



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

**MONDAY, AUGUST 28, 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 Rob Reyes, Praise Assembly
- 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 August 14, 2023, as distributed.

J1 City Council Minutes August 14, 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 7/12/2023

M. RESOLUTIONS

M1 A Resolution awarding a construction contract in the amount of \$9,730,246.03 to Pyramid

Construction, Inc., for Project No. 23-028 Runway 8R-26L Pavement Rehabilitation and Taxiway A2 Removal and authorizing the purchasing agent to execute same

- M2 A Resolution awarding a construction contract in the amount of \$185,236.01 to Full Tilt Construction, Inc., for Project No. 23-060R, ADA Curb Ramps - Phase 2 (CDBG) - Rebid, setting forth \$14,763.99 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution establishing account Project No. CI2327, Whitlock Plant Outflow Repairs project, transferring \$77,119 from account Project No. CI2322, Fountain Creek Trail project to account Project No. CI2327, Whitlock Plant Outflow Repairs Project, ratifying an emergency construction contract in the amount of \$67,060 to Parker Excavating, Inc., for Project No. 23-110, Whitlock Plant Outflow Emergency Culvert Repairs, and approving the Purchasing Agent's execution of same
- M4 A Resolution establishing account Project No. CI2326, Chiller Compressor Unit Repairs Project, transferring \$60,836.75 from account Project No. CI2322, Fountain Creek Trail Project to account Project No. CI2326, Chiller Compressor Unit Repairs Project, ratifying an emergency construction contract in the amount of \$56,545 to Carrier Corporation, for Project No. 23a-045, Chiller Compressor Unit Repairs at PMJC, and approving the Purchasing Agent's execution of same
- M5 A Resolution awarding Contract Amendment No. 1 in the amount of \$8,351 to Garcia Concrete LLC., for Project No. 23-079, Concrete Improvements - Crane Ridge Drive, and authorizing the Purchasing Agent to execute same
- M6 A Resolution confirming the appointment by the Mayor of Tom Corlett to complete a four-year term expiring June 30, 2027 on the Pueblo Energy Advisory Commission
- M7 A Resolution appointing Andy Jesik to serve a three-year term expiring October 1, 2026 on the Regional Building Commission
- M8 A Resolution authorizing the issuance of a revocable permit (REV-23-10) to the Pueblo Chamber of Commerce for the use of Grand Avenue from City Center Drive to Union Avenue, D Street from Victoria Avenue to Main Street, C Street from Victoria Avenue to Main Street, Union Avenue from City Center Drive to B Street, and Alan Hamel Avenue from Union Avenue to Main Street to host the 29th Annual Chile and Frijoles Festival

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving and authorizing the execution of Operating ARP Grant May 19, 2023, relating to Award No. CO-2023-019-00 between the City of Pueblo and the United States of America, Department of Transportation, Federal Transit Administration, in the amount of \$297,737 budgeting and appropriating \$297,737 into Project PT2302
- N2 An Ordinance closing Project PT2202 Bonus Pay and moving remaining funds \$25,506.80 into Project PT2201 Shop Truck Replacement to purchase a new maintenance vehicle
- N3 An Ordinance approving and accepting a Department of Homeland Security (DHS) Grant No. EMW-2022-FG-05244 and applicable conditions pertaining thereto, establishing Project No. PS2313 for the purchase of four SCBA's and budgeting and appropriating grant funds in the amount of \$37,080 for the purposes authorized by the grant agreement
- N4 An Ordinance amending zoning restrictions to rezone approximately 3,000 square feet of land at 718 West 4th Street from B-4, Regional Business Zone District to S-1, Government Use Zone District
- N5 An Ordinance approving and authorizing a Memorandum of Understanding between the City of Pueblo, a Colorado Municipal Corporation, and Rocky Mountain S.E.R/Jobs for

Progress Inc., regarding the Pueblo Food Project's rental space and collaboration agreement, and authorizing the Mayor to execute same

- N6 An ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the Colorado Department of Transportation (CDOT) for the "A Step Towards Reducing Traffic Fatalities" grant, in the amount of \$75,000, from October 1st, 2023 through September 30th, 2024, establishing project number PS2312, budgeting and appropriating funds into project PS2312, and authorizing the mayor to execute same

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission; approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for September 11, 2023, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. ORDINANCES- FIRST PRESENTATION

- Q1 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado, at the General Municipal Election to be held on November 7, 2023, a question to amend the City's Charter to require City Officials to resign their current position before seeking nomination for another public office

R. RESOLUTIONS

- R1 A Resolution authorizing payment from the Council Contingencies account in the 2023 general fund budget to Mad Fresh Productions in the amount of \$1,500 to sponsor the 5th Annual Multicultural Festival on October 7, 2023 at 11 am in Mineral Palace Park
- R2 A Resolution authorizing payment from the Council Contingencies account in the 2023 general fund budget to Assistance League of Pueblo, Inc. in the amount of \$1,000 to sponsor the Holiday Fashion Preview on Saturday, December 2, 2023 at the Pueblo Convention Center

S. ORDINANCES – FINAL PRESENTATION

- S1 An Ordinance approving and accepting Airport Improvement Program (AIP) Grant Agreement No. 3-08-0046-048-2023 from the United States of America acting through the Federal Aviation Administration for funds in the amount of \$9,316,522 for costs related to the Rehabilitation of Runway 8R/26L and Taxiway A2 Removal (Phase 2 – Construction) at the Pueblo Memorial Airport, budgeting and appropriating \$9,316,522 to Project No. AP2205 - Rehab of Runway 8R-26L Design and Construction, and authorizing the mayor to execute same - *Introduced August 14, 2023 by Councilor Vicente Martinez Ortega*
- S2 An Ordinance approving a Professional Engineering Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., for the construction administration for the rehabilitation of Runway 8R/26L and Taxiway A2 Removal (Phase 2 – Construction) project, and authorizing the mayor to execute same - *Introduced August 14, 2023 by Councilor Vicente Martinez Ortega*
- S3 An Ordinance budgeting and appropriating funds in the amount of \$201,869 to project PS2203 for the Nurse Navigation Program - *Introduced August 14, 2023 by Councilor Vicente Martinez Ortega*
- S4 An Ordinance approving and accepting a Colorado Resource for Emergency and Trauma Education (CREATE) grant establishing project No. PS2311 for Emergency and Trauma grant, and budgeting and appropriating grant funds in the amount of \$17,950, which

includes a fifty percent cost match of \$17,950 for the purposes authorized by the grant agreement - *Introduced August 14, 2023 by Councilor Vicente Martinez Ortega*

- S5 An Ordinance transferring \$10,000 from account project CI2204, Street Rehabilitation to CI2205, Fire 3 Stations - Arch/Design to fund additional design effort for the extension of a water main in Jerry Murphy Road, budgeting and appropriating funds in the amount of \$10,000 and authorizing the Mayor to execute same - *Introduced August 14, 2023 by Councilor Vicente Martinez Ortega*
- S6 An Ordinance approving a Deposit Agreement between Pioneer West Homes, LLC., a Colorado limited liability company, and the City of Pueblo, a Colorado Municipal Corporation, relating to the collection of a deposit for the installation of public improvements associated with the property at 55 Aberdeen Bluff, authorizing execution of said agreement by the Mayor, and providing procedures for return of the deposit and previously collected lot fees after installation and acceptance of the required public improvements is completed - *Introduced August 14, 2023 by Councilor Vicente Martinez Ortega*
- S7 An Ordinance amending the FY 2023 Staffing Ordinance by converting a vacant Civil Engineer-Construction position within the Public Works Department to a new classification of Construction Manager - *Introduced August 14, 2023 by Councilor Vicente Martinez Ortega*
- S8 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 establishing the pay scale for Construction Manager and abolishing the pay scale for Civil Engineer-Construction - *Introduced August 14, 2023 by Councilor Vicente Martinez Ortega*
- S9 An Ordinance approving and enacting the Collective Bargaining Agreement between the City of Pueblo and the International Association of Fire Fighters Local No. 3 commencing January 1, 2024 and authorizing the Mayor to execute same. - *Introduced August 14, 2023 by Councilor Vicente Martinez Ortega*
- S10 An Ordinance amending Section 12 of Chapter 3 of Title XI of the Pueblo Municipal Code for the purpose of eliminating the distance restriction contained in Section 44-3-313(1)(d)(I), C.R.S., with respect to Lodging and Entertainment Liquor Licenses on premises located in the Thunder Village Business District near the campus of Colorado State University - Pueblo - *Introduced August 14, 2023 by Councilor Vicente Martinez Ortega*
- S11 An Ordinance approving and accepting a cooperative agreement between the City of Pueblo on behalf of the Pueblo Police Department, the Pueblo County Department of Human Services, the Pueblo County Sheriff's Office, and the 10th Judicial District Attorney's Office with respect to the investigation of child abuse and neglect cases, and authorizing the Mayor to execute same - *Introduced August 14, 2023 by Councilor Vicente Martinez Ortega*

T. QUASI-JUDICIAL PROCEEDINGS

- T1 An Ordinance amending zoning restrictions to rezone 2511 East 4th Street and three parcels located north of 2511 East 4th Street from B-4, R-2, and S-4 to BP, Business Park Zone District
- T2 An Ordinance amending zoning restrictions to rezone Lot 3, Block 1, Trinity Subdivision from B-3, Highway and Arterial Business District to I-2, Industrial Zone District
- T3 An Ordinance designating 314 West 18th Street, the Edward Teller House, as a Local Historic Landmark

U. COUNCIL MEMBER CONFLICT OF INTEREST

- U1 A Resolution awarding a construction contract in the amount of \$83,046 to Baha Construction, Inc., for Project No. 23-119, Concrete Improvements - Kingsroyal Boulevard, setting forth \$9,965 for contingencies, and authorizing the Purchasing Agent to execute same

V. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, AUGUST 14, 2023 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Graham called the meeting to order at 7:02 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Nicholas Gradisar, Chief of Staff Laura Solano, Acting City Attorney Bob Jagger, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

E1 CERTIFICATE OF RECOGNITION: HALEY ROGERS, EMERGENCY SERVICES DISPATCHER - PUEBLO POLICE DEPARTMENT

E2 PROCLAMATION PRESENTATION: "PUEBLO LGBTQ+ PRIDE DAY: AUGUST 20, 2023" - TOMMY FARRELL, PRESIDENT - SOUTHERN COLORADO EQUALITY ALLIANCE

F. PUBLIC FORUM

- Sharon Roybal - Safety
- Ted Freeman - half cent sales tax

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Mayor Gradisar remembered Louis Quigley, the former City Manager and Parks & Rec Director, who recently passed away. He also discussed his trip to Sacramento, CA where he saw how

they work on the mental health of their homeless individuals and how it might be applied to Pueblo, as mental health is the number one reason people are homeless in Pueblo. Item N12 is the collective bargaining agreement with the Firefighters Union, with a tentative agreement reached.

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, seconded by Councilor Martinez Ortega, moved to move item R12 to the front of the Final Presentations, to move items R4, R5, R6 to the end of the agenda, and to approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

J1 MINUTES CITY COUNCIL MEETING JULY 24, 2023

Councilor Martinez Ortega, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **July 24, 2023** as distributed.

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

K. CONSENT AGENDA

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$149,743.81 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2820 ASTER ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as 15323.

M2 A RESOLUTION AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$135,000 FROM PROJECT NO. C12302 – FIRE RECORD MANAGEMENT SYSTEM TO THE FIRE DEPARTMENT'S CAPITAL BUDGET FOR COMPUTER EQUIPMENT > 2500

This Resolution was assigned as 15324.

M3 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT

IN THE AMOUNT OF \$112,044.26 TO PARKER EXCAVATING, INC., FOR PROJECT NO. 23-099, FOUNTAIN CREEK TRAIL EMERGENCY REPAIRS, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

This Resolution was assigned as 15325.

- M4 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$92,166.47 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1701 E. 12TH STREET, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME**

This Resolution was assigned as 15326.

- M5 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$73,304.58 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 715 E. B STREET, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as 15327.

- M6 A RESOLUTION AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$30,214.89 TO MERRIMAN LAND WORKS DBA FLAT AND FANCY, FOR PROJECT NO. 22-094, PEAKVIEW CONCRETE REPAIRS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15328.

- M7 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$5,792.13 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1900 W 31ST STREET, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as 15329.

- M8 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$5,091.00 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1612 E. ABRIENDO AVENUE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as 15330.

- M9 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$4,563.43 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1402 E. 9TH STREET, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as 15331.

- M10 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$3,486.00 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 538 HEWITT STREET,**

PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as 15332.

M11 A RESOLUTION AMENDING RESOLUTION NO. 15237 TO UPDATE THE ACCOUNT NUMBER DESIGNATED TO PAY COSTS ASSOCIATED WITH PROJECT 23-067, ASPHALT IMPROVEMENTS - PRAIRIE AVENUE (PUEBLO BOULEVARD TO MESA AVENUE)

This Resolution was assigned as 15333.

M12 A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH COLORADO REVISED STATUTES SECTION 31-12-107 (1) OF THE PETITION FOR THE 10.74-ACRE AREA COMMONLY KNOWN AS THE DORCY COMMUNITY HOUSING ANNEXATION, AND SETTING A PUBLIC HEARING BEFORE THE CITY COUNCIL IN COUNCIL CHAMBERS ON SEPTEMBER 25, 2023 IN ACCORDANCE WITH COLORADO REVISED STATUTES, SECTIONS 31-12-104 AND 31-12-105 ESTABLISHING ELIGIBILITY FOR ANNEXATION UNDER THE MUNICIPAL ANNEXATION ACT OF 1965

This Resolution was assigned as 15334.

M13 A RESOLUTION ESTABLISHING AN APPROVED LIST OF CONTRACTORS TO PERFORM EMERGENCY STORM SEWER POINT REPAIRS DURING CALENDAR YEARS 2023 THROUGH 2026 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

This Resolution was assigned as 15335.

M14 A RESOLUTION SETTING THE DATE, TIME AND PLACE FOR THE HEARING ON ANY OBJECTIONS TO AN ABATEMENT ASSESSMENT AS SEPTEMBER 15, 2023 AT 9:00 A.M. IN CITY COUNCIL CHAMBERS AND DIRECTING THE MAYOR TO APPOINT A HEARINGS OFFICER

This Resolution was assigned as 15336.

M15 A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO APPLY FOR A 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS FROM SAID GRANT, AUTHORIZING THE MAYOR TO EXECUTE SAME AND RATIFYING HIS PRIOR SIGNATURE THERETO

This Resolution was assigned as 15337.

M16 A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH HOFFMANN, PARKER, WILSON & CARBERRY, P.C.

This Resolution was assigned as 15338.

M17 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DON BRUESTLE, SHARON CAMPBELL, MARY AGNES LEONARD, AND ROBERT LONG TO SERVE A FOUR-YEAR TERM EXPIRING AUGUST 31, 2027 ON THE PUEBLO ADA ADVISORY COMMITTEE

This Resolution was assigned as 15339.

M18 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JOE LATINO TO THE EL CENTRO DEL QUINTO SOL RECREATION CENTER BOARD OF DIRECTORS

This Resolution was assigned as 15340.

M19 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF GUY CHABOT TO COMPLETE A FOUR-YEAR TERM EXPIRING JANUARY 1, 2026 ON THE HISTORIC PRESERVATION COMMISSION

This Resolution was assigned as 15341.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-048-2023 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF \$9,316,522 FOR COSTS RELATED TO THE REHABILITATION OF RUNWAY 8R/26L AND TAXIWAY A2 REMOVAL (PHASE 2 – CONSTRUCTION) AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING \$9,316,522 TO PROJECT NO. AP2205 - REHAB OF RUNWAY 8R-26L DESIGN AND CONSTRUCTION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N2 AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE REHABILITATION OF RUNWAY 8R/26L AND TAXIWAY A2 REMOVAL (PHASE 2 – CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N3 AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$201,869 TO PROJECT PS2203 FOR THE NURSE NAVIGATION PROGRAM

N4 AN ORDINANCE APPROVING AND ACCEPTING A COLORADO RESOURCE FOR EMERGENCY AND TRAUMA EDUCATION (CREATE) GRANT ESTABLISHING PROJECT NO. PS2311 FOR EMERGENCY AND TRAUMA GRANT, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$17,950, WHICH INCLUDES A FIFTY PERCENT COST MATCH OF \$17,950 FR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

N5 AN ORDINANCE TRANSFERRING \$10,000 FROM ACCOUNT PROJECT CI2204, STREET REHABILITATION TO CI2205, FIRE 3 STATIONS - ARCH/DESIGN TO FUND ADDITIONAL DESIGN EFFORT FOR THE

EXTENSION OF A WATER MAIN IN JERRY MURPHY ROAD, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$10,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

- N6 AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN PIONEER WEST HOMES, LLC., A COLORADO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE COLLECTION OF A DEPOSIT FOR THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT 55 ABERDEEN BLUFF, AUTHORIZING EXECUTION OF SAID AGREEMENT BY THE MAYOR, AND PROVIDING PROCEDURES FOR RETURN OF THE DEPOSIT AND PREVIOUSLY COLLECTED LOT FEES AFTER INSTALLATION AND ACCEPTANCE OF THE REQUIRED PUBLIC IMPROVEMENTS IS COMPLETED**
- N7 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2511 EAST 4TH STREET AND THREE PARCELS LOCATED NORTH OF 2511 EAST 4TH STREET FROM B-4, R-2, AND S-4 TO BP, BUSINESS PARK ZONE DISTRICT**
- N8 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOT 3, BLOCK 1, TRINITY SUBDIVISION FROM B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT**
- N9 AN ORDINANCE DESIGNATING 314 WEST 18TH STREET, THE EDWARD TELLER HOUSE, AS A LOCAL HISTORIC LANDMARK**
- N10 AN ORDINANCE AMENDING THE FY 2023 STAFFING ORDINANCE BY CONVERTING A VACANT CIVIL ENGINEER-CONSTRUCTION POSITION WITHIN THE PUBLIC WORKS DEPARTMENT TO A NEW CLASSIFICATION OF CONSTRUCTION MANAGER**
- N11 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 ESTABLISHING THE PAY SCALE FOR CONSTRUCTION MANAGER AND ABOLISHING THE PAY SCALE FOR CIVIL ENGINEER-CONSTRUCTION**
- N12 AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 COMMENCING JANUARY 1, 2024 AND AUTHORIZING THE MAYOR TO EXECUTE SAME.**

N13 AN ORDINANCE AMENDING SECTION 12 OF CHAPTER 3 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE FOR THE PURPOSE OF ELIMINATING THE DISTANCE RESTRICTION CONTAINED IN SECTION 44-3-313(1)(D)(I), C.R.S., WITH RESPECT TO LODGING AND ENTERTAINMENT LIQUOR LICENSES ON PREMISES LOCATED IN THE THUNDER VILLAGE BUSINESS DISTRICT NEAR THE CAMPUS OF COLORADO STATE UNIVERSITY - PUEBLO

N14 AN ORDINANCE APPROVING AND ACCEPTING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF PUEBLO ON BEHALF OF THE PUEBLO POLICE DEPARTMENT, THE PUEBLO COUNTY DEPARTMENT OF HUMAN SERVICES, THE PUEBLO COUNTY SHERIFF'S OFFICE, AND THE 10TH JUDICIAL DISTRICT ATTORNEY'S OFFICE WITH RESPECT TO THE INVESTIGATION OF CHILD ABUSE AND NEGLECT CASES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

O. APPROVAL OF CONSENT AGENDA

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for August 28, 2023, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO MEMORIAL HALL IN THE AMOUNT OF \$6,626 TO SPONSOR THE TIME IS NOW BENEFIT SHOW ON SATURDAY, OCTOBER 28, 2023 AT MEMORIAL HALL

A staff report and detailed review of the Resolution was given by Laura Solano, Chief of Staff.

Councilor Winner, seconded by Councilor Martinez , moved to continue the Resolution to the August 28, 2023 meeting.

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

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

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

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER IN THE AMOUNT OF \$2,500 TO SUPPORT THE 3RD ANNUAL PUEBLO CHILE BALLOON FEST ON SEPTEMBER 22-24, 2023

A staff report and detailed review of the Resolution was given by Laura Solano, Chief of Staff.

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

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

This Resolution was assigned as 15342.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO COLORADO STATE FAIR FIESTA COMMITTEE IN THE AMOUNT OF \$2,000 TO SPONSOR THE FIESTA DAY PARADE ON SEPTEMBER 3, 2023 AT 10 AM

A staff report and detailed review of the Resolution was given by Laura Solano, Chief of Staff.

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

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

This Resolution was assigned as 15343.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE PUEBLO POLICE ACTIVITIES LEAGUE (PPAL) IN THE AMOUNT OF \$2,000 TO SPONSOR THE RONCALLI MIDDLE SCHOOL AND RISLEY MIDDLE SCHOOL FOOTBALL TEAM'S EQUIPMENT

A staff report and detailed review of the Resolution was given by Laura Solano, Chief of Staff.

Councilor Atencio, seconded by Councilor Martinez Ortega, moved to amend the Resolution to add an additional \$1,000 and include Risley in the sponsorship.

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

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

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

This Resolution was assigned as 15344.

Q5 A RESOLUTION CONFIRMING THE APPOINTMENT OF GEORGE A. HYPOLITE TO THE POSITION OF CITY ATTORNEY

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

- Randy Thurston appeared in person to speak against this appointment

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

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

This Resolution was assigned as 15345.

R. ORDINANCES – FINAL PRESENTATION

R12 AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2023, A QUESTION ESTABLISHING AN ADDITIONAL ONE AND ONE-HALF PERCENT LODGER'S TAX RATE FOR PROVIDING ACCESSIBLE AND AFFORDABLE CHILDCARE PROGRAMS FOR WORKING FAMILIES IN THE CITY OF PUEBLO

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

PUBLIC HEARING:

Written public comment submitted by Jeff Shaw of PEDCO, Mariposa Center for Safety, Elected Officials for 2A, Maegan Lokteff of Early Childhood Council Leadership Alliance, and Brittny McAlister of Catholic Charities of Southern Colorado was administratively noticed and ordered to be added to the record by President Graham.

- Ken White appeared in person to speak in favor of this ordinance
- Angie Shehorn appeared in person to speak in favor of this ordinance
- Matt Guy appeared in person to speak in favor of this ordinance
- Diamond Perez appeared in person to speak in favor of this ordinance
- Michael Messervy appeared in person to speak in favor of this ordinance
- Josette Habinero appeared in person to speak in favor of this ordinance
- Hillary Glasgow appeared in person to speak in favor of this ordinance
- Christopher Croizer in person to speak against this ordinance
- Jeff Bailey appeared in person to speak against this ordinance
- Ted Freeman appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as 10519.

- R1 AN ORDINANCE (1) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FOMCORE, A MICHIGAN LIMITED LIABILITY COMPANY, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND (2) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A REAL PROPERTY CONVEYANCE AGREEMENT AND RELATED QUITCLAIM DEED BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A PARCEL OF IMPROVED LAND LOCATED IN THE PUEBLO MINNEQUA INDUSTRIAL PARK AND (3) TRANSFERRING SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000) FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF SAID CONVEYANCE AGREEMENT AND (4) TRANSFERRING ONE MILLION SEVEN HUNDRED AND FORTY THOUSAND DOLLARS (\$1,740,000) FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR THE PURPOSE OF THE CITY OF PUEBLO'S COMPLIANCE WITH SAID EMPLOYMENT AGREEMENT**

A staff report and detailed review of the Ordinance was given by Jeff Shaw, PEDCO.

PUBLIC HEARING:

- Ted Freeman appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as 10520.

- R2 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND UNITED WAY OF PUEBLO COUNTY, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF SIX HUNDRED THOUSAND DOLLARS (\$600,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF**

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

PUBLIC HEARING:

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

- William Wright appeared in person to speak in favor of this ordinance
- Dr. Nicole Ferguson appeared in person to speak in favor of this ordinance
- Joy Sullivan appeared via zoom to speak in favor of this ordinance
- Mario Genazio Jr. 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 Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

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

This Ordinance was assigned as **10521.**

R3 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

A staff report and detailed review of the Ordinance was given by Bryan Gallagher, Director of Housing and Human Services and Jerry Pacheco, PURA Director.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10522.**

R7 AN ORDINANCE APPROVING THE MEDAL OF HONOR SUBDIVISION

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 #S-23-05 dated 14, 2023, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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

This Ordinance was assigned as **10523.**

R8 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO SCHOOL DISTRICT NO. 60, RELATING TO THE MANAGEMENT OF A PUBLIC, EDUCATIONAL, AND GOVERNMENTAL CHANNEL ON THE COMCAST CABLE SYSTEM IN THE CITY OF PUEBLO, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

A staff report and detailed review of the Ordinance was given by Haley Sue Robinson, Director of Communications.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10524.**

R9 AN ORDINANCE APPROVING TWO INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, RELATING TO THE MANAGEMENT OF TWO PUBLIC, EDUCATIONAL, AND GOVERNMENTAL CHANNELS ON THE COMCAST CABLE SYSTEM IN THE CITY OF PUEBLO AND PROVIDING FOR THE PRODUCTION OF WEEKLY COUNCIL MEETINGS, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

A staff report and detailed review of the Ordinance was given by Haley Sue Robinson, Director of Communications.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10525.

R10 AN ORDINANCE APPROVING A PUBLIC ART DONATION AGREEMENT BETWEEN LATKA STUDIOS, LLC., A COLORADO LIMITED LIABILITY COMPANY AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE DONATION OF ARTWORK FOR PUBLIC ENJOYMENT AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

This Ordinance was assigned as 10526.

R11 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2023 GENERAL MUNICIPAL ELECTION

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

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

This Ordinance was assigned as 10527.

S. EMERGENCY ORDINANCES

S1 AN EMERGENCY ORDINANCE TRANSFERRING \$100,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO CI2205, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$100,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

- Ted Freeman appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as **10528.**

S2 AN EMERGENCY ORDINANCE APPROVING AND ACCEPTING A RELEASE OF CLAIM AND INDEMNITY AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BNSF RAILWAY CORPORATION, FOR A TRAINING EXERCISE THAT WILL OCCUR ON AUGUST 17, 2023

A staff report and detailed review of the Ordinance was given by Barb Huber, Fire Chief.

PUBLIC HEARING:

- Ted Freeman appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as **10529.**

R4 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LAND LOCATED EAST OF THE VILLAGE CIRCLE CUL-DE-SAC FROM O-1, NEIGHBORHOOD OFFICE DISTRICT TO R-4, MIXED RESIDENTIAL DISTRICT

Councilor Martinez recused herself due to a conflict of interest.

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-22-20 dated June 14, 2023, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

- John Christam appeared in person to speak in favor of this ordinance
- Cindy Gradishar appeared in person to speak against this ordinance
- Jehan Zinanti appeared in person to speak against this ordinance
- Marty Bechina appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as **10530**.

R5 AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE DFB SUBDIVISION

Councilor Martinez recused herself due to a conflict of interest.

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 #SAP-21-01 dated June 14, 2023, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

- John Christam appeared in person to speak in favor of this ordinance
- Michael Chosic appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as **10531**.

R6 AN ORDINANCE APPROVING THE DFB SUBDIVISION, A SPECIAL AREA PLAN

Councilor Martinez recused herself due to a conflict of interest.

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 #S-23-05 dated June 14, 2023, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

- John Christam appeared in person to speak in favor of this ordinance
- Cindy Gradishar appeared in person to speak against this ordinance
- Michael Chosic appeared in person to speak against this ordinance
- Sheri Olson appeared in person to speak against this ordinance

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

As Council had additional questions, Councilor Flores, seconded by Councilor Martinez Ortega, moved to reopen the hearing.

Roll Call - **Ayes:** Councilor Atencio, Councilor Winner, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez Ortega. **Nays:** None. Motion Passed 5-1.

President Graham declared the Hearing closed.

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

Roll Call - **Ayes:** Councilor Winner, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez Ortega. **Nays:** Councilor Atencio. Motion Passed 5-1.

This Ordinance was assigned as **10532**.

T. ADJOURN

President Graham adjourned the meeting at 12:30 a.m.

Respectfully submitted,

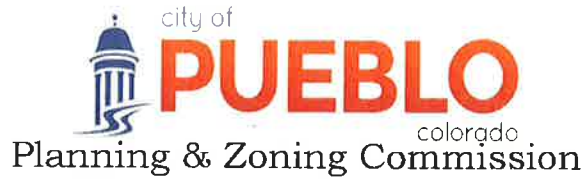


Marisa Stoller
City Clerk

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, July 12, 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, Christopher Pasternak.

Commissioners Absent: Sarah Martinez

Staff Members Present: Paul Willumstad, Attorney; Scott Hobson, Acting Director for Development of Planning and Community Development, Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Joe Martellaro, Associate Engineer, Melanie Turner, Transportation Engineer and Cindy Capritta, Land Use Technician.

Staff Members Absent: None

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

Motion Passed: 6-0

Public Meeting:

1. HPC-23-05 314 W. 18th St., Local Landmark, Recommendation to City Council. Staff report by Wade Broadhead, Senior Planner.

Commission Action: Bailey moved to recommend the Local Landmark application, seconded by Avalos.

Motion Passed: 6-0

REGULAR AGENDA:

Public Hearing:

1. GU-23-01 Government Use Development Plan Review: Pueblo County Detention Center located at 3830 Medal of Honor Blvd. Pueblo County is requesting development review of a 188,000 square foot detention center and related site improvements. Staff report by Beritt Odom, Principal Planner.

Public Hearing: Applicant Gary Raso appeared and spoke in support of the application and agreed to Conditions 1 and 2. No one appeared in opposition.

Commission Action: Bailey motioned to recommend the application, with staff conditions 1-3, seconded by Spinuzzi.

Motion Passed: 6-0

2. Z-23-05 Rezone: Historic Arkansas Extension (HARP) 175 S. Santa Fe Ave., rezone from I-2 and I-3 to S-1, Government Use District Staff report by Wade Broadhead, Senior Planner.

Public Hearing: David Lytle, Attorney spoke in support of the application and provided information (Exhibit A). No one appeared in opposition.

Commission Action: Bailey moved to recommend the application, seconded by Spinuzzi with recommended staff conditions 1-3.

Motion Passed: 6-0

3. Z-23-04 Rezone: Dorcy Community Housing, parcel 1504300019, approximately 10.74 acres generally located south of Red Creek Springs Road and north of the Kingsroyal Blvd. terminus. Rezone from Pueblo Count A-4 to City R-3. Staff report by Beritt Odom, Principal Planner.

Public Hearing: Applicant, Kim Bowman, was sworn in and spoke in favor of application. Speaking in opposition, and sworn in appeared: Robert Cook, Joanne Cook, Michael Klomp, Tim Suazo, Diane Gates, Dan Archuletta, Michelle Juliano, Alex Evans, Marion Knight, Brett Verna, Sarah McGinnis, Twila Peterson, and Robert Panion, and written opposition by Robert Panion (Exhibit A).

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

Motion Passed: 5-1

Approval of Minutes: Bailey moved to approve Minutes from June 14, 2023, seconded by Avalos.

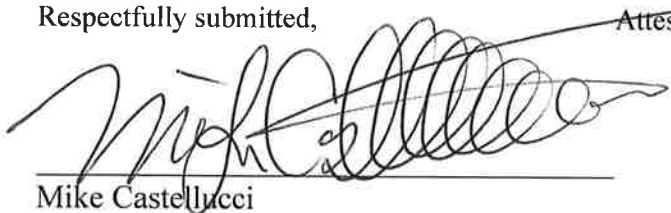
Motion Passed: 6-0

Old/New Business:

There being no further business the regular meeting was adjourned at 5:27 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: August 28, 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: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$9,730,246.03 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 23-028 RUNWAY 8R-26L PAVEMENT REHABILITATION AND TAXIWAY A2 REMOVAL AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution will award a construction contract to Pyramid Construction, Inc., for Project No. 23-028 Runway 8R-26L Pavement Rehabilitation and Taxiway A2 Removal.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10242, adopted by City Council on August 8, 2022, accepted FAA grant funds, established Project No. AP2205 - Rehab of Runway 8R-26L Design and Construction for the initial design phase, and approved a Professional Engineering Services agreement for the initial design.

Ordinance No. 10253, adopted by City Council on August 24, 2022, accepted CDOT grant funds for costs related to the initial design.

Ordinance No. 10353, adopted by City Council on December 27, 2022, approved an amendment to the Professional Engineering Services agreement for additional design work to be completed to replace the Airfield Lighting Control and Monitoring System.

Ordinance No. 10486, adopted by City Council on June 26, 2023, accepted CDOT grant funds for costs related to project construction.

Ordinance No. 10508, adopted by City Council on July 24, 2023, accepted FAA grant funds for costs related to Airfield Lighting Control and Monitoring System replacement.

BACKGROUND:

The Colorado Department of Transportation (CDOT) conducted a pavement condition assessment of this Runway, and it was determined that the pavement needs rehabilitation. This project is on the Capital Improvement Plan schedule for 2022, approved by both the FAA and CDOT for Entitlement Fund use.

The City of Pueblo solicited bids for Project No. 23-028 Runway 8R-26L Pavement Rehabilitation and Taxiway A2 Removal. Pyramid Construction, Inc., was the lowest of those bids determined to be responsive.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$9,730,246.03 will be paid from Project No. AP2205 - Rehab Runway 8R-26L Design and Construction.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, the construction contract will not be awarded, and the project will not occur.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-028 Bid Summary

RESOLUTION NO. 15346

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$9,730,246.03 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 23-028 RUNWAY 8R-26L PAVEMENT REHABILITATION AND TAXIWAY A2 REMOVAL AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 23-028 Runway 8R-26L Pavement Rehabilitation and Taxiway A2 Removal have been received and examined; and

WHEREAS, the proposal of Pyramid Construction, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-028 to be performed; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 23-028 Runway 8R-26L Pavement Rehabilitation and Taxiway A2 Removal to be performed, and the contract for said project is hereby awarded to Pyramid Construction, Inc., in the amount of \$9,730,246.03.

SECTION 2.

Funds for Project No. 23-028 shall be from Project No. AP2205 - Rehab Runway 8R-26L Design and Construction.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 28, 2023

BY: Larry Atencio
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. 23-028 (AP2205), FAA AIP No. 3-08-0046-048-2023
Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

RESPONSE DEADLINE: April 20, 2023 at 10:00 am
Report Generated: Thursday, April 20, 2023

SELECTED VENDOR TOTALS

Vendor	Total	Base Bid	ADD ALT No. 1	ADD ALT No. 2
Pyramid Construction, Inc.	\$9,730,246.03	\$7,810,689.58	\$1,330,443.20	\$589,113.25
Oldcastle SW Group, Inc.	\$10,436,218.835	\$8,485,716.825	\$1,305,192.01	\$645,310.00
Kiewit Infrastructure Co.	\$11,216,344.60	\$9,997,949.60	\$713,025.00	\$505,370.00

PUEBLO MEMORIAL AIRPORT - RUNWAY 8R-26L REHAB

Base Bid - Schedule I: Runway 8R-26L Rehab and Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	1	Contractor's Quality Control Program (CQCP) (Base Bid)	1	LS	\$36,000.00	\$36,000.00	C-100-14.1	\$795,753.00	\$795,753.00	C-100-14.1	\$259,945.00	\$259,945.00	C-100-14.1

EVALUATION TABULATION

IFB No. 23-028 (AP2205), FAA AIP No. 3-08-0046-048-2023

Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	2	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control (Base Bid)	1	LS	\$25,000.00	\$25,000.00	C-102-5.1	\$23,675.63	\$23,675.63	C-102-5.1	\$62,350.00	\$62,350.00	C-102-5.1
X	3	Mobilization (Base Bid)	1	LS	\$780,000.00	\$780,000.00	C-105-6.1	\$570,435.33	\$570,435.33	C-105-6.1	\$255,720.00	\$255,720.00	C-105-6.1
X	4	Sawcut AC Pavement (3-Inch Depth)	1741	LF	\$5.00	\$8,705.00	P-101-5.1	\$3.85	\$6,702.85	P-101-5.1	\$1.80	\$3,133.80	P-101-5.1
X	5	Sawcut AC Pavement (Full Depth)	640	LF	\$14.00	\$8,960.00	P-101-5.2	\$12.82	\$8,204.80	P-101-5.2	\$2.90	\$1,856.00	P-101-5.2
X	6	Mill AC Pavement (Depth Varies)	198284	SY	\$5.00	\$991,420.00	P-101-5.3	\$4.52	\$896,243.68	P-101-5.3	\$1.18	\$233,975.12	P-101-5.3
X	7	Mill AC Pavement (Full Depth)	7116	SY	\$18.00	\$128,088.00	P-101-5.4	\$15.16	\$107,878.56	P-101-5.4	\$2.20	\$15,655.20	P-101-5.4
X	8	Obliterate Existing Pavement Markings	210	SF	\$45.00	\$9,450.00	P-101-5.5	\$38.46	\$8,076.60	P-101-5.5	\$35.10	\$7,371.00	P-101-5.5

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Public Improvement Invitation for Bid - Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

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IFB No. 23-028 (AP2205), FAA AIP No. 3-08-0046-048-2023

Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	9	Remove Runway End Monument	2	EA	\$2,300.00	\$4,600.00	P-101-5.6	\$1,281.84	\$2,563.68	P-101-5.6	\$2,548.00	\$5,096.00	P-101-5.6
X	10	Unclassified Excavation	1640	CY	\$48.00	\$78,720.00	P-152-4.1	\$28.89	\$47,379.60	P-152-4.1	\$25.50	\$41,820.00	P-152-4.1
X	11	Asphalt Surface Course	35383	TONS	\$194.00	\$6,864,302.00	P-401-8.1	\$133.80	\$4,734,245.40	P-401-8.1	\$158.15	\$5,595,821.45	P-401-8.1
X	12	Emulsified Asphalt Tack Coat	19828	GAL	\$5.00	\$99,140.00	P-603-5.1	\$5.19	\$102,907.32	P-603-5.1	\$6.15	\$121,942.20	P-603-5.1
X	13	Edge Seal	182	LF	\$30.00	\$5,460.00	P-605-5.1	\$38.46	\$6,999.72	P-605-5.1	\$66.20	\$12,048.40	P-605-5.1
X	14	Crack Seal (Tack Coat and Millings)	100000	LF	\$0.05	\$5,000.00	P-605-5.2	\$0.18	\$18,000.00	P-605-5.2	\$2.45	\$245,000.00	P-605-5.2
X	15	Emulsified Asphalt Seal Coat	514	SY	\$7.00	\$3,598.00	P-608-8.1	\$19.23	\$9,884.22	P-608-8.1	\$67.50	\$34,695.00	P-608-8.1
X	16	Temporary Pavement Marking	164138	SF	\$0.90	\$147,724.20	P-620-5.1	\$0.62	\$101,765.56	P-620-5.1	\$0.56	\$91,917.28	P-620-5.1
X	17	Permanent Pavement Marking	164138	SF	\$1.30	\$213,379.40	P-620-5.2	\$1.09	\$178,910.42	P-620-5.2	\$1.00	\$164,138.00	P-620-5.2
X	18	Grooving	151311	SY	\$3.00	\$453,933.00	P-621-5.1	\$3.71	\$561,363.81	P-621-5.1	\$2.58	\$390,382.38	P-621-5.1
X	19	Seeding with Hydromulch	4.5	AC	\$4,200.00	\$18,900.00	T-901-5.1	\$5,319.65	\$23,938.425	T-901-5.1	\$3,250.00	\$14,625.00	T-901-5.1

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Public Improvement Invitation for Bid - Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

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IFB No. 23-028 (AP2205), FAA AIP No. 3-08-0046-048-2023

Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	20	Install Runway End Monument	2	EA	\$2,300.00	\$4,600.00	GTP-70.01.1	\$1,922.76	\$3,845.52	GTP-70.01.1	\$3,660.00	\$7,320.00	GTP-70.01.1
X	21	Adjust Utility Manhole Frame and Cover to Grade	3	EA	\$900.00	\$2,700.00	GTP-70.02.1	\$5,996.26	\$17,988.78	GTP-70.02.1	\$865.00	\$2,595.00	GTP-70.02.1
X	22	Remove and Salvage Taxiway Edge Light and Isolation Transformer, Remove Base Can	26	EA	\$140.00	\$3,640.00	L-100-5.1	\$1,025.47	\$26,662.22	L-100-5.1	\$936.00	\$24,336.00	L-100-5.1
X	23	Remove and Salvage Existing Airfield Guidance Sign and Isolation Transformer, Sign Base to Remain	2	EA	\$850.00	\$1,700.00	L-100-5.4	\$1,281.84	\$2,563.68	L-100-5.4	\$1,170.00	\$2,340.00	L-100-5.4

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Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	24	Remove and Salvage Existing Airfield Guidance Sign and Isolation Transformer, Remove Concrete Sign Base	4	EA	\$1,600.00	\$6,400.00	L-100-5.5	\$7,050.13	\$28,200.52	L-100-5.5	\$6,436.00	\$25,744.00	L-100-5.5
X	25	Remove and Salvage Existing Elevated Runway Guard Light and Isolation Transformer, Remove Base Can	2	EA	\$620.00	\$1,240.00	L-100-5.6	\$2,563.69	\$5,127.38	L-100-5.6	\$2,340.25	\$4,680.50	L-100-5.6
X	26	Remove Existing Conductor, Conduit to Remain (295 LF)	1	LS	\$300.00	\$300.00	L-100-5.7	\$1,281.84	\$1,281.84	L-100-5.7	\$1,170.15	\$1,170.15	L-100-5.7
X	27	Excavate and Remove Existing Conduit & Conductor	2100	LF	\$10.00	\$21,000.00	L-100-5.8	\$5.77	\$12,117.00	L-100-5.8	\$9.95	\$20,895.00	L-100-5.8

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Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	28	Excavate and Remove Existing Concrete 4'x4'x4' Hand Hole	2	EA	\$3,100.00	\$6,200.00	L-100-5.9	\$6,860.32	\$13,720.64	L-100-5.9	\$4,797.50	\$9,595.00	L-100-5.9
X	29	Disconnect and Remove Existing CCR	1	EA	\$3,400.00	\$3,400.00	L-100-5.10	\$5,768.29	\$5,768.29	L-100-5.10	\$5,265.60	\$5,265.60	L-100-5.10
X	30	Temporary Airfield Lighting Cable Jumpers	1	LS	\$15,000.00	\$15,000.00	L-100-5.11	\$91,748.70	\$91,748.70	L-100-5.11	\$83,753.00	\$83,753.00	L-100-5.11
X	31	L-824, Type C, 2/C #8 AWG, 5kV Cable	545	LF	\$12.00	\$6,540.00	L-108-5.2	\$16.66	\$9,079.70	L-108-5.2	\$15.20	\$8,284.00	L-108-5.2
X	32	Single-way, (1) - 2" Conduit, Direct Buried	450	LF	\$23.00	\$10,350.00	L-110-5.1	\$66.66	\$29,997.00	L-110-5.1	\$60.85	\$27,382.50	L-110-5.1
X	33	New L-858(L) Size 1, 3-Module Sign and Isolation Transformer on Existing Concrete Sign Base	1	EA	\$5,500.00	\$5,500.00	L-125-5.6	\$15,382.11	\$15,382.11	L-125-5.6	\$14,042.00	\$14,042.00	L-125-5.6

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Public Improvement Invitation for Bid - Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

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Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	34	Install Salvaged Elevated L-861T Quartz Taxiway Edge Light and Isolation Transformer on New L-867 Base Can	9	EA	\$3,000.00	\$27,000.00	L-125-5.7	\$1,922.76	\$17,304.84	L-125-5.7	\$1,755.00	\$15,795.00	L-125-5.7
Total						\$9,997,949.60			\$8,485,716.825			\$7,810,689.58	

PUEBLO MEMORIAL AIRPORT - RUNWAY 8R-26L REHAB

ADD ALT No. 1 - Schedule II: Electrical Improvements

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	35	Mobilization (Add Alt No. 1)	1	LS	\$54,000.00	\$54,000.00	C-105-6.2	\$88,176.30	\$88,176.30	C-105-6.2	\$219,915.00	\$219,915.00	C-105-6.2
X	36	Remove and Salvage Runway Edge / Threshold Light and Isolation Transformer, Base Can to Remain	110	EA	\$76.00	\$8,360.00	L-100-5.2	\$640.92	\$70,501.20	L-100-5.2	\$585.00	\$64,350.00	L-100-5.2

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Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	37	Remove and Salvage In-Pavement Runway Edge Light and Isolation Transformer, Base Can to Remain	10	EA	\$115.00	\$1,150.00	L-100-5.3	\$801.15	\$8,011.50	L-100-5.3	\$731.35	\$7,313.50	L-100-5.3
X	38	Remove and Salvage Existing Airfield Guidance Sign and Isolation Transformer, Sign Base to Remain	22	EA	\$480.00	\$10,560.00	L-100-5.4	\$801.15	\$17,625.30	L-100-5.4	\$731.35	\$16,089.70	L-100-5.4
X	39	Remove Existing Conductor, Conduit to Remain (26,720 LF)	1	LS	\$7,500.00	\$7,500.00	L-100-5.7	\$51,888.99	\$51,888.99	L-100-5.7	\$47,367.00	\$47,367.00	L-100-5.7
X	40	Disconnect and Remove Existing CCR	1	EA	\$2,670.00	\$2,670.00	L-100-5.10	\$5,768.29	\$5,768.29	L-100-5.10	\$5,266.00	\$5,266.00	L-100-5.10
X	41	Temporary Airfield Lighting Cable Jumpers	1	LS	\$10,680.00	\$10,680.00	L-100-5.11	\$19,227.64	\$19,227.64	L-100-5.11	\$17,552.00	\$17,552.00	L-100-5.11

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Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	42	L-824, Type C, 1/C #8 AWG, 5kV Cable	22680	LF	\$4.00	\$90,720.00	L-108-5.1	\$6.41	\$145,378.80	L-108-5.1	\$5.85	\$132,678.00	L-108-5.1
X	43	L-824, Type C, 2/C #8 AWG, 5kV Cable	10330	LF	\$5.50	\$56,815.00	L-108-5.2	\$12.82	\$132,430.60	L-108-5.2	\$11.70	\$120,861.00	L-108-5.2
X	44	L-824, Type C, 2/C #8 AWG, 5kV Cable, #6 Ground - 480V PAPI Cable (If Collocated in Runway Edge Lighting Conduit)	8700	LF	\$7.50	\$65,250.00	L-108-5.3	\$15.38	\$133,806.00	L-108-5.3	\$14.00	\$121,800.00	L-108-5.3
X	45	New 15kW Ferroresonant L-829, 5-Step CCR, New Feeder and 2-Pole Circuit Breaker Installed and Tested Complete	1	EA	\$31,700.00	\$31,700.00	L-100-5.13	\$52,940.10	\$52,940.10	L-100-5.13	\$48,327.00	\$48,327.00	L-100-5.13
X	46	Single-way, (1) - 2" Conduit, Direct Buried	200	LF	\$26.00	\$5,200.00	L-110-5.1	\$64.09	\$12,818.00	L-110-5.1	\$58.50	\$11,700.00	L-110-5.1

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Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	47	New L-850C(L) In-Pavement Runway Edge Light (W/W) with Arctic Kit and Isolation Transformer on Existing L-868 Base with New Hardware	6	EA	\$3,080.00	\$18,480.00	L-125-5.1	\$4,742.82	\$28,456.92	L-125-5.1	\$4,330.00	\$25,980.00	L-125-5.1
X	48	New L-850C(L) In-Pavement Runway Edge Light (W/Y) with Arctic Kit and Isolation Transformer on Existing L-868 Base with New Hardware	4	EA	\$3,070.00	\$12,280.00	L-125-5.2	\$4,871.00	\$19,484.00	L-125-5.2	\$4,447.00	\$17,788.00	L-125-5.2
X	49	New L-858B(L) Size 5, 1-Module, Runway Distance Remaining Sign and Isolation Transformer on Existing Concrete Sign Base	9	EA	\$3,500.00	\$31,500.00	L-125-5.3	\$5,319.65	\$47,876.85	L-125-5.3	\$4,856.00	\$43,704.00	L-125-5.3

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Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	50	New L-858(L) Size 1, 2- Module Sign and Isolation Transformer on Existing Concrete Sign Base	13	EA	\$3,600.00	\$46,800.00	L-125-5.4	\$5,255.55	\$68,322.15	L-125-5.4	\$4,798.00	\$62,374.00	L-125-5.4
X	51	New L-858(L) Size 1, 2- Module Sign and Isolation Transformer on New Concrete Sign Base	3	EA	\$5,900.00	\$17,700.00	L-125-5.5	\$22,207.92	\$66,623.76	L-125-5.5	\$20,273.00	\$60,819.00	L-125-5.5
X	52	New L-858(L) Size 1, 3- Module Sign and Isolation Transformer on Existing Concrete Sign Base	2	EA	\$5,000.00	\$10,000.00	L-125-5.6	\$6,575.85	\$13,151.70	L-125-5.6	\$6,003.00	\$12,006.00	L-125-5.6

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Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	53	New Elevated L-862(L) LED Runway Edge Light (30" W/W) with Arctic Kit and Isolation Transformer on Existing L-867 Base Can with New Hardware	58	EA	\$1,950.00	\$113,100.00	L-125-5.8	\$2,691.87	\$156,128.46	L-125-5.8	\$2,457.00	\$142,506.00	L-125-5.8
X	54	New Elevated L-862(L) LED Runway Edge Light (30" W/Y) with Arctic Kit and Isolation Transformer on Existing L-867 Base Can with New Hardware	36	EA	\$1,950.00	\$70,200.00	L-125-5.9	\$2,691.87	\$96,907.32	L-125-5.9	\$2,457.00	\$88,452.00	L-125-5.9

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Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	55	New Elevated L-862E(L) LED Runway End / Threshold Light (30" R/G) with Arctic Kit and Isolation Transformer on Existing L-867 Base Can with New Hardware	16	EA	\$1,870.00	\$29,920.00	L-125-5.10	\$2,691.87	\$43,069.92	L-125-5.10	\$2,457.00	\$39,312.00	L-125-5.10
X	56	New Elevated L-862(L) LED Runway Edge Light (30" W/W) with Arctic Kit w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	6	EA	\$1,360.00	\$8,160.00	L-125-5.11	\$1,858.67	\$11,152.02	L-125-5.11	\$1,697.00	\$10,182.00	L-125-5.11

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Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	57	New Elevated L-862(L) LED Runway Edge Light (30" W/Y) with Arctic Kit w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	4	EA	\$1,370.00	\$5,480.00	L-125-5.12	\$1,858.67	\$7,434.68	L-125-5.12	\$1,697.00	\$6,788.00	L-125-5.12
X	58	New Elevated L-862E(L) LED Runway Edge Light (30" R/G) with Arctic Kit w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	1	EA	\$1,400.00	\$1,400.00	L-125-5.13	\$1,858.67	\$1,858.67	L-125-5.13	\$1,697.00	\$1,697.00	L-125-5.13
X	59	New L-850C(L) In-Pavement Runway Edge Light (W/W) with Arctic Kit and Isolation Transformers (Spares)	1	EA	\$1,700.00	\$1,700.00	L-125-5.14	\$3,076.42	\$3,076.42	L-125-5.14	\$2,808.00	\$2,808.00	L-125-5.14

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Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	60	New L-850C(L) In-Pavement Runway Edge Light (W/Y) with Arctic Kit and Isolation Transformers (Spares)	1	EA	\$1,700.00	\$1,700.00	L-125-5.15	\$3,076.42	\$3,076.42	L-125-5.15	\$2,808.00	\$2,808.00	L-125-5.15
Total						\$713,025.00			\$1,305,192.01			\$1,330,443.20	

PUEBLO MEMORIAL AIRPORT - RUNWAY 8R-26L REHAB

ADD ALT No. 2 - Schedule III: ALCMS Improvements

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	61	Disconnect and Remove Existing CCR	5	EA	\$2,660.00	\$13,300.00	L-100-5.10	\$5,768.29	\$28,841.45	L-100-5.10	\$5,266.00	\$26,330.00	L-100-5.10
X	62	Remove Existing 12-Conductor ALCS Cable, Conduit to Remain	4525	LF	\$0.30	\$1,357.50	L-100-5.12	\$4.29	\$19,412.25	L-100-5.12	\$3.90	\$17,647.50	L-100-5.12

EVALUATION TABULATION

Public Improvement Invitation for Bid - Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

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EVALUATION TABULATION

IFB No. 23-028 (AP2205), FAA AIP No. 3-08-0046-048-2023

Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	63	New 4kW Ferroresonant L-829, 3-Step CCR, with Integrated DCMU, Installed Complete	3	EA	\$22,500.00	\$67,500.00	L-100-5.14	\$39,608.94	\$118,826.82	L-100-5.14	\$36,157.00	\$108,471.00	L-100-5.14
X	64	New 7.5kW Ferroresonant L-829, 3-Step CCR, with Integrated DCMU, Installed Complete	2	EA	\$26,800.00	\$53,600.00	L-100-5.15	\$42,300.80	\$84,601.60	L-100-5.15	\$38,615.00	\$77,230.00	L-100-5.15
X	65	New L-890 ALCMS System Installed in ATCT and Vault Complete, Associated Equipment and Communication Connections, Complete and Installed with System Service and Support	1	LS	\$200,000.00	\$200,000.00	L-100-5.16	\$198,685.60	\$198,685.60	L-100-5.16	\$181,370.00	\$181,370.00	L-100-5.16

EVALUATION TABULATION

Public Improvement Invitation for Bid - Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

EVALUATION TABULATION

IFB No. 23-028 (AP2205), FAA AIP No. 3-08-0046-048-2023

Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	66	New DCMU Combo Box, Installed and Connected to Existing CCR, Tested Complete	8	EA	\$10,900.00	\$87,200.00	L-100-5.17	\$12,177.50	\$97,420.00	L-100-5.17	\$11,116.00	\$88,928.00	L-100-5.17
X	67	New DCMU NAVAID Contactor Combo Box, Installed and Connected to Existing L-821 Control Panel and Additional Windcone Contactor in Vault Tested and Commissioned Complete	2	EA	\$9,800.00	\$19,600.00	L-100-5.18	\$11,152.03	\$22,304.06	L-100-5.18	\$10,180.00	\$20,360.00	L-100-5.18
X	68	New DCMU NAVAID Contactor Combo Box, Installed and Connected to Existing Beacon Contactor and L-854 Radio in ATCT Tested and Commissioned Complete	1	EA	\$12,600.00	\$12,600.00	L-100-5.19	\$12,049.32	\$12,049.32	L-100-5.19	\$11,000.00	\$11,000.00	L-100-5.19

EVALUATION TABULATION

Public Improvement Invitation for Bid - Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

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EVALUATION TABULATION

IFB No. 23-028 (AP2205), FAA AIP No. 3-08-0046-048-2023

Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Pueblo Memorial Airport - Runway 8R-26L Rehab					Kiewit Infrastructure Co.			Oldcastle SW Group, Inc.			Pyramid Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	69	New Armored 12-Strand Single Mode Fiber Optic Cable	4775	LF	\$7.50	\$35,812.50	L-100-5.20	\$11.86	\$56,631.50	L-100-5.20	\$10.85	\$51,808.75	L-100-5.20
X	70	New Fiber Patch Panels, Installed and Terminated Complete	2	EA	\$7,200.00	\$14,400.00	L-100-5.21	\$3,268.70	\$6,537.40	L-100-5.21	\$2,984.00	\$5,968.00	L-100-5.21
Total						\$505,370.00			\$645,310.00			\$589,113.25	

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Kiewit Infrastructure Co.	Oldcastle SW Group, Inc.	Pyramid Construction, Inc.	RMRM INC Business environments
BID GUARANTEE	Pass	Pass	Pass	No Response
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	No Response
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	No Response
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	No Response
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass	No Response
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	No Response

EVALUATION TABULATION

Public Improvement Invitation for Bid - Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

EVALUATION TABULATION

IFB No. 23-028 (AP2205), FAA AIP No. 3-08-0046-048-2023

Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Question Title	Kiewit Infrastructure Co.	Oldcastle SW Group, Inc.	Pyramid Construction, Inc.	RMRM INC Business environments
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass	Pass	No Response
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	No Response
Federal Contract Requirements				
Federal Contract Requirements	Pass	Pass	Pass	No Response
Bidder's Statement on Previous Contracts Subject to EEO Clause				No Response
Certification of Non-Segregated Facilities				No Response
Certification Regarding Debarment and Suspension				No Response
Buy American Certification				No Response
List of Anticipated Subcontractors				No Response
Disadvantaged Business Enterprise Utilization				No Response
Bidder's DBE Letter of Intent				No Response
Affidavit of Non-Collusion				No Response
Trade Restriction Clause				No Response

EVALUATION TABULATION

Public Improvement Invitation for Bid - Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

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EVALUATION TABULATION

IFB No. 23-028 (AP2205), FAA AIP No. 3-08-0046-048-2023

Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

Question Title	Kiewit Infrastructure Co.	Oldcastle SW Group, Inc.	Pyramid Construction, Inc.	RMRM INC Business environments
Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions				No Response
Lobbying and Influencing Federal Employees				No Response
Bidder Similar Work Experience				No Response
Has/is this firm or any officer or partner of this firm:				
Convicted of a criminal offense	Pass	Pass	Pass	No Response
Convicted under state or federal statutes	Pass	Pass	Pass	No Response
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	No Response
Failed to perform	Pass	Pass	Pass	No Response
Suspension or Debarment	Pass	Pass	Pass	No Response
Unqualified	Pass	Pass	Pass	No Response
Unlicensed	Pass	Pass	Pass	No Response
Delinquent	Pass	Pass	Pass	No Response
Confirmation	Pass	Pass	Pass	No Response

EVALUATION TABULATION

Public Improvement Invitation for Bid - Runway 8R-26L Pavement Rehabilitation & Taxiway A2 Removal

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: August 28, 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 \$185,236.01 TO FULL TILT CONSTRUCTION, INC., FOR PROJECT NO. 23-060R, ADA CURB RAMPS - PHASE 2 (CDBG) - REBID, SETTING FORTH \$14,763.99 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Full Tilt Construction, Inc., for Project No. 23-060R, ADA Curb Ramps - Phase 2 (CDBG) - Rebid.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of concrete sidewalk and curb ramp improvements within the Belmont Area. This Resolution awards the construction contract to Full Tilt Construction, Inc.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$200,000.00 (contract and contingencies) will be paid from account Project No. 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. 23-060R Bid Summary

RESOLUTION NO. 15347

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$185,236.01 TO FULL TILT CONSTRUCTION, INC., FOR PROJECT NO. 23-060R, ADA CURB RAMPS - PHASE 2 (CDBG) - REBID, SETTING FORTH \$14,763.99 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-060R, ADA Curb Ramps - Phase 2 (CDBG) - Rebid to be performed, and the contract for said project is hereby awarded to Full Tilt Construction, Inc., in the amount of \$185,236.01.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest 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.....\$14,763.99

SECTION 4.

Funds in the amount of \$200,000.00, for the contract and contingencies, 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.

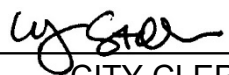
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 28, 2023

BY: Larry Atencio
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. 23-060R (CD2210)

ADA Curb Ramps - Phase 2 (CDBG) - Rebid

RESPONSE DEADLINE: August 10, 2023 at 10:30 am

Report Generated: Thursday, August 10, 2023

SELECTED VENDOR TOTALS

Vendor	Total	Base Bid	Bid Alt No. 1	Bid Alt No. 2
Full Tilt Construction, Inc	\$185,236.01	\$111,327.08	\$35,839.69	\$38,069.24
Baha Construction, Inc.	\$249,261.00	\$155,610.00	\$44,109.00	\$49,542.00
JARCCO Construction LLC	\$328,356.00	\$177,644.00	\$74,477.00	\$76,235.00

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

BASE BID

Base Bid					Baha Construction, Inc.		Full Tilt Construction, Inc		JARCCO Construction LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	1024	SF	\$5.00	\$5,120.00	\$2.43	\$2,488.32	\$7.00	\$7,168.00
X	2	Remove Curb and Gutter	395	LF	\$12.00	\$4,740.00	\$12.62	\$4,984.90	\$19.00	\$7,505.00
X	3	Remove Concrete	1681	SF	\$5.00	\$8,405.00	\$4.00	\$6,724.00	\$7.00	\$11,767.00
X	4	Remove Reinforced Concrete	476	SF	\$7.00	\$3,332.00	\$5.68	\$2,703.68	\$9.00	\$4,284.00
X	5	Remove Curb Head	65	LF	\$8.00	\$520.00	\$5.95	\$386.75	\$19.00	\$1,235.00
X	6	Remove Crosswalk Striping	281	SF	\$15.00	\$4,215.00	\$4.00	\$1,124.00	\$25.00	\$7,025.00
X	7	Remove and Reset Landscaping Wall	18	LF	\$25.00	\$450.00	\$10.00	\$180.00	\$95.00	\$1,710.00
X	8	Construct Curb Head	284	LF	\$30.00	\$8,520.00	\$19.64	\$5,577.76	\$55.00	\$15,620.00
X	9	Construct Curb and Gutter	395	LF	\$45.00	\$17,775.00	\$41.38	\$16,345.10	\$50.00	\$19,750.00
X	10	Construct 4" Concrete	1374	SF	\$12.00	\$16,488.00	\$12.13	\$16,666.62	\$10.00	\$13,740.00
X	11	Construct 6" Concrete	565	SF	\$16.00	\$9,040.00	\$17.35	\$9,802.75	\$11.00	\$6,215.00

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

Base Bid					Baha Construction, Inc.		Full Tilt Construction, Inc		JARCCO Construction LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	12	Construct 7" Reinforced Concrete	476	SF	\$20.00	\$9,520.00	\$21.75	\$10,353.00	\$15.00	\$7,140.00
X	13	Construct 6" Asphalt Patch	996	SF	\$20.00	\$19,920.00	\$12.05	\$12,001.80	\$15.00	\$14,940.00
X	14	Install Preformed Thermoplastic Striping	300	SF	\$45.00	\$13,500.00	\$20.45	\$6,135.00	\$29.00	\$8,700.00
X	15	Install 24"x30" Tactile Band	24	Each	\$450.00	\$10,800.00	\$175.00	\$4,200.00	\$350.00	\$8,400.00
X	16	Class 6 Base Material (Place and Compact)	9	Ton	\$85.00	\$765.00	\$92.60	\$833.40	\$105.00	\$945.00
X	17	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$17,000.00	\$17,000.00
X	18	Traffic Control	1	LS	\$11,000.00	\$11,000.00	\$4,320.00	\$4,320.00	\$17,000.00	\$17,000.00
X	19	Erosion and Sediment Control	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00
Total						\$155,610.00		\$111,327.08		\$177,644.00

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

BID ALT NO. 1

Bid Alt No. 1					Baha Construction, Inc.		Full Tilt Construction, Inc		JARCCO Construction LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	20	Remove Asphalt	242	SF	\$5.00	\$1,210.00	\$2.43	\$588.06	\$7.00	\$1,694.00
X	21	Remove Curb and Gutter	88	LF	\$12.00	\$1,056.00	\$12.62	\$1,110.56	\$19.00	\$1,672.00
X	22	Remove Concrete	449	SF	\$5.00	\$2,245.00	\$4.00	\$1,796.00	\$7.00	\$3,143.00
X	23	Remove Reinforced Concrete	248	SF	\$7.00	\$1,736.00	\$5.68	\$1,408.64	\$9.00	\$2,232.00
X	24	Remove Crosswalk Striping	100	SF	\$15.00	\$1,500.00	\$4.00	\$400.00	\$25.00	\$2,500.00
X	25	Remove Landscaping	38	LF	\$25.00	\$950.00	\$10.00	\$380.00	\$95.00	\$3,610.00
X	26	Construct Curb Head	69	LF	\$30.00	\$2,070.00	\$19.64	\$1,355.16	\$55.00	\$3,795.00
X	27	Construct Curb and Gutter	88	LF	\$45.00	\$3,960.00	\$41.38	\$3,641.44	\$50.00	\$4,400.00
X	28	Construct 4" Concrete	368	SF	\$12.00	\$4,416.00	\$15.50	\$5,704.00	\$10.00	\$3,680.00
X	29	Construct 6" Concrete	181	SF	\$16.00	\$2,896.00	\$12.13	\$2,195.53	\$11.00	\$1,991.00
X	30	Construct 7" Reinforced Concrete	248	SF	\$20.00	\$4,960.00	\$21.75	\$5,394.00	\$15.00	\$3,720.00

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

Bid Alt No. 1					Baha Construction, Inc.		Full Tilt Construction, Inc		JARCCO Construction LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	31	Construct 6" Asphalt Patch	242	SF	\$20.00	\$4,840.00	\$12.05	\$2,916.10	\$15.00	\$3,630.00
X	32	Install Preformed Thermoplastic Striping	100	SF	\$45.00	\$4,500.00	\$20.45	\$2,045.00	\$29.00	\$2,900.00
X	33	Install 24"x30" Tactile Band	8	Each	\$450.00	\$3,600.00	\$175.00	\$1,400.00	\$350.00	\$2,800.00
X	34	Class 6 Base Material (Place and Compact)	2	Ton	\$85.00	\$170.00	\$92.60	\$185.20	\$105.00	\$210.00
X	35	Mobilization	1	LS	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
X	36	Traffic Control	1	LS	\$1,500.00	\$1,500.00	\$4,320.00	\$4,320.00	\$15,000.00	\$15,000.00
X	37	Erosion and Sediment Control	1	LS	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00
Total						\$44,109.00		\$35,839.69		\$74,477.00

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

BID ALT NO. 2

Bid Alt No. 2					Baha Construction, Inc.		Full Tilt Construction, Inc		JARCCO Construction LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	38	Remove Asphalt	280	SF	\$5.00	\$1,400.00	\$2.43	\$680.40	\$7.00	\$1,960.00
X	39	Remove Curb and Gutter	91	LF	\$12.00	\$1,092.00	\$12.62	\$1,148.42	\$19.00	\$1,729.00
X	40	Remove Concrete	433	SF	\$5.00	\$2,165.00	\$4.00	\$1,732.00	\$7.00	\$3,031.00
X	41	Remove Reinforced Concrete	300	SF	\$7.00	\$2,100.00	\$5.68	\$1,704.00	\$9.00	\$2,700.00
X	42	Remove Crosswalk Striping	22	SF	\$15.00	\$330.00	\$4.00	\$88.00	\$25.00	\$550.00
X	43	Remove Landscaping	96	LF	\$25.00	\$2,400.00	\$10.00	\$960.00	\$45.00	\$4,320.00
X	44	Construct Curb Head	71	LF	\$30.00	\$2,130.00	\$19.64	\$1,394.44	\$55.00	\$3,905.00
X	45	Construct Curb and Gutter	91	LF	\$45.00	\$4,095.00	\$41.38	\$3,765.58	\$50.00	\$4,550.00
X	46	Construct 4" Concrete	340	SF	\$12.00	\$4,080.00	\$12.13	\$4,124.20	\$10.00	\$3,400.00
X	47	Construct 6" Concrete	180	SF	\$16.00	\$2,880.00	\$17.35	\$3,123.00	\$11.00	\$1,980.00
X	48	Construct 7" Reinforced Concrete	300	SF	\$20.00	\$6,000.00	\$21.75	\$6,525.00	\$15.00	\$4,500.00

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

Bid Alt No. 2					Baha Construction, Inc.		Full Tilt Construction, Inc		JARCCO Construction LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	49	Construct 6" Asphalt Patch	280	SF	\$20.00	\$5,600.00	\$12.05	\$3,374.00	\$15.00	\$4,200.00
X	50	Install Preformed Thermoplastic Striping	100	SF	\$45.00	\$4,500.00	\$20.45	\$2,045.00	\$29.00	\$2,900.00
X	51	Install 24"x30" Tactile Band	8	Each	\$450.00	\$3,600.00	\$175.00	\$1,400.00	\$350.00	\$2,800.00
X	52	Class 6 Base Material (Place and Compact)	2	Ton	\$85.00	\$170.00	\$92.60	\$185.20	\$105.00	\$210.00
X	53	Mobilization	1	LS	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$13,000.00	\$13,000.00
X	54	Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$4,320.00	\$4,320.00	\$13,000.00	\$13,000.00
X	55	Erosion and Sediment Control	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00
Total						\$49,542.00		\$38,069.24		\$76,235.00

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

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Full Tilt Construction, Inc	JARCCO Construction LLC
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
SAM.gov Registration	Pass		
Section 3 Forms			
Section 3 Form S3a Section 3 Compliance			
Section 3 Form S3e Business Certification			
Has/is this firm or any officer or partner of this firm:			

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

Question Title	Baha Construction, Inc.	Full Tilt Construction, Inc	JARCCO Construction LLC
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: August 28, 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 ESTABLISHING ACCOUNT PROJECT NO. CI2327, WHITLOCK PLANT OUTFLOW REPAIRS PROJECT, TRANSFERRING \$77,119 FROM ACCOUNT PROJECT NO. CI2322, FOUNTAIN CREEK TRAIL PROJECT TO ACCOUNT PROJECT NO. CI2327, WHITLOCK PLANT OUTFLOW REPAIRS PROJECT, RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$67,060 TO PARKER EXCAVATING, INC., FOR PROJECT NO. 23-110, WHITLOCK PLANT OUTFLOW EMERGENCY CULVERT REPAIRS, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution creates account Project CI2327, Whitlock Plant Outflow Repairs, transfers funds in the amount of \$77,119.00 from account Project No. CI2322, Fountain Creek Trail Project to account Project No. CI2327, and ratifies and approves the award of an Emergency Construction Contract to Parker Excavating, Inc., for Project No. 23-110, Whitlock Plant Emergency Culvert Repairs.

PREVIOUS COUNCIL ACTION:

Ordinance 10482, dated June 12, 2023 established account Project No. CI2322 - Fountain Creek Trail Repairs, transferred funds in the amount of \$250,000.00 from the unappropriated fund balance of the General Fund and budgeted and appropriated said funds in the amount of \$250,000.00 to account Project No. CI2322.

BACKGROUND:

The project consists of emergency culvert repairs to the Whitlock Ditch Overflow. The Arkansas River Trail has been undermined due to the recent storms, making it unsafe for emergency vehicles to cross the culvert.

The Resolution ratifies the emergency construction contract that was awarded to Parker Excavating, Inc., and transfers unused funds from the Fountain Creek Trail Repairs.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$77,119.00 is being transferred from account Project No. CI2322 to CI2327, Whitlock Plant Outflow Repairs project.

Funding in the amount of \$77,119.00 will be paid from account Project No. CI2327, Whitlock Plant Outflow Repairs project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not approve this Resolution, but this would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-110 Bid Summary

RESOLUTION NO. 15348

A RESOLUTION ESTABLISHING ACCOUNT PROJECT NO. CI2327, WHITLOCK PLANT OUTFLOW REPAIRS PROJECT, TRANSFERRING \$77,119 FROM ACCOUNT PROJECT NO. CI2322, FOUNTAIN CREEK TRAIL PROJECT TO ACCOUNT PROJECT NO. CI2327, WHITLOCK PLANT OUTFLOW REPAIRS PROJECT, RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$67,060 TO PARKER EXCAVATING, INC., FOR PROJECT NO. 23-110, WHITLOCK PLANT OUTFLOW EMERGENCY CULVERT REPAIRS, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

WHEREAS, an Emergency City improvement contract was requested by the Director of Public Works and authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code for Project 23-110, Whitlock Plant Outflow Emergency Culvert Repairs; and,

WHEREAS, the proposal of Parker Excavating, Inc., was the lowest of those bids received by informal bidding and was determined to be the proposal which will achieve maximum economy to the City of Pueblo under the conditions prevailing; and,

WHEREAS, an emergency construction contract to complete the repairs was awarded to Parker Excavating, Inc., under Project No. 23-110; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Account Project No. CI2327, Whitlock Plant Outflow Repairs Project, is hereby established.

SECTION 2.

Funds in the amount of \$77,119.00 are hereby transferred from account Project No. CI2322, Fountain Creek Trail Repairs into account Project No. CI2327, Whitlock Plant Outflow Repairs Project.

SECTION 3.

City Council ratifies and approves the contract for the culvert repairs at the Whitlock Plant Outflow with Parker Excavating, Inc., Project No. 23-110, Whitlock Plant Outflow Emergency Culvert Repairs project awarded to said contractor in the amount of \$67,060.00.

SECTION 4.

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

SECTION 5.

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.....\$10,059.00

SECTION 6.

Funds in the amount of \$77,119.00, for the contract and contingencies for Project No. 23-110 shall be from account Project No. CI2327, Whitlock Plant Outflow Repairs.

SECTION 7.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract, are hereby ratified.

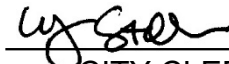
SECTION 8.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 28, 2023

BY: Larry Atencio
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. 23-110
Whitlock Plant Outflow Emergency Culvert Repairs
RESPONSE DEADLINE: July 27, 2023 at 10:00 am
Report Generated: Thursday, July 27, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Parker Excavating, Inc.	\$67,060.00
Russ Grading & Excavating LLC	\$192,750.00
K.R. Swerdfeger Construction, Inc.	\$199,995.00

TABLE 1

					K.R. Swerdfeger Construction, Inc.		Parker Excavating, Inc.		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Concrete	100	SF	\$58.00	\$5,800.00	\$18.00	\$1,800.00	\$15.00	\$1,500.00
X	2	Remove Corrugated Metal Pipe	30	LF	\$362.00	\$10,860.00	\$125.00	\$3,750.00	\$50.00	\$1,500.00
X	3	Install New 72" RCP	30	LF	\$1,928.00	\$57,840.00	\$335.00	\$10,050.00	\$725.00	\$21,750.00
X	4	Place 7-inch Reinforced Concrete Sidewalk	250	SF	\$96.00	\$24,000.00	\$18.00	\$4,500.00	\$40.00	\$10,000.00
X	5	Install Flow-Fill	10	CY	\$800.00	\$8,000.00	\$255.00	\$2,550.00	\$250.00	\$2,500.00

EVALUATION TABULATION

IFB No. 23-110

Whitlock Plant Outflow Emergency Culvert Repairs

Selected	Line Item	Description	Quantity	Unit of Measure	K.R. Swerdfeger Construction, Inc.		Parker Excavating, Inc.		Russ Grading & Excavating LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	6	Clearing and Grubbing	1	LS	\$7,415.00	\$7,415.00	\$3,510.00	\$3,510.00	\$10,500.00	\$10,500.00
X	7	Place 7-inch Reinforced Concrete Headwalls	2	EA	\$13,120.00	\$26,240.00	\$9,388.00	\$18,776.00	\$25,000.00	\$50,000.00
X	8	Place 7-inch Reinforced Concrete Wingwalls	2	EA	\$19,520.00	\$39,040.00	\$7,912.00	\$15,824.00	\$25,000.00	\$50,000.00
X	9	Erosion & Sediment Control	1	LS	\$14,800.00	\$14,800.00	\$1,800.00	\$1,800.00	\$25,000.00	\$25,000.00
X	10	Mobilization	1	LS	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$20,000.00	\$20,000.00
Total						\$199,995.00		\$67,060.00		\$192,750.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	K.R. Swerdfeger Construction, Inc.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Whitlock Plant Outflow Emergency Culvert Repairs

Page 2

EVALUATION TABULATION

IFB No. 23-110

Whitlock Plant Outflow Emergency Culvert Repairs

Question Title	K.R. Swerdfeger Construction, Inc.	Parker Excavating, Inc.	Russ Grading & Excavating LLC
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:			
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Whitlock Plant Outflow Emergency Culvert Repairs

Page 3



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: August 28, 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 ESTABLISHING ACCOUNT PROJECT NO. CI2326, CHILLER COMPRESSOR UNIT REPAIRS PROJECT, TRANSFERRING \$60,836.75 FROM ACCOUNT PROJECT NO. CI2322, FOUNTAIN CREEK TRAIL PROJECT TO ACCOUNT PROJECT NO. CI2326, CHILLER COMPRESSOR UNIT REPAIRS PROJECT, RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$56,545 TO CARRIER CORPORATION, FOR PROJECT NO. 23A-045, CHILLER COMPRESSOR UNIT REPAIRS AT PMJC, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution creates account Project CI2326 for the Chiller Compressor Unit Repairs Project, transfers funds in the amount of \$60,836.74 from account Project CI2322 to CI2326 - Chiller Compressor Unit Repairs Project and ratifies and approves award of an Emergency Construction Contract to Carrier Corporation, for Project No. 23a-045, Chiller Compressor Unit Repairs at PMJC.

PREVIOUS COUNCIL ACTION:

Ordinance 10482, dated June 12, 2023, established account Project CI2322 - Fountain Creek Trail Repairs, transferred funds in the amount of \$250,000.00 from the unappropriated fund balance of the General Fund and budgeted and appropriated said funds in the amount of \$250,000.00 to account Project No. CI2322.

BACKGROUND:

The chiller compressor is at the end of its life cycle. The conductivity of the unit was measured at 80 ohms, whereas 200-300 ohms is the normal operating range, and 50 ohms is dead. The replacement timeline for the unit is over four months.

This Resolution ratifies the emergency Concrete Contract that was awarded to Carrier Corporation, and transfers unused funds from the Fountain Creek Trail Repairs.

FINANCIAL IMPLICATIONS:

The funds in the amount of \$60,836.74 are being transferred from account Project CI2322 to CI2326, Chiller Compressor Unit Repairs Project.

Funding in the amount of \$60,836.74 will be paid from account Project No. CI2326, Chiller Compressor Unit Repairs Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not approve this Resolution, but this would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15349

A RESOLUTION ESTABLISHING ACCOUNT PROJECT NO. CI2326, CHILLER COMPRESSOR UNIT REPAIRS PROJECT, TRANSFERRING \$60,836.75 FROM ACCOUNT PROJECT NO. CI2322, FOUNTAIN CREEK TRAIL PROJECT TO ACCOUNT PROJECT NO. CI2326, CHILLER COMPRESSOR UNIT REPAIRS PROJECT, RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$56,545 TO CARRIER CORPORATION, FOR PROJECT NO. 23A-045, CHILLER COMPRESSOR UNIT REPAIRS AT PMJC, AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

WHEREAS, an emergency City improvement contract was requested by the Director of Public Works and authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code for Project 23a-045, Chiller Compressor Unit Repairs at PMJC; and,

WHEREAS, the proposal of Carrier Corporation, was the lowest of those bids received by informal bidding and was determined to be the proposal which will achieve maximum economy to the City under the conditions prevailing; and,

WHEREAS, an emergency construction contract to complete the repairs was awarded to Carrier Corporation, under Project No. 23a-045; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Account Project No. CI2326, Chiller Compressor Unit Repairs Project, is hereby established.

SECTION 2.

Funds in the amount of \$60,836.74 are hereby transferred from account Project No. CI2322, Fountain Creek Trail Repairs into account Project No. CI2326, Chiller Compressor Unit Repairs Project.

SECTION 3.

City Council ratifies and approves the contract for the chiller condenser repairs at PMJC with Carrier Corporation, Project No. 23a-045, Chiller Condenser Unit Repairs at PMJC project awarded to said contractor in the amount of \$56,545.00.

SECTION 4.

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

SECTION 5.

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.....\$4,291.74

SECTION 6.

Funds in the amount of \$60,836.74, for the contract and contingencies for Project No. 23a-045 shall be from account Project C12326, Chiller Compressor Unit Repairs.

SECTION 7.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract, are hereby ratified.

SECTION 8.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 28, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: August 28, 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 CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$8,351 TO GARCIA CONCRETE LLC., FOR PROJECT NO. 23-079, CONCRETE IMPROVEMENTS - CRANE RIDGE DRIVE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards Contract Amendment No. 1 in the amount of \$8,351 to Garcia Concrete LLC., for Project No. 23-079 Concrete Improvements - Crane Ridge Drive.

PREVIOUS COUNCIL ACTION:

Resolution 15244, dated May 22, 2023, awarded a Construction Contract to Garcia Concrete LLC., for Project No. 23-079 Concrete Improvements - Crane Ridge Drive.

BACKGROUND:

The original project, awarded to Garcia Concrete LLC., consisted of curb and gutter and concrete repairs to Crane Ridge Drive. Upon inspection, additional concrete roadway needed to be removed and replaced. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to complete the additional work.

This Resolution approves an amendment to increase the contract award amount previously awarded to Garcia Concrete LLC.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$8,351.00 will be paid from account Project No. CI2309, Road and Street Improvements.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution would cancel the additional work.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Resolution15244
2. 23-079 Amendment No. 1 - Garcia Concrete LLC Concrete Improvements - Crane Ridge Drive

RESOLUTION NO. 15350

A RESOLUTION AWARDING CONTRACT AMENDMENT NO. 1
IN THE AMOUNT OF \$8,351 TO GARCIA CONCRETE LLC.,
FOR PROJECT NO. 23-079, CONCRETE IMPROVEMENTS -
CRANE RIDGE DRIVE, AND AUTHORIZING THE PURCHASING
AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Garcia Concrete LLC., under
Contract Number 23-079; and

WHEREAS, additional work is necessary to remove and replace a portion of the concrete
roadway; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

This Contract Amendment No. 1 to the Construction Contract for 23-079 Concrete
Improvements - Crane Ridge Drive with Garcia Concrete LLC., in the amount of \$8,351.00, is
for additional concrete roadway to be removed and replaced.

SECTION 2.

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

SECTION 3.

Funds for Project 23-079 shall be from account Project No. CI2309, Road and Street
Improvements.

SECTION 4.

The officers and staff of the City of Pueblo are authorized to perform any and all acts
consistent with this Resolution and the contract to implement the transactions described herein.
Furthermore, all actions previously taken by officers and staff of the City consistent with the
contract, including any payments authorized under the contract, are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 28, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: May 22, 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 \$61,095 TO GARCIA CONCRETE, LLC., A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-079, CONCRETE IMPROVEMENTS - CRANE RIDGE DRIVE, SETTING FORTH \$9,164 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Garcia Concrete, LLC., a Limited Liability Company, for 23-079, Concrete Improvements - Crane Ridge Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will provide curb and gutter and concrete repairs to Crane Ridge Drive. The Resolution awards the construction contract to Garcia Concrete, LLC., a Limited Liability Company.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$70,259 will be paid from account CI2309 Road and Street Improvements.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-079 Evaluation Tabulation

RESOLUTION NO. 15244

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$61,095 TO GARCIA CONCRETE, LLC., A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-079, CONCRETE IMPROVEMENTS - CRANE RIDGE DRIVE, SETTING FORTH \$9,164 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-079, Concrete Improvements - Crane Ridge Drive, have been received and examined; and

WHEREAS, the proposal of Garcia Concrete, LLC., a Limited Liability Company, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-079, Concrete Improvements - Crane Ridge Drive to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 23-079, Concrete Improvements - Crane Ridge Drive, to be performed and the contract for said project is hereby awarded to Garcia Concrete, LLC., a Limited Liability Company, in the amount of \$61,095.

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.....\$9,164

SECTION 4.

Funds for Project 23-079 (including contingencies and additional work) shall be from Project No. C12309, Road and Street Improvements.

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.

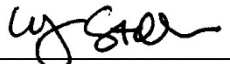
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 22, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of August 29, 2023, by and between the City of Pueblo, a Municipal Corporation ("City") and Garcia Concrete, LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated June 6, 2023, for Bid 23-079 (CI2309) Concrete Improvements – Crane Ridge Drive (the "Construction Agreement"); and

WHEREAS, City and Contractor desire to amend the Construction Agreement subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City and Contractor hereby agree to the following:

1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of \$78,610.00, which amount includes the original contract amount of \$61,095.00, Contract Change Order No. 1 in the amount of \$9,164.00, and the additional contract amount of \$8,351.00 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall not be extended.

2. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Construction Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this Amendment.

3. This Amendment 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

PUEBLO, A MUNICIPAL CORPORATION

GARCIA CONCRETE, LLC

By _____
Naomi Hedden, Director of Purchasing

By _____
Adan Garcia, Managing Member

ATTEST:

Marisa Stoller, City Clerk

BALANCE OF APPROPRIATION EXISTS FOR
THIS CONTRACT AND FUNDS ARE AVAILABLE:

Alexandria Romero, Director of Finance

APPROVED AS TO FORM:

Robert P. Jagger, City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

BID 23-079 (CI2309) CONCRETE IMPROVEMENTS-CRANE RIDGE DRIVE

The undersigned hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

Additional Work Item	Quantity	Grand Total for Additional Work
Additional work and materials required to complete project.	Lump Sum	\$8,351.00

(Eight Thousand Three Hundred Fifty One and 00/100-----Dollars)

The undersigned has examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. The City is not responsible for bidding errors resulting from Contractor's failure to follow this requirement.

GARCIA CONCRETE, LLC

By: _____
Adan Garcia, Managing Member



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: August 28, 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 TOM CORLETT TO COMPLETE A FOUR-YEAR TERM EXPIRING
JUNE 30, 2027 ON THE PUEBLO ENERGY ADVISORY COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Tom Corlett to complete a four-year term expiring June 30, 2027 on the Pueblo Energy Advisory Commission.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Pueblo 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 expiration of David Lucas who did not reapply, the resignations of Marty Adams and Woody Percival, and the removals of Josh Montelongo, Adam Haman, and Monica Younger, there are 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. 15351

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF TOM CORLETT TO COMPLETE A FOUR-YEAR
TERM EXPIRING JUNE 30, 2027 ON THE PUEBLO ENERGY
ADVISORY COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Tom Corlett to complete a four-year term expiring June 30, 2027 on the Pueblo Energy Advisory Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Tom Corlett to the Pueblo Energy Advisory Commission to complete 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: August 28, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: August 28, 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 APPOINTING ANDY JESIK TO SERVE A THREE-YEAR TERM EXPIRING OCTOBER 1, 2026 ON THE REGIONAL BUILDING COMMISSION

SUMMARY:

This Resolution appoints Andy Jesik to serve a three-year term expiring October 1, 2026 on the Regional Building Commission.

PREVIOUS COUNCIL ACTION:

The Mayor and City Council have made appointments to the Pueblo Regional Building Commission selecting individuals as City appointments to serve terms which expire during a calendar year.

BACKGROUND:

Due to the term expiration of John Ribal, there is one appointment available to serve a three-year term expiring October 1, 2026 on the Regional Building Commission.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15352

A RESOLUTION APPOINTING ANDY JESIK TO SERVE A
THREE-YEAR TERM EXPIRING OCTOBER 1, 2026 ON THE
REGIONAL BUILDING COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested the City Council appoint his nomination of Andy Jesik to the Regional Building Commission to serve a three-year term expiring October 1, 2026; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Andy Jesik is hereby appointed to the Regional Building Commission to serve a three-year term expiring October 1, 2026.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: August 28, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: August 28, 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-23-10) TO THE PUEBLO CHAMBER OF COMMERCE FOR THE USE OF GRAND AVENUE FROM CITY CENTER DRIVE TO UNION AVENUE, D STREET FROM VICTORIA AVENUE TO MAIN STREET, C STREET FROM VICTORIA AVENUE TO MAIN STREET, UNION AVENUE FROM CITY CENTER DRIVE TO B STREET, AND ALAN HAMEL AVENUE FROM UNION AVENUE TO MAIN STREET TO HOST THE 29TH ANNUAL CHILE AND FRIJOLES FESTIVAL

SUMMARY:

Attached is a draft revocable permit submitted by the Pueblo Chamber of Commerce.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo Chamber of Commerce has submitted a revocable permit (REV-23-10) application requesting the use of the right-of-way located at Grand Avenue from City Center Drive to Union Avenue, D Street from Victoria Avenue to Main Street, C Street from Victoria Avenue to Main Street, Union Avenue from City Center Drive to B Street, and Alan Hamel Avenue from Union Avenue to Main Street to host the 29th Annual Chile and Frijoles Festival from September 20, 2023, at 7:00 a.m. until September 26, 2023, at 5:00 p.m.

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 hosting their annual Chile and Frijoles Festival.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT 23-10

RESOLUTION NO. 15353

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-10) TO THE PUEBLO CHAMBER OF COMMERCE FOR THE USE OF GRAND AVENUE FROM CITY CENTER DRIVE TO UNION AVENUE, D STREET FROM VICTORIA AVENUE TO MAIN STREET, C STREET FROM VICTORIA AVENUE TO MAIN STREET, UNION AVENUE FROM CITY CENTER DRIVE TO B STREET, AND ALAN HAMEL AVENUE FROM UNION AVENUE TO MAIN STREET TO HOST THE 29TH ANNUAL CHILE AND FRIJOLES FESTIVAL

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-10) is authorized to be issued to the Pueblo Chamber of Commerce for the use of Grand Avenue from City Center Drive to Union Avenue, D Street from Victoria Avenue to Main Street, C Street from Victoria Avenue to Main Street, Union Avenue from City Center Drive to B Street, and Alan Hamel Avenue from Union Avenue to Main Street to host the 29th Annual Chile and Frijoles Festival

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.

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.

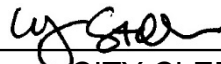
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 28, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
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: **Greater Pueblo Chamber of Commerce 302 N. Santa Fe Avenue 719-542-1704 3 Wren Way Pueblo, Co., 81005**
2. Permitted Area: **Grand Avenue from City Center Drive to Union Avenue, D Street from Victoria Avenue to Main Street, C Street from Victoria Avenue to Main Street, Union Avenue from City Center Drive to B Street, and Alan Hamel Avenue from Union Avenue to Main Street**
3. Purpose of Revocable Permit: **The 29th annual Chile & Frijoles Festival**
4. Commencement Date: **September 20, 2023 Time: 7am**
5. Ending Date: **September 26, 2023 Time: 5pm**

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 14 day of August, 2023.

PERMITTEE:

Organization or
Individual:

By:

Title:

Greater Pueblo Chamber of Commerce
Duane Nave
14 August 2023
President & CEO

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 14 day of August, 2023 by Duane Nave as President & CEO.

My commission expires: Feb 24, 2025.

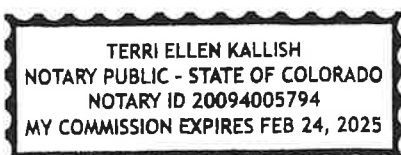
Juan Ellen Kales

Notary Public

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

By _____

Nicholas A. Gradisar, Mayor





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF OPERATING ARP GRANT MAY 19, 2023, RELATING TO AWARD NO. CO-2023-019-00 BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$297,737 BUDGETING AND APPROPRIATING \$297,737 INTO PROJECT PT2302

SUMMARY:

Attached is a Grant Agreement between the City of Pueblo and the Federal Transit Administration for FY2021 Section 5307 ARP Act Grant for \$297,737.00 allocation.

PREVIOUS COUNCIL ACTION:

No previous Council actions.

BACKGROUND:

This is a FY2021 Section 5307 ARP Act Grant for \$297,737.00 allocation. Per the ARP Act, the Grant provided is 100% Federal share. This Grant utilizes ARP Act funding to prevent, prepare for, and respond to COVID-19. The Grant Scope of Work includes the following projects:

\$35,000 – Computer Replacement

\$262,737 – Capital, Operating, PM, & Paratransit Operating

\$297,737 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total Project cost is \$297,737. The Federal 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 2021 ARP Act Grant Apportionment.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Attachment to ARP Grant Ordinance

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF OPERATING ARP GRANT MAY 19, 2023, RELATING TO AWARD NO. CO-2023-019-00 BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$297,737 BUDGETING AND APPROPRIATING \$297,737 INTO PROJECT PT2302

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

SECTION 1.

The ARP Grant Agreement FTA Section 5307, dated May 19, 2023, relating to Award No. CO-2022-019-00 between the City of Pueblo and the United States of America, Department of Transportation, Federal Transit Administration, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Grant Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

Project Number PT2302 is hereby established, and with respect to the Grant Funds received under the Grant Agreement, \$297,737 is budgeted and appropriated into Project PT2302.

SECTION 4.

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 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

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-30)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(30), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

Award Information

Federal Award Identification Number: CO-2023-019-00

Award Name: Pueblo Transit FFY21 ARP Section 5307 funds for Capital, Operating, PM, & Paratransit Operating

Award Start Date: 5/19/2023

Original Award End Date: 3/31/2024

Current Award End Date: 3/31/2024

Award Executive Summary: This is an FFY 2021 Section 5307 ARP funding application for Pueblo Transit in the amount of \$297,737 (this is the total remaining amount, \$307,724 was awarded in CO-2022-013-00), representing 100% federal share of the total eligible amount. This application utilizes ARP funding to prevent, prepare for, and respond to coronavirus. The application scope of work includes;

Capital purchase for computers for administrative use; fixed route operating assistance, including 1% for security; paratransit operating assistance; preventive maintenance (vehicle); and preventive maintenance (facility).

Pueblo Transit certifies that it, and its subrecipients and contractors that are providers of public transportation, have not furloughed any employees since March 27, 2020 (the enactment date of the CARES Act).

Pueblo Transit agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

Per ARP, the projects in this application are not required to be programmed in the Long-Range Transportation Plan, Statewide Transportation Plan, or Statewide Transportation Improvement Program.

The following supporting documents are included in Application Details:

Program of Projects

STIP/TIP

ARP Governors Apportionment signed letter

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is not using Pre-Award Authority.

Award Budget

Total Award Budget: \$297,737.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$297,737.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$297,737.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	\$297,737
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$297,737

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concur - Certified

DOL Review Date: 5/19/2023

DOL Certification Date: 5/19/2023

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

David Beckhouse

Deputy Regional Administrator

FEDERAL TRANSIT ADMINISTRATION

U.S. DEPARTMENT OF TRANSPORTATION

Contact Info: david.beckhouse@dot.gov

Award Date: 5/19/2023

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

CITY OF PUEBLO

-

- By _____
 Mayor

-

- ATTEST:

-

-

 City Clerk

-

-



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 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 CLOSING PROJECT PT2202 BONUS PAY AND MOVING REMAINING FUNDS \$25,506.80 INTO PROJECT PT2201 SHOP TRUCK REPLACEMENT TO PURCHASE A NEW MAINTENANCE VEHICLE

SUMMARY:

This Ordinance closes project PT2202 Bonus Pay and reappropriates the remaining funds into project PT2201 Shop Truck Replacement to purchase an additional maintenance vehicle

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In 2022, ARP Grant CO-2022-013-00 was budgeted and appropriated into projects PT 2201 \$75,000 Shop Truck Replacement, PT2202 \$102,724 Bonus Pay, and PT 2203 \$130,000 Bus Surveillance Equipment. . All projects have been completed with the remaining funds to be placed in PT 2201 for another maintenance vehicle procurement.

FINANCIAL IMPLICATIONS:

Pueblo Transit will be purchasing a new maintenance vehicle with the remaining grant funding.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should this Ordinance not pass, Pueblo Transit would have to return the remaining funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Attachment to Shop Truck Replacement Ord

ORDINANCE NO.

AN ORDINANCE CLOSING PROJECT PT2202 BONUS PAY AND
MOVING REMAINING FUNDS \$25,506.80 INTO PROJECT
PT2201 SHOP TRUCK REPLACEMENT TO PURCHASE A NEW
MAINTENANCE VEHICLE

WHEREAS, in 2022, the City received ARP Grant Funds for projects PT 2201 \$75,000 Shop Truck Replacement, PT2202 \$102,724 Bonus Pay, and PT 2203 \$130,000 Bus Surveillance equipment.

WHEREAS, the City has completed the projects and intends to expend the remaining funds on a maintenance vehicle; NOW, THEREFORE,

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

SECTION 1.

Remaining funds in project PT2202 Bonus Pay \$25,506.80 shall be budgeted and appropriated into Pueblo Transit Project PT2201 Shop Truck Replacement and will be used to purchase a maintenance vehicle.

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 Ordinance.

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

Award - Budget Change History

Federal Award Identification Number (FAIN)	CO-2022-013-00
Temporary Application Number	1140-2022-1
Award Name	ARP Section 5307 Pueblo Transit - Support Vehicle, Surveillance Equipment and Operating Assistance
Award Status	Active (Executed)
Budget Revision Number	1

Period of Performance Start Date	4/26/2022	
Original Period of Performance End Date	9/30/2023	
Current Period of Performance End Date	9/30/2023	Revision #: 0

Part 1: Recipient Information

Name: CITY OF PUEBLO

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1140	City	Pueblo, City of	NJK3BNUDRHJ7	010620284

Location Type	Address	City	State	Zip
Headquarters	1 CITY HALL PL	PUEBLO	CO	81003
Mailing Address	DEPARTMENT OF FINANCE	PUEBLO	CO	81002
Physical Address	1 CITY HALL PL	PUEBLO	CO	81003

Part 2: Award Information

Title: ARP Section 5307 Pueblo Transit - Support Vehicle, Surveillance Equipment and Operating Assistance
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FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
CO-2022-013-00	Active (Executed)	Grant	3/9/2022	4/26/2022	No

Part 3: Budget Revision Information

Status
Approved

Budget Revision Reason(s)
Modify FTA Funding Within Existing Scope

Budget Revision Narrative
Pueblo Transit wants to modify the amount of funds within the existing scope and purchase and additional 2023 Shop vehicle. Pueblo Transit wants to transfer the Overage of funds obligated in budget line item 30.09.08 totaling \$25,506.80 into budget line item 11.42.11 and purchase another shop vehicle for the maintenance division.

Award Budget Control Totals

Funding Source	Award Amount	Difference	Current Revision Amount
5307 - Urbanized Area Formula Grants (ARPA)	\$307,724	\$0	\$307,724

Award Budget Summary: Award Amount to Current Revision

Budget Item	Award FTA Amount	Cumulative Difference	Current Revision	Award Cumulative Non-	Cumulative Difference	Current Revision	Award Total	Cumulative Difference	Current Revision	Award Quantity
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				FTA Amount	FTA Cost		Non-FTA Amount	Eligible Cost		Total Eligible Cost	
30.09.08	Operating assistance	\$102,724.00	\$0	\$102,724.00	\$0.00	\$0	\$0.00	\$102,724.00	\$0	\$102,724.00	1
11.42.09	Acquire security/surveillance cameras	\$130,000.00	\$0	\$130,000.00	\$0.00	\$0	\$0.00	\$130,000.00	\$0	\$130,000.00	1
11.42.11	Acquire Service Truck	\$75,000.00	\$0	\$75,000.00	\$0.00	\$0	\$0.00	\$75,000.00	\$0	\$75,000.00	1

Award Budget Summary: Previous Revision to Current Revision

Budget Item	Previous FTA Amount	Difference	Current Revision FTA Amount	Previous Non-FTA Amount	Difference	Current Revision Non-FTA Amount	Previous Total Eligible Cost	Difference	Current Revision Total Eligible Cost	Previous Quantity
30.09.08 Operating assistance	\$102,724.00	\$0	\$102,724.00	\$0.00	\$0	\$0.00	\$102,724.00	\$0	\$102,724.00	1
11.42.09 Acquire security/surveillance cameras	\$130,000.00	\$0	\$130,000.00	\$0.00	\$0	\$0.00	\$130,000.00	\$0	\$130,000.00	1
11.42.11 Acquire Service Truck	\$75,000.00	\$0	\$75,000.00	\$0.00	\$0	\$0.00	\$75,000.00	\$0	\$75,000.00	1

Award-Level Scope Changes

Scope Code	Scope Name	Funding Source	FTA Amount - Award	Difference	FTA Amount - Current Revision	Cumulative Percent Change
114-00	BUS: SUPPORT EQUIP AND FACILITIES	5307 - Urbanized Area Formula Grants (ARPA)	\$205,000	\$0	\$205,000	0.00%
300-00	OPERATING ASSISTANCE	5307 - Urbanized Area Formula Grants (ARPA)	\$102,724	\$0	\$102,724	0.00%

Part 4: Project Information

Project Title: Project 1

Project Number	Date Created	Start Date	End Date
CO-2022-013-01-00	3/9/2022	1/1/2022	9/30/2023

Project Description

FFY21 ARPA 5307 funds are used to fund operating assistance for Pueblo Transit, and the purchase of a replacement support vehicle and replacement surveillance cameras, at a total FTA amount of \$307,724 using pre-award authority.

The federal share is 100%. Please see POP for the detailed information.

Operating activities qualify as a C-list categorical exclusion, C-4. Equipment purchases qualify as a C-list categorical exclusion, C-7.

Project Benefits

Maintain a state of good repair for Pueblo Transit fleet and camera system.

Additional Information

None provided.

Location Description

Pueblo is a city of 110,841 residents located in south central Colorado. Pueblo is the 8th largest city in the state and is the heart of the Pueblo Metropolitan Statistical Area (MSA) - the 6th largest in the state with a population of 168,424 (2019 US Census Bureau American Community Survey (ACS) 5-year Estimates). Pueblo Transit provides fixed route bus and paratransit services throughout a 55-square-mile service area in Pueblo, Colorado, and in the Salt Creek neighborhood in unincorporated Pueblo County.

Project Budget Control Totals

Funding Source	Award Amount	Difference	Current Revision Amount
5307 - Urbanized Area Formula Grants (ARPA)	\$307,724	\$0	\$307,724

Project Budget Summary: Award Amount to Current Revision

Budget Item	Award FTA Amount	Cumulative Difference	Current Revision FTA Amount	Award Non-FTA Cost	Cumulative Difference	Current Revision Non-FTA Amount	Award Total Eligible Cost	Cumulative Difference	Current Revision Total Eligible Cost	Award Quantity
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30.09.08	Operating assistance	\$102,724.00	\$0	\$102,724.00	\$0.00	\$0	\$0.00	\$102,724.00	\$0	\$102,724.00	1
11.42.09	Acquire security/surveillance cameras	\$130,000.00	\$0	\$130,000.00	\$0.00	\$0	\$0.00	\$130,000.00	\$0	\$130,000.00	1
11.42.11	Acquire Service Truck	\$75,000.00	\$0	\$75,000.00	\$0.00	\$0	\$0.00	\$75,000.00	\$0	\$75,000.00	1

Project Budget Summary: Previous Revision to Current Revision

Budget Item	Previous FTA Amount	Difference	Current Revision FTA Amount	Previous Non-FTA Amount	Difference	Current Revision Non-FTA Amount	Previous Total Eligible Cost	Difference	Current Revision Total Eligible Cost	Previous Quantity
30.09.08 Operating assistance	\$102,724.00	\$0	\$102,724.00	\$0.00	\$0	\$0.00	\$102,724.00	\$0	\$102,724.00	1
11.42.09 Acquire security/surveillance cameras	\$130,000.00	\$0	\$130,000.00	\$0.00	\$0	\$0.00	\$130,000.00	\$0	\$130,000.00	1
11.42.11 Acquire Service Truck	\$75,000.00	\$0	\$75,000.00	\$0.00	\$0	\$0.00	\$75,000.00	\$0	\$75,000.00	1



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A DEPARTMENT OF HOMELAND SECURITY (DHS) GRANT NO. EMW-2022-FG-05244 AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS2313 FOR THE PURCHASE OF FOUR SCBA'S AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$37,080 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

SUMMARY:

Attached is an agreement between the City of Pueblo and the United States Department of Homeland Security (DHS) concerning a grant in the award amount of \$37,080 to purchase four (4) self-contained breathing apparatus (SCBA) with harness/back packs, face piece and two (2) cylinders each.

PREVIOUS COUNCIL ACTION:

Not Applicable.

BACKGROUND:

The purpose of the Assistance to Firefighters Grant is to provide funding, in the amount of \$37,080, directly to the City of Pueblo Fire Department in order to purchase personal protection equipment (PPE).

FINANCIAL IMPLICATIONS:

Costs associated with this grant include the Finance Department staff time to review expenditures and to prepare and submit grant-required financial reporting.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2022 AFG NOFO
2. FEMA GRANT AWARD LETTER 082823

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A DEPARTMENT OF HOMELAND SECURITY (DHS) GRANT NO. EMW-2022-FG-05244 AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS2313 FOR THE PURCHASE OF FOUR SCBA'S AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$37,080 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo including its Fire Department, to accept grants from the federal government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the United States Department of Homeland Security ("DHS") has tendered a DHS Grant Award No. EMW-2022-FG-05244 in the amount of \$37,080, upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The DHS Grant Award No. EMW-2022-FG-05244 to the City of Pueblo in the amount of \$37,080. a true copy of which is attached hereto ("Award"), is hereby accepted in accordance with its terms and conditions and is approved. The Mayor is authorized to execute the Award acceptance in the name of and on behalf of the City.

SECTION 2.

Project No. PS2313 Assistance to Firefighters is hereby established. The total project amount of \$37,080 is hereby budgeted and appropriated to Project No. PS2313 for expenditure for the purposes authorized by the grant agreement.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with intent of this Ordinance and the attached contract to implement the transactions described therein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

The Department of Homeland Security
Notice of Funding Opportunity
Fiscal Year 2022 Assistance to Firefighters Grant Program

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that had an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process.

UEI registration information is available on GSA.gov at [Unique Entity Identifier Update | GSA](#).

Grants.gov registration information can be found at:

<https://www.grants.gov/web/grants/register.html>. Detailed information regarding UEI and SAM is also provided in [Section D](#) of this NOFO.

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A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.044

3. Assistance Listings Title

Assistance to Firefighters Grant (AFG)

4. Funding Opportunity Title

Fiscal Year 2022 Assistance to Firefighters Grant (AFG)

5. Funding Opportunity Number

DHS-22-GPD-044-00-98

6. Authorizing Authority for Program

Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

7. Appropriation Authority for Program

Title III, Division F of the *Department of Homeland Security Appropriations Act, 2022* (Pub. L. No. 117-103)

8. Announcement Type

Initial

9. Program Category

Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. Overview

The Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program has awarded approximately \$8.1 billion in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. Since FY 2018, the AFG Program has awarded more than 600 fire apparatuses, 102,000 personal protective equipment items, and 124,000 other fire equipment to over 3,800 unique recipients. During the same period, the AFG Program awarded 588 recipients approximately \$90 million to modify department facilities or implement wellness and fitness

priorities to protect firefighter health. Information about success stories for this program can be found at [Assistance to Firefighters Grants Program | FEMA.gov](#).

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the AFG Program supports the goal to Strengthen Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The [2022-2026 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and Prepared Nation. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

In 2021, the National Fire Protection Association (NFPA) published a needs assessment survey, highlighting challenges that departments across the nation faced with a lack of equipment, training, and health programs. The results revealed nearly two-thirds of departments have firefighters wearing personal protective clothing that is 10 years old or older; 21% of department personnel who perform emergency medical services have no certifications; 72% of fire departments do not have programs to maintain basic firefighter fitness and health; and nearly three-quarters (73%) of all fire departments in the U.S. do not have a behavioral health program. The needs assessment underscores the widespread lack of equipment, training, and health programs required for the life and safety of emergency personnel. The AFG Program seeks to meet those needs and bring such entities into compliance with industry standards.

b. Objectives

The objectives of the AFG Program are to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

c. Priorities

Information on program priorities and objectives for the FY 2022 AFG Program can be found in [Appendix B – Programmatic Information and Priorities](#).

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the

awarded grant in supporting AFG Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects and activities needed and requested in its application with the number acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who equipped 100% of on-duty active members with PPE in compliance with applicable NFPA and Occupational Safety and Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA or OSHA standards.
- Percentage of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program grant recipients for modifications to facilities projects who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards on housing and readiness posture.

B. Federal Award Information

- | | |
|------------------------------------|----------------------------------|
| 1. Available Funding for the NOFO: | \$324 million¹ |
| 2. Projected Number of Awards: | 2,000 |
| 3. Period of Performance: | 24 months |

While all recipients are expected to complete the awarded activities within the period of performance specified in the award package, extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to [Section H](#).

¹ Note that this figure differs from the total amount appropriated under the *Title III, Division F of Department of Homeland Security Appropriations Act, 2022*, Pub. L. No. 117-103. In this FY 2022 AFG Program NOFO, percentages of “available grant funds” refers to the total amount appropriated—\$360,000,000—by Pub. L. No. 117-103 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these “available grant funds” will be allocated to the Fire Prevention and Safety (FP&S) Program, which will have a separate NOFO and application period. \$36,000,000 will be allocated to FP&S for FY 2022.

FEMA awards under most programs, including this program, only include one budget period, so it will be the same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

4. Projected Period of Performance Start Date(s): N/A²
5. Projected Period of Performance End Date(s): N/A
6. Funding Instrument Type: Grant

C. **Eligibility Information**

1. **Eligible Applicants**

- **Fire Departments:** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,³ or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.
- **Nonaffiliated EMS organizations:** Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,² or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program:
 - Clinics;
 - Medical centers;
 - Medical college or university;
 - Infirmary;
 - Surgery centers; and
 - Any other institution, association, or foundation providing medical, surgical or psychiatric care and/or treatment for the sick or injured.

² FEMA funds AFG Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

³ The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. *See* 15 U.S.C. § 2203(10).

- ***State Fire Training Academies:*** An SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.³ Applicants must be designated either by legislation or by a Governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.
- ***Non-federal airport and/or port authority fire or EMS organizations*** are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: ***1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.***

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

2. Applicant Eligibility Criteria

The FY 2022 AFG Program has three activities:

- Operations and Safety;
- Vehicle Acquisition; and
- Regional Projects.

Each activity has its own eligibility requirements. These requirements are outlined in [Appendix B](#)– Programmatic Information and Priorities.

3. Other Eligibility Criteria

a. *National Fire Incident Reporting System (NFIRS)*

Although NFIRS reporting is not a requirement to apply for AFG Program funding, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the end of the 24-month

performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

Note: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

b. *National Incident Management System (NIMS)*

AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2022 AFG Program award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

4. *Maintenance of Effort (MOE)*

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG Program grant is awarded. In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance is at least 80% or more of the average of what the applicant spent on such costs for those activities in fiscal years 2020 and 2021. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO at a level that at least 80% or more of the average of what the applicant spent on such costs for those activities in fiscal years 2020 and 2021.

5. *Cost Share or Match*

Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C. § 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to not less than 15% of the federal funds awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5% of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10% of the grant awarded;
- When serving a jurisdiction of more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15% of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of

the state. The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the host and participating partner organizations that execute a Memorandum of Understanding (MOU) as described in [Appendix B: Regional Applications](#).

FEMA has developed a cost share calculator tool to assist applicants with determining their cost share. The cost share tool is available at:

<https://www.fema.gov/grants/preparedness/firefighters/assistance-grants>.

Types of Cost Share

- i. **Cash (Hard Match):** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional).
- ii. **Trade-In Allowance/Credit:** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.
- iii. **In-kind (Soft Match):** In-kind cost share is not allowable for the AFG Program.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

Economic Hardship Waivers

The FEMA Administrator may waive or reduce recipient cost share or Maintenance of Effort (MOE) requirements in cases of demonstrated economic hardship. Please see [Appendix C – Award Administration Information](#) for additional information.

D. Application and Submission Information

1. Key Dates and Times

- a. **Application Start Date:** 01/09/2023 at 8:00 a.m. ET
- b. **Application Submission Deadline:** 02/10/2023 at 5:00 p.m. ET

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in [Section D.9](#) of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in [Section G](#) of this NOFO, “DHS Awarding Agency Contact Information.” For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8 a.m.– 6 p.m. Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the AFG Program Helpdesk at 866-274-0960 or by e-mail at FireGrants@fema.dhs.gov. The AFG Program Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

- c. **Anticipated Funding Selection Date:** No later than April 30, 2023
- d. **Anticipated Award Date:** Beginning on approximately April 30, 2023 and continuing thereafter until all FY 2022 AFG Program grant awards are issued (but no later than September 30, 2023).
- e. **Other Key Dates**

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with login.gov;
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>;
- f. Submit the complete application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to

receiving a federal award, the applicant must notify FEMA as soon as possible by contacting FireGrants@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity. **For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.**

6. How to Register to Apply

a. *General Instructions:*

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active System for Award Management (SAM) registration and FEMA GO account to apply for grants.

b. *Obtain an UEI Number:*

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to [Sam.gov](https://sam.gov).

c. *Obtain Employer Identification Number*

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

d. *Create a login.gov account:*

Applicants must have a login.gov account to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to <https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

e. *Register with SAM:*

All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM, refer to <https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220 Monday through Friday, 8 AM - 8 PM ET.

f. *Register in FEMA GO, Add the Organization to the System, and Establish the AOR:*

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration

may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

7. Submitting the Final Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in [Section D.9](#) of this NOFO “Content and Form of Application Submission.” The Standard Forms (SF) may be accessed in the Forms tab under the [SF-424 family on Grants.gov](#). Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under [Section D.9](#) of this NOFO.

8. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

9. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see [Section D.10](#) of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in [Section G](#) of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

b. *Program-Specific Required Forms and Information*

For program-specific required and optional forms and information, please see the Appendices to this NOFO.

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant’s and their community’s uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the AFG Program to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant’s needs assessment report, survey, or any documented other efforts undertaken to identify the applicant’s unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant’s unique needs in alignment with their mission and AFG grant purpose;
- Additional information or evidence detailing the applicant’s particular risks; and
- Any other information deemed necessary to adequately weigh the applicant’s assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The narrative statement blocks do not allow for formatting. Do not type the narrative statements using only capital letters. Additionally, do not include tables, special characters, or fonts (e.g., quotation marks, bullets), or graphs. Space for the narrative statements is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

10. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. To be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, FEMA Policy #405-143-1](#) or superseding document.

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards . Effective August 13, 2020](#), FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” See 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see Appendix C for details. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See [Appendix C](#) for further information regarding grant writer fees and the "Additional Information" section of this NOFO for general procurement under grants requirements.

c. *Management and Administration (M&A) Costs*

M&A activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for reimbursement. No more than 3% of the federal share of AFG Program funds awarded may be expended by the recipient for M&A for purposes associated with the AFG Program award.

d. *Indirect Facilities & Administrative (F&A) Costs*

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FireGrants@fema.dhs.gov for further instructions. Post-award requests to charge indirect

costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

e. **Other Direct Costs**

- **Construction:** Construction costs are **not eligible** under the AFG Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in Appendix A: Funding Priorities, are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered “construction” for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.
- **Fire Departments and Nonaffiliated EMS organizations funding restrictions**
The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG Program award is limited to the maximum amounts set by § 33(c)(2) of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: (1) population served and (2) a 1% aggregate amount of available grant funds.

The population of the jurisdiction served by the recipient will determine the maximum amount of AFG Program funding a recipient is eligible to receive but no recipient may receive an award that exceeds 1% of available grant funds in FY 2022, or \$3.2 million. FEMA may waive this aggregate cap in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population.

The following table explains the maximum funding that a recipient may receive in FY 2022:

Population of the jurisdiction	Maximum award in FY 2022	Statutory waiver available subject to extraordinary need?
100,000 or fewer people	No more than \$1 million	None available
100,001 – 500,000 people	No more than \$2 million	None available
500,001 – 1,000,000 people	No more than \$3 million	None available
1,000,001 – 2,500,000 people	No more than \$3.2 million	Yes, but no more than \$6 million
More than 2,500,000 people	No more than \$3.2 million	Yes, but no more than \$9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, then the host has met their cap and is no longer eligible for additional funds under the AFG Program.

- **Allocations and Restrictions of Available Grant Funds by Organization Type**
 - **Fire Departments:** Not less than 25% of available grant funds shall be awarded to career, combination, or volunteer department types (total of 75 percent).
 - **Nonaffiliated EMS Organizations:** Not more than 2% of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
 - **Emergency Medical Services Providers:** Not less than 3.5% of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
 - **State Fire Training Academy:** Not more than 3% of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than \$500,000 of available federal grant funds may be awarded per SFTA applicant.
 - **Vehicles:** Not more than 25% of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10% of the total vehicle funds for ambulances.
 - **Micro Grants:** The selection of the voluntary Micro Grant option (cumulative federal funding of \$50,000) for eligible High Priority Operations and Safety activities does not impact an applicant's request or participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle Acquisition or Regional project. Of the 25% allocated to each of the career, combination, and volunteer departments, FEMA will aim to fund no less than 25% of the allocation for Micro Grants.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

Funding priorities and programmatic criteria for evaluating AFG Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The nine major fire service organizations represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for

awarding grants. The FEMA Administrator reviews and approves the CDP's recommendations. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of government-wide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal awards.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. *Supplemental Financial Integrity Criteria and Review*

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iv. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. *Review and Selection Process*

AFG Program applications are reviewed through a multi-phase process. All applications are

electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this funding notice.

Applications with the highest pre-score rankings are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-Scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in [Appendix B](#) and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. “Request Details” and “Budget” information should comply with program guidance and statutory funding limitations. The pre-score is half of the total application score.

ii. Peer Review Panel Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application’s merits based on the narrative statement on the requested activity. The evaluation elements listed in the “Narrative Evaluation Criteria” below will be used to calculate the narrative’s score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is half of the total application score.

iii. Narrative Evaluation Criteria

The Narrative Statements must provide specific details about the activity for which the applicants seek funding. Applicants must explain how the proposed activity(ies) relate to the Operations and Safety Activity or the Vehicle Acquisition Activity. FEMA reviews and compares applications for **duplication including narratives and statistical data**. Therefore, all elements of the Narrative Statements must be original, and **all statistical data must be accurate**. Applications with narratives that have substantial copying of sentences or paragraphs **and/or inaccurate data** that may mislead reviewers may be disqualified. Falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

a. Financial Need (25%)

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. The financial need statement should include

details describing the applicant's financial distress, such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

b. Project Description and Budget (25%)

The Project Description and Budget statement should clearly explain the applicant's project objectives and their relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission, and national, state, and/or local requirements. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

c. Cost Benefit (25%)

Applicants should describe how they plan to address the operational and personnel safety needs of the organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

d. Statement of Effect on Operations (25%)

The Statement of Effect on Operations should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

iv. Technical Evaluation Process (TEP)

The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility and recipient responsibility prior to recommending any application for award. Requests may be recommended for partial funding based on findings made during this assessment.

Once the TEP is complete, each application's cumulative score will be determined,

and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in [Appendix B](#): Restrictions on Use of Award Funds.

F. Federal Award Administration Information

In addition to the language below, please see [Appendix C](#) to this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. Difference between Application Request and Award

During the review process for an AFG Program award, FEMA may modify the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any such differences under the Approved Scope of Work section.

3. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2022 AFG Program award with a turndown notification.

4. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. *Environmental Planning and Historic Preservation (EHP) Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See [Executive Order \(EO\) 14030, Climate-Related](#)

[Financial Risk](#) and [FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\)](#).

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at <https://www.fema.gov/media-library/assets/documents/90195>. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at <https://www.fema.gov/media-library/assets/documents/85376>.

All modifications to facility activities, and any renovation to facilities that would qualify as a modification to a facility supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling Self-Contained Breathing Apparatus (SCBA)
- Air quality systems
- Fire/smoke/carbon monoxide alarm systems for the facility (life safety)
- Generators (fixed)
- Sprinklers
- Vehicle exhaust systems (fixed)
- Washer/dryer/extractor
- Fixed communications antennas onto a building
- Building renovations such as removal of walls or installation of electrical or water lines
- Training/exercises in natural settings such as rope or swift water
- LED signs

- Any scope of work that involves ground disturbances

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes
- Management, administrative, or personnel actions
- Classroom-based training
- Acquisition of mobile and portable equipment (not involving installation) on or in a building, and does not require a storage area to be constructed
- Purchase of PPE and/or SCBA

d. *Federal Flood Risk Management Standard*

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach.

5. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. *Financial Reporting Requirements*

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA. Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>

Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. *Programmatic Performance Reporting Requirements*

I. PROGRAMMATIC PERFORMANCE REPORT (PPR)

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO.

The PPR should include:

- A brief narrative of overall project(s) status
- A summary of project expenditures
- A description of any potential issues that may affect project completion

II. PPR PERIODS AND DUE DATES

The following reporting periods and due dates apply for the PPR:

- No later than July 30 (for the period January 1 – June 30)
- No later than January 30 (for the period July 1 – December 31)

c. *Closeout Reporting Requirements*

I. CLOSEOUT REPORTING

Within 120 days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original period of performance ends, recipients must liquidate all financial obligations and must submit the following:

- i. The final request for payment, if applicable;
- ii. The final FFR (SF-425);
- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance and
- iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. *Additional Reporting Requirements*

I. **DISCLOSING INFORMATION PER 2 C.F.R. § 180.335**

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals

falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at <https://www.gao.gov/yellowbook/overview>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>.

6. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *AFG Program Office Contact*

The AFG Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8 a.m. to 4:30 p.m. ET, Monday through Friday.

b. *Centralized Scheduling and Information Desk (CSID)*

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grant stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9 a.m.– 5 p.m. ET.

c. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. *FEMA Regional Offices*

Each FEMA region has Fire Program Specialists who can assist applicants with application information, award administration, and technical assistance. FEMA Regional Office contact information is available at <https://www.fema.gov/grants/preparedness/firefighters/regional-contacts>.

e. *Equal Rights*

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. *Systems Information*

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8 a.m. – 6 p.m. ET.

H. Additional Information

1. *FEMA Financial Assistance Programs for Infrastructure*

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 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.

After FEMA's General Applicability Public Interest waiver expires on Jan. 1, 2023 (or is otherwise extended), none of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference 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.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA 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%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure](#).

Definitions

Construction materials: an article, material, or supply—other than an item primarily of 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, paint and 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.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States: means the following for:

- 1) **Iron and steel:** All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) **Manufactured products:** The 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% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- 3) **Construction Materials:** All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States

2. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a

Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also [Section H.8](#) "Actions to Address Noncompliance" in this NOFO.

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

3. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

4. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay—including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;

- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than six months.

Example: Recipients may request an extension when an equipment order was placed during the POP but factors beyond the recipient's control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing POP; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other extenuating circumstances warrant a brief extension.

5. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach, and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

6. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities,

must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

7. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus

area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. See 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as [section D.10.a of the NOFO](#) regarding prohibitions on covered telecommunications equipment or services.

b. *Competition and Conflicts of Interest*

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;

- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. *Supply Schedules and Purchasing Programs*

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and

effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Fire Program Specialist or Program Analyst.

d. *Procurement Documentation*

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

8. Record Retention

a. *Record Retention Period*

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).

- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate.** See 2 C.F.R. § 200.334(f).

b. *Types of Records to Retain*

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications;
- Solicitations;
- Competitive quotes or proposals;
- Basis for selection decisions;
- Purchase orders;
- Contracts;
- Invoices; and
- Canceled checks.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

For any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. *Actions to Address Noncompliance*

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention;
- Failure to follow the procurement under grants requirements;
- Failure to submit closeout documents in a timely manner;
- Failure to follow EHP requirements and
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO,

and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see [Section F.8](#) of this NOFO under the header “Single Audit Report” within the subsection “Additional Reporting Requirements”.

The objectives of single audits are to:

- Determine whether financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine whether the entity complied with applicable laws, regulations and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor’s possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity’s compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through

entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

[Whole Community](#) includes:

- Individuals and families, including those with access and functional needs;
- Businesses;
- Faith-based and community organizations;
- Nonprofit groups;
- Schools and academia;
- Media outlets; and
- All levels of government, including state, local, tribal, territorial and federal partners.

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents and
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Appendix A – FY 2022 AFG Program Updates

Appendix A contains a brief list of changes between FY 2021 and FY 2022 to the AFG Program. The FY 2022 AFG Program funding notice contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Supporting Definitions:
Definition of Combination Fire Department was updated as follows: Combination Fire Department as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on- call, to be a combination fire department. This also includes non-fire emergency medical service personnel of the department.
- Under the Personal Protective Equipment Activity:
The following equipment was added as eligible under Additional Funding:
 - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of SCBA request under PPE activity.
 - PPE gear Washer/Extractor/Dryer in support of PPE gear request under PPE activity.
- Under Training Activity:
 - Various NFPA standards were updated to reflect the most current editions.
 - Props requested under the Training Activity must be essential to the training activity requested in the application.
- Under Equipment Activity:
 - P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
 - Repairs and upgrades to the existing simulators was added as High priority item for SFTA applicants.
 - Software and Learning Management System (LMS) for Fire Department applicants was changed to Low priority.
 - Vehicle mounted exhaust systems are High priority for Fire Department, Regional, nonaffiliated EMS, and SFTA applicants.
 - Subscriptions necessary for the operation of the awarded equipment and purchased concurrently are eligible.
 - Refurbished equipment was added under ineligible Equipment Activity.
- Under Modifications to Facilities the following ineligible items for Fire Departments and nonaffiliated EMS applicants were added:
 - Station maintenance.
 - Resurfacing of bay floors Interior remodeling not pertaining to the requested project(s).
 - Interior remodeling not pertaining to the requested project(s).
 - Food and beverages.

- Under Regional Applications:
 - Clarification that the host organization and its partners must be the intended beneficiaries of the proposed project was added.
 - Exception to the requirement for same vendor was added.
 - Clarification that the host of the Regional application is not considered a pass-through entity and may not issue any subawards.
- Under Vehicle Acquisition:

Exception to the penalty clause for vehicle contracts was added.

The following definitions were added:

- **Front Line Vehicle:** a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).
 - **Ready-Reserve Vehicle:** a vehicle that is equipped and may be easily made ready to respond (i.e., emergency mobilization).
 - **Reserve Vehicle:** a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.
 - **Temporarily Out of Service Vehicle:** A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.
 - **Decommissioned Vehicle:** A vehicle which has been permanently removed from any or all emergency response duties or functions. Examples include retired vehicles awaiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement under the AFG Program.
- Under Additions to the Application:

Paid on call/stiped department question was added.

14. Appendix B – Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. Ineligible Applications and/or Organizations

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG Program eligibility. If two or more organizations share facilities and each submits an application in the same program area (i.e., Equipment, Modifications to Facilities, PPE, Training, or Wellness and Fitness Programs), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildlands firefighting gear.
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
 - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229(a), (c).
- If an applicant submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Operations and Safety activity for SCBA), both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications for the same vehicle) during the same application period, both applications may be disqualified.
 - This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request similar or the same equipment as long as the application clearly states which equipment

(including quantities) is for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

- Eligible Fire Department and nonaffiliated EMS applicants may submit only one application for each of the following application types: Individual Operations and Safety, Individual Vehicle, Regional Operations and Safety, and Regional Vehicle. Under the Operations and Safety applications, applicants may submit for multiple activities and for multiple items within each activity. Under the Vehicle application, applicants may submit one application for a vehicle activity (or activities) for their department and one separate application for a Regional vehicle (the same vehicle(s) may not be requested for both purposes). All duplicate application submissions may be disqualified.

b. Supporting Definitions for this NOFO

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA 101, 2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710, 2016 Edition and NFPA 1720, 2020 Edition).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Firefighting Personnel, as defined in 15 U.S.C. § 2229, means individuals, including volunteers, who are firefighters, officers of fire departments, or emergency medical service personnel of fire departments.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 and 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

Metro Department is a metropolitan fire department that has a minimum staffing of 350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel that do not receive any compensation (does not include length of service award programs).

c. Community Classifications

The information the applicant organization supplies in Applicant Characteristics and Community Description of the AFG Program application determines whether the jurisdiction is identified by FEMA as urban, suburban, or rural. The community classification will determine the funding priority.

The US Census Bureau's urban/suburban/rural classifications are fundamentally a delineation of geographical areas. For more information, please visit <https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html>.

FY 2022 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000+ population	1,000-2,999/sq. mi. or 25,000-50,000 Population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrants
Land Use within primary first due response area	<25% for agriculture (based on zoning) >50% industrial and commercial combined	25%-49% used for agriculture (based on zoning) 25%-49% industrial and commercial combined	>50% used for agriculture (based on zoning) <25% industrial and commercial combined
Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

d. Application Tips

The following information may be useful when preparing a competitive application:

- NFPA “FREE ACCESS”: As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit: <http://www.nfpa.org/freeaccess>.
- Regional applicants are only eligible to apply for Training, Equipment, PPE, and/or Wellness and Fitness within Operations and Safety, and Vehicle Acquisition.
- SFTA applicants are only eligible to apply for Equipment and/or PPE within

Operations and Safety, and Vehicle Acquisition.

- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will impact or be included in the host organization's funding limitations.
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the fire department application for a vehicle. Be sure to select the appropriate applicant type when applying.
- Fire Departments or nonaffiliated EMS organizations that are part of a larger organization with a broader scope should apply through the larger organization to avoid limiting eligible activities. For example, a rescue squad that periodically participates in structural firefighting and that belongs to a county fire and rescue agency should apply through the county for structural PPE; in other words, the county should apply on behalf of the rescue squad.
- FEMA recognizes the number of seated riding positions in front line apparatus as a reasonable measurement of the quantity of PPE or relevant equipment (radios, etc.) to be funded. Exceptions to the front-line seated riding position count may be considered by FEMA if compelling need to include seated riding positions in reserve apparatus can be demonstrated and justified. Applicants that seek to include reserve apparatus seated riding positions in the total seated riding position count must submit a justification narrative.
- There is evidence that exposure to Per- and polyfluoroalkyl substances (PFAS chemicals) may be associated with adverse human health effects. Some firefighting PPE may have been manufactured using PFAS chemicals. While no manufacturers currently produce PPE (i.e., pants, coats) that are fully PFAS free, most manufacturers have replaced the outer shell of the protective equipment to remove PFAS from fabrics. However, this does not impact the purchase of PFAS-free gloves, hoods, boots, etc. as these items have matured in development to include readily available PFAS-free items. FEMA encourages applicants to ask potential vendors about their current level of compliance with using PFAS-free materials

e. Restrictions on Uses of Award Funds

- No AFG Program funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workers' compensation, pension, or retirement plans) for any personnel.
- Documented back fill and/or overtime/lost wages costs to support awarded training activities are allowable personnel expenses.
- Instructor's rates/base rates should be provided as part of the application narrative, as well as the market-researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an existing member(s) of the recipient organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.
- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization's SCBA cylinders using a grant funded compressor, cleaning another organization's turnout gear, or offering excess capacity training opportunities. If recipients choose to include costs associated with shared

benefit (e.g., backfill, overtime, tuition) for members outside of their department, they must apply as a Regional applicant.

- Items requested under Additional Funding may only be from that same Activity area. Furthermore, improper Additional Funding requests may be disqualified, if there is misalignment between the item requested and the Activity area. However, the following requests are allowable:
 - Rapid Intervention Team (RIT) packs supporting a SCBA request under the PPE activity. RIT packs must be requested under the Equipment activity if not supporting an SCBA request.
 - PPE gear bags under the PPE activity (gear bags are only eligible as additional funds in association with a PPE gear request).
 - Fit tester supporting an SCBA request under the PPE activity. Fit tester must be requested under the Equipment activity if not supporting an SCBA request.
 - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of a SCBA request under the PPE activity. Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) must be requested under the Equipment activity if not supporting a SCBA request.
 - PPE gear washer/extractor/dryer in support of a PPE gear request under the PPE activity. Washer/extractor/dryer must be requested under the Equipment activity if not supporting a PPE gear request.

f. Funding Priorities

I. OPERATIONS AND SAFETY – TRAINING OVERVIEW

FEMA has determined that hands-on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

**All of the following are considerations in pre-scoring and peer review determinations:
High (H), Medium (M), Low (L)**

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	• Training evaluated using national or state standards
H	• Training that brings a department into compliance with recommended NFPA or other national standards
H	• Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency
H	• Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	• Training that does not result in certification
M	• Training that is self-directed/validated
L	• Training that will address an identified risk but not associated with compliance to any standards

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Firefighter I, II	1001	H	H	H
Fire/Emergency Services Instructor	1041	H	H	H
Hazardous Materials Response-Awareness, Operations, Technician	470	H	H	H
Infection Control	1581	H	H	H
Confined Space Response-Awareness, Operations, Technician	2500	H	H	H
Wildland firefighting (basic)	1140	H	H	H
Wildland firefighting certification (red card)	1140	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid Intervention Training	1407	H	H	H
Fire Officer	1021	H	H	H
Emergency Medical Responder	1001	H	H	H
Emergency Medical Technician	1001	H	H	H
Advanced Emergency Medical Technician to Paramedic	1001	H	H	H
Paramedic	1001	H	H	H
Paramedic to Community Paramedic	1001	H	H	H
Firefighter Safety and Survival	1407	H	H	H
Safety Officer	1026,1521	H	H	H
Fire Apparatus Driver/Operator	1002	H	H	H
Fire Prevention	1037,1730	H	H	H
Fire Inspector	1031	H	H	H
Fire Investigator	921,1033	H	H	H
Fire Educator	1035	H	H	H
NIMS/Incident Management System (IMS)	1026,1561	H	H	H
Emergency Scene Rehab	1584	H	H	H
Critical Incident Debriefing/Crisis Intervention	1500	H	H	H
Any training to a National/State or NFPA standards		H	H	H
Compliance with federal/state-mandated program		H	H	H
Technical Rescue- Operations, Technician	1006, 2500	H	H	H
Vehicle Rescue	2500	H	H	H
Another officer	1021	H	H	M
Aircraft Rescue Firefighting (ARFF)	402, 403, 1003	H	H	M
Weapons of Mass Destruction (WMD)	470	H	H	H
Mass Casualty		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Training to address a local risk not elevated to a national or state		M	M	M
Specialized Training		M	M	M
Maritime Firefighting	1005, 1405, 1925	L	L	L
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to meet the educational and performance requirements of fire departments and nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration, which designs and specifies a National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to the time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to EMT.
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic.
- Organizations seeking to train Community Paramedics: Organizations seeking to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity.

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations, requested under Additional Funding and limited to \$10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (mileage, hotel, and lodging expenses) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses | <ul style="list-style-type: none"> • Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) essential for training programs requested in the application cannot exceed \$50,000 for Operation and Safety requests; this does not apply to SFTA requests |
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Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:

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| <ul style="list-style-type: none"> • Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.) | <ul style="list-style-type: none"> • Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages |
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Eligible Training Activities for Nonaffiliated EMS include but are not limited to:	
• EMR • EMT • AEMT • AEMT to Paramedic • Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference: air/rail transportation, mileage, hotel/lodging expenses, etc. (Note: Food and beverages are ineligible travel expenses)	• Attendance at formal training forums or conferences providing continuing education credits • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers) • Supplies or expendables or one-time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work; examples include bandages, splints, expendable respiratory supplies, etc.

II. OPERATIONS AND SAFETY – EQUIPMENT OVERVIEW

AFG Program grants fund equipment for effective response, firefighting, rescue, and emergency medical operations to enhance the public safety.

Reminder: When requesting training for any items in this section, enter the request under “Other” within “Additional Funding” in the “Grant Application Request Details” section of the application. Make sure to identify the type and scope of training, time frame, etc. in the Additional Funding explanation section. Training must be specific to the use of the equipment (i.e., vendor training) and not duplicative of courses listed under the Training activity.

Also note:

- Accountability systems are located under the Equipment activity.
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the Equipment activity.
- Request for monitors/defibrillators should be based on the number of transport and non-transport ALS response vehicles in the fleet (medic engine, medic chase vehicle, ALS ambulance, etc.).
- P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
- Requests for P-25 mobile radios should be based on the number of vehicles in the fleet.
- Requests to replace obsolete or damaged equipment should enable the applicant to meet applicable industry, local, state, and national standards.
- Equipment product lifecycles are assigned an age category of Short (5-7 years), Intermediate (8-14 years), or Long (15-20 years). These age categories are used to

compare like types of equipment of a similar age category. Under this system, an item that should have a useful life of 10 years is only compared to other items that have a similar useful lifespan. An application does not score higher or lower based on the product lifespan of an item. It only serves to ensure a more even scoring of equipment based on type.

All of the following are considerations in pre-scoring and peer review determinations:

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA
H	Long	Appliance(s)/Nozzle(s)/Foam Eductors	Appliance(s)/Nozzle(s)/Foam Eductors
H	Long	Basic Hand Tools (Structural/Wildland)	Basic Hand Tools (Structural/Wildland)
H	Intermediate	Electric/Gas Powered Saws/Tools	Electric/Gas Powered Saws/Tools
H	Short	Fit Tester	Fit Tester
H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment
H	Immediate	IDLH Protection for Investigators (This is single-use respiratory protection)	
H	Long	Ladders	Ladders
H	Short	Personal Accountability Systems	Personal Accountability Systems
H	Intermediate	PPE Washer/Extractor/Dryer (Turnout)	PPE Washer/Extractor/Dryer (Turnout)
M	Intermediate	Respirator Decontamination System (SCBA)	Respirator Decontamination System (SCBA)
H M	Intermediate	Props: For Fire Department applicants: M For Regional Applicants: H	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
H	Intermediate	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.)	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.)
H M	Short	Simulators for Fire Departments - M Simulators for Regional (including virtual) - M	Simulators (including virtual) - H Repairs and upgrades (non-construction) to existing Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
H M L	Short	Software and Learning Management System (LMS) to support training for Fire Departments - L Software and LMS to support training for Regional - M	Software and LMS to support training H
M	Short	Computers used in support of training	Computers used in support of training

Priority	Age Category	Fire and Fire Regional	SFTA
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Headsets	Headsets
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P- 25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H Rural	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 compliant)	Portable Radios (must be P-25 compliant)
M	Intermediate	Mobile Data Terminal (MDT)	MDT
M Urban/ Suburban	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
M	Short	Cell phones/carrier plans/software specifically to enable Radio over IP (RoIP)	Cell phones/carrier plans/software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator	Monitor/Defibrillator
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
EXTRICATION			
Priority	Age Category	Fire and Fire Regional	SFTA
H	Intermediate	Cutter/Spreader	Cutter/Spreader
H	Intermediate	Vehicle Extrication Equipment	Vehicle Extrication Equipment

Priority	Age Category	Fire and Fire Regional	SFTA
HAZARDOUS MATERIALS (HazMat)			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)
SPECIALIZED			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
CBRNE EQUIPMENT			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
H	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)
M	Intermediate	Mobile Data Terminal	Mobile Data Terminal
M	Intermediate	Headsets	Headsets

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS			
M	Short	Cell phones/carrier plans/software specifically to enable RoIP	Cell phones/carrier plans/software specifically to enable RoIP

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non- Disposable)	Airway Equipment (Non- Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic CPR	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction unit	Suction unit
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
HazMat			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	Purpose of Request	Definition
H	Obtain equipment to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standards for a department's existing mission requirements. This includes equipment that is no longer usable because it is broken and/or damaged beyond repair.
H	Replace noncompliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.
M	Obtain equipment for new mission	Applies to requests for equipment, supplies, or inventories that are intended to fulfill minimum service requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new HazMat capability or Swift Water Rescue capability.
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.

Eligible Equipment Activities for Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:	
- Shipping, taxes, assembly, and installation of the requested equipment - Extended warranties and service agreements if acquired concurrent with initial acquisition - Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/construction of a non-weight bearing wall) - Equipment for response to incidents involving CBRNE/WMD	- Training specific to the requested equipment - Requested support activities for equipment requiring supplies or expendables or "onetime" use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training - Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP

Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:

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| <ul style="list-style-type: none"> • Construction of facilities, such as buildings, towers, or sheds to house communications • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) • Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including but not limited to medications) | <ul style="list-style-type: none"> • Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • UAVs and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle if justified) • Supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase • Refurbished equipment |
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Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities

- Equipment that has a direct effect on firefighters' health and safety
- Age of equipment considered for replacement
- Equipment that operationally benefits other jurisdictions
- Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like OSHA)

IMPORTANT: The only eligible AFG Program activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable; there are no waivers for P-25 compliance.
- All recipients awarded activities with emergency communication equipment and related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The technical specifications for FY 2022 SAFECOM Guidance on Emergency Communications Grants are available at

https://www.cisa.gov/sites/default/files/publications/FY%202022%20SAFECOM%20Guidance_Final_508.pdf.

- It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and has passed all the applicable P-25 compliance requirements and the recipient shall be able to produce such documentation to FEMA upon request.
- AFG Program applicants are not required to identify a specific P-25-compliant product in their application narrative, but they must affirm that the interoperable communications equipment requested or acquired will be P-25 compliant.

Note: Recipients using FY 2022 AFG Program funds to support emergency communications activities should review and comply with [SAFECOM requirements](#), including provisions on technical standards that ensure and enhance interoperable communications. Communication equipment (e.g., portable radios) would be included in this standard. Recipients investing in emergency communications must ensure their projects support the Statewide Communications Interoperability Plan (SCIP) for their state.

III. OPERATIONS AND SAFETY – PPE OVERVIEW

AFG Program funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1977, 1981 and/or 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE are ineligible for reimbursement. PPE requested should have the goal of increasing firefighter safety. When requesting to replace PPE (e.g., Turnout Gear and/or SCBA) applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory must be accurately described and accounted for in the application narrative.

Based in part on NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered noncompliant, the items must be a minimum of 2 NFPA cycles and 10 years of age or older from the date they were manufactured.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is High  Priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item and will not be considered a request “to increase supplies” (e.g., if the applicant has the need for 35 Face Pieces, and requests 25 SCBA Units, the applicant should also separately request 10 additional Face Pieces).
- FEMA considers a complete set of Structural/Proximity PPE Turnout Gear to be comprised of these NFPA 1971 compliant components: one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In the AHJ where additional PPE such as a Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.
- FEMA considers a complete set of EMS PPE Turnout Gear to be comprised of these NFPA 1999 compliant components: one pair of pants, one coat, one helmet, one pair

- of boots, one pair of gloves, one pair of suspenders, and one pair of goggles.
- FEMA considers a complete set of Wildland PPE Turnout Gear to be comprised of these NFPA 1977 compliant components: one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
- Funding is limited to one set of PPE Turnout Gear per person.
- FEMA considers PPE gear bags, RIT packs, and/or Fit Tester as eligible items that can be requested under Additional Funding and available as part of excess fund for the PPE activity in support of requests for PPE or SCBA items.
- FEMA considers a complete SCBA unit to be comprised of a harness/backpack, one face piece, and two cylinders.

Training for requested PPE:

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).
- If applicants are requesting training to support a PPE activity, it must be entered in the “Additional Funding” section within the “Grant Request Details” section of the application.

The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	Purpose of Request	Definitions
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA). This includes replacing out of service PPE-Turnout Gear and SCBA.	Applies to PPE-Turnout Gear for new firefighters (i.e., new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear, and to add SCBA to fill seated riding positions that do not currently have SCBA.
H	Replace in-service or in-use damaged/unsafe/unrepairable PPE/SCBA to meet current standard	Applies to PPE-Turnout Gear and SCBA that is deemed damaged unsafe and unrepairable yet still in use at the time of application.
H	Replace in-service/in-use/expired/noncompliant PPE/SCBA to current standard	Applies to PPE-Turnout Gear or SCBA that is deemed obsolete and/or is out of compliance with current standards. PPE-Turnout Gear or SCBA to be replaced is not compliant with current standards; it is not broken, damaged or otherwise unusable.
L	Replace PPE/SCBA to upgrade technology to current standard	Applies to PPE-Turnout Gear or SCBA that is less than 10 years old for PPE-Turnout Gear or compliant within two NFPA cycles for SCBA.

Additional Considerations for Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA for PPE or SCBA Priorities

- Higher priority is given to the age of requested PPE, reason for purchase/replacement, priority. Applicant's call volume is a lesser factor. Applicants will be required to provide the age of the PPE being replaced.
- Applicants with the oldest PPE and/or trying to bring the department into 100% NFPA compliance or the number of active members who will have compliant gear.

PPE List

Structural/Proximity **H**

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| <ul style="list-style-type: none"> • American National Standards Institute (ANSI) Traffic Vests • Boots • Coats • Complete Set of Turnout Gear • Gloves • Goggles | <ul style="list-style-type: none"> • Helmets • Hoods • Pants • Pass Devices • Personal Safety/Rescue Bailout System • Suspenders |
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PPE List

Respiratory **H**

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| <ul style="list-style-type: none"> • Air-Line Unit • Face Pieces • Respirators | <ul style="list-style-type: none"> • SCBA Spare Cylinders • SCBA (SCBA Unit includes: Harness/Backpack, Face Piece, and 2 cylinders) |
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Wildland **H**

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| <ul style="list-style-type: none"> • Jumpsuits/Coveralls • Boots • Coats • Pants • Suspenders | <ul style="list-style-type: none"> • Goggles • Shelters • Web Gear/Backpacks • Canteens/Hydration Systems • Helmets |
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Specialized PPE **M**

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| <ul style="list-style-type: none"> • Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suites (must conform to NFPA 2016 edition) | <ul style="list-style-type: none"> • Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits • Encapsulated Suits |
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Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:

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| <ul style="list-style-type: none"> • ANSI approved retroreflective highway apparel • Training for requested PPE • Turnout gear bags | <ul style="list-style-type: none"> • Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System • Face Pieces Regulators |
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Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• Three-quarter length rubberboots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • PPE gear bags (ineligible unless requested as additional funds in association with a PPE request) • RIT packs (ineligible unless requested as additional funds in association with SCBA request) • Fit tester (ineligible unless requested as additional funds in association with SCBA request) • Air Compressor/Fill Station/Cascade Systems (ineligible unless requested additional funds in association with SCBA request). • PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request). • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations	• Food and beverages • Integrated thermal imaging cameras (TIC) with heads-up display • Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildland firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE- Turnout Gear per person • Equipment rental or lease to purchase • Note: Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set

IV. OPERATIONS AND SAFETY – WELLNESS AND FITNESS OVERVIEW

Wellness and Fitness activities are intended to strengthen emergency responders so that their mental, physical, and emotional capabilities are resilient enough to withstand the demands of all hazardous operations. In order to be eligible for funding, applicants must offer, or plan to offer, all five of the following Priority 1 activities as discussed in the table below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 1 - Below are the five activities required for a complete Wellness and Fitness program:

- Initial medical exams
- Job-related immunization
- Annual medical and fitness evaluation
- Behavioral health
- Cancer Screening Program to meet NFPA 1582

Priority 2 - Applicants may only apply for Priority 2 Items (listed below) if the applicant offers or is requesting a combination of the five activities required under Priority 1 (listed above):

- Candidate physical ability evaluation
- Injury/illness rehab
- Formal fitness, injury prevention
- International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program, including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train-the-Trainer for IAFF/IAFC and implementation of a peer fitness trainer programs. Core components included in a firefighter fitness assessment include:
 - Aerobic Capacity,
 - Body Composition,
 - Muscular Strength,
 - Muscular Endurance, and
 - Flexibility.

NOTE: Applicants are encouraged to review NFPA 1583 for guidance on the minimum requirements for the development, implementation, and management of a health-related fitness program.

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within Priority 2. In addition, all grant-funded physicals (except those for explorers) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1; and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at <https://www.fstaresearch.org>.

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the five Priority 1 activities. Applicants should review Health Related Fitness Programs as outlined in NFPA 1583, which is summarized below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

NFPA 1583 Standards on Health-Related Fitness Programs for Fire Department Members

Scope

This standard establishes the minimum requirements for the development, implementation, and management of a health-related fitness program for members of the fire department involved in emergency operations.

Purpose

The purpose of this standard is to provide the minimum requirements for a health-related fitness program for fire department members that enhances the members' ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

This document is intended to help fire departments develop a health-related fitness program for fire department members that requires mandatory participation but is not punitive.

This document is not intended to establish physical performance criteria.

Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:

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| <ul style="list-style-type: none"> • The five Priority 1 items: initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health, and cancer screening • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs • Transportation expenses related to a member's participation in offered Wellness and Fitness activities | <ul style="list-style-type: none"> • Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities • Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall); note that these will require EHP review |
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Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:

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| <ul style="list-style-type: none"> • Fitness club memberships for participants or their families • Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off) • Purchase of real estate • Cash incentives • Food and beverages • Subscriptions and memberships | <ul style="list-style-type: none"> • Purchase of medical equipment that is not used as part of the Wellness and Fitness program • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation • Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity |
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V. OPERATIONS AND SAFETY – MODIFICATIONS TO FACILITIES OVERVIEW

AFG Program funds may be used to modify fire stations and other facilities. New fire station construction is not eligible. Eligible activities include source capturing exhaust, sprinkler, carbon monoxide alarms or smoke/fire detection systems, only for these types of systems and not multi-purpose systems that encompass ineligible features as described below.

All changes to facilities including major or minor modifications and equipment installations require EHP review.

The benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support Training, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall). In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are a High Priority item for vehicle exhaust mitigation under Modifications to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly via a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structure's footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed \$100,000 (total project cost[s]) for any individual station.

Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

Note: Vehicle Mounted Exhaust Systems are now listed as a "High" priority in the equipment activity.

Facility Considerations:

Priority is given to facilities staffed full-time and facilities with sleeping quarters. Facilities without sleeping quarters or with part-time occupancy will receive subsequent consideration. Training facilities, marine fire facilities, and intermittently occupied facilities will be considered next.

All of the following are considerations in pre-scoring and peer review determinations:

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:

H	• New source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi- purpose systems that encompass ineligible features as described below. • Replacement or updates to existing source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems are considered lower priority over requests submitted for new systems.
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Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:

M	Emergency generators, Air Quality Systems (AQSs) Note: AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems
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Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:

- Station maintenance - Resurfacing of bay floors - Interior remodeling not pertaining to the requested project(s) - Food and beverages	Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features
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g. Regional Applications

A Regional application is an opportunity for a fire department or a nonaffiliated EMS organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG Program eligible organizations. The host organization and its partners must be the intended beneficiaries of the proposed project. A nonaffiliated EMS organization that serves as a host regional applicant can only host other nonaffiliated EMS organizations. A fire department that serves as a host regional applicant can apply on behalf of other eligible fire departments and nonaffiliated EMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition, and Operations and Safety but only for Training, Equipment, Wellness and Fitness, and PPE activities. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds. To align with the stated program objective of fostering interoperability, departments and agencies party to regional applications must use the same vendor. Any exceptions to this requirement must be pre-approved by FEMA in writing and be based on compelling operational need.

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, the host has met their cap and is no longer eligible for additional funds under the AFG Program.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the Regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due

response areas of the host and participating partner organizations. Exceptions can be made to this requirement in situations where the host is also the parent organization and is responsible for their smaller and independent stations.

Neither the Regional host nor any participating partner is prevented from also applying on behalf of their own organization for any AFG Program activity (Vehicle Acquisition, or Operations and Safety); however, it cannot be for the same item. For example, a department cannot apply for PPE under its own organization and participate in a regional PPE application.

In the application narrative, a Regional host must include a list of all the AFG Program eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's EIN, and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a Regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to cost share, accountability for the assets, and all reporting requirements in the Regional application. The host of the Regional application is not considered a pass-through entity and may not issue sub-awards.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant-funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefitting from the award

must be an eligible AFG Program organization and must be a party to the MOU or equivalent document.

h. Vehicle Acquisition

Vehicles purchased with AFG Program funds must be compliant with NFPA 1901 (Standard for Automotive Fire Apparatus), NFPA 1906 (Standard for Wildland Fire Apparatus), or NFPA 1917 or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic/Health vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/wildland firefighting equipment). Consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate narrative for each vehicle. For example, if an applicant is requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the “Vehicle Acquisition” section but must add the request in the “Additional Funding” area in the “Grant Request Details” section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement. The pre-score

evaluation criteria consider the department's need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization.

Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to:			
Priority	Urban Communities	Suburban Communities	Rural Communities
H	• Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger	• Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush	• Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint
M	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium or Heavy
L	• ARFF • Foam Truck • Fire Rescue/Boat • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Tanker/Tender	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat • Rehab Unit

Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types)	
H	• Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/Healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or Heavy • Tow Vehicle (Applied for under equipment)
M	• Highway Safety Unit
L	• Hazardous Materials Unit • Foam Truck

Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle Activities



- Ambulances
- Bariatric Ambulance
- Non-Transport EMS (Community Paramedic/Healthcare)

Compliance with Standards

- Ambulances must comply with NFPA 1917, Edition 2016, or GSA Federal Standard KKK-A-1822F
- Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity
- Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found at: https://www.usfa.fema.gov/downloads/pdf/publications/fa_330.pdf
- New fire apparatus must be compliant with NFPA 1901 or 1906 for the year ordered/manufactured

Additional Considerations (to include, but not limited to)

- Age and mileage of the vehicle being replaced; older equipment receives higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Average age of the fleet; older equipment within the same class
- Call volume of primary first due response area or region
- Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight
- Vehicles on loan to the organization in the application narrative but not in the organization's inventory
- Damaged vehicles and out of service vehicles in the organization's inventory
- Replacement of open cab/jump seat configurations

IMPORTANT

Applicants requesting a vehicle(s) may be required to provide additional fleet information after the submission of the application. Vehicle inventory in the application must reflect currently owned vehicles as well as vehicles that are leased or on long-term loan and vehicles that have been ordered or otherwise currently under contract for purchase or lease by the organization but not yet in possession.

The following definitions should be followed when providing vehicle inventory in the application:

Front Line Vehicle: a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).

Ready-Reserve Vehicle: a vehicle that is equipped and may be easily made ready to respond

(i.e., emergency mobilization).

Reserve Vehicle: a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.

Temporarily Out of Service Vehicle: A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency and will be returned to front line or reserve status once repaired. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.

Decommissioned Vehicle: A vehicle which has been permanently removed from any or all emergency response duties or functions but is still in the possession of the organization. Examples include retired vehicles waiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement in the AFG Program.

Vehicle Contract: Vehicle award recipients must submit a copy of their vehicle purchase contract to the designated Regional Fire Program Specialist or Program Analyst. To locate Regional Fire Specialist, please visit <https://www.fema.gov/fire-grant-contact-information>.

Recipients will be asked to scan the document(s) into a PDF format and email it to the Regional Fire Program Specialist or Program Analyst for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the Improper Payments Eliminations and Recovery Act of 2012 (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment.
- Submit an amendment requesting a Period of Performance extension for the project.

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle, or going out of business.

Prepayment Bond Required: AFG Program vehicle recipients are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or

bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

Penalty Clause Required: All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Exceptions may be considered by FEMA only if an urgent and compelling need is demonstrated by the recipient. The request for exception from this requirement must be submitted in writing to the AFG Program Analyst or Regional Fire Program Specialist.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25% of the federal share to be drawn for this purpose. Any costs over-and-above the 25% limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include but not limited to periodic or progress vehicle payments, loan payments, or the acquisition of NFPA 1901 compliant equipment for the awarded vehicle if they are being supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment, i.e., driver/operator training, physical exams for driver/operator, and NFPA 1901/1906 compliant equipment specific to the type of apparatus awarded.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:

• Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1901/1906 • Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent	• Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production (if justified in the Vehicles narrative) Note: Food and beverages are ineligible travel expenses
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Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, or construction-related equipment • Using the vehicle being awarded as collateral for any financial loan | <ul style="list-style-type: none"> • UTVs and ATVs • UAVs and drones • Used or refurbished apparatus • Converted vehicles not originally designed for firefighting • Food and beverages |
|---|--|

Examples of vehicle types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute [GPM])
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker/Tender (an apparatus that has water capacity in excess of 1,000 gallons of water)
- Quint Aerial (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- Quint (fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- Aerial Ladder (elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)

Unsafe Vehicles

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for any emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include but are not limited to a training facility (NO emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

15. Appendix C – Award Administration Information

Appendix C contains detailed information on AFG Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

I. Economic Hardship Waivers of Cost Share and Maintenance of Effort

In cases of demonstrated economic hardship, and upon the request of the recipient, the FEMA Administrator may waive or reduce an AFG Program cost share or MOE requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the FEMA Administrator established guidelines for determining what constitutes economic hardship and published these guidelines in [Information Bulletin No. 427](#).

The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive an Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 may result in a denial of the waiver.

II. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically

identified, and listed within the “Grant Request Details” section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to \$1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of the NOFO and up to 30 calendar days after the application period closes. In order for Grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by

the Federal Government from receiving funding under federally funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

- i. A copy of the grant writer's contract for services;
- ii. A copy of the invoice or purchase order;
- iii. A copy of the canceled check (front and back); and
- iv. Evidence that the services were competitively procured. If an applicant's local procurement practices/policies do not require competitive bidding under \$1,500, then the applicant may be asked to provide a copy of that policy.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application:

Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application.

III. Maintenance and Sustainment for AFG Programs

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

IV. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG Program application narrative, as well as the “Grant Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit <http://www.fcc.gov>.*

V. Excess Funds

After completing the initial project’s purpose in the recipient’s application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost-shared excess funds may be utilized to address an organization’s local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award’s period of performance to address a known or critical need.

Excess Funds Restrictions

In general, excess funds are limited to no more than \$10,000 for any award. If you have any questions, contact the AFG Help Desk at 866-274-0960 or email FireGrants@fema.dhs.gov. The AFG Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

The \$10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- Consistent with the funding priorities set by the panel of fire service professionals and stakeholders, excess funds are limited to the purchase of High Priority items only.
- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment.

Example: An award for the acquisition of 10 SCBA units is reduced via Amendment to 8 SCBA units. The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal funds resulting from the reduction in quantity of awarded items are not allowable as excess funds. FEMA may allow reduction in the quantity of awarded items but not total project cost if compelling justification of need is provided.

Exceptions to the \$10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

VI. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. AFG Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, active SAM.gov registration, and the request for payment in FEMA GO has been approved.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant.

FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

ADVANCES

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance AFG Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

REIMBURSEMENT

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of AFG Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a canceled check or credit card transaction, active SAM.gov registration, and a final invoice(s) in each reimbursement AFG Program payment/drawdown request.

REBATES

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

PAYMENT REQUESTS DURING CLOSEOUT

A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation.

Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance; FEMA may request documentation supporting the reimbursement for review at any time.

AMENDMENTS

FEMA may approve AFG Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests; or
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG Program goals and objectives. All amendments require recipients to maintain an active SAM.gov registration.

NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request. The deobligation of funds cannot be reversed.

VII. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under an AFG Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional FPS or the AFG Program Help Desk prior to the disposition of AFG Program-funded equipment, to include vehicles.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/07/2023



Luann Martinez
CITY OF PUEBLO
DEPARTMENT OF FINANCE P.O. BOX 1427
PUEBLO, CO 81002

EMW-2022-FG-05244

Dear Luann Martinez,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$37,080.00 in Federal funding.

FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: CITY OF PUEBLO

UEI-EFT: NJK3BNUDRHJ7

DUNS number: 010620284

Award number: EMW-2022-FG-05244

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Approved Economic Hardship Waivers

Cost share waiver

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

Maintenance of effort waiver

FEMA has waived the maintenance of effort requirement for this grant award.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$37,080.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$37,080.00
Non-federal	\$0.00
Total	\$37,080.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 AFG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

Four SCBA's with Harness/backpack, face piece and 2 cylinders each. This will be enough SCBAs to equip one engine.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	4	\$9,270.00	\$37,080.00	Equipment

CHANGE FROM APPLICATION

Unit price from **\$10,910.50** to **\$9,270.00**

JUSTIFICATION

This reduction is because the cost requested for SCBA exceeds the average price range calculated from market research and prior awards for the same item.

Equipment

Lights

DESCRIPTION

Four rechargeable hand lights

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from **4** to **0**

Unit price from **\$199.99** to **\$0.00**

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Specialized Equipment (Other)

DESCRIPTION

Positive pressure ventilation fan, battery operated

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 4 to 0

Unit price from \$6,250.00 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Hose (Attack/Supply)

DESCRIPTION

Enough attack and supply hose to equip a structural engine and ladder truck.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$40,969.98 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Mobile Radios (must be P-25 Compliant)

DESCRIPTION

Two mobile P-25 compliant radios

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 2 to 0

Unit price from \$3,517.46 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Appliance(s)/Nozzle(s)

DESCRIPTION

All of the needed appliances and nozzles needed to equip a structural engine and ladder truck.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$33,036.17 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Monitor/Defibrillator - 15 leads

DESCRIPTION

1 Monitor with 15 leads

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$29,999.95 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Portable Radios (must be P-25 Compliant)

DESCRIPTION

Four P-25 compliant portable radios.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 4 to 0

Unit price from \$3,297.90 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Thermal Imaging Camera (Must be NFPA 1801 Compliant)

DESCRIPTION

One thermal imagining camera

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$7,699.00 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Vehicle Extrication Equipment

DESCRIPTION

Rapid extrication kit with additional struts

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$33,868.40 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Electric/Gas Powered Saws/Tools

DESCRIPTION

Enough electric and gas powered equipment to equip a structural engine and ladder truck

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$3,547.90 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Basic Hand Tools (Structural/Wildland)

DESCRIPTION

enough hand tools to equip a structural engine and ladder truck

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$10,758.04 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

IDLH Monitoring Equipment

DESCRIPTION

One 4-gas monitoring devise

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$2,446.39 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Agreement Articles

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: CITY OF PUEBLO

UEI-EFT: NJK3BNUDRHJ7

DUNS number: 010620284

Award number: EMW-2022-FG-05244

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipients State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 24	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans
Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.
Article 27	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 33	Reporting Subawards and Executive Compensation Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 34	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used 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, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; 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. The Buy America preference 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, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency 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 agency 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. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions 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 Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 38	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45	Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.
Article 46	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	Indirect Cost Rate 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	Award Performance Goals FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2022-FG-05244	2. Amendment No. N/A	3. Recipient No. 846000615	4. Type of Action AWARD	5. Control No. WX01191N2023T		
6. Recipient Name and Address CITY OF PUEBLO 1 CITY HALL PL PUEBLO, CO 81003		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Luann Martinez		9a. Phone No. 719-5687726	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/07/2023	12. Method of Payment OTHER - FEMA GO		13. Assistance Arrangement COST SHARING		14. Performance Period 08/14/2023 to 08/13/2025 Budget Period 08/14/2023 to 08/13/2025	
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-F2-GB01 - P410-xxxx-4101-D	\$0.00	\$37,080.00	\$37,080.00	\$0.00
Totals			\$0.00	\$37,080.00	\$37,080.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Luann Martinez	08/11/2023
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	08/07/2023



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 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 APPROXIMATELY 3,000 SQUARE FEET OF LAND AT 718 WEST 4TH STREET FROM B-4, REGIONAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately 3,000 square feet at 718 West 4th Street from B-4, Regional Business Zone District to S-1, Government Use Zone District to facilitate support uses for the adjacent Pueblo Rescue Mission Shelter.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This rezone site is a 3,000 square foot parcel that was recently purchased by the City. The purpose of this rezone is to allow the City to utilize the land for support services in tandem with the adjacent Pueblo Rescue Mission shelter. Currently, the site is zoned as a B-4 Regional Business District, which limits the potential supporting land use for the homeless shelter, located west of the site. Should the parcel be rezoned as an S-1, the city has more flexibility to utilize the property for governmental uses allowed for within an S-1 Governmental Use Zone District. Any plans for the development of the property must be reviewed and approved by the City Planning & Zoning Commission prior to the approval of building permits or other site improvements. There are currently no detailed site plans for the parcel, as the funding for this project is not yet finalized and will affect exactly what improvement will be proposed for the property. The existing structure on this property is not currently in use and the Regional Building Department provided some background on its recent history (see attachment F). The intention is to have the structure demolished and have the property prepared for a future use. The S-1, Government Use District is intended to retain and provide land areas held, used, or

controlled for governmental purposes by or for any department or branch of government. The S-1 District will allow flexibility regarding development and use of the site. Generally, land owned and actively used by local, state, or federal governments, such as public schools or special districts, is zoned S-1.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 9, 2023 Regular Meeting, voted 5-0 to recommend approval, Commissioners Aznar and Pasternak absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-23-07 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE APPROXIMATELY 3,000 SQUARE FEET OF LAND AT
718 WEST 4TH STREET FROM B-4, REGIONAL BUSINESS
ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

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 B-4, Regional Business Zone District to S-1, Government Use Zone District:

Lot 25, Block 3, Thatcher and Gast's 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.

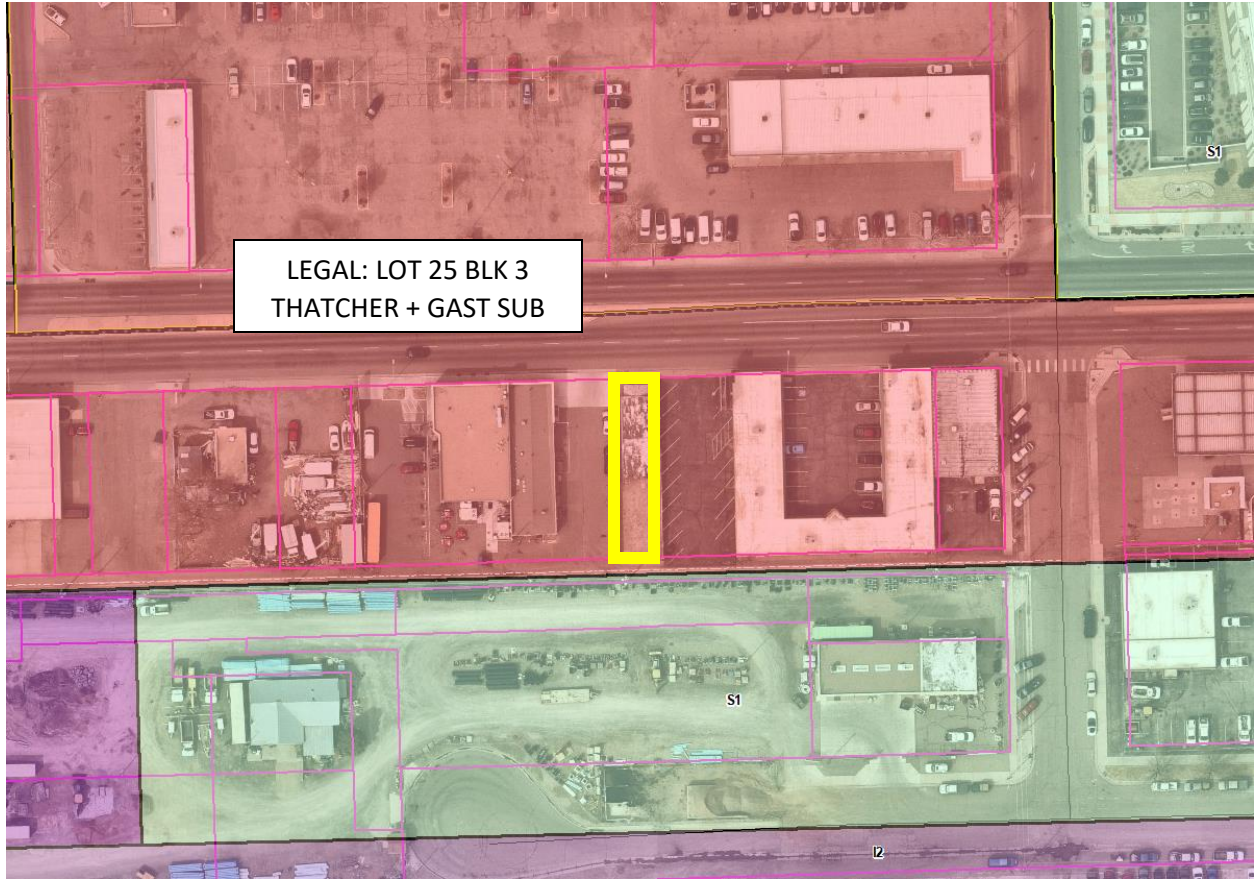
☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

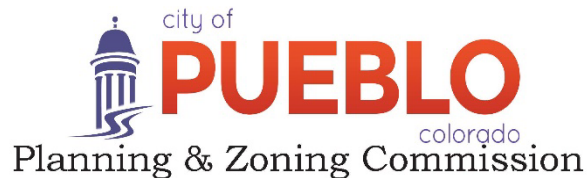


City of Pueblo 718 W 4th St Rezoning

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, August 9, 2023, 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, Lisa Bailey, Sarah Martinez (Martinez arrived at 3:37 p.m.)

Commissioners Absent: Alexandra Aznar, Christopher Pasternak.

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director for Development of Planning and Community Development, Beritt Odom, Principal Planner; Mikaylin Hackley Planner, Joe Martellaro, Associate Engineer, and Cindy Capritta, Land Use Technician.

Staff Members Absent: None

APPROVAL OF THE AGENDA: Bailey moved to approve the July 12, 2023, agenda, seconded by, Avalos.

Motion Passed: 4-0

REGULAR AGENDA:

Public Hearing:

5. Z-23-07 Rezoning: 718 W 4th ST Approximately 3,000 square feet, generally located east of the intersection of Midtown Cir Dr. and W 4th St, to be rezoned from Regional Business (B-4) District to Government Use (S-1) District. Staff report by Mikaylin Hackley, Planner.

Public Hearing: Applicant, City of Pueblo. No one appeared in opposition.

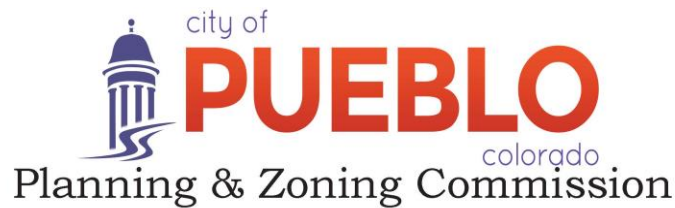
Commission Action: Bailey moved to recommend the application to City Council, seconded by Avalos.

Motion Passed: 5-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-23-07

TO: City of Pueblo, Planning and Zoning Commission

FROM: Mikaylin Hackley, Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: August 9, 2023

SUBJECT: Rezone from B-4, Regional Business District to S-1, Government Use District

APPLICANT: City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: The project site is located at 718 W 4th St. adjacent to the existing Pueblo Rescue Mission shelter

CONCURRENT REQUESTS: N/A

REQUEST:

The City of Pueblo is requesting to rezone 3,000 square feet of land at 718 W 4th St to an S-1 Government Use Zone District. The purpose of the rezoning is to facilitate support uses for the adjacent Pueblo Rescue Mission shelter.

BACKGROUND AND ANALYSIS:

This rezone site is a 3,000 square foot parcel that was recently purchased by the city. The purpose of this rezone is to allow the city to utilize this acquired land in tandem with the next-door Pueblo Rescue Mission shelter. Currently, the site is zoned as a B-4 Regional Business District, which limits the potential supporting land use for the homeless shelter, located west of the site. Should the parcel be rezoned as an S-1, the city has more flexibility with potential future uses, but ultimately must get all upcoming building plans approved by the commission. There are currently no detailed site plans for the parcel, as the funding for this project is not yet finalized and will affect exactly what will be done with the space. The structure at this property is not currently in use, and Regional Building provided some background on its recent history (see attachment F). There has been some interest in following through with the demolition of the existing structure.

The S-1, Government Use District is intended to retain and provide land areas held, used, or controlled for governmental purposes by or for any department or branch of government. The S-1 District will allow flexibility regarding development and use of the site. Generally, land owned and actively used by local, state, or federal governments, such as public schools or special districts, is zoned S-1.

LAND USE AND PLANNING COMMENTS**CHARACTER AND COMPATIBILITY**

Site Character:	The site currently has an approximately 1,300 sq. ft. vacant structure.
Neighborhood Compatibility:	North B-4 Regional Business District, commercial retail and service uses.
	East B-4 Regional Business District, Retail Plaza
	South S-1 Government Use District, Pueblo Board of Waterworks
	West B-4 Regional Business District, Pueblo Rescue Mission Shelter
Comprehensive Plan Compliance:	The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Downtown Mixed-Use District.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

☐ Comments **This rezoning will further the goals of the 2022 Comprehensive Plan as it will allow this currently vacant downtown space to be developed and contribute to the important work done by Pueblo Rescue Mission.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

☐ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

☐ Comments **Not Applicable**

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

☐ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

☐ Comments **The application contains the required information**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

☐ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

☐ Comments **The application contains the required information**

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.

☐ Comments **The application contains the required information**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

☐ Comments **Site plan has not been submitted, but the Commission will have the opportunity to review plans when they are finalized.**

A statement of the proposed time schedule for beginning and completion of development.

☐ Comments **Not submitted**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☐ Comments **The property is city-owned and will be developed when possible.**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC :

A. Purpose of S-1 Zone District Standards:

The standards of this district are designed to retain and provide land areas held, used or controlled for governmental purposes by or for any department or branch of government, federal, state, county, municipal, school or special district, either as owner or under contract or lease with another person, and to place the public and all elected officials and public agencies on notice of proposed changes in the use and development of such public lands. *Governmental purpose* means and includes any use or activity, which is reasonably necessary in the discharge of a public or governmental function, whether it is performed by a governmental entity or another person for or on behalf of a governmental entity.

RECOMMENDED ACTION:

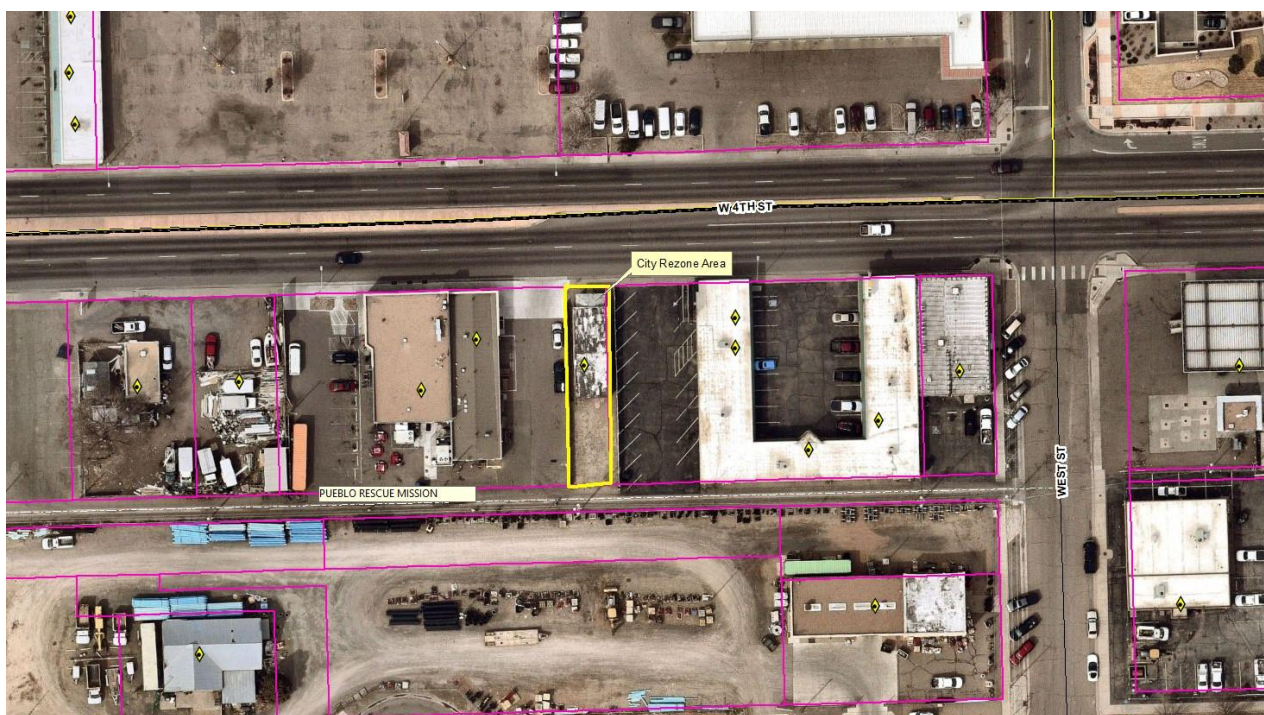
Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning and proposed site plan be **APPROVED**.

REFERRAL AGENCIES AND COMMENTS:

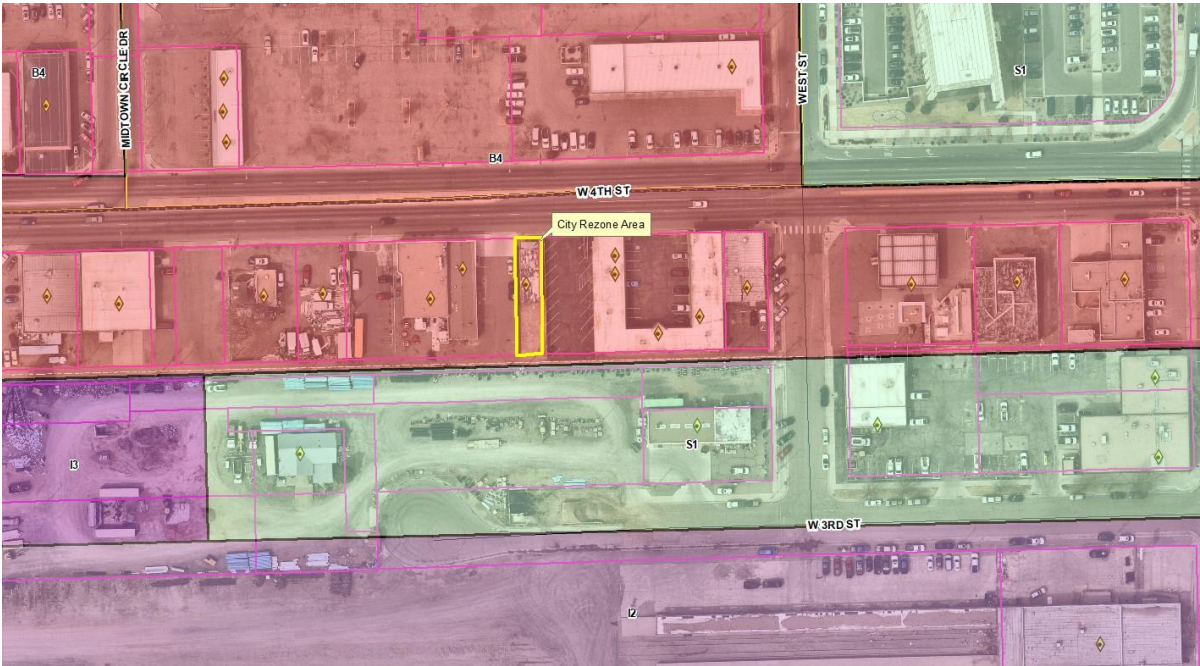
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department- See attachment "F" Supporting Documents
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

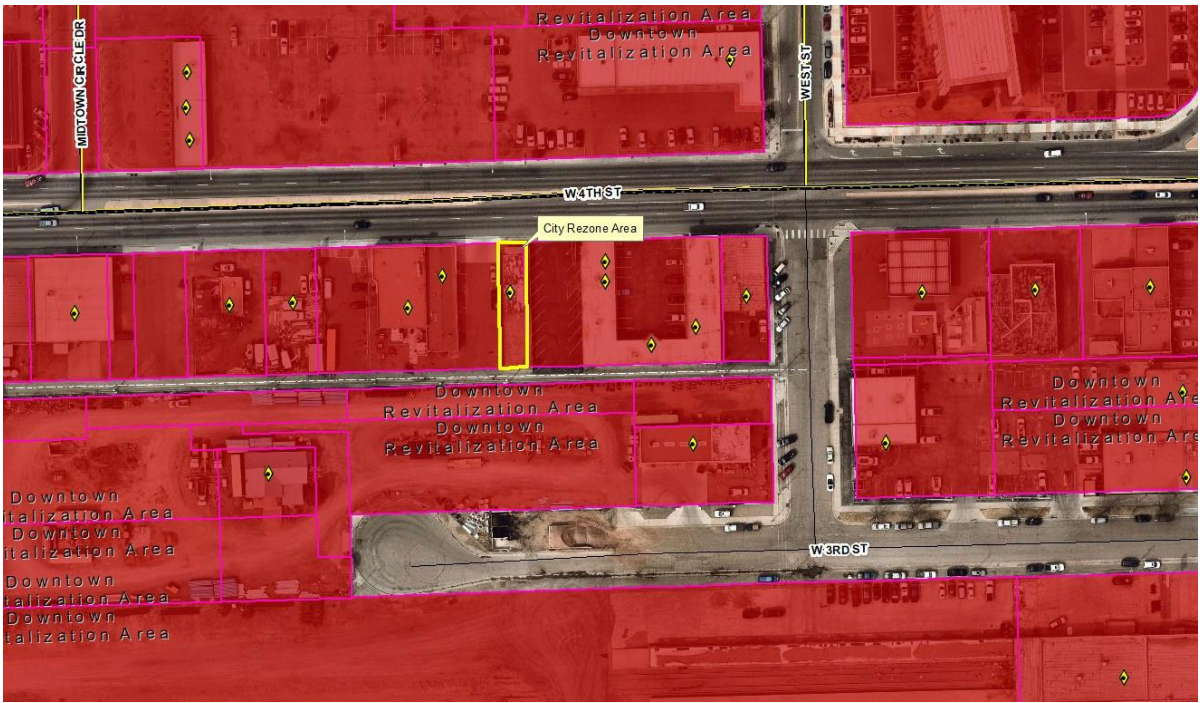
- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit
- F. Supporting Documents



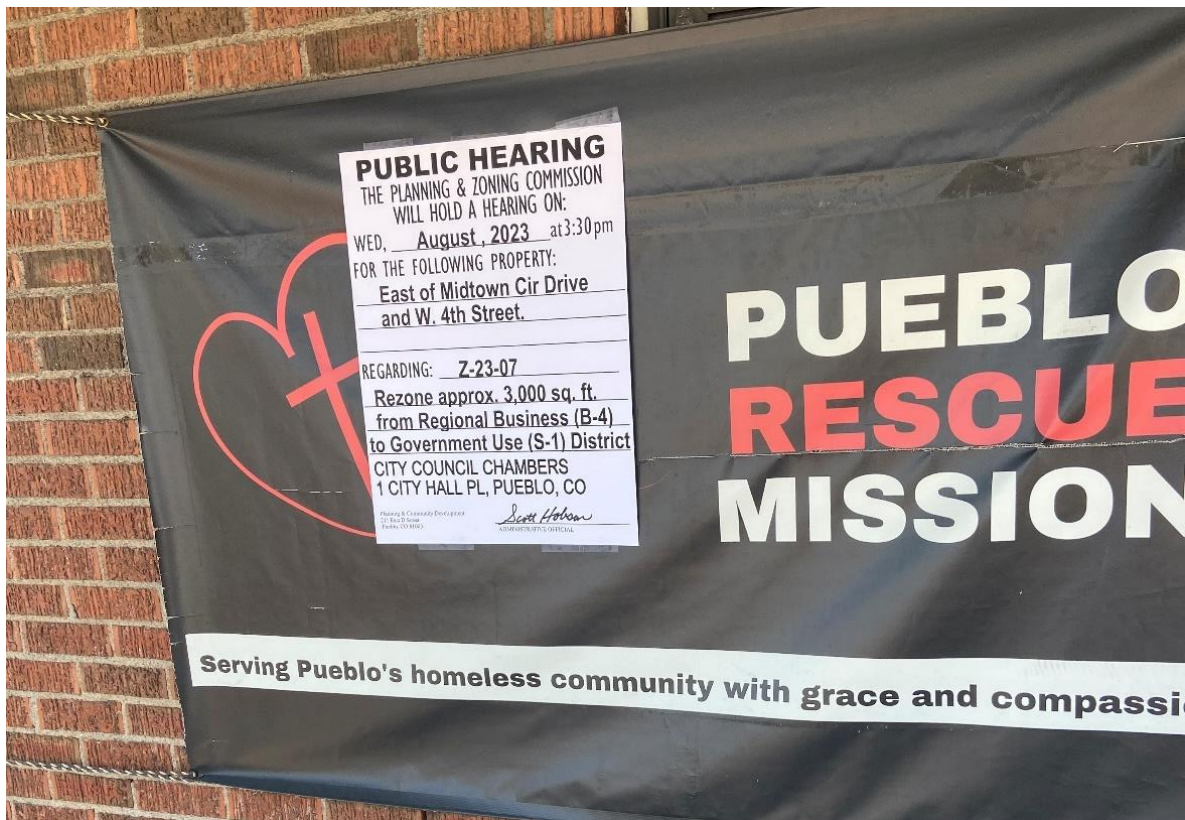
A. Aerial Photograph



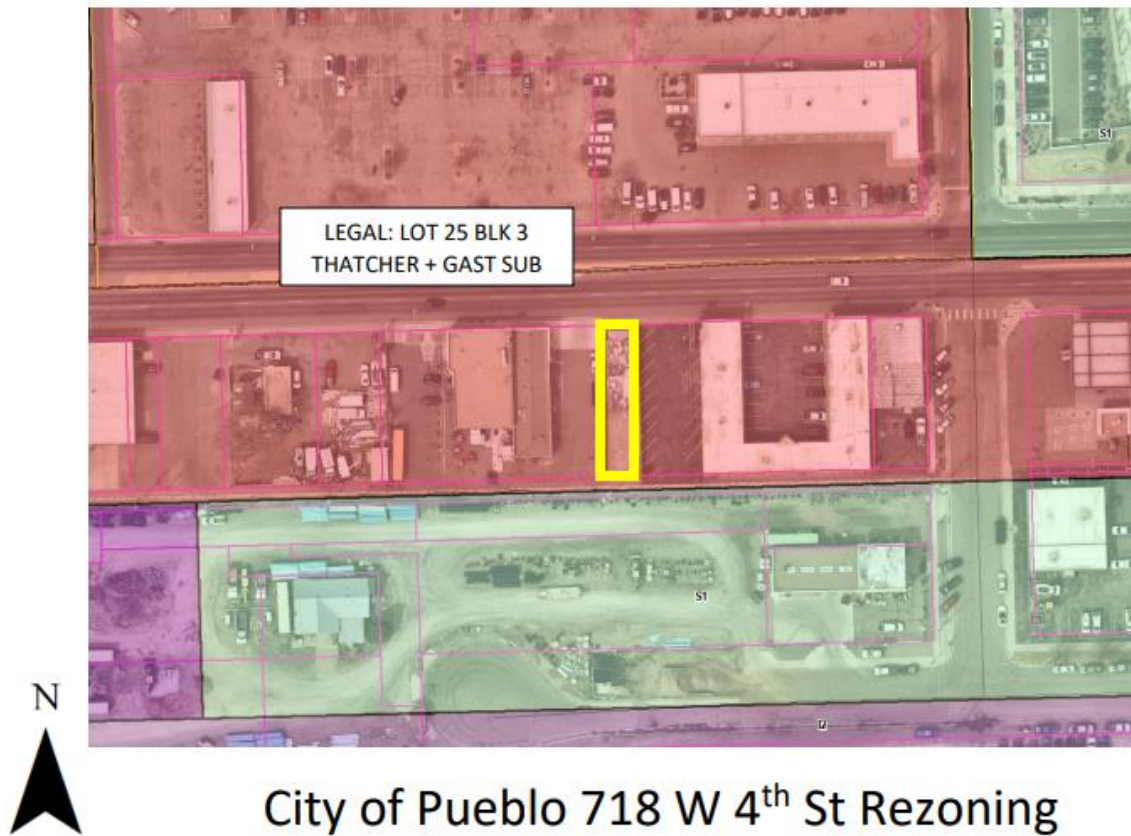
B. Zoning Map



C. Comprehensive Plan Map



D. Site Photos, Public Notice



E. Zoning Exhibit

[External] RE: City Use Rezoning **Z-23-07** 718 W 4th St

3 3 3 3 3

R randerson@prbd.com
To: Mikaylin Hackley

3 3 3 3 3
Tue 6/13/2023 4:28 PM

External email. Please use caution.

Regional Building has no objections to the application.

There are two fairly recent building permits on file that have since expired. An interior demolition and interior remodel. The demolition has no inspections and the interior remodel has only a partial frame inspection. A building permit (and plan review where needed) will be required for any new construction or modification to the existing structure.

Roger Anderson
Permit Tech
Pueblo Regional Building Department
830 N. Main St., Suite 100,
Pueblo, CO 81003
www.prbd.com
Off: 719-543-0002
Fax: 719-543-0062

F. Supporting Documents

July 21, 2023

The City Planning and Zoning Commission will hold a public hearing on a request from **City of Pueblo Planning Department** for the approval of the following application:

Zoning: 718 W 4th St., approximately 3,000 sq. ft. to be rezoned from Regional Business (B-4) District to Government Use (S-1) District. Generally located east of the intersection of Midtown Cir Dr. and W 4th St. Staff report by Mikaylin Hackley.

The Planning and Zoning Commission meeting will be held on August 9, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom:

Join by computer, smartphone app, or dial by phone: +1 346 248 7799 or +1 253 215 8782

Meeting ID: 927 1786 7722 **Passcode:** 195462

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNFZnpPWG1Ydz09>

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 call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Mikaylin Hackley**, Planner
(719) 553-2259

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Scott Hobson, Acting Director
Planning & Community Development
By **Mikaylin Hackley**, Planner
(719) 553-2259

CASE NUMBER: Z-23-07

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 718 W. 4th St. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

July 25, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By

A rectangular box containing a handwritten signature in cursive script that reads "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 718 W. 4th St., upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

July 25, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By

A rectangular box containing a handwritten signature in cursive script that reads "Cindy Caputo".

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
LEYH ROLAND/LEYH SUSAN N	1504 WATTS PL	PUEBLO	CO	81008-1353
PUEBLO RESCUE MISSION	PO BOX 9167	PUEBLO	CO	81008-0167



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ROCKY MOUNTAIN S.E.R./JOBS FOR PROGRESS INC., REGARDING THE PUEBLO FOOD PROJECT'S RENTAL SPACE AND COLLABORATION AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing a Memorandum of Understanding ("MOU") with Rocky Mountain S.E.R./Jobs for Progress, Inc. ("RMSER") for the short term rental of a room for the Pueblo Food Project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The room to be rented, Room 114, is contained within the grounds of RMSER's Empowerment Center at 330 Lake Avenue, Pueblo, Colorado. It will be used as a working classroom and collaborative resource center for education, an office, storage space, and for other programmatic related needs of the Pueblo Food Project.

FINANCIAL IMPLICATIONS:

Under the attached MOU, the City would pay RMSER a flat rate of \$1,100 monthly.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Pueblo Food Project will need to find another location to host community educational programming.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 082823 Pueblo Food Project MOU - Rental



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this ___ day of _____, 2023 ("Effective Date"), by and between **Rocky Mountain S.E.R./Jobs for Progress, Inc.**, hereinafter referred to as the "RMSEr", and the **City of Pueblo, a Municipal Corporation**, through the **Pueblo Food Project**, hereinafter referred to as "PFP", collectively the Parties.

PURPOSE STATEMENT:

WHEREAS, RMSEr desires to continue its active role in community service and charitable community activities through the establishment of ongoing, collaborative relationships with community organizations like PFP to promote access to community services and resources for all Pueblo residents; and

WHEREAS, PFP shares RMSEr's desire and mission of improving the delivery of community services, resources and to maintain a collaborative relationship for responsive solutions to community needs;

WHEREAS, PFP has worked to address hunger, food insecurity and to strengthen its community's ability to fortify its own responses to food access issues;

WHEREAS, RMSEr desires to be a collaborative partner with PFP by improving existing services and creating of new solutions and opportunities for residents in Pueblo, Colorado (and surrounding counties).

NOW, THEREFORE, the Parties agree to the following:

INTENT: To establish a cooperative relationship and work together to provide human health and wellness services, projects, programming, and solutions for all families in Pueblo Colorado and surrounding areas, and to continue to collaborate on future projects and programs to positively impact and serve the greater good of all.

SCOPE OF SERVICES & PERFORMANCE: Parties further agree that:

RMSEr will:

- Provide a 1 year Rental of Room 114, contained within the grounds of RMSEr's Empowerment Center at 330 Lake Avenue, Pueblo, Colorado, for use as a working classroom and collaborative resource center for education, office, storage and other programmatic related needs of the Pueblo Food Project's Food Entrepreneurial Program.
 - The rental will be for Room 114 from September 1, 2023 through August 31, 2024. This will include 24 hour access for the Entrepreneurial Program/food system staff and

students for the purposes of group project work, meetings, and planning sessions.

The Rental Fee for 1 year use will be \$1,100.00 monthly, and shall be inclusive of all utilities, cam fees, and property taxes if applicable. This rental will also include 2 keys; 3 kitchen keys and 1 key to get access into the RMSER Empowerment Center at 330 Lake Avenue in Pueblo Colorado. The other key will be for access into room 114.

- Collaborate with PFP in creating future activities and opportunities to improve and empower social and community conditions for the City of Pueblo and its surrounding communities.
- Collaborate with PFP to offer opportunities for community engagement and training, as opportunities arise.
- Share responsibility in seeking out additional resources for the Pueblo community.

The Pueblo Food Project will:

- Rent Room 114 at RMSER's Empowerment Center located at 330 Lake Avenue for \$1,100 for a term from September 1, 2023 through August 31, 2024.
 - o Pueblo Food Project shall have the ability to use agreed upon premises (Room 114 and additional nights in Kitchen and Cafeteria) to further its organizational interests, including schooling, office, storage, and related uses with additional rental agreements.
 - o Pueblo Food Project, at its own expense, will comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the Term or any part of the Term hereof that regulate the use of the Premises and that pertain to Pueblo Food Project's use of the Premises.
 - o Pueblo Food Project understands and agrees that the Premises is accepted in its current as-is, where-is condition with all faults and without representation or warranty by RMSER of any kind, including, the suitability thereof for PFP's intended use. No promises to construct, alter, remodel, or improve the Premises and no representations concerning the condition of the Premises have been made by RMSER to PFP other than as may be expressly stated in this MOU. Pueblo Food Project accepts possession of the Premises on the Possession Date in their then-current condition on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis.
 - o Pueblo Food Project shall, at its sole cost and expense, keep and maintain in good order, condition, and repair all portions of the Premises utilized by PFP as part of this agreement, not required to be maintained by RMSER as provided below. PFP shall make, at PFP's expense, all necessary nonstructural minor repairs to the Premises if said repairs are required due to PFP's staff or guests. Minor repairs shall include such items as repairs of floors, walls, fixtures, doors, and other parts of the Premises damaged by PFP's staff or guests but shall not include normal wear and tear ("Minor Repairs"). Minor Repairs shall not include repairs to major mechanical systems, plumbing, heating and air conditioning units, windows, exterior walls or to the roof of the building.
 - o PFP shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance.
 - o If this agreement needs to be extended, it must be done in a signed writing by both parties prior to July 31, 2024.
- Collaborate with RMSER in creating future activities and opportunities to improve and empower social and community conditions for the City of Pueblo and its surrounding communities.
- Collaborate with RMSER to offer opportunities for community engagement and training, as opportunities arise.

- Share responsibility in seeking out additional resources for the Pueblo community.

JOINT EFFORTS:

- The Parties hereby agree to collaborate on maintaining open and ongoing communication, and each may maximize supportive efforts for the other, while utilizing resources to accomplish in unison, their respective Mission and Vision objectives.
- The Parties will problem solve together to determine how best to approach and provide community solutions. Together where applicable
- The Parties may post respective logos on website and co-market the efforts together with the written consent of the Parties.

NOTICES: Notices concerning this MOU shall be given to RMSER as follows:

Rocky Mountain S.E.R./Jobs for Progress, Inc.

Attn: Christopher Hall

3555 Pecos Street

Denver, CO 80211

Email: Chall@rmser.org

Notices concerning this MOU shall be given to PFP as follows:

Mayor's Office

Pueblo Food Project

1 City Hall Place

Pueblo, CO 81003

With a copy to:

Law Department

1 City Hall Place

Pueblo, CO 81003

MODIFICATION OF AGREEMENT: All modifications to this agreement shall be in writing and signed by both Parties.

TIME OF PERFORMANCE: The term of this MOU shall commence on the Effective Date and shall expire and terminate on August 31, 2024. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after 2023, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

NO THIRD-PARTY BENEFICIARIES; NO WAIVER OF IMMUNITIES: Nothing in this MOU 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.

WAIVER OF BREACH: A waiver by any party to this MOU of the breach of any term or provision of this

MOU shall not operate or be construed as a waiver of any subsequent breach by either party.

ELECTRONIC SIGNATURES: This MOU 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the day and year above written.

SIGNATURES:

ROCKY MOUNTAIN S.E.R./Jobs for Progress, Inc.
3555 Pecos Street
Denver, CO 80211

By: _____
Christopher W. Hall, CEO

CITY OF PUEBLO, a Municipal Corporation
1 City Hall Place
Pueblo, Colorado 81003

By: _____
Nicholas A. Gradisar, Mayor

ATTEST:

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 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 AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF \$75,000, FROM OCTOBER 1ST, 2023 THROUGH SEPTEMBER 30TH, 2024, ESTABLISHING PROJECT NUMBER PS2312, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2312, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The Colorado Department of Transportation (CDOT) has informed the Pueblo Police Department that funds are available for "A Step Towards Reducing Traffic Fatalities" grant. The term of this grant covers the period from October 1st, 2023 through September 30th, 2024.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

BACKGROUND:

This grant, if approved, will allow the Pueblo Police Department to increase its efforts in speed enforcement. We anticipate that a continued enforcement presence will be needed to have a long-lasting impact on those who fail to abide by posted speed limits. We have responded to many serious injury or fatal accidents where speed is a factor and CDOT funding will allow the dedication of full-time officers to address these issues.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. This grant also pays 100% of eligible expenses and requires no grant match. Costs associated with

this grant will be paid for through the Public Safety Grant fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

Decline the CDOT Grant offer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2. Model Small Dollar Grant Awards and Content Final 6-17-19
2. FY24 Award Letter PPD
3. Purchase Order

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF \$75,000, FROM OCTOBER 1ST, 2023 THROUGH SEPTEMBER 30TH, 2024, ESTABLISHING PROJECT NUMBER PS2312, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2312, 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 funding from the State of Colorado for public and municipal purposes; and

WHEREAS, the Colorado Department of Transportation has tendered an Award Letter, Purchase Order, and the State of Colorado Small Dollar Grant Award Terms & Conditions (the "Grant Award") for the 2023-2024 "A Step Towards Reducing Traffic Fatalities" Speed Enforcement funding in an initial amount of \$75,000 upon conditions recited therein or incorporated therein by reference;

WHEREAS, the State has made additional awards of funds in the past under previous grant awards 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 funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW THEREFORE,

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

SECTION 1.

The Grant Award between the City of Pueblo, a Municipal Corporation, and the State of Colorado Department of Transportation for the 2023-2024 "A Step Towards Reducing Traffic Fatalities" grant, 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 is hereby authorized to execute the Purchase Order in the name of and on behalf of the City, and the City Clerk shall affix the Seal of the City to the Purchase Order and attest the same.

SECTION 3.

The Police Department is empowered to apply for and accept additional grant awards pursuant to this grant award as those funds are made available by the State.

SECTION 4.

Project Number PS2312 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 PS2312 by the Finance Department. Said funds shall only be expended and

used for this project.

SECTION 5.

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 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

STATE CONTROLLER POLICY

MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

1) Available Model Small Dollar Grant Awards. The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

- a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
- b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
- c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in **§1)a.**

2) Modifications of Model Small Dollar Grant Awards. A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

- a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
- b. Unauthorized Modifications.** Except as described in **§2)a.**, the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

3) Small Dollar Grant Award Exhibits and References. All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with **§2)**, attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

STATE CONTROLLER POLICY

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



Robert Jaros, CPA, MBA, JD
State Controller

STATE CONTROLLER POLICY

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 contractor 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 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 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

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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.

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 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 Agreement.

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 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

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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.

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 contractors, 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 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.

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

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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 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 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.

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

STATE CONTROLLER POLICY

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; **(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, 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 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 <http://oit.state.co.us/ois>, 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

STATE CONTROLLER POLICY

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, 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 <http://oit.state.co.us/ois>, 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.*

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 www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

STATE CONTROLLER POLICY

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.



COLORADO

Department of Transportation

Office of Transportation
Safety & Risk Management
2829 W. Howard Place
Denver, CO 80204-2305

Date April 19, 2023

Agency Pueblo Police Department
Name Sgt. M. Sincerbox
Address 200 S. Main St. Pueblo, CO, 81003

Re: Application for Federal Fiscal Year 2024
"Reducing Fatal Crashes through Speed Enforcement" in the amount of \$75,000.00

Dear Sgt. Sincerbox:

The Colorado Department of Transportation (CDOT), Office of Transportation Safety (OTS), Highway Safety Office (HSO) would like to thank you for your dedication and interest in improving traffic safety in your community. The HSO is pleased to inform you that your application is tentatively approved for the amount referenced above. This amount may be modified or reduced from the amount you requested in the application. Final authorization of the award amount is contingent upon the National Highway Traffic Safety Administration's approval of the 2024 Colorado Triannual Highway Safety Plan. In addition, submittal and acceptance of modified budgets, action plans and/or activities may also be required.

The HSO will be the Host agency for the 2024 Lifesavers Conference taking place in Denver March 9-11, 2024 and a 2024 Traffic Safety Summit, location TBD. Please adjust your approved budget, listed above, to include expenses related to attending these events.

This letter does not constitute a contract or a notice to proceed. This letter does not authorize any reimbursable activity or expenditures until an action plan is negotiated and developed and a contract or purchase order is issued. The awarded amount is also dependent on funds being appropriated at the federal level and becoming available to CDOT.

Please contact me at jimmy.bath@state.co.us to discuss modifications and special conditions that may be associated with your contract or purchase order. Thank you for your commitment toward traffic safety.

Sincerely,

Jim Bath
Program Manager



Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

DATE: 06/26/2023



Purchase Order
State of Colorado

Buyer: David Musgrave
Phone Number: 303-757-9861
Agency Contact: Lisa Totman
Phone Number: 303-512-5003

IMPORTANT
The PO# and Line#
must appear on all
invoices, packing
slips, cartons and
correspondence

PO# 411035684
Award#:
BID#:



Page# 1 of 1

Vendor Master#: 2000036
Phone: 719-553-2643
Vendor Contact:

V
E
N
D
O
R

CITY OF PUEBLO
200 S MAIN STREET
PUEBLO CO 81003

Invoice
TO: CDOT OFFICE OF TRANSP. SAFETY
2829 W. Howard Place
DENVER CO 80204

Payment will be made by this agency

Ship
TO: Colorado Dept of Transportation
2829 W Howard Pl
Denver CO 80204

Delivery/Installation Date: 09/30/2024

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

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	92585 OTS Grant - FFY24 Pueblo PD PTS	AU 7001	75,000.00	1.00	75,000.00

I agree to comply with the statements made and contained under the title Certification and Assurances in the Office of Transportation Safety approved application. No expenditures against this project will be paid prior to October 2023 or the PO effective date, whichever is later.

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/1yuG_ONneXUAPiMPuOqDq_WGZJlOPqf6Y/view

DOCUMENT TOTAL: 75,000.00

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.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: George Hypolite, City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO, AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2023, A QUESTION TO AMEND THE CITY'S CHARTER TO REQUIRE CITY OFFICIALS TO RESIGN THEIR CURRENT POSITION BEFORE SEEKING NOMINATION FOR ANOTHER PUBLIC OFFICE

SUMMARY:

Attached is a proposed Ordinance requested by Council Member Lori Winner referring a ballot question to the voters of the City of Pueblo at the November 7, 2023, general municipal election establishing a requirement for City Officials to resign their current position with the City before seeking nomination for another public office.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Section 8-9 of the Charter for the City of Pueblo, Colorado ("City") presently requires Classified City Employees to take a leave of absence during any campaign for public office and, if elected, resign their position with the City. However, there is no requirement for City Officials to seeking alternative public offices to take a leave of absence from their position with the City or resign their position with the City if elected. These types of prohibitions are generally referred to as "resign-to-run laws." Several U.S. municipalities and five (5) U.S. States have passed resign-to-run laws.

Supporters of resign-to-run laws argue that a politician running for one office while holding another might neglect the duties of their current office since they spend much of their time campaigning for the new office. They also believe that in a race between someone who currently holds another office and someone who doesn't, the person who holds another office can unfairly use their incumbency as leverage in the campaign, for

example, by funneling official resources into the campaign or by using their office as a fallback in case they lose the race. Furthermore, Supporters argue that resign-to-run laws prevent the undue influence or intimidation of employees during a campaign for an alternative office.

Opponents of resign-to-run laws argue that such laws are likely to harm people with public service as a job since they might not be in a good enough financial position to resign from their current office if they want to run for another office. People who want to hold a particular office might also be dissuaded from running for lower offices beforehand, as holding lower offices would block them from running for their desired office and serve as a hindrance instead of a stepping stone. Moreover, Opponents argue that such laws prevent constituents from having their elected representative serve their full term in office and allow third parties to appoint their elected representatives, depriving them of their democratically elected choice.

FINANCIAL IMPLICATIONS:

The passage of this ordinance and referral of this question to votes is not anticipated to have financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The issue of establishing a resign-to-run requirement will be subject to discussion at the August 28, 2023, work session.

ALTERNATIVES:

This Ordinance must be adopted to refer the ballot measure to the voters.

RECOMMENDATION:

ATTACHMENTS:

1. Proposed Charter Amendment - Resign to Run

ORDINANCE NO.

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO, AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2023, A QUESTION TO AMEND THE CITY'S CHARTER TO REQUIRE CITY OFFICIALS TO RESIGN THEIR CURRENT POSITION BEFORE SEEKING NOMINATION FOR ANOTHER PUBLIC OFFICE

WHEREAS, Section 8-9 of the Municipal Charter for the City of Pueblo, Colorado ("City") presently requires Classified City Employees to take a leave of absence during any campaign for public office and, if elected, resign their position with the City; and

WHEREAS, the City Council of the City hereby finds and determines that it is in the best interest of the people of the City to extend similar requirements to all City Officials to prevent the undue influence or intimidation of City employees under their supervision when a City Official is seeking nomination or election to public office; and

WHEREAS, the City Council of the City hereby finds and determines that it is in the best interest of the people of the City to extend similar requirements to all City Officials to prevent all City Officials from neglecting their official duties in the interest of their candidacy for any public office; and

WHEREAS, the City Council of the City hereby finds and determines to prevent City officials from unduly influencing or intimidating employees under their supervision and/or neglecting their official duties in the interest of candidacy for any public office, similar requirements to Section 8-9 should be extended to all City Officials; and

WHEREAS, the City Council has proposed an ordinance ("Ordinance No. ____"), which is attached hereto and, if adopted by the voters of the City, would require City Officials, except for those running for re-election to their current office, campaigning for another federal, state, district, county, or municipal public to resign their current office if the terms or any part thereof run concurrently with their current office; and

WHEREAS, the City desires to ask the electors of the City, according to Article X, Section 20 of the Colorado Constitution, to approve Ordinance No. ____ and thereby establishing a requirement for City Officials seeking another federal, state, district, county, or municipal public office to resign their office with the City if the terms or any part thereof run concurrently with the other federal, state, district, county, or municipal public office for the purposes state above; NOW, THEREFORE,

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

SECTION 1.

The question of adopting Ordinance No. ____ and thereby establishing a requirement for City officials, except for officers running for re-election, campaigning for another federal, state, district, county, or municipal public office, to resign their position with the City if the terms or any part thereof run concurrently with the other federal, state, district, county, or municipal public office, shall be submitted to a vote of the eligible electors of the City at the City's general election to be held on November 7, 2023. The ballot question (submission clause and title), therefore, shall be as follows:

QUESTION NO. ____ RESIGN TO RUN CHARTER AMENDMENT requiring City officials, except for those seeking re-election, to resign their position with the City before seeking another

public office.

SHALL THE CITY OF PUEBLO'S CHARTER BE AMENDED TO ADD ARTICLE 2, SECTION 11 TO THE CHARTER BY ADOPTING ORDINANCE NO. _____ REQUIRING CITY OFFICIALS, EXCEPT FOR THOSE SEEKING RE-ELECTION TO THEIR CURRENT OFFICE, TO RESIGN FROM THEIR POSITION WITH THE CITY BEFORE SEEKING ANOTHER FEDERAL, STATE, DISTRICT, COUNTY, OR MUNICIPAL PUBLIC OFFICE?

For the Ordinance _____
Against the Ordinance _____

SECTION 2.

The officers and staff of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 2, SECTION 2-11
OF THE PUEBLO CITY CHARTER TO REQUIRE CITY
OFFICIALS TO RESIGN THEIR CURRENT POSITION
BEFORE SEEKING NOMINATION FOR ANOTHER PUBLIC
OFFICE

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PUEBLO, that (brackets indicate matter being deleted; underscoring indicates new matter being added):

SECTION 2.

Section 2-11 of Article 2, of the Pueblo City Charter is hereby amended to read as follows:

Section 2-11. - Participation of All Officers and Employees Interested in Contracts;
Resign To Run Obligation

No elected official, appointed officer, or employee of the City shall be financially interested, directly or indirectly, in the sale of any land, materials, supplies, or services to the City, except it be by competitive bidding, or not exceeding the sum of \$100.00 in any calendar year, in cases of emergency necessary to protect public health, and safety, and welfare, competitive bidding may be waived. Members of appointed administrative Boards and Commissions created by this Charter or by ordinance shall be permitted to provide technical or professional services to the City where such services are exempt from the requirement of competitive bidding.

City Officials, except for those seeking re-election to their current office, shall resign their position with the City before seeking another federal, state, district, county, or municipal public office.

SECTION 3.

The people of Pueblo do hereby find, determine and declare that to prevent City officials from unduly influencing or intimidating employees under their supervision and/or neglecting their official duties in the interest of candidacy for any public office, it is in the best interest of the City for City Officials to resign their office with the City before seeking another federal, state, district, county, or municipal office.

SECTION 4.

All ordinances relating to resign-to-run charter amendment heretofore adopted, amended or implemented shall remain in full force and effect except as the same have been previously amended or repealed or as the same may be amended by this Ordinance.

SECTION 5.

All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance, or part thereof, heretofore repealed.

SECTION 6.

If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 7.

This Ordinance shall become effective upon the majority vote in favor thereof by the registered electors of the City voting thereon at the General Municipal Election to be held Tuesday, November 7, 2023. The resign-to-run requirements of this Ordinance shall take effect beginning January 1, 2024.

SECTION 8.

The officers and staff of the City are authorized and directed to take all action necessary, appropriate or required to implement the provisions of this Ordinance.

Municipal General Election, November 7, 2023

For the Ordinance: _____

Against the Ordinance: _____



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: August 28, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: City Council

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF \$1,500 TO SPONSOR THE 5TH ANNUAL MULTICULTURAL FESTIVAL ON OCTOBER 7, 2023 AT 11 AM IN MINERAL PALACE PARK

SUMMARY:

Attached for consideration is a request for support of the 5th Annual Multicultural Festival in the amount of \$1,500 to sponsor the 5th Annual Multicultural Festival at Mineral Palace Park on October 7, 2023 at 11 am in Mineral Palace Park.

PREVIOUS COUNCIL ACTION:

Council supported this event for \$1,500 in 2022.

BACKGROUND:

City Council Member Vicente Martinez Ortega is requesting \$1,500 to support the 5th Annual Multicultural Festival on October 7, 2023 at 11 am in Mineral Palace Park. The event is free to the public and celebrates the culture, education, dance, song, crafts, food and vendors of people of the world in Pueblo, Colorado. Dance groups represented include Aztec, Russian, Egyptian, Native American, African, Mexican, Soul, and more. Food trucks will be on site along with vendors and booths.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Mad Fresh Productions.

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. Multicultural Fest 2023
2. 2023 Contingencies (Council) Multicultural Festival

RESOLUTION NO. 15354

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF \$1,500 TO SPONSOR THE 5TH ANNUAL MULTICULTURAL FESTIVAL ON OCTOBER 7, 2023 AT 11 AM IN MINERAL PALACE PARK

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 2023 General Fund Budget is authorized to be paid to Mad Fresh Productions to support the 5th Annual Multicultural Festival on October 7, 2023 at 11 am in Mineral Palace Park.

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.

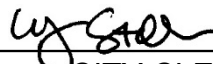
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: August 28, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

5th Annual MULTICULTURAL FESTIVAL

CELEBRATE

TRADITION



AFRICAN-MEXICAN-TAHITIAN
EGYPTIAN-NATIVE AMERICAN

EVENT IS FREE TO PUBLIC- BRING LAWN CHAIRS -OPEN DANCE FLOOR

AZTEC-IRISH-INDIAN
RUSSIAN-TEX MEX-SOUL-GYPSY



MINERAL PALACE PARK on **OCTOBER 7** at **11am-6pm**

DATE	BALANCE IN 2023 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				\$ 100,000.00
1/9/23	Latino Chamber 44th Annual Dinner		\$ 2,000.00		\$ 98,000.00
1/9/23	Mount Carmel Veterans Service Center Salute to Heroes		\$ 2,500.00		\$ 95,500.00
1/23/23	Steelworks Center for the West - CF&I Faces of Steel Event		\$ 1,000.00		\$ 94,500.00
1/23/23	PCC Foundation Hall of Fame Award Event		\$ 1,000.00		\$ 93,500.00
1/23/23	Catholic Charities Espiritu Dinner		\$ 1,500.00		\$ 92,000.00
2/13/23	Boys & Girls Club Champions of Youth Dinner		\$ 1,600.00		\$ 90,400.00
2/13/23	Pueblo Police Department Awards Dinner		\$ 650.00		\$ 89,750.00
2/27/23	Southern Colorado Equality Alliance Spring Fling Banquet		\$ 560.00		\$ 89,190.00
2/27/23	Pueblo Friends of the Arkansas Trout on the Route		\$ 300.00		\$ 88,890.00
2/27/23	Pueblo Food Project Sun Soil Water Ag Summit		\$ 2,000.00		\$ 86,890.00
2/27/23	The Place Community Block Party		\$ 1,000.00		\$ 85,890.00
3/13/23	Hip Hop Festival - Mad Fresh Productions		\$ 1,500.00		\$ 84,390.00
3/13/23	HARP Rollin' on the Riverwalk Event		\$ 9,000.00		\$ 75,390.00
3/13/23	Press Club Sheepdip Awards Dinner		\$ 1,000.00		\$ 74,390.00
4/10/23	County Courthouse Lighting Ceremony		\$ 500.00		\$ 73,890.00
4/10/23	Latino Chamber Tostada Event		\$ 2,000.00		\$ 71,890.00
4/10/23	Child Advocacy Center April Campaign		\$ 1,000.00		\$ 70,890.00
4/10/23	Soco Harm Reduction/GAPP for Gun Buyback Program		\$ -		\$ 70,890.00
4/10/23	Downtown Association Levee Walk		\$ 700.00		\$ 70,190.00
4/24/23	SocoYogo/United Way Carnival		\$ 1,000.00		\$ 69,190.00
4/24/23	Pueblo Heritage Museum Slovenian Exhibit		\$ 1,000.00		\$ 68,190.00
4/24/23	Southern Colorado Equality Alliance Pueblo Pride Event		\$ 750.00		\$ 67,440.00
4/24/23	Bessemer Historical Society DBA Steelworks Center for the West - Contribution to EPA's Environmental Justice Collaborative Problem-Solving (EJCPS) Grant		\$ 8,000.00		\$ 59,440.00
4/24/23	El Movimiento Sigue Cinco de Mayo		\$ 2,000.00		\$ 57,440.00
5/8/23	Caring for Colorado - Youth Action Council		\$ 1,000.00		\$ 56,440.00
5/8/23	Pueblo Memorial Hall - Pueblo Has Talent 2023		\$ 5,189.00		\$ 51,251.00
5/22/23	Ultimate Performance Sports Training & Rehab Youth Scholarships		\$ 2,000.00		\$ 49,251.00
5/22/23	Goodnight Barn Preservation, Inc. - Chuckwagon Rendezvous		\$ 5,000.00		\$ 44,251.00
5/22/23	Mariachi Juvenil Diamante workshop		\$ 1,500.00		\$ 42,751.00
6/12/23	Sangre de Cristo Arts Center Anniversary Gala		\$ 1,500.00		\$ 41,251.00
6/12/23	Colorado State Fair Fiesta Committee - Noche de Fiesta		\$ 300.00		\$ 40,951.00
6/26/23	Pueblo Friends of the Arkansas Summer Solstice		\$ 250.00		\$ 40,701.00
7/10/23	Latino Veterans Profiles in Courage Awards		\$ 1,500.00		\$ 39,201.00
7/10/23	PDI Dancing with the Pueblo Stars		\$ 1,000.00		\$ 38,201.00
7/10/23	Southeastern Colorado Heritage Center Indigenous People's Exhibit		\$ 6,000.00		\$ 32,201.00
7/24/23	Global Medical Response - Safety Jam		\$ 1,000.00		\$ 31,201.00
8/14/23	Pueblo Memorial Hall - The Time is Now Benefit by Mad Fresh		\$ -		\$ 31,201.00
8/14/23	Colorado State Fair Fiesta Committee - Fiesta Day Parade		\$ 2,000.00		\$ 29,201.00
8/14/23	Pueblo Chile Hot Air Balloon Fest		\$ 2,500.00		\$ 26,701.00
8/14/23	Pueblo Police Activities League (PPAL) Roncalli Football Equip		\$ 1,000.00		\$ 25,701.00
8/28/23	Mad Fresh Productions Multicultural Festival		\$ 1,500.00		\$ 24,201.00
					\$ 24,201.00
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					\$ 24,201.00



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: August 28, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: City Council

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO ASSISTANCE LEAGUE OF PUEBLO, INC. IN THE AMOUNT OF \$1,000 TO SPONSOR THE HOLIDAY FASHION PREVIEW ON SATURDAY, DECEMBER 2, 2023 AT THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of the Assistance League of Pueblo, Inc. in the amount of \$1,000 to sponsor the Holiday Fashion Preview on Saturday, December 2, 2023 at the Pueblo Convention Center which benefits Operation School Bell.

PREVIOUS COUNCIL ACTION:

Council supported this event for \$1,000 in 2021 and 2022.

BACKGROUND:

The Assistance League Pueblo proudly asks for your support of its largest philanthropic program, Operation School Bell. This year, with your help, they plan to assist 1000 deserving children with new school clothes, age-appropriate books and health hygiene kits. To date, Assistance League Pueblo has supported more than 40,000 students through our 55-year history in the Pueblo community. The Holiday Fashion Preview and Luncheon is scheduled for Saturday, December 2, 2023 at the Pueblo Convention Center.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Assistance League of Pueblo, 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 Members Sarah Martinez and Lori Winner.

ATTACHMENTS:

1. 2023 Contingencies (Council) Assistance League Holiday Fashion Preview
2. Assistance League Request

RESOLUTION NO. 15355

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO ASSISTANCE LEAGUE OF PUEBLO, INC. IN THE AMOUNT OF \$1,000 TO SPONSOR THE HOLIDAY FASHION PREVIEW ON SATURDAY, DECEMBER 2, 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 Assistance League of Pueblo, Inc. to sponsor the Holiday Fashion Preview on Saturday, December 2, 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.

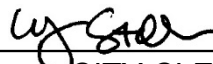
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: August 28, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Transforming Lives • Strengthening Community

1112 Pueblo Blvd Way, Pueblo, Colorado 81005-2199

(719) 544-1528 | www.assistanceleaguepueblo.org

Chartered in 1968

August 24, 2023

Alyssa Parga
City of Pueblo-City Council
1 City Hall Place
Pueblo, CO 81003

Dear Alyssa Parga and City Council Members,

Have you ever watched a child hug a pair of new shoes, or sit on a checkout counter and open his new book, or get excited over her very own toothbrush, or model their new coat with smiles as big as saucers? Have you ever seen parents with tears in their eyes from watching the joyful excitement of their children getting new clothes to start the school year? That's what happens at Operation School Bell.

The Assistance League Pueblo® proudly asks for your support of our largest philanthropic program, Operation School Bell®. This year, with your help, we plan to assist 1000 deserving children with new school clothes, age appropriate books and health hygiene kits. To date Assistance League Pueblo has supported more than 40,000 students through our 55-year history in the Pueblo community.

The Holiday Fashion Preview and Luncheon is scheduled for Saturday, December 2, 2023 at the Pueblo Convention Center. We invite you and your team to attend our annual fundraiser to celebrate another successful year of Operation School Bell.

Please see the attached information for underwriting opportunities along with our information page for ordering event tickets.

With A Grateful Heart,

A handwritten signature in cursive script that reads 'Pamela Roberts'.

Pamela Roberts
President

Enclosures



**2023 Holiday Fashion
Preview & Luncheon
Underwriting Opportunities
ALL Event Proceeds Support
Operation School Bell®**

\$5,000 – 9,999

- ❖ Two Minute Podium Time
- ❖ Table Favor Opportunity
- ❖ Banner Display
- ❖ Logo Placement in Advertising
- ❖ Prime Seating Location
- ❖ Recognition at Event by Emcee
- ❖ Two Full Page Ads in Program
- ❖ Recognition in Program & Table Signage
- ❖ Recognition on ALP Website
- ❖ Recognition on ALP Facebook Page
- ❖ **Ten** Complimentary Tickets to Event

\$2,500 – 4,999

- ❖ Banner Display
- ❖ Logo Placement in Advertising
- ❖ Prime Seating Location
- ❖ Recognition at Event by Emcee
- ❖ One Full Page Ad in Program
- ❖ Recognition in Program & Table Signage
- ❖ Recognition in Video Presentation
- ❖ Recognition on ALP Facebook Page
- ❖ **Eight** Complimentary Tickets to Event

\$1,000 – 2,499

- ❖ Prime Seating Location
- ❖ Recognition at Event by Emcee
- ❖ Half Page Ad in Program
- ❖ Recognition in the Video Presentation
- ❖ Recognition in Program & Table Signage
- ❖ Recognition on ALP Facebook Page
- ❖ **Four** Complimentary Tickets to Event

\$500-999

- ❖ Recognition at Event by Emcee
- ❖ One Quarter Page Ad in Program
- ❖ Recognition in Program & Table Signage
- ❖ Recognition in Video Presentation
- ❖ Recognition on ALP Facebook Page
- ❖ **Three** Complimentary Tickets to Event

\$200-499

- ❖ Recognition in Program & Table Signage
- ❖ Recognition in Video Presentation
- ❖ **Two** Complimentary Tickets to Event

\$100-199

- ❖ Recognition in Program & Table Signage
- ❖ Recognition in Video Presentation
- ❖ **One** Complimentary Ticket to Event

**ALL proceeds stay within the
Pueblo City/County Community**

For Information, Contact
Mary-K. Peters at @ 719-557-1201
MarykayALP@gmail.com
Assistance League Pueblo
1112 Pueblo Blvd Way
Pueblo, Colorado 81005



Caring & Commitment in Action

(Please return this form with your donation or your commitment)

Sponsor/Underwriter Information

Company or Individual: _____

Contact name _____

Address _____ City: _____ Zip: _____

Contact phone # _____

Email address _____

Amount of Sponsorship \$ _____

Would you like to be invoiced? ____yes ____no

Would you like payment by credit card? ____yes ____no

____ VISA ____ Mastercard ____ Discover ____ Amer Exps

Cardmember _____ Signature _____

Card number _____ Expiration Date _____ Security Code _____

Assistance League Pueblo® will gladly accept your sponsorship award at any time prior to the end of October 2023. In order to be included in our event program, we must receive your sponsorship by October 31, 2023 at 1112 Pueblo Blvd Way, Pueblo, CO 81005.

Do you wish to receive your complimentary tickets to the event or would you prefer to donate them back to the Assistance League?

_____ receive tickets Mailing Information:

Address _____ City: _____ Zip: _____

_____ donate tickets

If you have dealt with a particular member of Assistance League, please provide her name:

Assistance League Pueblo appreciates your support of our major philanthropic program, Operation School Bell®, which will continue due to the generosity of companies and individuals like you. Thank you!

DATE	BALANCE IN 2023 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				\$ 100,000.00
1/9/23	Latino Chamber 44th Annual Dinner		\$ 2,000.00		\$ 98,000.00
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4/10/23	Downtown Association Levee Walk		\$ 700.00		\$ 70,190.00
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4/24/23	Southern Colorado Equality Alliance Pueblo Pride Event		\$ 750.00		\$ 67,440.00
4/24/23	Bessemer Historical Society DBA Steelworks Center for the West - Contribution to EPA's Environmental Justice Collaborative Problem-Solving (EJCPS) Grant		\$ 8,000.00		\$ 59,440.00
4/24/23	El Movimiento Sigue Cinco de Mayo		\$ 2,000.00		\$ 57,440.00
5/8/23	Caring for Colorado - Youth Action Council		\$ 1,000.00		\$ 56,440.00
5/8/23	Pueblo Memorial Hall - Pueblo Has Talent 2023		\$ 5,189.00		\$ 51,251.00
5/22/23	Ultimate Performance Sports Training & Rehab Youth Scholarships		\$ 2,000.00		\$ 49,251.00
5/22/23	Goodnight Barn Preservation, Inc. - Chuckwagon Rendezvous		\$ 5,000.00		\$ 44,251.00
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7/24/23	Global Medical Response - Safety Jam		\$ 1,000.00		\$ 31,201.00
8/14/23	Pueblo Memorial Hall - The Time is Now Benefit by Mad Fresh		\$ -		\$ 31,201.00
8/14/23	Colorado State Fair Fiesta Committee - Fiesta Day Parade		\$ 2,000.00		\$ 29,201.00
8/14/23	Pueblo Chile Hot Air Balloon Fest		\$ 2,500.00		\$ 26,701.00
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8/28/23	Mad Fresh Productions Multicultural Festival		\$ 1,500.00		\$ 24,201.00
8/28/23	Assistance League of Pueblo Holiday Fashion Preview		\$ 1,000.00		\$ 23,201.00
					\$ 23,201.00
					\$ 23,201.00
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					\$ 23,201.00
					\$ 23,201.00
					\$ 23,201.00



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: August 28, 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 IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-048-2023 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF \$9,316,522 FOR COSTS RELATED TO THE REHABILITATION OF RUNWAY 8R/26L AND TAXIWAY A2 REMOVAL (PHASE 2 – CONSTRUCTION) AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING \$9,316,522 TO PROJECT NO. AP2205 - REHAB OF RUNWAY 8R-26L DESIGN AND CONSTRUCTION, 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 for costs related to the rehabilitation of Runway 8R/26L and Taxiway A2 Removal (Phase 2 – Construction).

PREVIOUS COUNCIL ACTION:

Ordinance No. 10242, adopted by City Council on August 8, 2022, accepted FAA grant funds, established Project No. AP2205 - Rehab of Runway 8R-26L Design and Construction for the initial design phase, and approved a Professional Engineering Services agreement for the initial design.

Ordinance No. 10253, adopted by City Council on August 24, 2022, accepted CDOT grant funds for costs related to the initial design.

Ordinance No. 10353, adopted by City Council on December 27, 2022, approved an amendment to the Professional Engineering Services agreement for additional design work to be completed to replace the Airfield Lighting Control and Monitoring System.

Ordinance No. 10486, adopted by City Council on June 26, 2023, accepted CDOT grand funds for costs related to project construction.

Ordinance No. 10508, adopted by City Council on July 24, 2023, accepted FAA grant funds for costs related to Airfield Lighting Control and Monitoring System replacement.

BACKGROUND:

The Colorado Department of Transportation (CDOT) conducted a pavement condition assessment of this Runway, and it was determined that the pavement needs rehabilitation. This project is on the Capital Improvement Plan schedule for 2022, approved by both the FAA and CDOT for Entitlement Fund use.

FINANCIAL IMPLICATIONS:

The total project cost for construction is \$9,806,866.00. The FAA AIP Grant is for \$9,316,522.00 (95%). The CDOT approved grant amount is \$245,171.00 (2.5%), accepted, budgeted, and appropriated in a previous ordinance. The City's match is \$245,173.00 (2.5%). Matching funds budgeted and appropriated 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 and the project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PUB-NMG-3-08-0046-048-2023-Grant Agreement
2. PUB-48 Grant Certification

ORDINANCE NO. 10533

AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-048-2023 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF \$9,316,522 FOR COSTS RELATED TO THE REHABILITATION OF RUNWAY 8R/26L AND TAXIWAY A2 REMOVAL (PHASE 2 – CONSTRUCTION) AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING \$9,316,522 TO PROJECT NO. AP2205 - REHAB OF RUNWAY 8R-26L DESIGN AND CONSTRUCTION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo has received a Grant Agreement from the Federal Aviation Administration (FAA) for costs related to the rehabilitation of Runway 8R/26L and Taxiway A2 Removal (Phase 2 – Construction); and,

WHEREAS, the funds from this grant need to be 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 Federal Aviation Administration Grant Agreement No. 3-08-046-048-2022 (“Grant Agreement”), 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 United States of America through the Federal Aviation Administration (“FAA”), making available \$9,316,522.00 in federal funds for costs related to the rehabilitation of Runway 8R/26L and Taxiway A2 Removal (Phase 2 – Construction), after having been approved as to form by the City Attorney, is here by 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 \$9,316,522.00 shall be accepted pursuant to the Grant Agreement and budgeted and appropriated to Project No. AP2205 - Rehab Runway 8R-26L Design and Construction. 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 of the FAA without any required matching funds by City, 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 4.

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 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 August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.

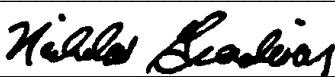


President of City Council

Action by the Mayor:

☒ Approved on August 31, 2023.

☐ Disapproved on _____ based on the following objections:



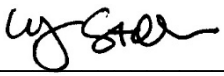
Mayor

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



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 Airport Improvement Program (AIP) Project No. 3-08-0046-048-2023 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 **September 14, 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

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

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	
FY2023 AIP Grant Number	3-08-0046-048-2023	[Contract No.DOT-FA23NM1079]
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:

Rehabilitate Runway 8R/26L and Reconstruct Runway 8R/26L Lighting (construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); 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) percent 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 \$9,316,522.

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;

\$ 9,316,522 airport development or noise program implementation; and,

\$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. Budget Period:
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to

expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the 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 September 14, 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 invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **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 America.** 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 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

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

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the 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 subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 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, 2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;

- ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **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.
29. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
30. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
31. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
32. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
33. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
 - a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

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

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

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
35. **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; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); 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 Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

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

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

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

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

3. **Airport Planning Undertaken by a Sponsor.**

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- 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. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

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

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

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

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

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

26. Reports and Inspections.

It will:

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

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. Civil Rights.

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

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

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The **City of 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
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

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

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

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of 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, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

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

GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: Airport Improvement Program (AIP) Grant No. 3-08-0046-048-2023
Rehabilitate Runway 8R/26L and Reconstruct Runway 8R/26L Lighting (construction)

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) Gloria Porroza, [Signature]

7-31-23
Date

Title: Director of Aviation



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 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 A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE REHABILITATION OF RUNWAY 8R/26L AND TAXIWAY A2 REMOVAL (PHASE 2 – CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve a Professional Engineering Services Agreement between the City of Pueblo, a municipal corporation, and Dibble and Associates Consulting Engineers, Inc., for the construction administration for the rehabilitation of Runway 8R/26L and Taxiway A2 Removal (Phase 2 – Construction) project.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10242, adopted by City Council on August 8, 2022, accepted FAA grant funds, established Project No. AP2205 - Rehab of Runway 8R-26L Design and Construction for the initial design phase, and approved a Professional Engineering Services agreement for the initial design.

Ordinance No. 10253, adopted by City Council on August 24, 2022, accepted CDOT grant funds for costs related to the initial design.

Ordinance No. 10353, adopted by City Council on December 27, 2022, approved an amendment to the Professional Engineering Services agreement for additional design work to be completed to replace the Airfield Lighting Control and Monitoring System.

Ordinance No. 10486, adopted by City Council on June 26, 2023, accepted CDOT grand funds for costs related to project construction.

Ordinance No. 10508, adopted by City Council on July 24, 2023, accepted FAA grant funds for costs related to Airfield Lighting Control and Monitoring System replacement.

BACKGROUND:

The Colorado Department of Transportation (CDOT) conducted a pavement condition assessment of this Runway, and it was determined that the pavement needs rehabilitation. This project is on the Capital Improvement Plan schedule for 2022, approved by both the FAA and CDOT for Entitlement Fund use. Dibble and Associates Consulting Engineers, Inc., is the Pueblo Memorial Airport's contracted engineering consultants and submitted a proposal for construction administration for the runway rehabilitation project (Phase 2 – Construction).

FINANCIAL IMPLICATIONS:

The total cost for construction administration is \$666,919.42, 97.5% of which will be reimbursed through FAA and CDOT grants.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Professional Engineering Services Agreement will not be approved, and the project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Dibble_AP2205 Runway 8R-26L Rehabilitation and Taxiway A2 Removal Final

ORDINANCE NO. 10534

AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE REHABILITATION OF RUNWAY 8R/26L AND TAXIWAY A2 REMOVAL (PHASE 2 – CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, Dibble & Associates as the Airport's contracted engineering consulting firm provided a proposal for construction administration services for the rehabilitation of Runway 8R/26L and Taxiway A2 Removal (Phase 2 – Construction) project; NOW, THEREFORE,

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

SECTION 1.

The Agreement for Professional Engineering Services ("Professional Services Agreement"), a copy of which is attached hereto and made part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, to provide engineering construction administration services for the rehabilitation of Runway 8R/26L and Taxiway A2 Removal (Phase 2 – Construction) at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Professional Services 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. Where authorized pursuant to §1-4-3, P.M.C., the Mayor may execute the Professional Services Agreement by electronic signature, and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.



President of City Council

Action by the Mayor:

☒ Approved on August 31, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

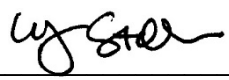
☐ Council did not act to override the Mayor's veto.

☐ 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

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this 1st day of September, 2023 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, construction administration, and related services for Owner in connection with Project No. AP2205, Project Name: Runway 8R-26L Rehabilitation and Taxiway A2 Removal, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

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

- ☐ - Study and Report Phase
- ☐ - Preliminary Design (Schematic) Phase
- ☐ - Final Design Phase
- ☒ - Construction Documents & Bidding Phase
- ☒ - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Appendix A – Scope of Services and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

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

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

- (a) Consult with Owner to determine his requirements for the Project and review available data.
- (b) Advise Owner 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 Owner in obtaining any such services.
- (c) Provide special analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
- (d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- (e) Provide general economic analysis of Owner's requirements applicable to various alternatives.
- (f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.
- (g) Furnish two (2) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

- (a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or Report on the Project.
- (b) Prepare and submit to Owner 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 Owner 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 Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.
- (e) Prepare and submit to Owner 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) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirements therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration. 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. **Engineer 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 Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner 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) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner 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, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A 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 or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, 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 Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner 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 Owner may reasonably request Engineer's advice.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer 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 Owner 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 Appendix A - Scope of Services concerning the level of observation shall determine Engineer'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 Owner 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 Owner, 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 Owner 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 Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his 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 Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner'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 Owner 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 Engineer shall, if so provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer 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 Engineer shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Architect and Contractor.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the work.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; and Engineer hereby irrevocably waives and excuses Owner 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) Engineer's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "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, Owner 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 Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within five (5) days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he 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

Owner's time table for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. 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 Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "Federal Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency which apply to the work under this Agreement, whether referenced in Appendix A or not. All applicable loan or grant conditions and regulations of the Federal Agency are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal loans or grants. Should the applicable Federal Agency indicate that loans or grants shall not be granted or approved by the Agency, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner'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 Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable

time. The Owner's approval of Drawings, design, Specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner'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 Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$666,919.42 in the aggregate and computed in accordance with this Section. In the event compensation for services is set forth in Appendix B 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 Appendix B for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within forty (40) days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B – "Fee Schedule."

5.4 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 Appendix B - "Fee Schedule."

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred

in correcting Engineer's mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

Section 6. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2024, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.5 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees, engineers, and subcontractors, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Owner's Project Representative, then in that event, Engineer's entire right to compensation shall be chosen by Owner and limited to the lesser of (a) the reasonable value of completed work to Owner or (b) payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.6 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees

that the Owner 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.

(b) Advertising. Unless specifically approved in advance in writing by Owner, Engineer shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Engineer's employees. If Engineer 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 Owner for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.2 Insurance and Indemnity.

(a) Engineer 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 his 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 in subparagraph (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, One Million Dollars (\$1,000,000.00) per occurrence for property damage, and One Million and No/100 Dollars (\$1,000,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding \$50,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, its employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and its employees, including claims of nonpayment. 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.

7.3 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 Owner or the Engineer 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 Owner, Attention: Greg Pedroza, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 3020 East Camelback Road Suite 201 Phoenix, AZ 85016. 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.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Appendix or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 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 Engineer may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and Owner.

7.7 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.

7.8 Equal Employment Opportunity. In connection with the performance of this Agreement, Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Engineer 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.

7.9 Severability. If any provision of this Agreement, except for Section 2.7, 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 2.7 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.

7.10 Appropriations. Subject to 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 construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under

Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. APPENDICES.

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

Appendix A - "Scope of Services" consisting of 8 pages.

Appendix B - "Fee Schedule" consisting of 2 page.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility" Consisting of 2 page.

SECTION 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 Engineer therefore, will use his or her best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances, and regulations as they apply to the Project.

SECTION 11. STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK.

(a) At or prior to the time for execution of this Agreement, Engineer 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 Agreement and that the Engineer will participate in either the "E-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 Agreement.

(b) Engineer shall not:

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

(II) Enter into a contract with a subconsultant that fails to certify to Engineer that the subconsultant 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 Engineer shall have confirmed or attempted to confirm the employment eligibility of all of its employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

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

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

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

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

(IV) The Engineer is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") 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 Engineer shall constitute a material breach of contract and grounds for immediate termination. In the event of such termination, the Engineer shall be liable for Owner's actual and consequential damages.

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

(f) Violation of this Section 11 by the Engineer shall constitute a material breach of contract and grounds for immediate termination. In the event of such termination, the Engineer shall be liable for Owner's actual and consequential damages.

(g) As used in this Section 11, the term "subconsultant" shall mean any subconsultant or subcontractor of Engineer rendering services with the scope of this Agreement.

SECTION 12. PERA LIABILITY

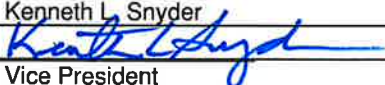
The Engineer shall reimburse the Owner for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

DIBBLE AND ASSOCIATES
CONSULTING ENGINEERS, INC.

By: _____
Nicholas A. Gradisar, Mayor

Name: Kenneth L. Snyder
By: 
Title: Vice President

Attest: _____
City Clerk

[S E A L]

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

Director of Finance

APPROVED AS TO FORM:

City Attorney

**Pueblo Memorial Airport
Rehabilitate Runway 8R-26L and
Taxiway A2 Removal
(Bid and Construction Phase Services)
FAA AIP No. 3-08-0046-048-2022 (RW & Elec)
FAA AIP No. 3-08-0046-049-2022 (ALCMS)
City of Pueblo Project No. TBD
APPENDIX A – SCOPE OF SERVICES**

Introduction

Dibble (Engineer) has been requested by the City of Pueblo (City or Sponsor) and the Pueblo Memorial Airport (Airport or PUB) to provide bid and construction phase services for the *Runway 8R-26L Rehabilitation and Removal of Taxiway A2* project. This project will include a variable depth mill and overlay of the existing runway pavement area (150-foot width) as well as the taxiway connectors pavement (A1 and A3 through A10) up to the holding position pavement markings. The project limits for the removal of Taxiway A2 include complete removal of all asphalt pavement, lighting, and signage between Runway 8R-26L and 17-35 intersection and Taxiway A, and regrading of Taxiway A2 area to meet all RSA and TSA standards. This project also includes new runway lighting and signage and new Airfield Lighting Control System (ALCMS) as bid alternates.

This scope of work has been prepared in accordance with the scoping meeting held with FAA, PUB, and CDOT Aeronautics on February 9, 2023. The bid and construction phases for this project are anticipated to be funded by a 2023 FAA AIP grant (3-08-0046-048-2023) and supplemented by AIG (BIL) grant (if needed), along with the respective CDOT and local matching funds.

It is assumed that the 1-month Bid Phase will occur in March-April 2023 and federal funding received prior to October 1, 2023. If federal funding is received prior by mid-July, construction may occur in 2023. If federal funding is received around September 2023, construction is anticipated to occur in late-spring or early summer of 2024.

The Dibble Team key members consist of the following, (Dibble staff titles below are consistent with the classifications in the Manhour Matrix included with this proposal):

- | | |
|---|---------------------------|
| • Senior Project/Construction Manager (Dibble) | Jared Bass, P.E. |
| • Project Engineers (Dibble) | Kurt Dalton and Jim Hodge |
| • Construction Inspection Manager – Basis Partners (DBE) | Derek Phipps, P.E. |
| • Electrical Project Manager – CR Engineers (DBE) | Catherine Alcorn, P.E. |
| • Electrical Inspector – CR Engineers (DBE) | Shane Woodard |
| • Quality Assurance Testing – Terracon | Kirk Jackson, P.E. |
| • As-Built Surveyor – NorthStar Engineering and Surveying | Mike Cuppy, P.E. |

This proposal consists of comprehensive construction phase services as outlined herein, (reference Overall Construction Phasing Plan exhibit attached). As there are multiple bid schedules separate efforts will be broken

out to reflect the following construction Phases, (i.e. Base Bid – Schedule I and Additive Alternates – Schedules II and III):

- Phase 1A (RW 8R-26L West and TW A2 Removal): 7 calendar days and nights, anticipating two, 12-hour shifts.
- Phase 1B (RW 8R-26L East and TW's A4, A5, & A7-12): 14 calendar days and nights, anticipating two, 12-hour shifts.
- Phase 1C (RW Grooving): 28 calendar nights, approximately 6:00 pm – 6:00 am.
- Phase 1D (RW Pavement Marking): 3 calendar nights, approximately 6:00 pm – 6:00 am.
- Phase 2A (RW Electrical Lighting and Signage): 21 calendar days and nights, concurrent with Phases 1A and 1B, if Add Alt No. 1 is awarded.
- Phase 2B (ALCMS): 30 calendar days, concurrent with any phase, if Add Alt No. 2 is awarded.

Bid Phase Services

1) Bid Phase Services (Lump Sum):

- a) Project Management and Administration: provide all project management and coordination of the design team and the Airport, City of Pueblo, and FAA during the bidding phase. Dibble will attend, participate, and assist with the distribution and management of the bidding documents. Dibble will coordinate with City Procurement staff in management of bid documents and miscellaneous files.
- b) Pre-Bid Meeting and Site Visit: attend the pre-bid meeting and assist the Airport in conducting the meeting. Dibble, upon the direction of the Airport, will provide a brief overview of the project and contract components, identifying important elements within the documents that the contractors should be particularly familiar with prior to submitting a bid. Dibble shall also assist the Airport in developing and submitting the pre-bid meeting minutes to all plan holders.

Dibble will also assist the Airport with the airfield site visit for all interested parties.

- c) Bid Addenda: Pending contractors' reviews, comments, and questions, the Engineer will assist the Airport in developing and issuing any necessary addenda. Addenda may include revision to construction documents (i.e., plans and technical specifications). Dibble will also coordinate, address, and appropriately respond to all contractor communications and questions during the bidding process and submit responses through addenda as needed. All communication will follow the City of Pueblo regulations and requirements. It is anticipated that a maximum of three (3) addenda will be issued for this project.
- d) Bid Opening Meeting: the Engineer will attend the bid opening meeting to assist the Airport and Sponsor in reviewing and organizing the bidding documents from each contractor. Dibble will help gather the documents required to meet the federal project requirements.
- e) Bid Tabulation and Recommendation: the Engineer will evaluate each bid submitted for adherence to the local and federal requirements, mathematical/calculative errors, and for comparative purposes against the Engineer's OPCC and other bids submitted. Dibble will provide a bid summary letter stating all inconsistencies and results and a recommendation for the lowest responsible, responsive bidder. Included with this effort will be the review and evaluation support of the other contract components such as the DBE subcontractor evaluation, bid bonds, and adherence to other required federal assurances.

Dibble will further assist the Sponsor with review of the bidder's compliance with the other local required contract documents included in the bidding documents.

Construction Phase Services

2) **Pre-Construction Services (Lump Sum):**

- a) **Construction Management and Administration:** provide as-needed project management, coordination, support, and administration necessary to monitor the Contractor's operations and deliverables. Dibble will provide the FAA, Airport, and the Contractor with hard copies and electronic files of the conformed set of the final construction documents, (i.e., plans and specifications with all addenda issued during the bidding phase).
- b) **Preconstruction Conference:** conduct the Preconstruction Conference and provide support and/or coordination of the construction documents as needed. Dibble will prepare and provide the meeting agenda and sign-in sheet, facilitate the meeting, and issue meeting minutes. The Preconstruction Conference will be held at the Airport.
- c) **Construction Management Plan (CMP):** prepare a CMP in accordance with the FAA – AC 150/5370-12B, *Quality Management for Federally Funded Airport Construction Projects*, requirements. At a minimum the CMP shall include project scope of work and description, Engineer's roles and responsibilities, Contractor's responsibilities, Quality Assurance (QA) Testing Standards and frequency for each material, Quality Control (QC) Testing Standards and frequency for each material, and procedures to verify compliance. In addition, the standard test forms per the new Engineering Guideline 620-05 will be included in the CMP.

This report shall be submitted to the FAA a minimum of 10 calendar days before the anticipated start of construction.

- d) **Preconstruction Conference Submittal Reviews and Coordination:** review project submittals required at the Preconstruction Conference as identified within the contract documents including at a minimum:
 - Contractor's CSPP Compliance Report
 - Overall and 3-Week Construction Schedules
 - Material Submittal Schedule
 - Schedule of Values
 - Contractor's Emergency Contact Information
 - List of Proposed Construction Equipment
 - Barricade Plan
 - Traffic Control Plan
 - Contractor's Quality Control Plan
- e) **Construction Equipment Submittal to OE/AAA:** coordinate with the Contractor and Airport in developing and submitting the anticipated construction equipment with associated heights, locations, and timeframes to the FAA Airspace Review OE/AAA website.

Included in this effort is the development and submittal of the FAA-ATO Strategic Event Coordination (SEC) Form. Dibble will assist PUB and PUB ATCT in developing this form to be consistent with the construction phases and timelines.

Also, included in this effort is the coordination with FAA SSC for shutdown of the FAA-owned facilities (i.e., ILS, etc.).

- f) Airport Security Badging: members of the Engineering Team shall all attend the airport security and badging class at the Airport, submit the application, and pay the application fee required to obtain the airport security badge. It is anticipated that there will be a minimum to two (2) members of each company that will attend the class for a total of 8 people.

3) Construction Coordination and Inspection Services (Cost + Fixed Fee (CPFF)): it is assumed that the project will take 52 Calendar Days for substantial completion phase with an additional 7 Calendar Days for the Final Completion phase.

- a) Site Visits and Observations: the Senior Construction/Project Manager will provide periodic observation, and the Inspectors will perform full-time construction inspection on the project as identified below. It is anticipated that one Inspector will be used during daytime and nighttime operations each. Daily and nightly inspection reports will be developed.

Base Bid (Phases 1A and 1B) Site Visits: 21 calendar days and nights, each shift is 12 hours.

- Sr. Construction Manager or Engineering/Administrative Technician (3 days/week, 12 hours each day): 108 hours
- Construction Inspector – Daytime (7 days/week, 12-hour days): 252 hours
- Construction Inspector – Nighttime (7 days/week, 12-hour days): 252 hours

Base Bid (Phases 1C and 1D) Site Visits: 31 calendar nights, each shift is 10 hours.

- Sr. Construction Manager or Engineering/Administrative Technician (1 day/week, 10 hours each day): 40 hours
- Construction Inspector – Nighttime (10-hour days): 310 hours

Additive Alternate No. 1 (Schedules II): Phase 2A, 21 calendar days, concurrent with Phases 1A and 1B.

- Electrical Construction Inspector – see scope of work and hours in CR Engineers proposal.

Additive Alternate No. 2 (Schedules III): Phase 2B, 30 calendar days, concurrent with any phase.

- Electrical Construction Inspector – see scope of work and hours in CR Engineers proposal.

- b) Weekly Construction and Safety Meetings: prepare the weekly construction meeting agendas, facilitate the meetings, and issue meeting minutes. The Construction Manager, Construction Inspector, and Project Engineer will attend these weekly meetings to stay current on the construction activities. It is anticipated that there will be a maximum of 10 weekly construction meetings after the construction notice to proceed is issued.

- c) Weekly Certified Payroll and Davis Bacon Review: coordinate and review all certified payroll documentation required for this project to be compliant with the contract documents and Federal Davis Bacon Wage Determinations, (Contractor and subcontractors on a weekly basis). Included in this effort is also the submittal and coordination of classifications as needed for positions not specifically identified in the Federal Davis Bacon Wage Determinations.

- d) Contractor Employee Interviews: the construction inspector will perform these interviews in accordance the FAA requirements. Forms will be filled out and submitted showing contractor and subcontractor employees are aware of the Federal Davis Bacon Wage Determinations.
- e) Weekly FAA Reports (5370-1): develop the weekly FAA 5370-1 Construction progress reports and submit to the FAA.
- f) Weekly and Monthly Quantity Calculations: continuously monitor and track the construction material quantities throughout the course of the construction phase and provide weekly review summaries to the Airport and FAA. The Construction Inspector will assist with the tracking of quantities during the full-time inspection services.
- g) Monthly Payment Application Coordination and Review: regularly review and track project quantities in the field and on the Contractor's As-Builts. Coordinate these inspected quantities with the contractor prior to the submittal of monthly payment applications. Assist the Airport in the regular draw-down of the federal grant for payment on the construction services.
- h) Change Order Review and Coordination: coordinate and review Contractor Change Order Requests (COR), including verification of project quantities as needed, (estimated at a maximum of 3 COR's). A complete cost analysis will be prepared (as needed) for each change order that may occur.
- i) Material Shop Drawing Review and Coordination: review and provide a response to construction material and general project submittals as requested, estimated at approximately 35 original submittals. It will also be estimated that the Contractor will need to resubmit approx. 15 of the original submittals for a total amount of 50 submittal reviews during the course of the project.
- j) RFI Review and Coordination: coordinate, review and provide a response to construction and general project Requests for Information (RFI), (estimated at approximately 10 RFI's).
- k) ESI Review and Coordination: coordinate, review and develop necessary Engineering Supplemental Information (ESI) documents, additional details, or sketches as revisions to the construction specifications and/or plans, (estimated at approximately 6 ESI's). The electrical engineer will review and prepare the electrical ESI's in addition to the ones noted herein, estimated at approx. 4.
- l) DBE Compliance and Coordination: coordinate and review all DBE efforts and documentations required for this project to be compliant with the contract documents.
- m) QA/QC Testing Coordination and Review: coordinate and review QA/QC actions including scheduling of testing activities, reporting, review of results, and recommendations. The construction Inspector shall assist in the coordination and management of the QA/QC services.
- n) Substantial Completion Inspection: conduct the Substantial Completion Walks required before the opening of each phase. The Construction Inspectors (civil and electrical) shall also attend this meeting. A substantial completion walk will need to be performed for each construction phase identified herein (i.e., Phases 1A – 1D).

- o) Punchlist(s) and Coordination(s): prepare, submit, and re-evaluate punchlists at each substantial completion and final walk. A punchlist for each substantial completion walk will need to be developed for each construction phase identified herein (i.e., Phases 1A – 1D).

4) Post Construction Services (Lump Sum):

- a) Final Walk Inspection: conduct the Pre-Final and Final Completion walks for the construction project. The FAA, Airport, Resident Engineer, and Construction Inspectors (civil and electrical) shall all attend. A final completion walk will need to be performed for each construction phase identified herein (i.e., Phases 1A – 1D).
- b) Demobilization and Site Clean-Up: coordinate between the Airport and Contractor on the demobilization and site clean-up at the completion of the project. Dibble shall perform an Airport site visit to assure the contractor left the project site in satisfactory condition.
- c) Final Payment Application: coordinate the final inspected quantities with the contractor and coordinate prior to the submittal of final payment applications. We will assist the airport in the draw-down of the federal grant for payment on the construction services.
- d) QA and QC Testing Summary Report: prepare and submit to the Airport and FAA a final QA and QC summary report that includes all testing activities that occurred, all test results, and any corrective measures or actions that were taken for results that fell out of standard. This report shall be submitted to the FAA for review and approval prior to scheduling of the Final Inspection.
- e) Final Construction Report and Coordination: coordinate, prepare, and submit the Final Construction Report in accordance with the FAA Standard Handout for Final Reports 620-05 and as discussed with FAA at the February 9, 2023 scoping meeting. The final construction report will be formatted to include the applicable sections that are contained in the *Guide for Construction Final Report* contained in 620-05.
- f) Record Drawings: develop and submit Final Record Drawings based on Contractor redlines and field changes issued during construction, including RFI's/ESI's.
- g) Final As-Built Survey and Submittal to FAA AGIS Database: this item will include two separate efforts. First, perform the final As-Built Survey of the complete project, (including the removal of Taxiway A2), in accordance with FAA AC 150/5300-18.

Secondly, modify the data in preparation of submittal to the ADIP/AGIS system. Upon completion of the data development, upload the as-built survey data and files to the FAA AGIS system and coordinate with the FAA staff on reviews and acceptance of the data.

- h) ALP Update: amend and update the most recent (FAA Approved) ALP set to reflect the modifications made to the airport at the completion of the project, (i.e., removal of Taxiway A2). The following sheets are anticipated to be updated based on the current 2019 ALP set, at a minimum:
 - Sheet 4 – Airport Layout Plan (Existing)
 - Sheet 5 – Airport Layout Plan (Future)
 - Sheet 19 – Terminal Area (Existing)
 - Sheet 20 – Terminal Area (Future)
 - Sheet 23 – Exhibit A (Airport Property Map)

Once finalized, approved, and signed by the FAA and Airport, electronic and hard copies will be returned to the FAA and Airport as requested.

- i) Airport Diagram Update: assist the Airport with the update to the Airport Diagram. The update shall include the removal of Taxiway A2 components as well as other past projects that have not yet been updated.
- j) Airport Signage and Marking Plan Update: assist the Airport with the update to the Airport Signage and Marking Plans.
- k) Airport Flight Check: assist PUB with the development of the files needed for coordination with FAA Flight Check include the PAPI VGSI form and well as FAA reimbursable agreements forms. A flight check will be performed by the FAA for the Runway Lighting and Signage as well as re-commissioning of the PAPI's.

Miscellaneous Scope of Work Items

5) Project Deliverables:

- a) Final Construction Report: Electronic copies (PDF) will be provided to the FAA and PUB. The QA/QC Report will be an appendix to this report.
- b) Record Drawings: Electronic copies (PDF) will be provided to the FAA and PUB, (full and half-size).
- c) ALP Update: six (6) 24x36 copies will be provide to FAA for signature and then delivered to the stakeholders (i.e., FAA, PUB, etc.). Electronic copies (PDF) of the updated ALP set will be provided to the FAA and PUB.

6) Miscellaneous and Assumptions:

- a) Subconsultants:
 - 1. Final As-Built (AGIS) Survey – NorthStar Engineering and Surveying
 - 2. Geotechnical Quality Assurance Testing – Terracon
 - 3. Construction Inspection – Basis Partners (DBE)
 - 4. Electrical Construction Inspection – CR Engineers (DBE)
- b) The following number of trips are anticipated for the Bid Phase to cover all the meetings identified in this scope:
 - 1. Bid Phase – 2 Trips
 - i. Pre-Bid Meeting (2 staff members)
 - ii. Bid Opening and Review Meeting (1 staff)
- c) The following number of trips are anticipated for the Construction Phase:
 - 1. Preconstruction Phase – 2 Trips (Dibble and Basis Partners will attend in person, all other subconsultants will attend virtually).

2. Construction Coordination and Inspection Phase:

- i. Senior Project/Construction Manager or Engineering/Administrative Technician (Dibble): estimating 3 days a week, staying in Pueblo 2 nights each trip for Phases 1A and 1B, then 1 day each week for Phases 1C and 1D.
- ii. Construction Inspectors (Basis Partners): two inspectors, one working each day and night respectively, 7 days a week, staying in Pueblo each night.
- iii. Electrical Construction Inspection: reference scope of work provided by CR Engineers.
- iv. Direct costs including Lodging, Meals, and Mileage will be anticipated for each day/night that the inspector/resident engineer is on site. All applicable 2023 federal per diems, mileage rates, etc. will be applied.

3. Post Construction Phase – 2 Trips

7) Exclusions To This Scope of Work:

- a) Contractor's jobsite safety and compliance with all OSHA requirements are excluded (Contractor's responsibility).
- b) Construction staking and/or layout services.

Pueblo Memorial Airport
Rehabilitate Runway 8R-26L and
Taxiway A2 Removal
(Bid and Construction Phase Services)
FAA AIP No. 3-08-0046-048-2022 (RW & Elec)
FAA AIP No. 3-08-0046-049-2022 (ALCMS)
City of Pueblo Project No. TBD
APPENDIX B – FEE SCHEDULE

Please see below the Fee Schedule for the Rehabilitate Runway 8R-26L and Taxiway A2 Removal project:

A. Bid Phase Services:

1. Dibble (Civil).....	\$10,387.82
2. CR Engineers (Electrical – DBE).....	\$762.81
Subtotal.....	\$11,150.63

B. Pre-Construction Phase Services:

1. Dibble (Civil).....	\$26,506.12
2. CR Engineers (Electrical – DBE).....	\$762.81
Subtotal.....	\$27,268.93

C. Construction Coordination and Inspection Phase Services (Base Bid):

1. Dibble (Civil).....	\$125,393.80
2. Terracon (Geotechnical).....	\$152,081.20
3. CR Engineers (Electrical - DBE).....	\$7,811.14
4. Basis Partners (Inspection - DBE).....	\$196,155.00
Subtotal.....	\$481,441.14

D. Construction Coordination and Inspection Phase Services (Add Alt No. 1):

1. CR Engineers (Electrical – DBE).....	\$31,865.40
Subtotal.....	\$31,865.40

E. Construction Coordination and Inspection Phase Services (Add Alt No. 2):

1. CR Engineers (Electrical – DBE).....	\$12,244.75
Subtotal.....	\$12,244.75

F. Post Construction Phase Services:

1. Dibble (Civil).....	\$74,112.74
2. CR Engineers (Electrical – DBE).....	\$2,035.83
3. NorthStar Engineering and Survey (As-Built Survey).....	\$26,800.00
Subtotal.....	\$102,948.57

Runway 8R-26L Rehabilitation CA Total..... \$666,919.42

Pueblo Memorial Airport
**Rehabilitate Runway 8R-26L and
Taxiway A2 Removal
(Bid and Construction Phase Services)**

FAA AIP No. 3-08-0046-048-2022 (RW & Elec)

FAA AIP No. 3-08-0046-049-2022 (ALCMS)

City of Pueblo Project No. TBD

**APPENDIX C – IDENTIFICATION OF PERSONNEL,
SUBCONTRACTORS AND TASK RESPONSIBILITY**

Dibble (Prime Consultant):

Contact Information:

Jared Bass, P.E.

O: 303.872.5756

C: 805.815.2160

jared.bass@dibblecorp.com

Task/Responsibility:

- Senior Project/Construction Manager
- Overall Project/Construction Management
- Team Coordination during the Construction Phase (Airport, FAA, Contractor)
- Civil Record Drawings
- Project Close-Out files

CR Engineers, Inc. (Subconsultant):

Contact Information:

Catherine Alcorn, P.E.

O: 480.816.5541

calcorn@creng.com

Task/Responsibility:

- Electrical Inspections
- Electrical Record Drawings

NorthStar (Subconsultant):

Contact Information:

Michael L. Cuppy, P.E., P.L.S.
O: 719.544.6823
C: 719.248.8183
mcuppy@northstar-co.com

Task/Responsibility:

- As-Built Survey

Terracon (Subconsultant):

Contact Information:

Kirk D. Jackson, P.E.
O: 480.897.8200
Kirk.jackson@terracon.com

Task/Responsibility:

- Quality Assurance (QA) Materials Testing

Basis Partners (Subconsultant):

Contact Information:

Dino Bakkar, P.E. (Principal in Charge)
O: 719.733.3489
dino.bakker@terracon.com

Derek Phipps, P.E. (Project Manager)
O: 719.733.3492
derek.phipps@terracon.com

Task/Responsibility:

- Full-time Construction Inspection



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$201,869 TO PROJECT PS2203 FOR THE NURSE NAVIGATION PROGRAM

SUMMARY:

This Ordinance budgets and appropriates grant funds in the amount of \$201,869 for the nurse navigation program under the approved agreement between Access2Care LLC and the City of Pueblo.

PREVIOUS COUNCIL ACTION:

Ordinance 10463, dated May 22, 2023, approved an agreement between the City of Pueblo and Access2Care LLC for the nurse navigation program.

Ordinance 10150, dated March 28, 2022, approved an agreement between the City of Pueblo and Access2Care LLC for the nurse navigation program, established Project PS2203, and budgeted and appropriated \$201,869 for the project.

BACKGROUND:

This is a 2-year pilot program grant that is through the Colorado Division of Homeland Security. It will help connect the community to nurse navigation services rather than utilizing 9-1-1 and emergency rooms. Willing callers will be sent to a nurse's line after a thorough list of questions have identified an appropriate need. The long-term effect could be an improved use of connection to and use of medical resources as well as a reduction in 9-1-1 calls.

FINANCIAL IMPLICATIONS:

There is no cost to the city. Staff time will be required for project management, as well as grant monitoring and reporting

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Notice of Decision -NI911 2021

ORDINANCE NO. 10535

AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS
IN THE AMOUNT OF \$201,869 TO PROJECT PS2203 FOR THE
NURSE NAVIGATION PROGRAM

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

SECTION 1.

Grant funds in the amount of \$201,869.00 are hereby budgeted and appropriated into
Project No. PS2203.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective 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 August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.



President of City Council

Action by the Mayor:

☒ Approved on August 31, 2023.

☐ Disapproved on _____ based on the following objections:



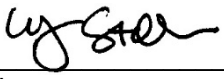
Mayor

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



To: NI911 (Nurses in 911) Stakeholders, Applicants, and Partners

From: Austin Geddis, Program Manager

Date: 12/14/2021

Re: Recipient selection

Competitive Funding Results

It is with great pleasure that we announce that the State of Colorado's Legislature allocated \$820,000 for the 2021 Nurses in 911 (NI911) Grant Program. Four local 911 answering points have been selected to receive funding as directed by SB21-156. Thank you to all of those who applied for the 2021 NI911.

Please do not be discouraged if you were not selected this year, as this is a pilot program created to provide the States Legislature with real data to inform future funding decisions, and possible future NI911 grant opportunities.

Recipient Selection

Aurora911	\$259,507.00
Frecom911 CRCA	\$162,709.00
Pueblo FD	\$201,869.00
Ute Pass Regional HSD	\$195,915.00

Decision Notification

This memorandum constitutes notification of an agency decision. Any request for reconsideration should be sent to: Austin.geddis@state.co.us by 12/20/2021. For more information, please visit: <https://www.colorado.gov/dhsem>



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A COLORADO RESOURCE FOR EMERGENCY AND TRAUMA EDUCATION (CREATE) GRANT ESTABLISHING PROJECT NO. PS2311 FOR EMERGENCY AND TRAUMA GRANT, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$17,950, WHICH INCLUDES A FIFTY PERCENT COST MATCH OF \$17,950 FR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

SUMMARY:

Attached is a grant agreement between the City of Pueblo and the Colorado Resource for Emergency and Trauma Education, in the award amount of \$17,950. Grant funds will cover fifty percent of education costs for four Pueblo Fire Department employees.

PREVIOUS COUNCIL ACTION:

Approval of similar CREATE grant in 2018 and 2017.

BACKGROUND:

The purpose of the (CDHPE) CREATE grant is to provide funding, in the amount of \$17,950 directly to the City of Pueblo Fire Department in order to protect the health and safety of the public by enrolling four (4) Pueblo Fire Department employees in paramedic classes at Pueblo Community College (PCC). The City of Pueblo will be required to contribute a fifty percent match to Project No. PS2311 in the amount of \$17,950 from the Fire Department budget in the General Fund.

FINANCIAL IMPLICATIONS:

The anticipated total cost for the project is \$35,900. The Colorado Department of Public health and Environment (CDPHE) share for the CREATE Colorado Resource for Emergency and Trauma Education grant is \$17,950 and the fifty percent City match is \$17,950. Staff time will be required for project management, as well as grant monitoring

and reporting. The match will be transferred from the Fire Department's Budget in the General Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. AWARD LETTER GRANT# 23-06-479

ORDINANCE NO. 10536

AN ORDINANCE APPROVING AND ACCEPTING A COLORADO RESOURCE FOR EMERGENCY AND TRAUMA EDUCATION (CREATE) GRANT ESTABLISHING PROJECT NO. PS2311 FOR EMERGENCY AND TRAUMA GRANT, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$17,950, WHICH INCLUDES A FIFTY PERCENT COST MATCH OF \$17,950 FR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

WHEREAS, the Colorado Department of Public Health and Environment has tendered a grant award to the City of Pueblo in the amount of \$17,950 and

WHEREAS, acceptance of the award is in the best interest of the City: NOW, THEREFORE,

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

SECTION 1.

The Colorado Department of Public Health and Environment grant in the amount of \$2,500 and Grant Agreement Articles, true copies of which are attached hereto, having been approved as to form by the City Attorney, are hereby approved and accepted.

SECTION 2.

Project No. PS2311 Colorado Resource for Emergency and Trauma Education grant is hereby established. The total project amount of \$17,950 is hereby budgeted and appropriated to Project No. PS2311 for expenditure for the purposes authorized by the grant agreement.

SECTION 3.

The required fifty percent match of \$17,950 will be transferred from the Fire Department's Budget in the General Fund to Project No. PS2311.

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with intent of this Ordinance and the attached contract 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 August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.



President of City Council

Action by the Mayor:

☒ Approved on August 31, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

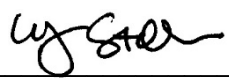
☐ Council did not act to override the Mayor's veto.

☐ 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

CREATE

Colorado Resource for Emergency And Trauma Education

COLORADO
RURAL HEALTH
CENTER

The State Office of Rural Health



COLORADO
Health Facilities & Emergency
Medical Services Division
Department of Public Health & Environment

The CREATE program is managed by the Colorado Rural Health Center and funded by the Colorado Department of Public Health and Environment

7/24/2023

Grant #23-06-479

Pueblo Fire Department
Attn: Chris Obert
1551 Bonforte Blvd
Pueblo, CO 81001

Dear Chris,

Your application for the CREATE (Colorado Resource for Emergency and Trauma Education) grant has been reviewed by the Expert Review Committee (ERC). Congratulations, your application for Course #1-Paramedic has been approved for **\$17,950.00**.

Included in your approved funding are eligible expenses associated with COURSE COST. Excluded from your approved funding are BACKGROUND CHECK, DRUG SCREEN, and UNIFORMS. Eligible and ineligible expenses are listed in the grant guidelines, found on the [CREATE webpage](#).

Course 1 – Paramedic

\$ 8,975.00	Course Cost per student (max standard allowance)
X 4	Number of Students
\$35,900.00	Total Request Amount
X 50%	CREATE Match 50%
\$17,950.00	Total Amount Approved

Course 1 Report Due Date: 03/17/2025. Failure to submit a report on time may result in loss of funding.

In the event your course is cancelled, postponed, or the number of students is reduced from the original request, please notify CRHC as soon as possible so that the funds may be reallocated appropriately. Failure to do so may affect future funding.

The following are the items you agreed to as a part of this grant. They were included in the attestation part of your signed application.

1. The grantee shall use grant funds received under this grant to complete all aspects of its grant application, and shall not use such funds for purposes other than this.
2. Requirements for Training & Education Grants:
 - a. EMT, AEMT and Paramedic course participants must pass the National Registry of Emergency Medical Technicians (NREMT) exam within 90 days of class end date, in order

to request reimbursement from this grant program. For more information please see the Grant Guidelines.

3. Reporting Requirements:

- a. **CREATE Reimbursement Request Form:** Receipts showing full payment or copies of checks showing payment must be attached. (Form will be supplied to grantee by CRHC.)
- b. **CREATE Grant Travel Expense Form:** Requests for reimbursement for all travel expenses associated with the training or education program shall be made in accordance with the then current state of Colorado reimbursement rates for travel as specified in the Fiscal Rules of the State of Colorado. Documentation supporting all expenses must also be attached. (Form will be supplied to grantee by CRHC.)
- c. **Due Date:** Reports and billing shall be submitted within 30 days after completion of the training or course.
- d. **Publicity Items:** The grantee shall acknowledge the use of emergency medical and trauma services account grant funds in all public service announcements, program announcements, or any other printed material used for the purpose of promoting or advertising the training or educational program.
- e. **Evaluations:** For in-house trainings, the grantee shall develop and utilize a course evaluation tool to measure the effectiveness of that training or educational program. These results are required to be shared with the Instructor.
- f. **Student Attestation Form:** For any students not affiliated with the applicant agency, a student attestation must be included in the final report. (Form will be supplied by CRHC. Agencies may use their own form with prior approval from CRHC.)
- i. **Student Data Form:** At the end of each course, the grantee will confirm each student submitted the electronic student data form ([Student Data Form](#)) to CRHC.
- j. **National Registry:** Initial and refresher EMS provider course participants must pass the National Registry (NR) exam and submit a copy of the NR card with the reimbursement request.
- k. **College Expenditure Form:** All colleges must complete the "College Expenditure Form" in addition to the other items agreed to in the application attestation. (Form will be supplied to grantee by CRHC.)

The standard forms mentioned above are attached. All submitted forms (including student data forms) need to be legible and complete, otherwise reimbursement could be delayed. **In the event your course is cancelled, postponed, or the number of students is reduced from the original request, please notify CRHC as soon as possible so that the funds may be reallocated appropriately. Failure to do so may affect future funding.**

Scan all of the applicable reimbursement documents in the listed order (3a.-3i.) together as one pdf document ONLY. Please submit by email to svose@coruralhealth.org .

DO NOT fax or mail the reimbursement documents

If you have any questions or are interested in the comments given by the ERC during your scoring process, you are welcome to contact Stephanie Vose by email svose@coruralhealth.org or phone 214-578-4381.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 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 TRANSFERRING \$10,000 FROM ACCOUNT PROJECT CI2204, STREET REHABILITATION TO CI2205, FIRE 3 STATIONS - ARCH/DESIGN TO FUND ADDITIONAL DESIGN EFFORT FOR THE EXTENSION OF A WATER MAIN IN JERRY MURPHY ROAD, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$10,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance transfers funds in the amount of \$10,000.00 from account project CI2204 to CI2205 - Fire 3 Stations - Arch/Design Project, and budgets and appropriates funds totaling \$10,000.00 for the Project.

PREVIOUS COUNCIL ACTION:

Ordinance 10110, dated February 14, 2022, established Fire Station 6, 8, and 11 Project, account Project CI2205, transferred \$600,000.00 from the unappropriated fund balance of the general fund, and budgeted and appropriated \$600,000.00.

Ordinance 10188, dated June 13, 2022, transferred \$609,245.00 from the unappropriated fund balance of the general fund, and budgeted and appropriated \$609,245.00.

Ordinance, 10202, dated June 27, 2022, transferred \$270,000.00 from the "2022" unappropriated fund balance of the general fund, and budgeted and appropriated \$270,000.00.

Resolution 14938, dated July 11, 2022, awarded an agreement for Professional Design Services to Allred and Associates for Design and Engineering services of new Fire Stations 6, 8, and 11.

Resolution 14921, dated June 27, 2022, awarded an agreement for Professional

Services to Dunakilly Management Group Corporation for project representation, design review support, and construction inspection services for new Fire Stations 6, 8, and 11.

BACKGROUND:

This project is part of infrastructure and response improvements for the City of Pueblo and its Fire Departments, relocating Fire Stations 1, 6, and 8, and building a new Fire Station 11.

NorthStar Engineering and Surveying, Inc., was contracted by the City of Pueblo to provide subdivision services for Fire Station 8. During the design of Fire Station 8, the Board of Water Works noted a requirement to extend the water main on Jerry Murphy from Blue Stem to Candytuft. This Ordinance transfers \$10,000.00 from account Project CI2204 - Street Rehabilitation.

FINANCIAL IMPLICATIONS:

The funds in the amount of \$10,000.00 are being transferred from the account Project CI2204 to CI2205.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The design of the water main could not be accomplished without the funds from CI2204.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10537

AN ORDINANCE TRANSFERRING \$10,000 FROM ACCOUNT PROJECT CI2204, STREET REHABILITATION TO CI2205, FIRE 3 STATIONS - ARCH/DESIGN TO FUND ADDITIONAL DESIGN EFFORT FOR THE EXTENSION OF A WATER MAIN IN JERRY MURPHY ROAD, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$10,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the Ordinance is necessary to transfer funds to complete the design of the water main extension on Jerry Murphy; NOW, THEREFORE,

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

SECTION 1.

Funds in the amount of \$10,000.00 are hereby transferred from account Project CI2204, Street Rehabilitation into account Project CI2205, Fire 3 Stations - Arch/Design Project, and budgeted and appropriated account Project CI2205.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.



President of City Council

Action by the Mayor:

☒ Approved on August 31, 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: August 28, 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 DEPOSIT AGREEMENT BETWEEN PIONEER WEST HOMES, LLC., A COLORADO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE COLLECTION OF A DEPOSIT FOR THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT 55 ABERDEEN BLUFF, AUTHORIZING EXECUTION OF SAID AGREEMENT BY THE MAYOR, AND PROVIDING PROCEDURES FOR RETURN OF THE DEPOSIT AND PREVIOUSLY COLLECTED LOT FEES AFTER INSTALLATION AND ACCEPTANCE OF THE REQUIRED PUBLIC IMPROVEMENTS IS COMPLETED

SUMMARY:

Attached is an Ordinance approving the establishment of a deposit account and approving a Deposit Agreement between Pioneer West Homes, LLC., and the City of Pueblo related to the collection of a deposit and the disposition of previously-collected lot fees within the Aberdeen Bluffs Subdivision for the construction of certain required public improvements. The proposed Ordinance also authorizes the Mayor to execute the agreement on behalf of the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The original developer of the Aberdeen Bluffs subdivision began constructing in 1998. That developer built several homes, but was ultimately unable to complete the construction of all required improvements within the subdivision and sold its ownership interest in the property to several new property owners, including Pioneer West Homes, LLC. Between 2017 and 2020, Pioneer West Homes constructed and sold several homes to individual homebuyers. Because there were remaining unfinished public

improvements within the subdivision, the developer agreed to pay a per-lot fee that would be used for the purpose of constructing those remaining public improvements. The payment of these fees was based on a verbal agreement that was never subsequently codified in writing or approved by Ordinance. In total, Pioneer West deposited lot fees in a total amount of \$16,310.00 between 2017 and 2019.

As construction in the subdivision was progressing, a rain event caused flooding behind some of the homes on Aberdeen Bluff. A post-storm investigation determined that a required drainage pan that conveyed stormwater from several of those properties had not been installed, leading to the observed drainage issues. At that time, the City issued notice to property owners that no additional building permits or certificates of occupancy would be issued within the subdivision until the required drainage improvements were installed. When the City of Pueblo gave this notice, the home located at 55 Aberdeen Bluff was already under construction. Pioneer West Homes completed construction on the house in 2020, but has been unable to obtain a CO since the required stormwater improvements were not constructed. Within the past year, Pioneer West Homes has received approval for the design of a storm drainage channel that will serve the affected properties and mitigate the flooding issues observed in previous rain storms. The cost to design and install those improvements was estimated by the City at \$75,000.00.

Pioneer West has identified a buyer and has requested the issuance of a Certificate of Occupancy for the property at 55 Aberdeen Bluff. Pioneer West has agreed to deposit a total of \$75,000.00 (including the previously-collected lot fees) as a guarantee that the required improvements will be constructed in exchange for the City allowing the issuance of the CO for the property to facilitate the sale of the property.

FINANCIAL IMPLICATIONS

According to the terms of the proposed Ordinance and Deposit Agreement, the City will waive the prohibition on the issuance of a certificate of occupancy once the full amount of the deposit is received. Pioneer West will construct the required drainage improvements and, upon acceptance by the City, the City will refund the deposit and the previously-collected lot fees (in Deposit Account No. D6704) in a total amount not to exceed \$75,000.00.

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 Deposit Agreement and to refund Pioneer West's deposit and previously-collected lot fees once the required public improvements are installed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Deposit Agreement - Aberdeen Bluff Sub (Pioneer West) - 230801 (final)

ORDINANCE NO. 10538

AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN PIONEER WEST HOMES, LLC., A COLORADO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE COLLECTION OF A DEPOSIT FOR THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT 55 ABERDEEN BLUFF, AUTHORIZING EXECUTION OF SAID AGREEMENT BY THE MAYOR, AND PROVIDING PROCEDURES FOR RETURN OF THE DEPOSIT AND PREVIOUSLY COLLECTED LOT FEES AFTER INSTALLATION AND ACCEPTANCE OF THE REQUIRED PUBLIC IMPROVEMENTS IS COMPLETED

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

SECTION 1.

The Deposit Agreement ("Agreement") by and between Pioneer West Homes, LLC., a Colorado Limited Liability Company, and the City of Pueblo, a Colorado 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 the 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.

Upon the installation of the required public improvements specified in Exhibit "B" of the Agreement, and the City's acceptance thereof, Pioneer West Homes, LLC., may submit a written request to the Director of Public Works for the refund of previously-collected lot fees currently held in Deposit Account No. D6704 - Aberdeen Bluffs Lot Fees, in an amount not to exceed \$16,310.00. The Director of Public Works shall review, endorse, and forward the request to the Director of Finance, who shall be authorized to refund the lot fees after receipt of the endorsed request from the Director of Public Works. The refund of the lot fees as described within this Section 2 is separate from and in addition to the refund of any other deposits collected pursuant to the Agreement approved in Section 1 of this Ordinance. The total amount of lot fees and deposits that may be refunded to Pioneer West Homes, LLC., shall not exceed \$75,000.00.

SECTION 3.

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 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 August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.



President of City Council

Action by the Mayor:

☒ Approved on August 31, 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

DEPOSIT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023 by and between the CITY OF PUEBLO, a Municipal Corporation, hereinafter referred to as “City”, and PIONEER WEST HOMES, LLC, a Colorado limited liability company, hereinafter referred to as “Pioneer West”.

W I T N E S S E T H:

WHEREAS, Pioneer West is the owner and or developer of the property commonly known as 55 Aberdeen Bluff, City of Pueblo, County of Pueblo, (hereinafter referred to as the “Property”) located within the Aberdeen Bluff Subdivision, Second Filing and legally described as set forth in Exhibit “A”, which is attached hereto and incorporated herein; and

WHEREAS, Pioneer West is required, pursuant to Section 12-4-7(j) of the Code of Ordinances of the City, to construct certain public improvements including those set forth in Exhibit “B”, which is attached hereto and incorporated herein; and

WHEREAS, Pioneer West’s predecessor-in-interest, P.I.C Properties, and City entered into a Subdivision Improvements Agreement dated March 5, 1997 (hereinafter referred to as the “SIA”) which requires Pioneer West to construct and install at its sole cost all required public improvements within a specified timeframe; and

WHEREAS, Paragraph 2 of the SIA requires that Pioneer West or any subsequent owners of the land or any portion thereof shall deposit cash or other collateral if said improvements are not installed within the specified timeframe; and

WHEREAS, Pioneer West has entered into contracts for the sale of its ownership within the Subdivision and is requesting that the City issue a Certificate of Occupancy (“CO”) to allow transfer of ownership of the Property to a new owner prior to the installation of the public improvements listed in Exhibit “B”; and

WHEREAS, Pioneer West desires to provide a cash deposit in accordance with Paragraph 2 of the SIA as collateral for the installation of the public improvements specified in Exhibit “B”; and

WHEREAS, the Pioneer West agrees that the estimate of the City Director of Public

Works to construct and install improvements necessary to satisfy Paragraph 2 of the SIA with respect to the Property is reasonable; and

WHEREAS, Pioneer West agrees to establish a Deposit Account with the City to guarantee payment of the costs of installation and construction of said public improvements according to City's Subdivision Regulations and the SIA; and

WHEREAS, the City has collected and deposited lot fees in the amount of \$16,310.00 into Deposit Account No. D6704, Aberdeen Bluffs Lot Fees, for the purpose of installing required public improvements within the subdivision, all of which were paid by Pioneer West Homes; and

WHEREAS, the City agrees that application of the collected lot fees to the cost of installing required public improvements contemplated herein is appropriate and consistent with the purpose for which the fees were originally collected;

NOW THEREFORE, in consideration of the foregoing in consideration of the foregoing and mutual covenants contained herein, the City and Pioneer West agree as follows:

I. Pioneer West agrees:

1. To deposit with the City Director of Finance \$58,690.00 being an amount that together with other funds on deposit with the City equal to the estimate of the public improvements necessary to satisfy Paragraph 2 of the SIA with respect to the Properties owned and/or developed by Pioneer West and the City Subdivision Regulations. Such estimate and improvements are set forth in Exhibit "B", which is attached hereto and incorporated herein.
2. To install the required public improvements in said Subdivision as described in Exhibit "B".
3. That the funds deposited by Pioneer West shall be deposited with the City's Director of Finance by wire transfer and received prior to the day of closing of the sale of the Property and held by the City in a non-interest bearing Deposit Account to be established by the Director of Finance who may disburse said funds only as

herein provided. The Director of Finance shall release from said Deposit Account and pay out therefrom only such deposited funds as directed in writing by the Director of Public Works and that funds deposited with the Director of Finance may be withdrawn at the discretion of the Director of Public Works upon written request to the Director of Finance.

4. When Pioneer West completes the improvements described in Exhibit “B”, Pioneer West may apply to the City for a release of the deposited funds for work installed and accepted. Upon written notice of the City’s Director of Public Works to the Director of Finance, the Director of Finance shall release said funds to Pioneer West as directed by the Director of Public Works.
5. In the event that Pioneer West fails to install all or any part of the required public improvements described in Exhibit “B” within six months from the date of the issuance of the CO for the Property, the Director of Public Works may withdraw deposited funds to complete all or any part of the said improvements.

II. The City agrees:

6. Subject to and conditioned upon Pioneer West depositing \$58,690.00 with the City’s Director of Finance by wire transfer prior to the date of closing of the sale of the property at 55 Aberdeen Bluff to the prospective new owner, City waives any prohibition to issuance of the Certificate of Occupancy under the Subdivision Improvement Agreement and shall confirm such waiver and approval by City of issuance of the Certificate of Occupancy to the Pueblo Regional Building Department.
7. To have the Director of Public Works or his designee periodically inspect said improvements while under construction and inspect completed improvements within a reasonable time after receiving written notice that the improvement has been completed. The Director of Public Works shall notify Pioneer West within 10 days after inspection of the required public improvements if the same are satisfactorily

completed and approved by the City and if so satisfactorily completed and approved, the Director of Public Works shall authorize a partial release and payment of said escrowed funds and previously collected lot fees held in Deposit Account D6704, Aberdeen Bluffs Lot Fees, to be made to Pioneer West in an amount determined by the Director of Public Works based on the percentage of improvements completed and approved. In no case shall the total amount of funds returned to Pioneer West exceed \$75,000.00, an amount being equal to the sum of prior lot fees collected and currently on deposit with the City in Deposit Account No. D6704, Aberdeen Bluffs Lot Fees, plus the amount of additional deposits received from Pioneer West in accordance with Paragraph 1 of this Agreement.

III. The City and Pioneer West agree:

8. That this Agreement shall be binding upon Pioneer West, its heirs, successors, and assigns.
9. That this Deposit Agreement shall constitute full satisfaction of the covenants set forth in Paragraph 2 of the Subdivision Improvement Agreement with respect to the Property only. Nothing contained herein is intended to be, relied upon or otherwise act as an amendment of the Subdivision Improvement Agreement or a release of any other obligations contained therein.

SIGNATURE PAGE FOLLOWS

CITY OF PUEBLO

By: _____

Nicholas A. Gradisar, Mayor

Subscribed and sworn to before me this _____ day of _____, 2023.

My commission expires: _____

Notary Public

PIONEER WEST HOMES, LLC

By: _____

Kristi L. Grabill, Managing Member

Subscribed and sworn to before me this _____ day of _____, 2023.

My commission expires: _____

Notary Public

EXHIBIT “A” – LEGAL DESCRIPTION

Parcel F Rearrangement of Property Boundaries LL-18-01, formerly no. 05-352-23-051 and 05-352-23-052.

EXHIBIT “B” – PUBLIC IMPROVEMENTS

Pioneer West shall deposit funds with the City’s Director of Finance in the amount of \$58,690.00 which, in addition to funds already on deposit in the amount of \$16,310.00 shall serve as Pioneer West’s guarantee of the completion of the public improvements listed below:

Description	Estimated Cost
Relocate utilities	\$5,000.00
Construct 48” concrete storm drainage channel	\$65,000.00
Restore landscaping	\$5,000.00
TOTAL ESTIMATED COST	\$75,000.00
FUNDS ALREADY ON DEPOSIT	\$16,310.00
ADDITIONAL PIONEER WEST DEPOSIT REQUIRED	\$58,690.00



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources
Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE AMENDING THE FY 2023 STAFFING ORDINANCE BY CONVERTING A VACANT CIVIL ENGINEER-CONSTRUCTION POSITION WITHIN THE PUBLIC WORKS DEPARTMENT TO A NEW CLASSIFICATION OF CONSTRUCTION MANAGER

SUMMARY:

The Public Works Department, with Mayor Gradisar's approval, requests to convert a currently vacant position in the Public Works Department from the classification of Civil Engineer-Construction to a new classification of Construction Manager to improve operational efficiencies within the department.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, City Council approved Ordinance No. 10363. This Ordinance provided authorized staffing for Fiscal Year 2023.

BACKGROUND:

The Public Works Department requests to convert a currently vacant position of Civil Engineer/ Construction to a new classification of Construction Manager.

The Public Works Department requires the services of a professional construction manager to lead the construction management team within the Engineering Division. That team includes the City's Associate Field Engineers and Construction Inspectors who are responsible for day-to-day oversight of City construction projects and inspection/acceptance of public improvements constructed by private developers and builders.

The proposed Construction Manager position is being converted from the existing Civil Engineer/Construction position which currently requires the incumbent to be a licensed professional engineer (PE). The Engineering Division already has three other positions

that require the incumbent to be licensed - the Engineering Manager, the Deputy Director, and the Director of Public Works. The Civil Engineer/Construction classification will be abolished as a part of this conversion.

If the conversion is approved, the Construction Manager would report directly to the Engineering Manager. Based on the fact that the proposed Construction Manager position will be working under the direct supervision of a licensed professional engineer, there is no need to require that the Construction Manager possess this same PE credential.

By modifying the education/experience/credential requirements for the position through this conversion, the pay range for the position can be adjusted and the City will realize salary savings. In addition, adjusting the minimum qualifications will create new pathways and opportunities for promotion within the Department that would have otherwise been restricted only to licensed professional engineers.

FINANCIAL IMPLICATIONS:

This is a zero net change to staffing levels within the Public Works Department and there is no cost associated with this classification change. The City's General Fund will realize a cost savings of approximately \$32,000 annually if this vacancy conversion is approved.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain the current staffing level which would eliminate any opportunity to re-balance staff workload and enhance department efficiencies.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10539

AN ORDINANCE AMENDING THE FY 2023 STAFFING ORDINANCE BY CONVERTING A VACANT CIVIL ENGINEER-CONSTRUCTION POSITION WITHIN THE PUBLIC WORKS DEPARTMENT TO A NEW CLASSIFICATION OF CONSTRUCTION MANAGER

WHEREAS, it is necessary to create a new classification of Construction Manager for ultimate efficiency and functionality for the Public Works Department; NOW, THEREFORE,

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

SECTION 1.

The following section captioned "Public Works Engineering" of Ordinance No. 10363, being the 2023 Staffing Ordinance, is amended as follows:

The following positions shall be authorized for FY 2023:

<u>Public Works - Engineering</u>	
Director of Public Works	1
Deputy Director Public Works	1
Engineering Manager	1
[Civil Engineer/Construction]	[1]
Civil Engineer/Public Works	1
<u>Construction Manager</u>	<u>1</u>
Associate Engineer II	2
Associate Field Engineer	3
Associate Engineer I	3
Public Works Asset Coordinator	1
Public Works Projects Coordinator	1
Survey Party Chief	1
Surveyor	1
Senior Planner	1
Construction Inspector	4
Administrative Technician	2
Total	24

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 Ordinance to implement any transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2023 Budget and staffing with respect to the allocation of positions within the Public Works Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.



President of City Council

Action by the Mayor:

☒ Approved on August 31, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

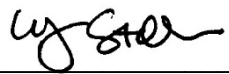
☐ Council did not act to override the Mayor's veto.

☐ 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: August 28, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources
Andrew Hayes, Public Works Director

SUBJECT: 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 ESTABLISHING THE PAY SCALE FOR CONSTRUCTION MANAGER AND ABOLISHING THE PAY SCALE FOR CIVIL ENGINEER-CONSTRUCTION

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance which reflects the addition of the pay rate and salary schedule for the classification of Construction Manager. The position will be funded by the Public Works Department using General Fund dollars.

Further, this ordinance will abolish the pay scale for the Civil Engineer/Construction classification as this classification will be replaced by the Construction Manager classification.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No.10365 was approved by the City Council. This Ordinance provided the classification and pay plan for fiscal year 2023.

BACKGROUND:

The Public Works Department requests to convert an existing, vacant Civil Engineer-Construction position within the Public Works Engineering Division to a new classification of Construction Manager.

The Public Works Department requires the services of a professional construction manager to lead the construction management team within the Engineering Division. That team includes the City's Associate Field Engineers and Construction Inspectors who are responsible for day-to-day oversight of City construction projects and

inspection/acceptance of public improvements constructed by private developers and builders.

The proposed Construction Manager position is being converted from the existing Civil Engineer/Construction position which currently requires the incumbent to be a licensed professional engineer (PE). The Engineering Division already has three other positions that require the incumbent to be licensed - the Engineering Manager, the Deputy Director, and the Director of Public Works.

This position will be a classified position within the City and subject to all Civil Service rules with respect to hiring and will be a Class B Administrative classification not within a bargaining unit.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The suggested change establishes the 2023 salary range for the classification of Construction Manager. If this ordinance is not approved, no salary range will be associated with the classification and the position cannot be filled.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10540

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 ESTABLISHING THE PAY SCALE FOR CONSTRUCTION MANAGER AND ABOLISHING THE PAY SCALE FOR CIVIL ENGINEER-CONSTRUCTION

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

SECTION 1.

Section 6-5-16 of the Pueblo Municipal Code referencing the Fiscal Year 2023 pay scale for the classification of Construction Manager is established and enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

B. The monthly pay range for the classification of Construction Manager

<i>CLASS TITLE</i>	<i>BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>					
(B) ADMINISTRATIVE							
Construction Manager	5330.13	5510.55	5719.67	5912.80	6105.95	6303.86	6509.79

SECTION 2.

Section 6-5-16 of the Pueblo Municipal Code referencing the Fiscal Year 2023 pay scale for the classification of Civil Engineer/Construction is abolished as follows:

<i>CLASS TITLE</i>	<i>BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>					
(B) ADMINISTRATIVE							
[Civil Engineer/Construction	7595.21	7850.67	8153.91	8428.49	8704.63	8988.77	9282.50]

SECTION 3.

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 all transactions described therein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.



President of City Council

Action by the Mayor:

☒ Approved on August 31, 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: August 28, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor
Alexandria Romero, Director of Finance
Barb Huber, Fire Chief
Marisa Pacheco, Director Human Resources
Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 COMMENCING JANUARY 1, 2024 AND AUTHORIZING THE MAYOR TO EXECUTE SAME.

SUMMARY:

Attached is a proposed Ordinance which would approve and enact the collective bargaining agreement between the City of Pueblo and the International Association of Fire Fighters Local No. 3 ("Union") commencing January 1, 2024. Pursuant to §8-14(l) of the City Charter, any collective bargaining agreement negotiated between the Union and the City shall be reduced to writing, signed by the parties, and enacted by Ordinance.

PREVIOUS COUNCIL ACTION:

Not Applicable.

BACKGROUND:

The current collective bargaining agreement between the City and Union expires on December 31, 2023. Pursuant to the requirements of the City Charter, the City and Union commenced negotiations with respect to a successor contract in July of this year. Through the negotiation process, the parties have negotiated a proposed agreement with respect to a successor contract.

The successor contract contains the following specific substantive changes with respect to the prior contract:

Article 10 – Wages. For 2024, wages for employees in the Fire Fighter classification are increased by 7.3%. Wages for all other classifications are increased by a set percentage based upon the top step Fire Fighter wage: Engineer (107%), EMO (110%), Fire Inspector (112%), Lieutenant (120%), Captain (130%) and Assistant Fire Chief (150%) (“Promotional Wage Schedule”). For 2025, wages for employees in the Fire Fighter classification are increased by 7.0% and the same Promotional Wage Schedule. For, 2026, wages for employees in the Fire Fighter classification are increased based upon an average of the most currently known increases received by top step fire fighter in the comparable jurisdictions and the same Promotional Wage Schedule.

Article 17. Increase monthly longevity pay to \$75 (5 years), \$150 (10 years), \$225 (15 years) and \$300 (20 years).

Article 18. Adjust step up pay based upon new Lieutenant classification.

Article 23. Adopts the 48/96 Work Schedule the Department has been utilizing pursuant to the Amendment to Agreement (Ordinance No. 9728) and subsequent MOU.

Article 49. Remove EMT-I as a promotional requirement for Engineer but require ALS certification as a promotional requirement for Lieutenant and Captain.

Article 51 – Duration of Agreement. The term of the agreement is for 3 years subject to the City approving any subsequent year contract extension on or before June first of the then current year. If not extended by City, the complete contract shall be opened and the parties will commence the negotiation process for a successor contract in compliance with the requirement of Section 8-14, City Charter

FINANCIAL IMPLICATIONS:

In 2024, the costs associated with percentage increases for all ranks will be approximately \$1,176,438. In 2025, the costs associated with percentage increases for all ranks will be approximately \$1,258,789. In 2026, the costs associated with percentage increases for all ranks is unknown at this time. The agreement also provides an increase to longevity monthly payments of approximately \$290,818 in 2024. The longevity cost increase for 2025 and 2026 are unknown and dependent on staff composition in each of those years.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If approved, the requirements of §8-14(l) of Charter require the agreement be enacted as an Ordinance.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

1. Pueblo IAFF Contract (final clean)

ORDINANCE NO. 10541

AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 COMMENCING JANUARY 1, 2024 AND AUTHORIZING THE MAYOR TO EXECUTE SAME.

WHEREAS, pursuant to the requirement of Section 8-14, City Charter, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the fire fighters, i.e. the International Association of Fire Fighters Local No. 3, have negotiated and otherwise resolved all remaining issues by final and binding interest arbitration with respect to a collective bargaining agreement commencing January 1, 2024 (the "Labor Agreement"); and

WHEREAS, the Labor Agreement has been reduced to writing and signed by said parties pursuant to the requirements of Section 8-14(l) of the Charter, City of Pueblo, Colorado; and

WHEREAS, Section 8-14(l) of the Charter of the City of Pueblo, Colorado, further requires that the Labor Agreement be enacted as an Ordinance; NOW, THEREFORE,

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

SECTION 1.

The Collective Bargaining Agreement between the City of Pueblo and the International Association of Fire Fighters Local No. 3 commencing January 1, 2024, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and enacted as an Ordinance.

SECTION 2.

The Mayor is authorized to execute the Collective Bargaining Agreement in the name of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 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 August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.



President of City Council

Action by the Mayor:

☒ Approved on August 31, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

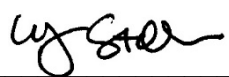
☐ Council did not act to override the Mayor's veto.

☐ 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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PUEBLO

AND

INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS

LOCAL #3

COMMENCING JANUARY 1, 2024

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PREAMBLE

This Agreement is entered into by and between the City of Pueblo, hereinafter referred to as the City, and International Association of Fire Fighters Local #3, hereinafter referred to as the Union. The City and the Union may also hereinafter be referred to severally as a party, and jointly as the parties.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

DEFINITIONS

"Fire Chief"	shall mean the Fire Chief, acting Fire Chief, or the designee of either.
"Mayor"	shall mean the Mayor, Deputy Mayor or the designee of either.
"Director"	shall mean the Director of Personnel or his designee.
"Fire Fighter"	shall mean any member of the classified service of the fire department so defined in sec. 8-14(a)(1) of the City Charter.
"Group A Fire Fighters"	shall mean those Fire Fighters whose normal work schedule consists of 8 hour shifts or parts thereof, unless such firefighters work a flex time schedule approved by the Fire Chief under Article 23.
"Group B Fire Fighters"	shall mean those Fire Fighters whose normal work schedule consists of 24 hour shifts or parts thereof.
"Day"	shall mean calendar day unless otherwise modified or defined herein.
"Modified Duty"	shall mean the assignment of an employee to work with medical restriction of duty either in the employee's regular class or in another class in the fire department during any period in which the fire fighter would otherwise be eligible for injury leave benefits.

Unless otherwise specified herein, words used in this Agreement shall have the same meaning as are given them in Section 6-3-1 of the 1971 Code of Ordinances in effect on April, 1983.

ARTICLE 1. RECOGNITION.

The City recognizes the Union as the sole and exclusive collective bargaining agent for all Fire Fighters.

ARTICLE 2. DUES CHECKOFF AND INDEMNIFICATION.

The City shall deduct on a regular basis dues and fees from the pay of all Fire Fighters who hereafter voluntarily authorize such deduction in writing on a form provided for this purpose by the Union or the City; the form to be as set forth below; the Union will initially notify the City as to the amount of dues, or dues and initiation fees, to be deducted. Such notification will be certified to the City in writing over the signature of the authorized officer or officers of the Union. Changes in the Union membership dues or fees will be similarly certified to the City and shall be done at least one month in advance of the effective date of such change. The City will remit to the Union sums within thirty (30) days after date of deduction.

The Union shall indemnify, defend, and hold harmless the City, and its officers, agents or employees against any and all claims, demands, suits, or other forms of liability that may arise out of, or result from, any action taken by it or them in order to comply with this Article, except negligent acts for which it or they shall be responsible.

PAYROLL DEDUCTION AUTHORIZATION

NAME: _____

DEPARTMENT: _____

EFFECTIVE DATE: _____

I hereby request and authorize the City of Pueblo to deduct from my earnings, once each month, union dues and assessments, as well as any increases in such dues and assessments, as established by the Union. I further request and authorize Local No. 3, IAFF to certify to the City of Pueblo the amount to be deducted as well as any increases in such union dues and assessments. The amount deducted shall be remitted to the Treasurer of Local No. 3, IAFF, the sole and exclusive Collective Bargaining Agent of the Fire Fighters.

I hereby waive all rights in or claims to the amounts so deducted and remitted, and also relieve the City, the Union, and all officers, agents or employees of either, from liability for such amounts.

DATE: _____

SIGNATURE: _____

ARTICLE 3. UNION SECURITY.

Section 1. No Fire Fighter shall be required to become a member of the Union as a condition of his/her employment or continued employment by the City, and there shall be no discrimination against any Fire Fighter on account of his/her membership or non-membership in the Union.

Section 2. It is recognized that all Fire Fighters may or may not join the Union, at the individual's discretion.

Section 3. It is further recognized that the Union, as the exclusive bargaining representative of all Fire Fighters, owes the same duties to all Fire Fighters whether Union members or not, and provides benefits and services to all Fire Fighters whether Union members or not. The Union will be allowed to have up to two (2) hours during the recruit academy to talk with probationary Fire Fighters about Union activities that are mutually beneficial to the City and the community.

ARTICLE 4. DISCRIMINATION.

The City and the Union recognize that they are subject to and this Agreement is subordinate to certain local, state and federal laws prohibiting discrimination based on race, color, religion, sex, national origin, politics, age, handicap, or affiliation or non-affiliation with a labor organization.

ARTICLE 5. PREVAILING RIGHTS.

All ordinances and working conditions in effect on March 1, 1983, pertaining to Fire Fighters, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

ARTICLE 6. RIGHTS OF MANAGEMENT.

Section 1. Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or function shall not be subject to any grievance procedure, except as to resolution of whether or not a specific matter is a management right. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes:

(a) The determination of Fire Department policy, including the right to manage the affairs of the Fire Department in all respects;

(b) The right to assign working hours, including overtime;

(c) The right to establish, modify or change work schedules, manning of apparatus in the main or reserve fleet, etc.;

(d) The right to assign Fire Fighters to other duties within the Fire Department when their apparatus is out of service;

(e) The right to direct the members of the Fire Department, including the right to hire, promote, or transfer any Fire Fighter within the Fire Department;

(f) The table of organization of the Fire Department, including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department and the determination of job classifications and positions within classes based upon duties assigned.

(g) The determination of the safety, health and property protection measures of the Fire Department;

(h) The allocation and assignment of work to Fire Fighters within the Fire Department;

(i) The determination of policy affecting the selection or training of Fire Fighters;

(j) The scheduling of operations and the determination of the number and duration of hours of assigned duty per week;

(k) The establishment, modification and enforcement of Fire Department rules, regulations, and orders;

(l) The transfer of work from one position to another within the Classified Service of the Fire Department;

(m) The introduction of new, improved or different methods and techniques of operation of the Fire Department or a change in existing methods and techniques;

(n) The placing of service, maintenance or other work with outside contractors or other agencies of the City;

(o) The determination of the number of classes and the number of Fire Fighters within each class;

(p) The determination of the amount of supervision necessary.

Section 2. No discretionary power vested in the City or in the Fire Chief shall be exercised in an arbitrary or capricious manner.

ARTICLE 7. RULES AND REGULATIONS.

All Fire Fighters shall comply with all Fire Department rules and regulations. The Union recognizes that the City has the authority to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Any alleged violations by either the City or Fire Fighter of a departmental rule or regulation shall be subject to the grievance procedure set out in Article 25.

ARTICLE 8. PRODUCTIVITY.

Section 1. The Union and the City recognize that increased productivity will require the continuation of improvements and technological progress through new methods, techniques and equipment which will contribute to improved quality and efficiency of fire protection for the citizens of Pueblo. The Union and the City will act in good faith and with a cooperative attitude to achieve these ends.

ARTICLE 9. OVERTIME PAY.

Section 1. Fire fighters shall be compensated for overtime work at the rate of time and one-half, in wages, when requested to work such overtime by the Chief of the Department. Only such hours as are worked in excess of the prescribed daily work shift shall be so compensated.

Section 2. Any Fire Fighter called back to work prior to the beginning of his next regular shift shall be compensated for a minimum of four (4) hours at the rate of one and one-half (1 ½) his regular rate of pay as provided in Section 1 of this Article. If a Fire Fighter is moved from one shift to another he shall work the first half (day shift) of the shift being moved from the second half (night shift) of the shift he is being moved to.

Section 3. Any overtime or call-back compensation provided for in this Article may, at the discretion of the Fire Fighter, and subject to the requirements of the Fair Labor Standards Act, be taken as time off regularly scheduled work hours at the rates provided in this Article, provided that the time taken off must be approved by the Chief.

Section 4. Fire fighters actually contacted and requested to work overtime during an emergency shall respond to such emergency.

Section 5. Section 1 above rather than Section 2 shall apply to any Fire Fighter required to hold over at the end of a shift for a maximum of two hours for purposes of attendance at meetings, or training sessions.

ARTICLE 10. WAGES.

Section 1. Effective January 1, 2024, the monthly pay rate for each class, grade, step or position of employees in the Fire Fighter classification shall be increased by 7.3% over the amount set by Ordinance establishing the 2023 pay levels. The monthly pay rate for each position in the promotional classes shall be paid in accordance with the following monthly pay rates (*denotes a 56-hr work week except for Captain (Administration)):

(a) The monthly pay rate for each position in the classification of Engineer* shall be that amount which is equivalent to 107% of the above identified monthly pay rate for Fire Fighter 6th year.

(b) The monthly pay rate for each position in the classification of Emergency Medical Officer* shall be that amount which is equivalent to 110% of the above identified monthly pay rate for Fire Fighter 6th year.

(c) The monthly pay rate for each position in the classification of Fire Inspector shall be that amount which is equivalent to 112% of the above identified monthly pay rate for Fire Fighter 6th year.

(d) The monthly pay rate for each position in the classification of Fire Lieutenant* shall be that amount which is equivalent to 120% of the above identified monthly pay rate for Fire Fighter 6th year.

(e) The monthly pay rate for each position in the classification of Fire Captain* shall be that amount which is equivalent to 130% of the above identified monthly pay rate for Fire Fighter 6th year.

(f) The monthly pay rate for each position in the classification of Assistant Fire Chief* shall be that amount which is equivalent to 150% of the above identified monthly pay rate for Fire Fighter 6th year.

("Promotional Pay Schedule")

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2025 through December 31, 2025, the monthly pay rate for each class, grade, step or position of employees in the Fire Fighter classification shall be increased over the amount set by Ordinance establishing the 2024 pay levels by

an amount equal to the 7.0%. The monthly pay rate for each position in the promotional classes shall be paid in accordance the Promotional Pay Schedule.

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2026 through December 31, 2026, the monthly pay rate for each class, grade, step or position of employees in the Fire Fighter classification shall be increased by the average of the annual percentage increase in the rate of pay of the top step fire fighter in the following cities or fire districts/authorities:

Arvada Fire District, Aurora, Colorado Springs, Denver, Poudre Valley Fire Authority, Thornton, West-Metro Fire District, Westminster.

The exclusion of any jurisdiction not above listed shall not be construed or relied upon as an admission by Union that such jurisdiction is not a comparable jurisdiction under §8-14(i)(b), City Charter.

For purposes of this Section, “annual percentage increase” shall be based upon the annual increase in the rate of pay for year 2026, if known, or year 2025 otherwise. The monthly pay rate for each position in the promotional classes shall be paid in accordance the Promotional Pay Schedule.

Section 2. Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Fire Fighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Fire Fighter plus an additional \$550.00.

Section 3. Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one percent (1%) of their monthly base pay in accordance with the City’s usual and customary payroll practices.

Section 4. Fire Fighters assigned to Focus Response Unit (FRU) shall be a Group B Fire Fighter.

Section 5. Each Fire Fighter who has completed a course of study in hazardous materials approved by the Fire Chief, and is a certified Hazmat Technician, and is permanently assigned to the Hazmat Response Team, shall receive an additional \$50.00 per month while assigned to the Hazmat Response Team, provided that a maximum of eight (8) fire personnel on each shift will be so compensated. There will be no step up to this position.

Any Fire Fighter assigned to the Hazmat Response Team shall obtain certification at the Hazmat Technician level within one year. Failure to do so will result in transfer by the Chief.

Fire fighters permanently assigned to the Hazmat Response Team effective January 1, 1995, will continue this assignment without the need to re-bid their shift or station.

Section 6. Fire Fighters who are assigned as an Arson Investigator and have the certification of International Association of Arson Investigators Certified Fire Investigator (IAAI-CFI) or National Association of Fire Investigators Certified Fire & Explosion Investigator (NAFI-CFEI) shall receive an additional \$100.00 per month.

ARTICLE 11. BASIC RATE OF PAY.

The basic hourly rate of pay equals the annual salary as set forth in Article 10 divided by:

- (1) 2920 Hours for Group B Fire Fighters.
- (2) 2086 Hours for Group A Fire Fighters.

ARTICLE 12. TUITION REFUND.

Upon recommendation, and after prior approval of the department head and the Mayor, the City of Pueblo may reimburse a permanent, full-time Fire Fighter upon successful completion (grade of C or better) of an approved course or courses in an approved Fire Service related Degree Program or Emergency Medical Services Degree Program. The amount to be reimbursed will not exceed seventy-five percent (75%) of the total cost of tuition, fees, and books. The amount reimbursed shall not exceed two thousand dollars (\$2,000.00) per year per person.

ARTICLE 13. MILITARY LEAVE.

Section 1. Any permanent Fire Fighter who presents official orders requiring his attendance for a period of training or active duty as a member of the military service shall be entitled to military leave for a period or periods not to exceed the equivalent of three weeks of work on the Fire Fighter's regular work schedule in any one year and he shall be entitled to full pay from the City for such period. For purposes of this Article, the foregoing provision stating "the equivalent of three weeks of work on the Fire Fighter's regular work schedule" shall have the same meaning as provided in § 28-3-601, C.R.S. Military leave shall be in addition to, and may not be concurrent with, authorized vacation leave. Such Fire Fighter may take one shift of vacation or personal leave either immediately before or immediately after his military leave.

ARTICLE 14. AUTOMOBILE ALLOWANCE.

A Fire Fighter who is required or specifically authorized by the Chief to operate a private automobile in conduct of City business shall be paid mileage at the amount allowed by the Internal Revenue Service for each mile of usage of the personal automobile on City business.

ARTICLE 15. SHIFT EXCHANGE.

Fire fighters shall have the right to exchange shifts when the change does not interfere with the operations of the Fire Department. Operational interference shall be determined by the Chief or his representative. The Chief shall not act in an arbitrary or capricious manner.

Fire fighters shall have the right to exchange banked vacation for shifts worked, in blocks of either 12 or 24 hours, subject to the restrictions set out above, provided that no such exchange results in any Fire Fighter exceeding the maximum banked vacation allowable under Article 20 herein, and provided that no such exchange results in liability for the payment of overtime compensation by the City.

Neither the City of Pueblo nor the Fire Department is responsible for any problems arising out of shift exchanges, including any time not paid back. The firefighter who agreed to work an exchanged shift shall remain responsible for said shift. In case a firefighter who has agreed to work an exchanged shift fails to do so for any reason (including sick leave) that firefighter shall be charged one vacation shift. If the department is required to assign any overtime, one and one half (1 ½) shifts of vacation shall be charged to that firefighter.

ARTICLE 16. FUNERAL LEAVE.

Section 1. In the event of the death of an employee's spouse, spousal equivalent as defined in section 6-3-1 (33.1) of the Pueblo Municipal Code of Ordinances, child, including step-child, parent, including step-parent, brother, sister or grandchild occurs, the employee shall be entitled to paid administrative leave up to ten (10) consecutive calendar days from date of death for funeral leave. Such leave shall not be accrued or subject to any maximum and not charged against other employee leave.

Section 2. In the event of the death of an employee's grandparent, mother-in-law, father-in-law or other relative residing in the same household as the employee, the employee shall be entitled to take leave for ten (10) consecutive calendar days from date of death for funeral leave. Such time off shall be paid and covered by sick leave or other accrued leave, assuming the employee has a sufficient amount of paid leave available.

Section 3.

(a) Each employee shall be entitled to paid leave from duty for twelve (12) hours per year to attend the funeral of a person other than the Officer's immediate family provided the employee has sufficient paid leave available.

(b) In addition, employees may be granted funeral leave not to exceed four hours for attendance at the funeral of a deceased Fire Fighter, provided a working schedule can be arranged by the Fire Chief that does not materially impair the capability of the department to fulfill its duties to the public.

(c) Accrued vacation leave or leave without pay may be granted by the Fire Chief for further funeral purpose.

ARTICLE 17. LONGEVITY PAY.

Fire Fighter Personnel. Commencing with the month following completion of five years of actual continuous service as a full-time Fire Fighter in the Fire Department of the City, each such Fire Fighter shall receive, in addition to all other compensation for full-time services, the amount of Seventy-Five Dollars (75.00) per month; following ten (10) years of such service, One Hundred and Fifty Dollars (\$150.00) per month; following fifteen (15) years of service, Two Hundred and Twenty-Five Dollars (\$225.00) per month; following twenty (20) years of such service, Three Hundred Dollars (\$300.00) per month. In no event shall longevity compensation exceed Three Hundred Dollars (\$300.00) per month.

ARTICLE 18. RATE OF PAY FOR WORKING IN HIGHER CLASSIFICATION.

When a Fire Fighter is assigned to and performs the duties of a higher classification for a period of four (4) hours for a Class A Fire Fighter or four (4) hours for a Class B Fire Fighter, or longer, the Fire Fighter will be paid for the duration of such service the following increases:

Fire Fighter 1 through 6 to Engineer	\$30.00 per shift	
Fire Fighter 1 through 6 to EMO	\$55.00 per shift	
Fire Fighter 1 through 6 to Lieutenant	\$60.00 per shift	
Engineer to Captain	\$40.00 per shift	
Engineer to EMO	\$20.00 per shift	
Engineer to Lieutenant	\$35.00 per shift	
EMO to Captain	\$40.00 per shift	
EMO to Lieutenant	\$35.00 per shift	
Captain to Assistant Chief	\$80.00 per shift	
Lieutenant to Captain	\$45.00 per shift	

ARTICLE 19. HOLIDAYS.

Section 1. Group A. Fire fighters shall receive the following days off with full pay:

- (a) The first day of January (New Year's Day)
- (b) The third Monday in January (Martin Luther King, Jr. Day)
- (c) The third Monday in February (President's Day)
- (d) The last Monday in May (Memorial Day)
- (e) The nineteenth day of June (Juneteenth Day)
- (f) The fourth day of July (Independence Day)
- (g) The first Monday in September (Labor Day)
- (h) The second Monday in October (Columbus Day)
- (i) The fourth Thursday in November (Thanksgiving Day)
- (j) The day after Thanksgiving
- (k) The twenty-fifth day of December (Christmas Day)

For Group A Fire Fighters only, when any holiday listed above falls on Saturday, the preceding Friday shall be observed as the holiday; when the holiday falls on Sunday, the following Monday shall be observed as a holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Council President upon approval of the City Council. Group A Fire Fighters shall receive forty (40) hours of personal leave during each calendar year of employment.

Section 2. Group B Fire Fighters shall receive one hundred and fifty-six (156) hours of personal leave during each calendar year of employment in lieu of holidays.

Section 3. Each employee working for the City on any election day shall be allowed such time off as is necessary to vote. Such time off shall be scheduled by the Chief.

Section 4. Personal Leave.

(a) Personal leave time may be granted, with pay, for any one of the following purposes:

- (1) Time lost as a result of illness or injury of the Fire Fighter's immediate family.
- (2) To attend to personal business.
- (3) Leisure activities.

(b) The City will compensate Group A Fire Fighters for no more than forty (40) hours of unused personal leave time and will compensate Group B Fire Fighters for no more than one hundred and fifty-six (156) hours of unused personal leave time at the Fire Fighter's regular rate of pay.

1. Fire Fighter's requesting compensation in lieu of personal leave in the final payroll period of the calendar year, are required to submit a written request no later than December 15th of said calendar year.

2. If Fire fighter's wish to receive a payment in lieu of personal leave at

some time other than the final pay period of the calendar year, Fire Fighters may submit a written request for such payment, and a Personnel Action Form ("PAF") will be generated to initiate that payment. If the approved written request and PAF are received by the City Finance office prior to the 15th day of any month, payment for such personal leave will be issued on the date of normal payroll distribution for the month in which the request for payment was made. If the approved written request and PAF are received by the City Finance office after the 15th day of any month, payment for such personal leave will be issued in the month following the month in which the request for payment was made and will occur on the normal payroll distribution date. Personal leave time shall not exceed the levels indicated above, nor shall it be accumulated or carried over from one year to the next.

3. Personal leave shall be scheduled and administered under the direction and with the approval of the Fire Chief. In the event of illness, injury or emergency in which personal leave is requested, the Fire Fighter shall notify his supervisor at least one (1) hour prior to scheduled reporting time.

(c) Except in the case of illness, injury or emergency requests for personal leave by any Fire Fighter shall be made at least five (5) days prior to the day the leave is to be taken. All or part of personal leave may be scheduled to be taken at the time vacations are scheduled.

ARTICLE 20. VACATION LEAVE.

Section 1. Group A Fire Fighters hired prior to 1/1/97 shall be allowed vacation leave with full pay at the rate of:

- 12 shifts for one year continuous service with the City of Pueblo;
- 15 shifts for five years continuous service with the City of Pueblo;
- 18 shifts for ten years continuous service with the City of Pueblo;
- 21 shifts for fifteen years continuous service with the City of Pueblo.

Group A Fire Fighters hired on or after 1/1/97 shall be allowed vacation leave with full pay at the rate of:

- 10 shifts for one year continuous service with the City of Pueblo;
- 15 shifts for five years continuous service with the City of Pueblo;
- 18 shifts for ten years continuous service with the City of Pueblo;
- 21 shifts for fifteen years continuous service with the City of Pueblo.

Section 2. Group B Fire Fighters hired prior to 1/1/97 shall be allowed vacation leave with full pay at the rate of:

- 6 shifts for one year continuous service with the City of Pueblo;
- 7 shifts for five years continuous service with the City of Pueblo;
- 8 shifts for ten years continuous service with the City of Pueblo;
- 10 shifts for fifteen years continuous service with the City of Pueblo.

Group B Fire Fighters hired on or after 1/1/97 shall be allowed vacation leave with full pay at the rate of:

- 5 shifts for one year continuous service with the City of Pueblo;
- 7 shifts for five years continuous service with the City of Pueblo;
- 8 shifts for ten years continuous service with the City of Pueblo;
- 10 shifts for fifteen years continuous service with the City of Pueblo.

Section 3. Vacation leave may be granted in minimum and maximum periods as provided by the Fire Chief, with the approval of the Mayor, provided vacation leave will not be granted in excess of vacation credit earned prior to the starting date of leave.

Section 4. The Fire Fighter with the longest length of service in the Fire Department shall be given the first choice of accrued vacation dates; the next senior Fire Fighter in the Fire Department, the second choice; and the like for succeeding conflicts, if any.

Section 5. If, in the discretion of the Mayor, an emergency exists, a Fire Fighter may be granted the equivalent in money, of vacation leave which such Fire Fighter is entitled for that year.

Section 6. At the termination of service with the Fire Department, for any reason, of any Fire Fighter covered by this Agreement said Fire Fighter shall receive compensation in full at his regular rate of pay for all accumulated vacation allowance due him at the termination of his service, in addition to all accumulated sick leave to which he is entitled according to Article 28. Upon the death of a Fire Fighter covered by this

Agreement, the cash benefits attributable to Fire Fighter's accumulated vacation allowance, and all accumulated sick leave to which he is entitled according to Article 28, shall be paid to the Fire Fighter's surviving spouse, or if there be no surviving spouse then to the Fire Fighter's surviving child or children, or if there be no surviving child or children, then to the Fire Fighter's estate.

Section 7. A Fire Fighter may accrue up to one year of annual vacation. If the Fire Fighter desires he may put all or part of his accrued vacation in bank up to twice his annual vacation ("Maximum Accrual"). If the Fire Fighter meets the Maximum Accrual, the Fire Fighter will not be required to bid the excess vacation but shall be required to schedule it in the same manner banked vacation is scheduled. Any vacation in excess of Maximum Accrual must be used by December 31st of the same year or it will not be allowed and will be lost (use or lose). Banked vacation may be taken at a later date in accord with the following procedure:

(a) Requests shall be made in writing within the thirty (30) day period prior to the shift desired.

(b) Requests shall be considered on a first come first serve basis unless two or more requests are received during the same 24 hour (7:00 a.m. - 7:00 a.m.) period when the senior Fire Fighter shall have priority in this case.

(c) Confirmation by the Chief of the shift requested shall be no less than two (2) shifts before the shift desired.

(d) Seven Fire Fighters shall be allowed off for vacation, personal days or comp time per shift. Additional Fire Fighters allowed off, if any, shall be at the sole discretion of the Chief. All requests to take vacation or personal days shall have precedence over any request to use comp time, provided that if comp time is denied, the firefighter shall be entitled to be paid for such time.

(e) If approved, compensatory time off shall be used in increments of no less than four (4) hours at a time.

ARTICLE 21. APPENDICES AND AMENDMENTS.

All appendices and amendments to this Agreement shall be numbered, dated and signed by both responsible parties and shall be subject to all provisions of this Agreement.

ARTICLE 22. CLOTHING ALLOWANCE.

Section 1. Except for shoes, socks, belts, underwear and sleeping apparel, the City shall furnish all uniforms, protective clothing and protective devices required by the City in the performance of the duties of the Fire Fighters. Each Fire Fighter shall wear approved and appropriate sleeping apparel as required by such departmental regulation or order.

(a) On or before April 1 of each year of this agreement, the City shall provide all Fire Fighters the following uniform items:

- Three (3) t-shirts
- Three (3) pairs of pants
- One (1) job shirt

(b) Upon hiring, the City shall provide the following uniform items:

- One (1) uniform coat
- Two (2) dress shirts

Section 2. A joint labor/management uniform committee (the "Uniform Committee") will meet periodically to review the uniforms, protective clothing and protective devices provided and may recommend alternatives or changes in specific items during the term of this agreement. The City retains the right to approve or not approve the recommendation. The City shall not, however, reduce the fire safety standards of the uniforms, protective clothing and protective devices provided by the City as of August 1, 2012.

Section 3. The City will be responsible for the replacement and repair of all uniforms, protective clothing and protective devices provided by City unless the item is lost or damaged due to the Fire Fighter's neglect. If a Fire Fighter loses or damages an item through neglect, he/she will be required to purchase a replacement item from the City. The City has the authority to determine if and when a replacement of any item of uniform, protective clothing or protective gear is required. With respect to any required replacement, the City shall replace and/or repair such item in a reasonable period of time after receipt of written request from the Fire Fighter. The City will make a good faith effort to replace uniform items within thirty (30) days of receipt of a written request and will make good faith efforts to replace protective clothing and protective devices within ninety (90) days of receipt of a written request. During any period a Fire Fighter is waiting for replacement of protective clothing or a protective device, the City shall provide the Fire Fighter with an adequate temporary protective clothing or protective device.

Section 4. A Fire Fighter leaving the service of the City whether through resignation, retirement, layoff or discharge, is responsible for returning any City property including uniforms, protective clothing or protective gear provided by City. Failure to return City property may result in the delay in issuance of the Fire Fighter's final check and deduction may be made for the value of the property not returned.

Section 5. The City shall pay each Fire Fighter \$180.00 per year for the maintenance of the uniforms, on or before the last business day in the month of January in each year of this agreement. Payment may be issued as part of the regular payroll check or by separate check at the discretion of the City.

Section 6. The City, by no later than April 1, 2020, will purchase twenty (20) sets of bunker gear consisting of the following:

- 20 Turnout coats
- 20 Turnout pants
- 20 Pairs of gloves
- 20 Protective hoods

The City shall will make these extra sets of bunker gear available for use as “loaner gear” so as to allow Fire Fighters to avoid contaminated and/or damaged bunker gear. The Uniform Committee will draft the appropriate guidelines as to how these extra sets will be made available to Fire Fighters.

ARTICLE 23. WORK SCHEDULES.

Section 1. Group B Fire Fighters shall work a work schedule consisting of two twenty-four hour shifts and four days off within a repeating six-calendar day period. For purposes of 29 U.S.C. §207(k) and 29 C.F.R. 553.230, the work period shall be twenty-four (24) calendar days. The employee's basic hourly rate of pay shall be 12 x Monthly Base Pay/2920 hours.

Section 2. Group A Fire Fighters shall work their regularly scheduled hours between Monday and Friday between the hours of 7:00 a.m. and 5:00 p.m. The Chief shall have the discretion to determine at what time within these hours the work day shall commence.

Section 3. The Fire Chief may implement a flex time program for Group A Fire Fighters if he or she desires. The Chief retains the right to return Group A Fire Fighters to normal schedule at any time. Flex time schedules shall not be limited to flex time hours between Monday and Friday or be limited to the flex time hours between the hours of 7 a.m. and 5:00 p.m. or 7 a.m. and 7 p.m.

Section 4. In the event of an emergency the Fire Chief shall have the authority to assign work schedules as he/she deems necessary.

ARTICLE 24. FAMILY MEDICAL COVERAGE.

Section 1. Health insurance shall be as provided or otherwise determined pursuant to the August 26, 2019 Self-Funded Health Benefit Plan Amendment to the Labor Agreement, a copy of which is attached hereto, labelled Exhibit A and incorporated herein.

Section 2. The City shall contribute for each firefighter \$25.00 of the full cost of an individual dental plan and \$25.00 of the full cost of a family dental plan. The City shall also provide for a \$10,000 Life insurance plan for all firefighters. The dental plan should be the same or similar to the plans of general service employees.

ARTICLE 25. GRIEVANCE PROCEDURE.

Section 1. A grievance is a claim that the City has violated an express provision of this Agreement. Any Fire Fighter or group of Fire Fighters may discuss any matter with their supervisor without invoking the formal grievance procedure provided for in the Article.

Section 2. A grievance must be initiated by either an aggrieved Fire Fighter or by Local No. 3 on behalf of any one or more individual Fire Fighters. The grievant must reduce the grievance to writing and present the written grievance to the Chief of the Fire Department within ten (10) days after the grievant knew or should have known the facts which gave rise to the grievance.

Section 3. The Chief of the Fire Department shall meet with the grievant and, if the grievant is an individual, representatives of Local No. 3 in an effort to resolve the grievance within 10 calendar days after being presented with the written grievance. The Fire Chief shall respond to the grievance within seven (7) days following the meeting with the grievant and/or representatives of Local No. 3.

Section 4. If the grievant is not satisfied with the answer of the Chief of the Fire Department, the grievance committee of the Union may appeal the grievance to the Mayor within 10 days of receipt of the written answer of the Chief of the Fire Department. Within 10 days after receipt of the appeal, the Mayor shall meet with the grievant and if the grievant is an individual, with representatives of Local No. 3 to discuss the grievance. Within 5 days after this meeting, the Mayor shall give the Union grievance committee his answer in writing.

Section 5. If the Union grievance committee is not satisfied with the answer of the Mayor, a Union officer must give written notice of intent to arbitrate to the corporate authorities of the City within fourteen (14) days after receipt of the Mayor's answer. Representatives of the corporate authorities and of the Union shall attempt to agree upon an arbitrator within seven (7) days of submission of the written notice of intent to arbitrate. In the event the parties are unable to agree upon an arbitrator within the time limit, either party or its representative may request the Federal Mediation and Conciliation Service to furnish a panel of seven arbitrators. The parties shall alternately strike from this panel until only one name remains. The remaining name shall be the arbitrator. The arbitrator shall render a decision which is final and binding upon the parties within thirty (30) calendar days after hearing the grievance.

Section 6. The fees and costs of the arbitrator shall be shared equally by the Union and the City. Each party shall pay its own costs and expenses of the arbitration.

Section 7. The findings and decision of the arbitrator shall be consistent with applicable Colorado law and with the expressed terms of this Agreement. The arbitrator shall have no power or authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

Section 8. Failure of a Fire Fighter or Union to initiate a grievance or file written appeal or demand for arbitration within the time limits specified in this Article shall constitute an irrevocable waiver of the right to file or pursue such grievance. The City and the Union may mutually waive any time limitation contained herein. The parties recognize that such waivers are contrary to the spirit of the grievance procedure and shall be invoked only for substantial reasons. Failure of the Fire Chief or Mayor to timely file his answer to any grievance shall be deemed to be a denial thereof. However, in all events, the Fire Chief or Mayor must file a written answer to any such grievance.

Section 9. Notice under this Article shall be given by personal delivery, if to:

- (a) the Union, the president or any member of the Union's adjustment committee; or
- (b) the City, the Fire Chief or Mayor or their respective administrative staff.

Union shall give notice to the City, in writing, of Union's current president and all current members of Union's adjustment committee, and Union shall promptly notify the City in writing of any changes thereto.

ARTICLE 26. DISABILITY PAYMENTS--FIRE DEPARTMENT PERSONNEL.

Section 1. In any case where a Fire Fighter shall become mentally or physically disabled while not on active duty during regularly assigned hours of duty, and from any cause not self-inflicted or due to the habitual use of intoxicants or drugs, to an extent whereby he is unable to perform his regular Fire Department duties, he shall be paid by the City of Pueblo from funds available within the Fire Department's annual appropriation starting immediately after the expiration of paid sick leave benefits and accrued vacation leave as provided by Article 28 and 20 of this Agreement, and for the remaining period of such disability, not to exceed one (1) calendar year from the date of such disability, a monthly benefit equal to two and one-half percent (2 ½%) of the amount of his monthly salary as of the date of his disability; multiplied by the number of years he has been in active service with the Fire Department; but any such benefits under this provisions shall not exceed one-half of his monthly salary as of the date of his disability.

Section 2. For the purpose of determining the physical or mental disability of any such member, the Firemen's Pension Fund Board established by Section 2-2-1 of the Code of Ordinances of the City of Pueblo shall have jurisdiction. The Board may personally examine the member and shall appoint one or more physicians or surgeons to make an examination of the member and report their findings to the Board, which report shall be taken into consideration in determining whether the member is physically or mentally disabled.

Section 3. In the event the State Legislature enacts a statute removing the 12 month waiting period from C.R.S. 1973, 31-30-407 (1)(F)(I) the provisions of this section shall automatically terminate.

ARTICLE 27. SAVINGS CLAUSE.

The provisions of this agreement are severable and the legal invalidity of any provision or provisions shall not affect or invalidate other provisions. However, if any provision of this Agreement should be declared invalid by any court of competent jurisdiction, then the parties to this Agreement shall meet within fifteen (15) days from the date they learn of such declaration and negotiate in good faith for the purpose of agreeing upon a lawful provision which would accomplish the intent of the parties as expressed by the provision declared invalid.

ARTICLE 28. SICK LEAVE.

Section 1. Group B Fire Fighters shall be allowed 17/24 of a working shift of sick leave for each month of service from the first day of employment. Unused sick leave shall be accumulated to a maximum accrual of 84 working shifts. Group B Fire Fighters hired on or after January 1, 1996, shall be allowed 12/24 of a working shift of sick leave for each month of service from the first day of employment. Unused sick leave shall be accumulated to a maximum accrual of 84 working shifts. Effective January 1, 2004, the maximum sick leave accrual for Group B Fire Fighters shall be reduced from 84 shifts to 74 shifts, and departmental records shall be adjusted to reflect this reduction.

Section 2. Group A Fire Fighters shall be allowed one and one-half working days of sick leave for each month of service from the first day of employment. Unused sick leave shall be accumulated to a maximum accrual of 200 working shifts. Group A Fire Fighters hired on or after January 1, 1996, shall be allowed one working day of sick leave for each month of service from the first day of employment. Unused sick leave shall be accumulated to a maximum accrual of 200 working shifts. Effective January 1, 2004, the maximum sick leave accrual for Group A Fire Fighters shall be reduced from 200 days to 180 days; and departmental records shall be adjusted to reflect this reduction.

Section 3. Fire fighters shall be allowed to use accrued and unused paid sick leave for a maximum of one (1) shift for all Group B Fire Fighters and three (3) days for all Group A Fire Fighters in each consecutive twelve (12) months for a life threatening illness or illness requiring hospitalization of the employee's spouse or child, subject to verification thereof.

Section 4. Upon separation due to retirement or death, a Group A Fire Fighter hired prior to January 1, 1996, shall be paid at his regular rate of pay for all accumulated sick leave, but not to exceed 120 days; a Group B Fire Fighter hired prior to January 1, 1996, shall be paid at his regular rate of pay for accumulated sick leave, but not to exceed 56 working shifts.

Section 5. In the event of death, such sum shall be paid to the surviving spouse of such Fire Fighter. In the event there shall be no surviving spouse, then such sum shall be paid to the Estate of such Fire Fighter.

Section 6. Separation benefits shall be paid immediately upon the effective date of separation.

Section 7. Group A Fire Fighters hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These Fire Fighters will have the option to receive compensation for ten (10) days of sick leave each year at one-half ($\frac{1}{2}$) pay. However, before a Group A Fire Fighter may exercise this option, he must have a minimum of twenty-four (24) days of unused accrued sick leave to his credit, and his accrual may not be reduced to less than twenty-four (24) days by the exercise of this option. Group B Fire Fighters hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These Fire Fighters will have the option to receive compensation for 112 hours of sick leave each year at one-half ($\frac{1}{2}$) pay. However, before

a Group B Fire Fighter may exercise this option, he must have a minimum of 288 hours of unused accrued sick leave to his credit, and his accrual may not be reduced to less than 288 hours by the exercise of this option.

Section 8. All Fire Fighters hired prior to January 1, 1996, shall have the option of electing the new plan, however, they must waive all benefits under Section 4, Section 5, and Section 9 of this Article. Once this election is made, the Fire Fighter may not return to the old plan. This election to enter the new plan must be made prior to January 1, 1996. Group A Fire Fighters who opt into the new plan shall be allowed one working day of sick leave for each month of service. Group B Fire Fighters who opt into the new plan shall be allowed 12/24 of a working shift of sick leave for each month of service.

Section 9. Group A Fire Fighters hired prior to January 1, 1996, who have not elected the new plan, and who have at least 15 years of service and 120 days of accrued, unused sick leave to their credit, may annually sell back up to 10 days of sick leave for $\frac{1}{2}$ pay. The number of sick leave days sold back to the City shall be deducted from the Fire Fighter's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of 200 days. The amount of days available for buy-back under Section 4 of this article shall be permanently reduced by one-half of the days sold back to the City. Group B Fire Fighters hired prior to January 1, 1996, who have not elected the new plan, and who have at least 15 years of service and 40 shifts of accrued, unused sick leave to their credit, may annually sell back up to 4 shifts of sick leave for $\frac{1}{2}$ pay. The number of sick leave shifts sold back to the City shall be deducted from the Fire Fighter's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of 84 shifts. The amount of shifts available for buy-back under Section 4 of this Article shall be permanently reduced by one-half of the shifts sold back to the City. Effective January 1, 2004, the maximum sick leave accrual for Group A Fire Fighters shall be reduced from 200 days to 180 days; and the maximum sick leave accrual for Group B Fire Fighters shall be reduced from 84 shifts to 74 shifts, and departmental records shall be adjusted to reflect this reduction.

Section 10. All Group B Fire Fighters shall be allowed two working shifts sick leave without a doctor's slip, after which any additional shifts taken as sick leave will require a treating physician's certificate or other reasonable evidence of illness or injury. Employees who fail to provide required documentation may be subject to discipline.

Section 11. All Group A Fire Fighters will be allowed three working shifts sick leave without a doctor's slip, after which any additional shifts taken as sick leave will require a treating physician's certificate or other reasonable evidence of illness or injury. Employees who fail to provide required documentation may be subject to discipline.

Section 12. Sick leave benefits shall be paid for actual illness or disability.

Section 13. A physician's statement certifying the absence from work was required because of illness or disability or other reasonable evidence of illness or disability may also be required whenever any Fire Fighter requests sick leave for his last scheduled work shift before a vacation or holiday leave, or for his first regularly scheduled work shift after a vacation or holiday leave.

Section 14. City may make reasonable contact with a Fire Fighter on sick leave to verify that his absence from work was required because of actual illness or disability which renders him unable to perform his duties. Reasonable contact shall not exceed two contacts during each working shift of sick leave taken without a treating physician's certificate.

Section 15. All Group A or B Fire Fighters using sick leave on three separate occurrences within any twelve month period without a treating physician's certificate or other reasonable evidence of illness or injury shall be presumed to constitute an abuse of sick leave unless the Fire Fighter establishes that he was actually ill or disabled and unable to perform his duties.

Section 16. If a Fire Fighter is on sick leave for three (3) or more consecutive working shifts, the Fire Chief may require the Fire Fighter to return to work to perform light duty unless the Fire Fighter's treating physician certifies that the Fire Fighter is unable to perform light duty.

Section 17. If a Fire Fighter is on sick leave validly taken, the Fire Chief shall not, except in any emergency declared by the Mayor, call the Fire Fighter back to light duty before his next regularly scheduled working shift.

Section 18. If an employee has been scheduled for vacation or personal days, this time shall not be converted to sick leave except in the event of the employee's hospitalization or if Fire Fighter would be unable to perform light duty or modified duty with confirmation by the treating physician. Such verification of injury or illness must be provided to the Fire Chief or Acting Fire Chief as soon as possible. If employee is out of town, he/she must notify the Fire Chief or Acting Fire Chief within 24 hours of injury or sickness and notify the Fire Chief or Acting Fire Chief of the injury or sickness and his/her intent to have time converted to sick leave. If the affected Fire Fighter fails to follow appropriate notification procedures as outline in this Article, the time will not be converted.

Section 19. No provision of this Article shall be construed or applied in violation of the requirements of the Healthy Families and Workplaces Act, C.R.S. §§ 8-13.3-401 et. Seq.

ARTICLE 29. UNION ACTIVITY.

Section 1. Neither the Union, nor its officers, agents, representatives, or members will intimidate, interfere with, or coerce Fire Fighters. No union activity or union business of any kind will be carried on during working hours without express permission in advance from the Fire Chief. All requests for leave from duty for any union business shall be in writing and shall specify name, date, time, location and purpose of the leave. Violation of this Section 1 of this Article 29 by any Fire Fighter shall be just cause for disciplinary action, pursuant to Chapter 10, Title VI of the 1971 Code of Ordinances. Failure of the City to enforce any of the provisions of this Section 1 of this Article 29 in any one or more instances shall not be construed a waiver of any of the provisions of this Section 1 of this Article 29.

Section 2. No Fire Fighter shall be discharged, disciplined or discriminated against because of activity on behalf of the Union which does not interfere with the discharge of his duties or any assignments, or violate any of the provisions of this agreement, City ordinances, statutes, rules or regulations of the department.

Section 3. The Union shall have the right to post on the bulletin boards designated by the Fire Chief, within all respective fire stations and fire offices, notices of union meetings, union recreational and social affairs, notices of union elections, and appointments and results of union elections, all of which pertain to the Pueblo Fire Department. No other postings will be allowed.

Section 4. When approved by the Fire Chief, two of the principal officers of the union shall be granted leave from duty with full pay for conducting necessary Union business. When approved by the Fire Chief, during and for a reasonable time before bargaining with City representatives for a successor collective bargaining agreement the Union Bargaining Committee (not to exceed five persons) shall be granted leave from duty with full pay to conduct negotiations and deliberations. No such leave or permissions shall be granted for lobbying activities in any legislative forum on paid time. The Union shall endeavor to conduct all necessary Union business during the non-working time of the greatest number of Fire Fighters required for such business, to the greatest extent possible. Said approval shall be granted by the Chief when said leave would not disrupt or interfere with the service of the department.

Section 5. Requests for union business leave shall be made at least two shifts before the beginning of the shift during which union business leave is requested whenever possible. The aggregate maximum amount of time which may be taken as fully paid leave to conduct union business under this contract shall not exceed three hundred sixty (360) hours per year, not counting leave for arbitration hearings, grievance hearings or negotiation meetings for a new collective bargaining agreement. Any union business leave in excess of 15 shifts or 360 hours per year shall be charged as vacation leave or taken as unpaid leave.

ARTICLE 30. INJURY LEAVE.

Section 1. Each Fire Fighter covered by this Agreement who is injured while in the performance of his duties inside or outside the City limits shall be paid injury leave in a sum equal to the Fire Fighter's full salary for the period of disability not to exceed one (1) calendar year from the date of injury, except that an employee who undergoes surgery for such a duty injury shall be entitled to a total of one year of such paid injury leave, during a period ending two years from the date of injury, whenever he may be disabled and unable to work as a result of such duty injury. Even though the period of time during such an employee who undergoes surgery for a duty related injury is two calendar years from the date of such duty injury, the total amount of said injury leave to which an employee is entitled is a sum equal to one year of such employee's full salary.

Section 2. Injury leave benefits as set forth herein are maximum benefits for each injury. Fire fighters on injury leave shall be granted all benefits provided other Fire Fighters covered by this Agreement the same as if they were in active service of the City.

Section 3. Workers' Compensation temporary disability benefits paid to a Fire Fighter for the same period of time he receives injury leave benefits hereunder shall be reimbursed to the City, provided that no amount shall be reimbursed until such time as the temporary disability benefits are actually paid. In the event a Fire Fighter receives temporary disability benefits for the period he received injury leave benefits, he shall endorse to the City the check received by him for the purpose of paying such benefits. Receipt of injury leave benefits hereunder by a Fire Fighter shall operate as and be a partial assignment to the City of said Fire Fighter's interest in and to any cause of action against a third party as defined in C.R.S. 1973, 8-52-100 et. seq., as amended, to the extent of injury leave benefits paid or payable hereunder by the City to said Fire Fighter. During such time as he is receiving injury leave benefits hereunder and for a period of 60 days from and after the receipt of the final payment thereof, said Fire Fighter shall have an exclusive right to engage the services of an attorney-at-law to settle or to otherwise dispute of said cause of action which shall not be settled or otherwise disposed of without the written consent of the City. If said Fire Fighter engages the services of an attorney as aforesaid, the City shall not be liable for costs or attorney fees in connection therewith; however, in lieu thereof, the City agrees to limit its pro rata share of any recovery so affected to 75% of injury leave benefits paid or payable to the Fire Fighter hereunder. If said Fire Fighter fails to engage the services of an attorney, as aforesaid, the City may take such action as it deems advisable for the recovery of 100% of all injury benefits paid to said Fire Fighter, and said Fire Fighter will cooperate with the City in such action as it may take and furnish any and all papers and information in his possession deemed by the City to be necessary in connection therewith.

Section 4. No sick leave, injury leave or temporary disability leave benefits shall be payable to any Fire Fighter injured while in the employ of an employer other than the City of Pueblo, or while self-employed.

Section 5. Employees on injury leave are subject to light or modified duty as defined.

ARTICLE 31. SPECIAL LEAVE.

Section 1. In addition to leaves authorized above, the Fire Chief may authorize a Fire Fighter to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

Section 2. The Mayor may authorize special leaves of absence with or without pay for any period or periods not to exceed six (6) calendar months in any one calendar year for the following purposes: attendance at college, university, or business school for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the City service; urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, serving on a jury and attending court as a witness, and for purposes other than above that are deemed beneficial to the City service.

Section 3. The Mayor may authorize special leaves of absence without pay for any of the purposes set out in the preceding subparagraph for any reasonable length of time.

Section 4. The City Council may grant leaves of absence with or without pay in excess of the limitations above for the purposes of extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the City service.

Section 5. The parties understand that they are subject to the Family and Medical Leave Act of 1993, and that all applicable provisions of the FMLA are controlling over any provisions of this agreement in conflict therewith.

ARTICLE 32. ABSENCE WITHOUT LEAVE.

Section 1. Any Fire Fighter who finds it necessary to be absent from duty due to emergency shall report the reasons therefore to his supervisor or department at least one hour before working time, on the first day of such absence. If this is not possible, the Fire Fighter shall report to his supervisor or department at the earliest possible time and shall state the reasons for his failure to report at least one hour before working time. Failure of a Fire Fighter to so report may be grounds for disciplinary action.

Section 2. All unauthorized absences without leave shall be grounds for disciplinary action. Reduction of pay shall be made for all periods of unauthorized absences.

Section 3. Any unauthorized absence of six or more consecutive working shifts of a Group A Fire Fighter, or of three or more consecutive working shifts of a Group B Fire Fighter, shall be deemed to be and shall constitute a resignation from employment by the Fire Fighter.

ARTICLE 33. STATION TRANSFERS.

When an opening occurs in a fire station, due to either promotion, demotion, separation from City service, or the creation of a new position, Fire Fighters shall be notified by email from the Fire Chief before the opening is filled. Such memo shall be posted in each station for at least one business week (7 calendar days). Such opening shall be filled by the senior qualified Fire Fighter in the class applying for that position in writing during the time of posting of the email. The Chief shall retain the right to transfer Fire Fighters when an opening as described above is not involved, provided that such transfers shall not be arbitrary or capricious.

ARTICLE 34. LONGEVITY COMPENSATION DURING LEAVE.

Section 1. Longevity compensation as stated above shall be paid to a Fire Fighter while on authorized leave with pay. Such longevity compensation shall not be paid to a Fire Fighter for any month during which such Fire Fighter shall be absent on leave without pay for more than one-half of the working time prescribed for that Fire Fighter's class.

Section 2. Periods of time during which a Fire Fighter is off work due to lay-off or reduction in force and is on valid reinstatement list shall not constitute a break in continuity of service; provided, however, such periods of time shall not be accrued as a part of the actual continuous service necessary to qualify for longevity compensation.

Section 3. Absence without leave shall forfeit all longevity pay for the month in which such absence occurs. For purposes of this section, periods of authorized leave without pay shall not accrue as part of the actual continuous service necessary to qualify for longevity compensation.

ARTICLE 35. ORDER OF REDUCTION.

Section 1. A reduction of the number of Fire Fighter positions in any class shall be made in the following order: part-time, probationary, permanent.

Section 2. Probationary and permanent Fire Fighters shall be laid off on the basis of service in the class being reduced, computed in accordance with Civil Service Rule 37, the Fire Fighter with the least service being laid off first.

ARTICLE 36. ENTRANCE SALARY RATES.

Section 1. Original appointment to any position shall be made at the entrance rate and advancement from the entrance rate within a pay grade shall be by successive steps; provided, however, if the entrance rate is the same as any successive step, appointment shall be made at the highest step with the same rate of pay as the entrance rate. All promotional appointments shall be to the entry level of the higher class which results in at least a 3% increase unless it's the top step. If the entry level is the same as any successive step, appointment shall be made at the highest step with the same rate of pay as the entry level.

Section 2. At the completion of the first year of service, a Fire Fighter shall automatically advance to the next higher rate in the appropriate pay grade, provided his service has been determined by the Fire Chief to be satisfactory. Subsequently, the Fire Fighter shall be automatically advanced to the next higher rate, if any, at the conclusion of each succeeding year of satisfactory service in his class until he has reached the maximum rate of the salary schedule for that class.

Section 3. At the conclusion of a satisfactory one (1) year probation period, the Fire Chief shall certify that the probationary period has been successfully completed.

Section 4. When a Fire Fighter is assigned to duty in a position not previously held by him and such change is not in the nature of a promotion or a demotion, the Fire Fighter shall receive the rate of pay in the salary schedule established for such position that will provide at least the same rate of pay he was receiving in his former position.

Section 5. If, in the opinion of the Fire Chief, the work of a Fire Fighter has not been satisfactory during the year prior to his eligibility for salary advancement, he shall give a statement to the Mayor and Personnel Director showing reason or reasons why the Fire Fighter's work has not been satisfactory. A copy of this statement shall be furnished the Fire Fighter concerned and the Fire Chief shall discuss with the Fire Fighter the reason(s) for his not receiving the pay increases. Any Fire Fighter or the Union shall have the right to the consideration of any request for adjustment in the event that the Fire Chief states that the Fire Fighter's work in the preceding year has not been satisfactory for salary advancement. In such case, the Fire Fighter or Union may submit the matter to the grievance procedure of Article 25. A Fire Fighter who has been denied a pay increase due to unsatisfactory work shall be granted such increase at such time as the Fire Chief determines that his performance has sufficiently improved to justify the increase.

Section 6. In the event that the Fire Fighter did not receive the advancement in salary due him under the provisions of the Article, and it is subsequently determined, in the manner prescribed above, that the Fire Fighter was entitled to this advancement in salary shall be paid to the Fire Fighter from the date on which he was originally entitled to said advancement in salary.

ARTICLE 37. APPOINTMENT PROBATIONARY.

All entrance appointments shall be probationary for a period of one year. All promotional appointments shall be probationary for a period of six months, provided that, any Fire Fighter who previously served in the position in the higher class to which he was promoted, may be credited toward completion of his probationary period with such temporary service not to exceed one hundred and fifty (150) days with the approval of the Fire Chief. At the discretion of the Fire Chief, the probationary period for an entrance or promotional appointment may be extended for an additional period not to exceed six (6) months in cases where a Fire Fighter suffered illness or injury or missed greater than one-third (1/3) of his/her regularly scheduled shifts preventing him/her from being available for full evaluation during the probationary period.

ARTICLE 38. LIGHT DUTY AND LIMITED DUTY ASSIGNMENT.

Section 1. Light duty or modified duty shall mean the temporary assignment of a Fire Fighter to work with medical restriction of duty in the fire department due to a work-related injury during any period in which the Fire Fighter would otherwise be eligible for injury leave benefits. Such assignments shall be referred to within this Article as "Light Duty". Light Duty assignments are limited to a maximum of six (6) months; provided, however, the City may extend the Light Duty assignment until the Fire Fighter reaches maximum medical improvement as determined by the City's designated physician.

Section 2. The salary of a Fire Fighter on Light Duty shall be at least equal to the salary at which he was employed at the time of his injury or illness.

Section 3. During his period of temporary disability, a Fire Fighter shall be entitled to pay pension contributions and shall continue to receive health-medical plan benefits, and accrue credits for sick leave and vacation leave.

Section 4. Upon presentation of a doctor's certificate stating that the Fire Fighter is physically capable of performing all the duties of the position in which he was working at the time of his injury or illness he shall be returned to full duty in that class. If the Fire Chief determines that the work of the Fire Fighter upon return to work is not satisfactory, the Fire Chief may cause the Fire Fighter to be re-examined to determine his ability to perform.

Section 5. Any Fire Fighter who refuses to cooperate in the placement program, by failure to accept or continue in the Light Duty assignment, shall, as of any such refusal be disciplined.

Section 6. Pregnancy Light Duty. Any Fire Fighter who is provided a temporary assignment under this Article as a reasonable accommodation for pregnancy under the ADA or the Pregnant Workers Fairness Act shall be considered a Light Duty assignment. A pregnant Fire Fighter will be allowed to continue working Light Duty, without reduction in regular pay including incentives, up to her delivery date unless otherwise advised by her physician. Upon date of delivery, or sooner on physician's advice, the Fire Fighter will be permitted to take leave consistent with Article 57.

Section 7. Limited duty shall mean a temporary assignment of a Fire Fighter to work in the fire department with temporary medical restrictions of duty due to a non-work-related injury or illness. Limited duty assignments shall be subject to the following limitations and requirements:

(a) The Fire Chief or his designee shall decide on a case-by-case basis if there are limited duty assignments available that fall within the restrictions that the Fire Fighter has been placed under by his/her physician. The distribution of limited duty assignments, removal from a limited duty assignment and/or refusal to establish a limited duty assignment is solely the decision of the Fire Chief. Requests for limited duty assignments shall not be unreasonably denied; provided,

however, denial of a request for a limited duty assignment which would result in more than a total of four (4) limited duty and Light Duty assignments shall be presumed reasonable, and such decision shall not be subject to the grievance procedure.

(b) To be considered for a limited duty assignment, a Fire Fighter must have work restrictions that are expected to last for at least thirty (30) days and provide a signed statement by an authorized medical provider verifying the need for limited duty for said period of time. If available, priority among limited duty assignments shall be given to the Fire Fighter with the least amount of accrued leave.

(c) No Fire Fighter who is injured in the commission of a criminal offense or during any secondary employment shall be eligible for a limited duty assignment with respect to such injury; nor shall any Fire Fighter be permitted to work any secondary employment while on limited duty assignment.

(d) Except as provided herein, a limited duty assignment shall not exceed three (3) months. The limited duty assignment will be accompanied by an expectation meeting with the Fire Chief. Daily assignments will be assigned and will be completed in a timely manner. If at the discretion of the Fire Chief these expectations are not being met by the Fire Fighter, the limited duty assignment will be terminated.

(e) The City may require Fire Fighters to be examined by the City's designated health-care provider in order to obtain verifications, seek clarification or additional information, confirm the ability to perform limited duty assignment or provide a second opinion.

(f) It is the Fire Fighter's responsibility to ensure that any relevant medical information required by the City related to the injury (or injuries) underlying a limited duty assignment is provided promptly upon request, including follow-up information, satisfactory clarification and updates.

(g) Light Duty assignments for work-related illnesses and injuries shall take precedence over limited duty assignments for non-duty related injuries. A Fire Fighter who is working in a limited duty assignment because of non-duty related injury may be displaced from that limited duty assignment if the City needs to place another Fire Fighter into a Light Duty assignment.

(h) A Fire Fighter who is on limited duty shall immediately notify the Department when the Fire Fighter is available for normal duty and shall give the Department a physician's statement indicating that the Fire Fighter may return to normal duty.

(i) While on limited duty assignment the Fire Fighter may request leave through the Deputy Chief. This leave will be converted to a 40 hour work week based on a conversion factor of 1.4. This would include any use of sick leave,

vacation leave or personal holiday time.

Section 8. Fire fighters assigned a Light Duty or limited duty assignment shall work Group A work schedule.

ARTICLE 39. ABOLITION OF POSITION.

Any Fire Fighter with civil service status in an abolished position shall, with the approval of the Mayor, be:

- (a) transferred, if a vacancy exists in another position in the same class, or
- (b) promoted, if a vacancy exists in a position in another class for which the Fire Fighter is eligible, or
- (c) laid off and placed on a reinstatement list for the class for which he is qualified, or
- (d) demoted, or
- (e) allowed to replace another Fire Fighter in accordance with Article 50.

ARTICLE 40. REINSTATEMENT AND REEMPLOYMENT.

Section 1. When a Fire Fighter is reinstated in a position in the same class after a separation from the Department of not more than four years, which separation occurred through no fault of the Fire Fighter and not due to discreditable circumstances, such Fire Fighter shall receive the rate in the salary schedule corresponding to the step rate received at the time of separation and shall subsequently serve thereat for at least such period as is normally required for advancement to the next higher salary rate. Any Fire Fighter who is drafted or who leaves the City service to enter the active service of the armed forces of the United States and who is subsequently reinstated to a position previously held by him shall be entitled to receive a salary at the step rate to which he would have been entitled had his service with the City not been interrupted by entry into the armed forces. Any non-required reenlistment shall automatically terminate the provisions of this Article for any such Fire Fighter.

Section 2. Whenever a former Fire Fighter is reemployed in the same class after a voluntary separation from the City service of not more than two years, which separation was not by action of the City or due to discreditable circumstances, such Fire Fighter may, with the approval of the Mayor, receive the rate in the salary schedule corresponding to the step rate received at the time of separation and shall subsequently serve thereat for at least such period as is normally required for advancement to the next higher step or salary rate.

ARTICLE 41. APPOINTMENT TO VACANCY.

When the City fills a vacancy in the Fire Department the following priorities shall apply in the order listed:

1. Reinstatement list - Consisting of Fire Fighters separated from a position in that class due to layoff or other cause not the fault of the Fire Fighter. Fire fighters shall be reinstated to the class in the reverse order of layoff from that class including Fire Fighters placed on reinstatement lists in accordance with Article 40.

2. The City may then select from any of the following:

a. Reemployment List - Fire fighters previously separated at their volition, in good standing.

b. Voluntary Demotion.

c. If a position is not filled through reinstatement, demotion, or re-employment the City shall fill the position from a civil service eligible list in the following manner:

(a) The Director shall forward a copy of the appropriate class specification to the Civil Service Commission, with a request for certification of the names of the three highest ranking persons on the appropriate eligible list. If any person with a given numerical rating is certified from an eligible list, then any or all other persons with that identical rating shall also be certified and may be appointed under this Section consistent with and pursuant to Civil Service Rule 28.

(b) The Director may also request from the Commission further information relating to the persons certified and to their application, examination or certification process.

(c) If any person so certified fails to accept appointment to the position, that person shall be removed from the list and the name of the person next highest on the appropriate eligible list shall be certified. The Civil Service Commission may retain on the eligible list the name of a person who refuses an appointment only upon that person's request and for just cause. The Director may request removal from the list of the name of a person who does not qualify for or meet a requirement of the position. The Civil Service Commission shall grant such request and certify the name of the next highest ranking eligible on the list, if the person so removed does not actually qualify or meet requirements.

(d) If more than one vacancy is to be filled from an eligible list, the Director may request certification of an additional name for the second and each subsequent vacancy.

(e) If less than three names appear or remain on the eligible list, the Mayor may either request that the Commission establish a new eligible list, or may

accept a certification of less than three names.

(f) If a person certified for appointment from an eligible list is rejected or passed over twice, the Mayor may request removal of the person from that eligible list. The Civil Service Commission may deny such request upon the basis of the person's qualifications.

(g) After a certification, the Director shall select a committee of at least three persons to evaluate the persons certified. No one from the bargaining unit shall be an evaluator.

(h) After consultation with the involved department or bureau head and the committee, the Director shall forward the names of all persons certified and recommendations to the Mayor, who shall make the final appointment.

(i) The City shall notify each eligible certified for a vacancy of the appointment and the appeal rights available hereunder. If not appointed, the highest ranking eligible for each vacancy may appeal his rejection to the Civil Service Commission by filing a written notice of appeal within five (5) days after receipt of the notice of appointment. The Commission shall hear the appeal within (5) days of the filing of the notice of appeal. The City and the individual appointed shall also be notified of the hearing and be given an opportunity to be heard. The person filing the appeal shall have the burden of proving that the Mayor's appointment was arbitrary, capricious or a clearly unwarranted abuse of discretion. If the Commission sustains the appeal, the appointment shall be vacated and the appellant shall be appointed to the position by the Mayor pursuant to the decision of the Commission retroactive to the date of the original appointment.

(j) The Commission shall render its decision within five (5) days after the hearing which shall be final and binding subject only to judicial review pursuant to Rule 106, C.R.C.P.

3. Open Examinations

(a) For vacancies existing in 2017 and thereafter, Civil Service examination for the Emergency Medical Officer classification shall initially only be open to Fire Fighters who meet the qualifications for such classification ("Internal List"). If no applicant passes the examination or is otherwise certified or if all eligibles are removed from the Internal List, the Mayor may request certification of a new eligible list composed of qualified candidates from outside City employment ("External List"). Upon receipt of such request, the Civil Service Commission shall create the External List, and the Civil Service examination shall only be open to those applicants who are not Fire Fighters and who meet the qualifications for such classification. If the External List was created because no applicant passed the examination for the Internal List or no applicant was otherwise certified for the Internal List, such External List shall expire six (6) months from the date of the certification of such External List. If the External List was created because all eligibles were removed from the Internal List, such External List shall expire upon the date the Internal List was originally scheduled to expire.

(b) For vacancies existing in 2018 and thereafter, Civil Service examination for the Fire Engineer classification shall initially only be open to Fire Fighters who meet the qualifications for such classification ("Internal List"). If no applicant passes the examination or is otherwise certified or if all eligibles are removed from the Internal list, the Mayor may request certification of a new eligible list composed of qualified candidates from outside City employment ("External List"). Upon receipt of such request, the Civil Service Commission shall create the External List, and the Civil Service examination shall only be open to those applicants who are not Fire Fighters and who meet the qualifications for such classification. If the External List was created because no applicant passed the examination for the Internal List or no applicant was otherwise certified for the Internal List, such External List shall expire in six (6) months from the date of the certification of such External List. If the External List was created because all eligibles were removed from the Internal List, such External List shall expire upon the date the Internal List was originally scheduled to expire.

ARTICLE 42. RATE OF PAY ON DEMOTION.

When a Fire Fighter is demoted from a position in one class to a position in another class having a lower pay grade, his rate of pay shall be determined as follows:

Section 1. When a Fire Fighter is demoted because of failure to satisfactorily complete a probationary period in a promotional position, his pay rate shall be reduced to the step in the pay grade he had been promoted from which he would be eligible for had he not been promoted.

Section 2. When a Fire Fighter is demoted because of layoff procedures, his rate of pay in the class to which he is demoted shall be the step in the pay grade nearest to, but not exceeding, that of his rate of pay in the higher class, provided funds are available in the case of layoff. In the event funds are not available, his rate of pay shall be the highest step that can equitably be paid to all Fire Fighters similarly affected by the layoff. The Mayor, with the approval of the City Council, may approve for such Fire Fighter a salary rate equivalent to the salary rate he received at the time of his demotion.

Section 3. When a Fire Fighter is demoted due to unsatisfactory performance from a position in one class to a position in a lower class, his rate of pay shall be reduced at least one (1) step below the rate of pay he was receiving in the higher class, and shall be reduced to a step within the pay grade for the class to which he is demoted.

Section 4. When a Fire Fighter is voluntarily demoted from a position in one class to a position in a lower class at his own request, the pay rate may remain the same provided it does not exceed the maximum step of the pay grade for the lower class.

ARTICLE 43. RECLASSIFICATION.

If a position is reclassified, the incumbent shall remain in the reclassified position if the Director, with the approval of the Mayor, determines that he is qualified to perform the duties of the reclassified position.

If the Director determines that the incumbent lacks the qualifications for the reclassified position, the incumbent shall, with the approval of the Mayor, be:

- (a) transferred if a vacancy exists in another position in the same class, or
- (b) promoted, if a vacancy exists for which such Fire Fighter is eligible as a result of examination, or
- (c) laid off and placed on a reinstatement list for the class or position for which he is qualified, or
- (d) demoted, or
- (e) allowed to replace another employee in accordance with Article 50.

ARTICLE 44. REPORTING CHANGES IN DUTIES; RECLASSIFICATION.

Section 1. Any Fire Fighter or the Union may file a written request for classification review of his position at any time. The request shall be filed with the Fire Chief who shall forward the request to the Director of Personnel within ten days with his comments and recommendations.

Section 2. The Director of Personnel shall act on any request involving an individual position within thirty days, and on any request involving several positions as promptly as possible, but not more than ninety days, after receipt of such request. The Director shall not reclassify any position or group of positions without the approval of the Mayor.

Section 3. The Director may, at any time, consistent with Section 4 review a position or positions to insure proper classification.

Section 4. Neither the City, a Fire Fighter, nor representatives of either may request a review for a position which has been reviewed within the previous six months.

ARTICLE 45. APPEAL FROM CLASSIFICATION OR RECLASSIFICATION.

Written notice of classification, reclassification, or allocation of positions shall be given by the Director to the Mayor, Fire Chief, affected Fire Fighters, and Union, at least thirty days before such action shall become effective. Within ten days of receipt of said notice or failure of the Director to take such action, the Fire Chief, affected Fire Fighter(s) or Union may request a hearing thereon before the Civil Service Commission pursuant to Chapter 12 of Title VI of the Code of Ordinances and Section 8-4 of the City Charter. Within ten days after conclusion of the hearing the Civil Service Commission shall order whether such action shall be sustained or rejected.

ARTICLE 46. VACANCIES.

Section 1. Unless the Mayor declares, as herein provided, that the requirements of the service demand that such position remain open, a vacancy shall exist whenever the number of positions established by the budget exceeds the number of Fire Fighters in such positions. Vacancies shall be filled as soon as the Director can certify to the department head as provided in Article 41. The Mayor may, upon written notice to the Director, determine that a position shall remain open for a period not to exceed one hundred eighty-five (185) days. During the time the position is declared open, the eligible list pertaining to that position shall remain frozen and no new list established until action is taken on such position. When a position that has been held open is filled, such position shall be filled by a person named on the appropriate eligible list that was in effect on the date the Mayor declared such position open, even if that person's eligibility has otherwise expired.

Section 2. When a vacancy occurs in any promotional classification, the vacancies, if any, created in all lower classes due to promotional appointments created by appointment to fill such vacancy shall be filled from the eligible lists for all lower classes which were in effect on the date on which the vacancy was created in the higher class. This does not pertain to entry level firefighter positions, and will in no event freeze the current promotional lists.

ARTICLE 47. STRIKES - DISRUPTION OF SERVICE.

It is hereby declared to be the public policy of the City of Pueblo since it has accorded to the members of the classified service of the Fire Department all rights of labor other than the right to strike or organize any work stoppage, slowdown or mass absenteeism, therefore, Fire Fighters shall not strike, or organize any work stoppage, slowdown or mass absenteeism during the term of this Agreement.

ARTICLE 48. INTENT OF THIS AGREEMENT.

The intent and purpose of this Agreement is to establish agreed upon wages, hours, terms and conditions of employment for all Fire Fighters in the bargaining unit represented by the Union, which wages, hours, terms and conditions of employment shall be set as forth in this Agreement for the term of this Agreement unless changes are mutually agreed upon between the City and the Union.

ARTICLE 49. PROMOTIONAL EXAMINATION REQUIREMENTS.

The City of Pueblo reserves the right to establish such minimum job descriptions (specifications) and education, experience and service requirements to determine eligibility for civil service testing and appointment for entry level Fire Fighters, as it deems appropriate. Any ordinance in conflict with such right to establish minimum requirements for entry level Fire Fighters shall, insofar as same may be applicable to Fire Fighters, be deemed repealed and be of no force or effect.

The following minimum service requirements shall be a prerequisite to Civil Service Fire Department promotional examinations:

(1) For Fire Prevention Inspector, two (2) years of service as a Fire Fighter with the City of Pueblo.

(2) For Fire Engineers, a minimum of two (2) years of service as a Pueblo Fire Fighter.

(3) For Emergency Medical Officer, a minimum of the EMT-I certification and two (2) years of service as a Pueblo Fire Fighter or a minimum of a Paramedic certification and at least three (3) years of continuous and successful experience in fire service. Notwithstanding any provision of this Agreement to the contrary, any person appointed to the position of Emergency Medical Officer who did not meet the foregoing service requirement of two (2) years as a Pueblo Fire Fighter shall be treated as an entrance appointment for purposes of rate of pay and probationary period.

(4) For Lieutenant, a total of five (5) years combined service in the Fire Fighter, Engineer, Fire Prevention Inspector or Emergency Medical Officer classification with the City and an ALS certification within 3 years of promotion which shall be a condition of employment in such classification.

(5) For Captain, a total of seven (7) years combined service with at least two (2) years of service in a promotional classification within the Fire Department and an ALS certification.

(6) For Assistant Chief, three (3) years of service as a Captain with the City of Pueblo.

The maximum number of seniority preference points which may be added to a passing score pursuant to Civil Service Rule 25 with respect to the foregoing Fire Department promotional examinations shall be seven and one half (7 ½).

The Department shall make a good faith effort to work with Civil Service on providing six (6) months prior notice of any change in a promotional reading list and the promotional examination dates and three (3) months prior notice of promotional reading list and examination date if no such change in the reading list.

ARTICLE 50. REPLACEMENT.

Any Fire Fighter laid off shall, with the approval of the Mayor, have the right to replace another Fire Fighter without prejudice to the right of either to reinstatement provided the following requirements are met:

(1) The Fire Fighter to be replaced occupies a class having the same or lower pay grade; and

(2) The Fire Fighter laid off has more total service in the class involved, together with service in a higher class or parallel class (engineer, fire medic, or fire prevention inspector) within the same line of promotion, than does the Fire Fighter to be replaced; and

(3) The Fire Fighter laid off is qualified for the duties of the lower class of position as determined by the Director; and

(4) The Fire Fighter to be replaced occupies a lower position in the line of promotion to the position from which the Fire Fighter has been laid off.

ARTICLE 51. DURATION OF AGREEMENT.

This Agreement shall be effective January 1, 2024, and all of its provisions shall remain fully effective through December 31, 2024 and may be extended by the City for two (2) successive one (1) year terms.

The decision to extend the term of this Agreement shall be made by the City Council on or before the 1st day of June 2024, or 2025, whichever the case may be. The extended term shall be upon the same terms and conditions, except that wages during each extended term shall be as provided or otherwise determined pursuant to Section 10.1 of the Agreement. If the City Council shall fail to extend the term of the Agreement as stated above, then either party may commence negotiations for a successor agreement by serving notice pursuant to the City Charter on or before June 21, 2024, or June 21, 2025, as the case may be.

ARTICLE 52. SAFETY.

Section 1. The City recognizes its responsibility to provide safe working conditions, and the Union recognizes its obligation to cooperate in the maintenance and improvement of those conditions.

Section 2. The City agrees to establish a safety committee consisting of a representative of the Union and a representative of the City.

Section 3. The safety committee will consider and make recommendations concerning safety problems. Recommendations will include technical supporting information where applicable.

Section 4. The safety committee shall convene within a reasonable time after a request for a meeting. Any request must indicate the subject to be taken up at the meeting. The City will submit a written position on safety matters raised by the Union within ten (10) days after the meeting.

Section 5. Whenever possible, Department personnel will implement safety recommendations of the Safety Committee.

ARTICLE 53. LIABILITY INSURANCE.

City will carry in at least the minimum amounts set forth in the Colorado Governmental Immunity Act malpractice liability insurance covering Fire Fighter/EMT'S while acting in their capacity as an employee of the City and while licensed by the State of Colorado.

ARTICLE 54. SMOKE FREE WORKPLACE.

In accordance with City Council Resolution No. 7157, smoking by any member of the bargaining unit is prohibited in all public buildings which are owned, leased or controlled by the City of Pueblo, except in designated smoking areas, if any, located in restaurants operated under concession or management agreements with the City.

For purposes of this agreement, the parties understand and agree that Fire Fighters are prohibited from smoking: (a) in any fire department vehicle at any time; and (b) in any fire station or fire department building except in those station truck rooms which are equipped with a ventilation system which ventilates such truck room separately from the remainder of the station.

ARTICLE 55. DEATH AND DISABILITY PLAN.

During the term of this Agreement, the City shall pay, on behalf of all Fire Fighters hired after January 1, 1997, the state-mandated contribution for death and disability coverage pursuant to C.R.S. § 31-31-811 (4).

ARTICLE 56. RANDOM DRUG TESTING.

The City and the Union agree to establish a committee consisting of representatives of the Fire Union, the Police Union, and the City. The committee shall meet, when requested by one of the parties, to study, consider and make recommendations to the parties regarding drug-testing programs for public safety employees. The consultations and recommendations of the committee shall not be subject to the grievance/arbitration procedure of this Agreement and shall not be binding upon any of the parties.

ARTICLE 57. MATERNITY, PATERNITY, AND PARENTAL LEAVE.

Section 1. If a Fire Fighter is eligible to take leave under the Family and Medical Leave Act (FMLA), such leave shall be granted in accordance with the provisions of FMLA with respect to either the birth, adoption or bonding with a child following birth or adoption. Such leave shall be subject to the following:

FMLA Maternity Leave – leave shall be granted in accordance with FMLA and shall be treated as a qualifying health condition of the Fire Fighter for the purposes of medical leave for the birth of a child and then subsequently for post-partum bonding with the child.

A Firefighter taking FMLA leave for the purpose of maternity leave may use sick, vacation and personal holiday leave to cover the absence but must exhaust available paid leave prior to going into an unpaid FMLA leave status.

FMLA Paternity Leave - leave shall be granted to an eligible Fire Fighter in accordance with FMLA for the purpose of bonding with the child following birth.

FMLA Parental Leave – leave shall be granted to an eligible Fire Fighter in accordance with FMLA for the purpose of bonding with an adopted child.

A Firefighter taking FMLA leave for the purpose of paternity or parental leave may elect to use up to three (3) weeks of sick leave prior to using accrued vacation or personal holiday leave for this purpose. However, the Fire Fighter must exhaust all accrued vacation and/or personal holiday leave prior to going into an unpaid FMLA leave status. The Family Care Act provides the same leave provisions for those who are in a domestic partnership or civil union as defined in section 14-15-103(5) C.R.S.

All requests for leave under FMLA must be submitted through the City's Human Resources Department.

Consistent with FMLA, a Fire Fighter who takes FMLA leave for the birth, adoption and/or subsequent bonding time with a child shall return to the job assignment from which he/she took leave for this purpose at the conclusion of the FMLA leave.

Section 2. If a Firefighter is ineligible for leave under the Family and Medical Leave Act, maternity, paternity and parental leave shall be granted for the purpose of giving birth and/or bonding with the Fire Fighter's child. Such leave shall be granted equally in the case of an adopted child. Such leave shall be subject to the following:

Maternity Leave – leave shall be granted upon provision of written documentation from the Fire Fighter's treating physician for the purpose of giving birth followed by post-partum bonding time with the child. Such leave shall not exceed twelve (12) weeks from the date of the child's birth.

A Firefighter taking maternity leave may use sick, vacation and personal holiday leave to cover the absence but must exhaust available paid leave prior to going into an unpaid leave status.

Paternity Leave – leave shall be granted at the time of childbirth, unless otherwise approved by the Chief in advance, and shall not exceed three (3) calendar weeks.

Parental Leave – leave shall be granted at the time of the adoption of a child, unless otherwise approved by the Chief in advance, and shall not exceed three (3) calendar weeks.

A Firefighter taking paternity or parental leave may elect to use up to three (3) weeks of sick leave prior to using accrued vacation or personal holiday leave for this purpose. The exhaustion of paid leave is required prior to going into an unpaid leave status.

ARTICLE 58. PARAMEDIC INCENTIVE.

Section 1. DEFINITIONS. As used in this Article the following terms shall have the following meaning:

(b) “Paramedic Program” shall mean a program of study approved by the City and offered by an institution separate from the City which provides all necessary instruction including clinical internship to obtain a Colorado state licensure as an EMT-Paramedic. Both the program and the institution offering the Program must be approved by the City.

(c) “Qualification Requirements” shall mean having a current Colorado EMT-Basic certificate, an EMT intravenous endorsement and having the present ability to successfully complete all pre-screening examinations and prerequisites and obtain approval by the institution offering the Paramedic Program.

Section 2. PARAMEDIC CERTIFICATION INCENTIVE.

(a) On an annual basis and for purpose of receipt of the Paramedic Incentive, the City shall accept voluntary applications from Fire Fighters who meet the Qualification Requirements and the purpose of the Paramedic Incentive. The purpose of the Paramedic Incentive shall be construed and applied consistent with the exception provided for under 29 C.F.R. 785.29, and the Paramedic Incentive is stipulated and acknowledged to be for the purpose of preparing an employee in the classification firefighter for advancement to a higher classification (“Purpose”). The selection of the applicants to receive the Paramedic Incentive shall be at the sole and absolute discretion of City; provided, however, preference shall be given to those applicants who would start the Paramedic Program prior to their third year of service with the City, and provided that such discretion shall not be exercised in an arbitrary and capricious manner.

(b) Subject to budget approval and appropriation by City Council, the City shall make available the Paramedic Incentive to two (2) applicants who meet the Qualification Requirements and the Purpose. The City may make the Paramedic Incentive available to additional applicants who meet the Qualification Requirements and Purpose but is not obligated to do so.

(c) Any applicant selected to receive the Paramedic Incentive shall receive the following benefits subject to the conditions and limitations herein set forth:

1. Upon receipt of an invoice from a City approved institution, the City will pay the actual costs of tuition and books invoiced by said institution and necessary for completion of the Paramedic Program.

2. Paid time off shall be granted to attend classroom instruction held during the employee’s regularly scheduled hours of work which are necessary for completion of the Paramedic Program and which classroom instruction could not

be scheduled other than during the Fire Fighter's regularly scheduled hours of work.

3. Field internship hours which cannot be completed on Fire Department apparatus shall be scheduled outside of the Fire Fighter's regular working hours; provided, however, paid time off will be granted to complete field internship hours in such circumstances and during the Fire Fighter's regularly scheduled hours of work, but such paid time off shall not exceed thirty-six (36) hours during any calendar week for completion of the field internship.

(d) If a Fire Fighter fails to comply with any requirement set forth in this Article or fails to timely and successfully complete any portion of the Paramedic Program including but not limited to completing the field internship within a period of six months of commencing the field internship or failure to pass the National Registry of Emergency Medical Technicians exam within ninety (90) days of class end date, such Fire Fighter shall be subject to removal from the Paramedic Program. The City shall give written notice of the basis for removal to the Fire Fighter. If the basis for removal remains uncorrected for a period of ten (10) days after City has given written notice, the Fire Fighter shall be deemed removed from the Paramedic Program without further notice to the Fire Fighter; provided, however, the Fire Fighter may file within said ten (10) days written documentation with the City establishing that the failure of the Fire Fighter to timely complete the Paramedic Program was the direct result of an unforeseen and extended leave of absence due to a medical condition or similar emergency. Any Fire Fighter who is unable to timely complete the Paramedic Program due to a qualifying unforeseen leave of absence shall not be obligated to repay the Reimbursement Amount because of such failure. Any Fire Fighter who is removed from the Paramedic Program or is unable to timely complete same due to a qualifying unforeseen leave of absence shall not be eligible to continue to receive the Paramedic Incentive, and City will have no obligation to continue to provide the Paramedic Incentive for such Fire Fighter.

(e) Each Fire Fighter approved to receive the Paramedic Incentive shall apply for the Colorado Opportunity Fund Stipend with respect to any tuition for the Paramedic Program. Any Fire Fighter who fails to apply for such Stipend shall be liable to and shall pay the City the amount of the Stipend. The amount of the Stipend may be deducted and/or set off by the City from any payment or amount owed by City to the Fire Fighter; provided such deduction and/or set off will not result in a wage payment less than the amount required by the applicable minimum wage and/or overtime requirement under the Fair Labor Standards Act of 1938, 29 U.S.C. §201, et seq.

(f) Any Fire Fighter receiving the Paramedic Incentive shall provide any and all documentation requested by City with respect to compliance with any condition or limitation related to the Paramedic Incentive.

Section 3. Union shall cooperate with the City in taking all actions necessary or appropriate to assure that any period of time expended by a Fire Fighter to complete the Paramedic Program which occurs outside the regularly scheduled hours of work of the Fire Fighter shall not constitute hours worked for purposes of overtime pay or compensatory time and to assure that any Fire Fighter prior to applying for the benefit is

aware and understands that any such hours shall not constitute hours worked for purposes of overtime pay or compensatory time.

Section 4. As a condition of receiving the Paramedic Incentive, each Fire Fighter approved to receive the Paramedic Incentive shall execute the Paramedic Incentive Reimbursement Agreement in the form attached to this Agreement and labelled Exhibit 1. The parties stipulate, acknowledge and agree that the costs of the Paramedic Incentive and the amount of the reimbursement obligation (the "Reimbursement Amount") to be set forth in the attached Exhibit 1 is \$13,000, and said amount shall be subsequently increased in like percentage by any percentage increase in the base wage paid the firefighter classification for each year after 2019. The Reimbursement Amount which may become due the City under the Paramedic Incentive Reimbursement Agreement may be deducted and/or set off by City from any payment or amount owed by City to the Fire Fighter; provided such deduction and/or set off will not result in a wage payment less than the amount required by the applicable minimum wage and/or overtime requirement under the Fair Labor Standards Act of 1938, 29 U.S.C. §201, et seq.

Entered into this _____ day of _____, 2023.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3

By _____
President

By _____
Secretary

CITY OF PUEBLO

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attorney for IAFF Local No. 3

EXHIBIT 1

PARAMEDIC TRAINING REIMBURSEMENT AGREEMENT

This PARAMEDIC TRAINING REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 20__, by and between Pueblo, a municipal corporation ("City") and _____ ("Employee").

WHEREAS, City and the International Association of Fire Fighters Local 3 have entered into a Collective Bargaining Agreement which provides an incentive to employees to achieve and maintain a Paramedic certification subject to and conditioned upon the employee entering into this Agreement.

WHEREAS, Employee has voluntarily applied for and desires receipt of the incentive subject to the limitations and requirements set forth in Article 58 of the Collective Bargaining Agreement between the City and the International Association of Fire Fighters Local 3 ("CBA").

WHEREAS, the costs and expenses to the City of providing and paying for the incentive are significant and the City will be unable to recoup and/or receive the benefit of such costs and expenses where the Employee prematurely leaves the employment of the City or fails to obtain and maintain a Colorado State licensure as an EMT-Paramedic.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions herein set forth, City and Employee agree as follows:

1. As used in this Agreement, the following terms shall have the following meanings:

"Liquidated Credit" means twenty percent (20%) of the Reimbursement Amount for each year of service after the date the Employee successfully completes the Paramedic Program and is licensed by the State of Colorado as an EMT-Paramedic. By way of example, the Liquidated Credit for an employee who completes three years of service but not four years of service after obtaining an EMT-Paramedic certificate would be sixty percent (60%) of the Reimbursement Amount.

"Paramedic Program" and "Paramedic Incentive" shall have the same meanings as are set forth in the CBA.

"Reimbursement Amount" means \$_____ as calculated in accordance with the CBA.

2. Employee shall receive the Paramedic Incentive subject to the limitations and requirements set forth in the CBA and conditioned upon the employee entering into this Agreement.

3. If the Employee is removed from the Paramedic Program pursuant to terms of the CBA within the first 6 months of entering the program, the Employee shall be liable to the City and obligated to pay the City the actual costs of books and tuition and said amount shall become immediately due and payable upon the date the Employee is removed from the Paramedic Program.

4. If the Employee is removed from the Paramedic Program pursuant to terms of the CBA after the first 6 months, the Employee shall be liable to the City and obligated to pay the City the Reimbursement Amount, and said amount shall become immediately due and payable upon the date the Employee is removed from the Paramedic Program.

5. In the event the Employee completes the Paramedic Program but fails to keep and maintain Employee's licensure with the State of Colorado as an EMT-Paramedic, Employee shall be liable to the City and obligated to pay the City the Reimbursement Amount less any Liquidated Credit, and said amount shall become immediately due and payable upon the date the Employee no longer has a valid paramedic certification issued by the State of Colorado.

6. In the event the Employee terminates employment with the City, Employee shall be liable to the City and obligated to pay the City the Reimbursement Amount less any Liquidated Credit, and said amount shall become immediately due and payable upon the date of such termination. This article shall not apply to members whom terminate employment due to disability or normal retirement.

7. Any amount of the Reimbursement Amount which becomes due the City may be deducted and/or set off by City from any payment or amount owed by City to Employee; provided such deduction and/or set off will not result in a wage payment less than the amount required by the applicable minimum wage and/or overtime requirement under the Fair Labor Standards Act of 1938, 29 U.S.C. §201, et seq.

8. Employee shall be liable to and will pay City for all collection expenses, court costs and reasonable attorney fees which may be incurred in the collection of any Reimbursement Amount which may become due and payable under this Agreement. 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.

Executed and effective the day and year first above written.

CITY

EMPLOYEE

Mayor

Print Name: _____

AMENDMENT TO THE COLLECTIVE
BARGAINING AGREEMENT

This amendment to the collective bargaining agreement ("Amendment") is executed this 26th day of August, 2019, by and between Pueblo, a municipal corporation ("City"), and International Association of Fire Fighters Local No. 3 ("Union") (collectively the "Parties").

WHEREAS, City and Union are parties to a collective bargaining agreement commencing January 1, 2019 and ending December 31, 2019 ("Labor Agreement").

WHEREAS, the Parties are interested in transitioning from a fully-insured to a self-funded health insurance plan ("Self-Funded Health Benefit Plan").

WHEREAS, in order to proceed with such transition, City desires and Union is willing to agree to certain terms and conditions which will be applicable to such Self-Funded Health Benefit Plan.

NOW THEREFOR, in consideration of the foregoing and the mutual covenants herein contained, the Parties stipulate, acknowledge and agree as follows:

1. If the City elects after consultation with the Union to transition to a Self-Funded Health Benefit Plan to be available in calendar year 2020 and thereafter, the following terms and conditions shall govern such plan, shall bind the Parties and shall supersede any conflicting or inconsistent provision of the Labor Agreement:

- a. Plan Design. If a Self-Funded Health Benefit Plan is provided to covered employees of Amalgamated Transit Union Division No. 662 ("Transit"), the City, Transit, Pueblo Association of Government Employees, International Brotherhood of Police Officers Local 537 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of five (5) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits.

Alternatively, if a Self-Funded Health Benefit Plan is not provided to covered employees of Transit, the City, Pueblo Association of Government Employees, International Brotherhood of Police Officers Local 537 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of four (4) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; provided, however, if no majority vote is cast or if the

plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits.

- b. **Premiums and Contributions.** Premiums shall be determined by City based upon the recommendation of City's insurance broker consultant, the plan design chosen pursuant to above Subsection 1.a., and the funding level acceptable to City. Employees who are eligible and select an offered plan shall pay the cost of any applicable premium by payroll deduction subject to the contributions herein provided. The City shall pay 95% of the actual premium for an individual policy per month. The City shall pay 78% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees. If the employee elects coverage under a PPO option, if offered, the City's contribution to payment for such PPO shall be in the same dollar amount as if the employee had elected coverage under the HMO Tier 1 option for the same coverage tier. If an employee elects coverage under a high deductible health plan with Health Savings Account ("High Deductible HSA"), if offered, the City's monthly contribution for the High Deductible HSA shall be One Hundred Dollars (\$100.00) per month less than monthly contribution required for the City's HMO Tier 1 plan, at the same coverage tier, and the City will contribute Sixty Six Dollars and 67 Cents (\$66.67) per month to each employee's health savings account under such High Deductible HSA.
- c. **Self-Funded Contracts and Documents.** All contracts, programs and documents necessary to transition to and administer the Self-Funded Health Benefit Plan shall be determined and selected by City including but not limited to all costs and expenses of administrations, any third-party administration, if selected, stop loss policy, if selected, HIPAA privacy and security policies, and plan administration policies and procedures.
- d. **Plan assets.** All assets of the Self-Funded Health Benefit Plan, including but not limited to premiums, reserves and reimbursements, shall be the property of the City to be used solely for providing benefits for enrolled employees and assuring funding of the Self-Funded Health Benefit Plan at a risk level acceptable to City.

2. For calendar year 2020, the Union waives any present or future right, contingent or otherwise, that it may have to negotiate any change to the terms and conditions of this Amendment in any successor collective bargaining agreement. The intent and purpose of the foregoing waiver is that the Self-Funded Health Benefit Plan available in calendar year 2020 shall be subject to and governed by the terms and conditions of this Amendment, and this Amendment shall be construed and applied consistent with such intent and purpose. Notwithstanding the foregoing, the City shall not be prohibited or otherwise limited by this Amendment from asserting or otherwise maintaining in any future negotiation of a successor collective bargaining agreement that any term or condition of this Amendment is not a mandatory subject of bargaining.

3. To the extent the parties negotiate a successor contract to the Labor Agreement which provides for extension of the collective bargaining agreement in calendar year 2021 or 2022 and if the City provides a Self-Funded Health Benefit Plan in calendar year 2020 and if the City does so elect to extend the term of such successor collective bargaining agreement for calendar year 2021 or 2022, the Union may commence negotiations after receipt of notice of such election with respect to the terms and conditions of this Amendment by serving notice pursuant to Section 8-14, City Charter, on or before June 20, 2020 or June 20, 2021, as applicable. If the Union exercises such option to open negotiations with respect to the terms and conditions of this Amendment, no other provision of the collective bargaining agreement shall be opened for negotiations.

4. With respect to any provision relating to determining plan design during any subsequent calendar year negotiation for a successor collective bargaining agreement after 2020, including any reopening as set forth in above Section 3, the parties expressly stipulate and agree that the then current provisions for determining plan design shall govern the method and manner in which the plan design is selected for the following calendar year even though such provisions may be amended in the successor agreement.

5. Should the City elect to discontinue the Self-Funded Health Benefit Plan, the provisions of the Labor Agreement applicable to a fully-insured health benefit plan shall be reinstated.

6. Union expressly stipulates, acknowledges and agrees that City is materially relying upon the faithful performance of each and every provision of this Amendment, and without this Amendment, including each and every provision, the City would not consider proceeding with a transition from a fully funded health insurance plan to a Self-Funded Health Benefit Plan.

7. This Amendment represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings with respect to the subject matter of this Amendment. This Amendment may be amended only by an instrument in writing signed by the Parties. If any provision of this Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment shall continue in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

8. This Amendment shall be construed in accordance with and governed by the laws of the State of Colorado.

9. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. The persons signing this Amendment on behalf of Union represent and warrant that such parties and Union have the requisite power and authority to enter into, execute, and deliver this Amendment and that this Amendment is a valid and legally binding obligation of Union enforceable against Union in accordance with its terms.

Executed at Pueblo, Colorado, the day and year first above written.

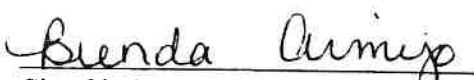
UNION
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL NO. 3

By 
President
By 
Secretary

CITY
Pueblo, a municipal corporation

By 
Mayor

ATTEST:


City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE AMENDING SECTION 12 OF CHAPTER 3 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE FOR THE PURPOSE OF ELIMINATING THE DISTANCE RESTRICTION CONTAINED IN SECTION 44-3-313(1)(D)(I), C.R.S., WITH RESPECT TO LODGING AND ENTERTAINMENT LIQUOR LICENSES ON PREMISES LOCATED IN THE THUNDER VILLAGE BUSINESS DISTRICT NEAR THE CAMPUS OF COLORADO STATE UNIVERSITY - PUEBLO

SUMMARY:

Attached for consideration is a text amendment to Section 12 of Chapter 3 of Title XI of the Pueblo Municipal Code, eliminating distance restrictions for Lodging & Entertainment liquor licenses in the Thunder Village Business District.

PREVIOUS COUNCIL ACTION:

Pueblo Municipal Code Section 11-3-12 has been amended in various instances to eliminate or reduce statutory distance restrictions for liquor licensed businesses.

BACKGROUND:

Pursuant to C.R.S. § 44-3-313(1)(d)(I), an application for a liquor license cannot be received or acted upon if the proposed building is located within five hundred (500) feet of any school. This restriction does not apply to businesses that were already licensed before the school opened. A municipality may also by ordinance eliminate or reduce the distance restriction per C.R.S. § 44-3-313(1)(d)(III). The City has previously chosen to alter certain distance restrictions as set out in Pueblo Municipal Code § 11-3-12. The "Thunder Village Business District" is covered by subsection (c) thereof and already eliminates the distance restriction for Hotel and Restaurant liquor licenses. Interested parties have requested that the exemption be expanded to include Lodging & Entertainment liquor licenses, in order to facilitate the development of new businesses in the Thunder Village Business District.

Thunderzone and Lobo's Tacos are currently located in the district and have Hotel and Restaurant liquor licenses. Aside from the proximity of Colorado State University-Pueblo, two schools have also opened within five hundred (500) feet of the businesses in the district.

The proposed ordinance amends Pueblo Municipal Code § 11-3-12 and adds an exception from the five hundred (500) foot distance restriction in the Thunder Village Business District for Lodging & Entertainment liquor licenses.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, Pueblo Municipal Code § 11-3-12 will not be amended and an exception will not be created in the Thunder Village Business District for Lodging & Entertainment liquor licenses.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10542

AN ORDINANCE AMENDING SECTION 12 OF CHAPTER 3 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE FOR THE PURPOSE OF ELIMINATING THE DISTANCE RESTRICTION CONTAINED IN SECTION 44-3-313(1)(D)(I), C.R.S., WITH RESPECT TO LODGING AND ENTERTAINMENT LIQUOR LICENSES ON PREMISES LOCATED IN THE THUNDER VILLAGE BUSINESS DISTRICT NEAR THE CAMPUS OF COLORADO STATE UNIVERSITY – PUEBLO

WHEREAS, pursuant to Section 44-3-313(1)(d)(I), C.R.S., the Colorado Liquor Code generally prohibits the issuance of any type of liquor license if the building in which liquor is to be sold is located within five hundred (500) feet of the principal campus of any school, college, or university; and

WHEREAS, the Colorado Liquor Code allows the governing body of a municipality to eliminate or reduce such distance restriction for various liquor licenses pursuant to Section 44-3-313(1)(d)(III), C.R.S.; and

WHEREAS, interested parties affected by this ordinance have requested the modification and elimination of the distance restriction in the manner set forth herein, and such request is not unreasonable nor contrary to the public good; NOW, THEREFORE,

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

(brackets indicate matter being deleted, underscoring indicating matter being added)

SECTION 1.

Section 11-3-12 of Chapter 3 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-3-12. - Distance from schools or colleges.

(a) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the five-hundred-foot distance limitation contained in Section 44-3-313(1)(d)(I), C.R.S., is hereby reduced to two hundred (200) feet, provided that this distance reduction shall apply only to bona fide hotel and restaurant businesses, which maintain at least five (5) sleeping rooms for the accommodation of guests and have meals available for consumption at all times when the facility is open to the public.

(b) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the five-hundred-foot distance limitation contained in Section 44-3-313(1)(d)(I), C.R.S., is hereby eliminated, provided that the elimination of this distance restriction shall apply only to bona fide beer and wine, hotel and restaurant, tavern, brew pub, club, arts, vintner's restaurant, and distillery pub liquor licensed businesses located within the Downtown Business District, which shall be defined as the area beginning at the intersection of W 13th and N Elizabeth St., east along centerline of W 13th St. to the center of Interstate 25; thence south along the

center of existing or future Interstate 25 to the northern edge of the railroad lines at an approximate location of 38° 15'48.369" N, 104° 36'18.691" W. Thence SW along the northern edge of the railroad to a point on the top of the Arkansas River levee at an approximate latitude and longitude of 38° 15'38.319" N, 104° 36'57.711" W; thence NW along the top of the levee to an approximate location of 38° 15'50.625" N, 104° 37'11.123" W; thence NE at 43 degrees for a distance of ~2139 ft. to the centerline of N Elizabeth St. at approximately 38° 16'4.9" N, 104° 36'51.34" W; continuing north along the centerline of N Elizabeth St. to the point of beginning at the intersection of W 13th St. and N Elizabeth St. (Map attached as Exhibit A.)

(c) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the five-hundred-foot distance limitation contained in Section 44-3-313(1)(d)(I), C.R.S., is hereby eliminated for: (1) a Hotel and Restaurant Class Liquor License to serve the Occhiato University Center located upon the Campus of Colorado State University-Pueblo, 2200 Bonforte Boulevard, Pueblo, CO 81001; (2) a Hotel and Restaurant Class Liquor License to serve the Neta and Eddie DeRose Thunderbowl located upon the Campus of Colorado State University-Pueblo, 2301 Rawlings Blvd, Pueblo, CO 81001; and (3) Hotel and Restaurant and Lodging and Entertainment Liquor Licensed[licensed] businesses located within the Thunder Village Business District, which shall be defined as the area beginning at the intersection of Troy Avenue and future Roma Way; thence north along the centerline of existing or future Troy Avenue to future Stadio Way; thence west along the centerline of future Stadio Way to the eastern boundary and property line of the parcel occupied by the landmark known as the Thunderbowl; thence south and then west along the eastern and southern boundaries and property lines of the parcel occupied by the landmark known as the Thunderbowl to the eastern boundary and property line of the Campus of Colorado State University-Pueblo; thence south along the eastern boundary and property line of the Campus of Colorado State University-Pueblo to future Roma Way; thence southwest along the centerline of future Roma Way to the point of beginning at the intersection of Troy Avenue and Roma Way.

(d) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the five-hundred-foot distance limitation contained in Section 44-3-313(1)(d)(I), C.R.S., is hereby eliminated for a Tavern Class Liquor License to serve the College Center Building including curtilage up to one hundred (100) feet from said building located upon the campus of Pueblo Community College, 900 W. Orman Avenue, Pueblo, CO 81004.

(e) Any license granted under the provisions of this Section shall also be subject to all other applicable provisions of state and local law.

(f) The grant or denial of any application under this Section shall remain within the authority and discretion of the Liquor and Beer Licensing Board.

SECTION 2.

The officers and staff of the City are directed and 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 thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.



President of City Council

Action by the Mayor:

☒ Approved on August 31, 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: August 28, 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 COOPERATIVE AGREEMENT BETWEEN THE CITY OF PUEBLO ON BEHALF OF THE PUEBLO POLICE DEPARTMENT, THE PUEBLO COUNTY DEPARTMENT OF HUMAN SERVICES, THE PUEBLO COUNTY SHERIFF'S OFFICE, AND THE 10TH JUDICIAL DISTRICT ATTORNEY'S OFFICE WITH RESPECT TO THE INVESTIGATION OF CHILD ABUSE AND NEGLECT CASES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The cooperative agreement under consideration sets out the responsibilities of the respective agencies agreeing thereto when it becomes necessary for inter-agency cooperation during child abuse and neglect investigations.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Investigations with respect to child abuse and neglect often involve complex investigations that necessitate a cooperative response by law enforcement and child protection authorities. That being the case, the goal of the cooperative agreement is to foster cooperative joint-decision making while also improving the lines of communication between the participating agencies. This agreement will also provide guidance as to the responsibilities of each agency when joint investigations occur.

FINANCIAL IMPLICATIONS:

This Ordinance does not create any additional financial obligations.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Council can choose to reject the agreement as written, leaving no cooperative agreement in place.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. Pueblo Law Enforcement MOU final 7.25.23

ORDINANCE NO. 10543

AN ORDINANCE APPROVING AND ACCEPTING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF PUEBLO ON BEHALF OF THE PUEBLO POLICE DEPARTMENT, THE PUEBLO COUNTY DEPARTMENT OF HUMAN SERVICES, THE PUEBLO COUNTY SHERIFF'S OFFICE, AND THE 10TH JUDICIAL DISTRICT ATTORNEY'S OFFICE WITH RESPECT TO THE INVESTIGATION OF CHILD ABUSE AND NEGLECT CASES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Cooperative Agreement between the City on behalf of the Pueblo Police Department, the Pueblo County Department of Human Services, the Pueblo County Sheriff's Office, and the 10th Judicial District Attorney's Office, having been approved by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Cooperative Agreement on behalf of the City of Pueblo, and the City Clerk shall 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 to implement the policies and procedures described therein.

SECTION 4.

This Ordinance shall become effective upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.



President of City Council

Action by the Mayor:

☒ Approved on August 31, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

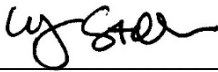
☐ Council did not act to override the Mayor's veto.

☐ 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

COOPERATIVE AGREEMENT BETWEEN
PUEBLO COUNTY DEPARTMENT OF HUMAN SERVICES,
PUEBLO POLICE DEPARTMENT,
PUEBLO COUNTY SHERIFF'S OFFICE, AND THE 10TH JUDICIAL DISTRICT ATTORNEY'S OFFICE

This Agreement is entered into by and between the Pueblo County Department of Human Services (hereinafter "Pueblo County Department of Human Services", "PCDHS" or the "Department") and the Pueblo Police Department, Pueblo County Sheriff's Office, and the 10th Judicial District (hereinafter "Law Enforcement").

WITNESS

WHEREAS, Colorado law encourages cooperation between local departments of Human Services and local Law Enforcement; and

WHEREAS, from time to time, Pueblo County Department of Human Services and Pueblo Law Enforcement have the responsibility to investigate allegations of child abuse and neglect; and

WHEREAS, the parties hereto desire to memorialize their cooperative arrangement in an effort to assist one another within the confines of the law; and

WHEREAS, by custom, Pueblo County Department of Human Services has taken the prime responsibility to investigate child abuse and neglect cases, and the parties affirmatively state that this Agreement is not intended to change this custom; and

WHEREAS, while each of the undersigned professionals and agencies have specific responsibilities in the treatment, protection, and investigation of children, it is acknowledged that the multidisciplinary team approach on matters of child abuse and neglect is a more positive approach to the ultimate resolution of the problems related to these most difficult situations; and

WHEREAS, the purpose of this agreement is to enhance the ability of agencies, organizations, and individuals to implement coordinated efforts in dealing with children and families involved in child abuse and neglect,

NOW THEREFORE, the parties agree as follows:

PROTOCOL FOR COOPERATION

Child abuse and neglect are community problems requiring a cooperative response by law enforcement and child protection. In order to enhance the inter-disciplinary approach and protect the children of Pueblo County, the following has been agreed upon by the Pueblo County Department of Human Services, hereafter known as ("Department"), the Pueblo Police Department, the 10th Judicial District Attorney's Office, and the Pueblo County Sheriff's Office. This Agreement is not meant to supersede each Agency's current policies and procedures for the investigation of child abuse and neglect cases. The goal of this Agreement is to define the lines of communication between agencies that will result in cooperative, joint decision-making. This Agreement sets forth the respective roles and responsibilities in joint investigations and allows for special requests by one agency for assistance from another agency.

Child abuse reporting laws allow reports to both Law Enforcement and PCDHS. This makes cooperation essential to assure prompt action, protection for the child and the responses required by law. The decision regarding who investigates a suspected child abuse/neglect case shall be made jointly by the referring agency and the receiving agency. A joint investigation may also be requested by the receiving agency if there is a determination of that need.

I. Joint Review and Investigation

A. All child abuse and/or neglect concerns should be made to the hotline. PCDHS has an assigned worker on call twenty-four hours per day, seven days per week. Once the hotline call is made, the law enforcement officer may reach out directly to PCDHS staff to begin planning action steps for an investigation, if the allegations reach the level of a joint investigation. Initial reports of sexual abuse, physical abuse and severe neglect are to be reviewed by the Department or

the law enforcement agency and a decision will be made by those agencies as to the need for a joint investigation. C.R.S. 19-3-307 requires reports of known or suspected child abuse or neglect made and shall be made immediately to the Department or the local law enforcement agency. C.R.S. 19-3-308 (4) (a) mandates that investigations of intra-familial abuse be conducted in conjunction with the local law enforcement agency, to the extent that a joint investigation is possible and deemed appropriate, and any other appropriate agency. C.R.S. 19-3-308 (5.3) (a) designates the local law enforcement agency as having primary responsibility for the investigation of abuse or neglect of a child by a third party. If the law enforcement agency determines that human services are necessary for the child, the agency may request assistance from the Department, forward a copy of its investigative report, and the Department shall immediately respond to the request for services or assistance as deemed appropriate by the Department, pursuant to C.R.S. 19-3-308 (5.3) (b).

Cases of minor and medium abuse/neglect will not require immediate referral to local Law Enforcement by the staff of PCDHS. All Cases of more severe nature require immediate contact with local Law Enforcement depending on jurisdiction.

All reports of suspected and/or confirmed child abuse/neglect shall be forwarded by the Department to the District Attorney's office and the local Law Enforcement agency in accordance with C.R.S. 19-3-307 (3) (a); 12 CCR 2509-2:7.104.15 (C). Law Enforcement will have access to a SharePoint folder. DHS will upload all reports of suspected and/or confirmed child abuse/neglect to the folder(s).

B. Reports that may require a review and joint investigation include:

1. Death of a child as a result of potential child abuse or neglect. Law enforcement may also coordinate investigations with the Coroner's Office
2. Moderate/medium to severe physical abuse by any parent, relative, caregiver, guardian, stepparent, spousal equivalent, boyfriend, girlfriend, and or other persons continuously in the child's home (excluding in home paid day care provider).
3. All serious head trauma injuries suspicious of abuse or neglect.
4. All injuries involving ruptured or damaged major organs, unexplained abdominal injuries, or other injuries consistent with non-accidental trauma.
5. All fractures, which are unexplained, multiple or in various stages of healing or where the reason given for the fracture is inconsistent with the injury.
6. All second or third-degree burns, all cigarette burns, and any other burns consistent with non-accidental trauma.
7. All other serious injuries, including serious bruising or injuries that constitute serious bodily injury as defined by C.R.S. 18-1-901, which are unexplained or inconsistent with the history provided.
8. Non-organic failure to thrive. (Growth failure usually caused by environmental neglect or stimulus deprivation, unlike organic failure to thrive which is most often caused by an acute or chronic physical disorder which inhibits growth)
9. Medical neglect that results in bodily injury, serious bodily injury, or death.
10. Sexual abuse by any parent, relative, caregiver, guardian, step-parent, spousal equivalent, boyfriend, girlfriend, and other persons consistently in the child's home.
11. Repeated law enforcement responses for domestic violence in the child's home.
12. Illegal drug activity in the child's residence.

13. Severe environmental neglect.
14. Suspected danger to county department investigators.
15. When a parent or guardian refuses access to the children by the Department or refuses to permit medical examinations of the children.
16. The need for placement or protective custody is not otherwise specified
17. Physical or sexual abuse in an institution or home day care, day care center, foster home, group home, residential child care facility or institution operation licensed by the Colorado State Department of Human Services.
18. Any other time one agency requires the assistance of the other.

C. In Joint investigations, generally, PCDHS will take the lead in interviewing the victim; and Law Enforcement will take the lead in interviewing the alleged perpetrator. Joint interviews shall be preceded by a planning session to outline the conduct of the interview prior to the investigation. However, some investigations will proceed according to a standard plan of action, while others will require a unique approach.

1. Once it has been determined that a joint investigation will be conducted the following procedures shall be followed:

a) The receiving agency will notify the other agency as soon as possible. Each agency will designate the people to be notified and phone numbers where they can be reached. Record checks will also be completed, and information shared when necessary, by the agencies involved.

b) The Department and the law enforcement agency will collaborate and determine the responsibilities for each. In a criminal investigation the law enforcement agency is the lead investigator, however child protection issues are the primary responsibility of the Department. Issues to be determined include, but are not limited to:

- (1) When to initiate the investigation
- (2) Where to conduct initial interviews (preferably Pueblo Child Advocacy Center for victim children).
- (3) The order of interviews.
- (4) Preservation of evidence.
- (5) Follow up referrals for child and non-offending parent.

c) The decision regarding removal of the children will be made by the Department in coordination with law enforcement and/or juvenile court judge or magistrate.

d) Pursuant to C.R.S. 19-3-308.5, every effort should be made to minimize the number of interviews conducted with a child witness or victim. If additional interviews are necessary to complete an investigation, efforts should be made to have the same interviewer perform them. A competent interviewer according to the standards adopted by the investigating agency must conduct interviews. Interviews should be videotaped when practical and such recordings shall be preserved as evidence in the

manner and for a period provided by law for maintaining such evidence. Law enforcement and the Department will exchange investigative reports.

e) If the child is placed by the Department, the Department will keep the law enforcement agency informed of the child's whereabouts and will inform the law enforcement agency of a contact person within the Department.

f) When a child has been treated for the suspected abuse or neglect injuries or is currently in the hospital, the law enforcement agency and the Department will consult with the treating physicians in order to obtain accurate medical information and additional family information.

g) Law enforcement or the District Attorney's office will notify the Department if criminal charges are filed naming a child in their custody as a victim, the Department will be included as a "victim notification: contact.

h) Law enforcement will notify the department when a child in Department custody is charged with a delinquent act.

2. Other Responsibilities of Investigators

a) All reports shall be investigated within statutory requirements. On reports where law enforcement is not available, child protection will intervene to maintain the safety of the children and the integrity of the investigation.

b) Department staff will be available 24 hours a day to respond to reports or make arrangements with law enforcement to investigate.

c) The alleged perpetrator will be interviewed by both agencies on all joint investigations of intra-familial reports and as requested by law enforcement on third party reports whenever possible.

d) If Department staff are unable to participate in the interview, caseworkers will be allowed to watch the interview whenever possible or have access to video or audio taped interviews.

e) If the alleged perpetrator refuses to be interviewed, the Department will notify the perpetrator of the allegations and document all efforts made to interview the alleged perpetrator.

f) This Agreement is approved with the understanding that all reports of abuse and neglect are unique and may require alternative procedures for completion of the investigation.

g) If custody of a child is obtained by the Department, Department staff is required to provide caregiver a Notice of Rights and Remedies pursuant to C.R.S. 19-3-212.

3. Cases Investigated by the Pueblo County Department of Human Services

a) There are certain cases where the Department will be the primary or sole agency investigating an allegation. The following are types of cases where a joint investigation will not be conducted, unless issues arise during the Department's investigation that indicates law enforcement participation is warranted:

(1) Fetal alcohol syndrome.

(2) Drug exposed infants.

- (3) Sexual abuse when the perpetrator is less than ten years of age.
- (4) Educational neglect.
- (5) Emotional abuse.
- (6) Children with mental health, development disability, or special needs issues.
- (7) Children in need of supervision.

4. Cases Investigated by Law Enforcement Without County Department of Human Services

a) Law enforcement is primarily responsible for investigating criminal cases. The law enforcement agency must forward reports of a child death to the Department, which in turn forwards it to the Colorado State Department of Human Services for tracking purposes. If, during the course of an investigation of third party abuse the law enforcement agency has reason to believe there may be other children at risk, they can request the assistance and involvement of the Department. Examples of these cases are listed below:

- (1) Third party physical abuse.
- (2) Third party sexual abuse, where the perpetrator is over ten, however if the perpetrator is a juvenile and resided with other children, the Department should be notified.
- (3) Physical or sexual abuse in a daycare home or center, foster home, group home, or institution not licensed by the Colorado State Department of Human Services.

5. Case Documentation/Reports

a) The Department will provide law enforcement access to information in the Department's case files, to the extent allowed by law and that is not otherwise subject to privilege or confidentiality protections, during an investigation of child abuse/neglect on the part of either law enforcement or a joint investigation. The Department shall make records available for law enforcement officials. Law enforcement shall contact the intake supervisor to request the necessary documentation. The Department will make every effort to have the information available within 24-72 hours of the request. In the event the Department is in need of a corresponding police report, the Department will direct the request of information to the appropriate contact at the law enforcement agency. Out of state custody orders are a function that may require Court intervention and oversight prior to the release of children into a parent's custody.

6. Upon Completion of the Joint Investigation:

- a) PCDHS will complete their investigation within 60 days from referral date. The assessment will either be closed or opened for services and transferred to an ongoing caseworker.
- (1) PCDHS shall be responsible for determining what measures are necessary for the protection of children, which may include, but not necessarily be limited to the removal of the child (ren) from the home, the filing of a Petition for Dependency and Neglect, and appropriate notification to the Court if removal has occurred.

- b) Law Enforcement determines criminal charges; this shall include the submission of the information to the District Attorney for disposition.

II. Intra-familial Abuse and Neglect

A. The Department is responsible for coordinating the investigation involving intra-familial abuse and neglect.

1. PCDHS shall be responsible for determining what measures are necessary for the protection of children, which may include, but not necessarily be limited to the removal of the child (ren) from the home, the filing of a Petition for Dependency and Neglect, and appropriate notification to the Court if removal has occurred.

a) When a kin provider has been identified and an emergency placement is necessary, the PCDHS will contact law enforcement to request an assessment on whether placement in a particular home would be lawful. In making an assessment, Law Enforcement will complete an NCIC/NCIS background check to determine whether the child is prohibited from the placement pursuant to state/federal law.

(1) When an emergency removal of a child is necessary and a kin/kin-like placement provider has been identified, PCDHS staff member will call PPD or PCSO who shall perform a NCIC/CCIC records check for every adult in the kin/kin-like home. The PPD or PCSO will inform the PCDHS only whether federal and/or state law prohibits such placement with no other information to be provided to the PCDHS. The parties hereto acknowledge active protection/restraining orders and/or convictions for certain crimes automatically prohibit placement including, but in no way limited to:

- (a) Child abuse, as specified in C.R.S. 18-6-401, C.R.S.
- (b) A crime of violence, as defined in C.R.S. 18 1.3 406(B)(I), C.R.S.
- (c) An offense involving unlawful sexual behavior, as defined in C.R.S. 16-22-102(9), C.R.S.
- (d) A felony, the underlying actual basis of which has been found by the court on the record to include an act of domestic violence, as defined in C.R.S. 18-6-800.3(1), C.R.S.
- (e) A felony involving physical assault or a drug-related offense, committed within the preceding five years.
- (f) Violation of a protection order, as described in Section 18-6- 803.5, C.R.S.
- (g) A crime involving homicide.
- (h) An offense in any other state the elements of which are substantially similar to the elements of any one of the offenses described in (a)-(g) above.

III. Third Party Abuse and Neglect

A. The law enforcement agency will be responsible for the coordination and investigation of all third-party abuse and neglect matters, as defined by statute, in conjunction with the Department, if appropriate. Third-party abuse or neglect cases investigated by Law Enforcement as provided in Section 19-3-308(5.3) (a) shall not require immediate notification to PCDHS (with the exception of institutional abuse or neglect). In such cases where law enforcement believes the safety and

protection of a child is at risk due to an act or omission on the care taker's part, the law enforcement agency shall refer to PCDHS. Law Enforcement shall refer to PCDHS any report of third-party sexual abuse in which the person allegedly responsible for such abuse is under 10 years old. Law enforcement will submit a copy of its investigative report to PCDHS to review for determination whether the information constitutes a case of confirmed child abuse and requires the report to be submitted to the states automated system if the case is substantiated.

IV. Amendments/Agreements

A. This Agreement may be amended or revised as agreed upon by the undersigned agencies. Notice of proposed changes to the main body of this Agreement must be submitted in writing and agreed upon by all identified agencies.

V. General Provisions of Cooperative Agreement

A. The intent of this Agreement is to clarify and enhance cooperation between agencies to protect children. It is recognized there may be differing opinions regarding some case decisions. In those cases, referral to supervisory levels would be appropriate. Child Protection teams also may be used for consultation, feedback, and direction regarding cases which have become problematic between agencies. The District Attorney may provide guidance as well.

The undersigned individuals representing their respective agencies have read this document and agree to implement the procedures as outlined.

BY: _____
Nick Gradisar, Mayor
City of Pueblo, Colorado

Date: _____

BY: _____
Tammy Torres, Director
Pueblo County Department of Human Services

Date: _____

BY: _____
Jeff Chostner, District Attorney
10th Judicial District Attorney's Office

Date: _____

BY: _____
David Lucero, Sheriff
Pueblo County, Colorado

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 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 2511 EAST 4TH STREET AND THREE PARCELS LOCATED NORTH OF 2511 EAST 4TH STREET FROM B-4, R-2, AND S-4 TO BP, BUSINESS PARK ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone the parcel addressed 2511 East 4th Street and the three parcels located north of 2511 East 4th Street, from B-4, R-2, and S-4 to BP, Business Park District to facilitate Summit Brick's new stone veneer manufacturing business.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting a rearrangement of property boundaries at 2511 East 4th Street to combine the three parcels north of this address (RPB-22-15).

BACKGROUND:

The rezoning site was originally developed in Pueblo County and was annexed into the City in 1966. Previous use of the site consisted of Donaldson Custom Auto and Cycle, which was an automotive and motorcycle repair shop. Summit Brick purchased the existing structure and three parcels to the north to establish a new stone veneer manufacturing business. The applicant intends to reuse the existing metal structure for the stone veneer manufacturing process and to store the finished materials in the unimproved land located north of the structure. According to the applicant, the proposed manufacturing use is not anticipated to create noise that will be audible from the properties located north and east of the site. Some noise may stem from equipment traffic and the moving of product in the outdoor storage area located north of the manufacturing building. Hours of operation for both the manufacturing and the movement of product will be limited to Monday through Friday from 7:00 a.m. to 5:00 p.m. and possibly on Saturday between 8:00 a.m. and 12:00 p.m. Manufacturing and

production as well as outdoor storage are permitted uses in the BP Zone District. However, the BP Zone District requires a minimum lot area of 20,000 square feet. Because of this, the applicant is also requesting a Rearrangement of Property Boundaries to combine the three parcels north of 2511 East 4th Street into one lot to meet the minimum size requirements for the proposed zone district. The BP Zone District also requires a 100-foot distance between a structure in a BP from an existing residential zone district. The existing metal structure is approximately 66-feet from a R-2, Single-Family Zone District located to the northeast. The applicant was granted a variance by the City Zoning Board of Appeals on April 25, 2023 for a variance from the 100-foot distance requirement. Previous use of the property was commercial/industrial in nature. All proposed manufacturing uses will be enclosed within the building and the storage yard to the north must be screened according to Section 17-4-5, (4), 9., of the Pueblo Municipal Code.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 8, 2023 Regular Meeting, voted 6-0 to recommend approval, (Commissioner Martinez absent) with the following conditions:

1. Eastwood Subdivision, Rearrangement of Property Boundaries, RPB-22-15 must be approved and recorded prior to City Council review and approval of the rezoning request.
2. The applicant must receive a variance from the 100-foot distance requirement for a structure in a BP Zone District to a residential zone district prior to City Council review and 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-22-22 Attachments

ORDINANCE NO. 10544

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE 2511 EAST 4TH STREET AND THREE PARCELS
LOCATED NORTH OF 2511 EAST 4TH STREET FROM B-4, R-
2, AND S-4 TO BP, BUSINESS PARK ZONE DISTRICT

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 B-4, R-2, and S-4 to BP, Business Park Zone District:

Commencing at the Southwest corner of Eastwood Subdivision, easterly along the southerly line of said Eastwood Subdivision a distance of 103.4 feet to the Southeast corner of parcel of land as described in Bk. 1237, Pg. 520 and the POINT OF BEGINNING;

THENCE continuing easterly along the southerly line of said Eastwood Subdivision, a distance of 56.6 feet to the westerly right-of-way line of Dry Creek Street as described in Bk. 1457, Pg. 563; THENCE Northerly along said westerly right of way line, a distance of 225 more or less to an angle point in Dry Creek Street; THENCE continuing Northerly along the centerline of Dry Creek Street, a distance of 150.00 to the easterly extension of the north line of Lot 1, Eastwood Subdivision RPB 22-15; THENCE Westerly along said North line and extension thereof, a distance of 160.00 feet to the Westerly line of Eastwood Subdivision; THENCE Southerly along said Westerly line, a distance of 255' to the Northwest corner of that parcel of land as described in Bk. 1241, Pg. 121; THENCE Southeasterly along the Northerly and Easterly line of said Bk. 1241, Pg. 121 and the Easterly line of that parcel of land as described in Bk. 1237, Pg. 520 to the POINT OF BEGINNING.

The above requested BP zoning contains 51,889 ft² (1.19 acre) more or less.

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 August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.



President of City Council

Action by the Mayor:

☒ Approved on August 31, 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

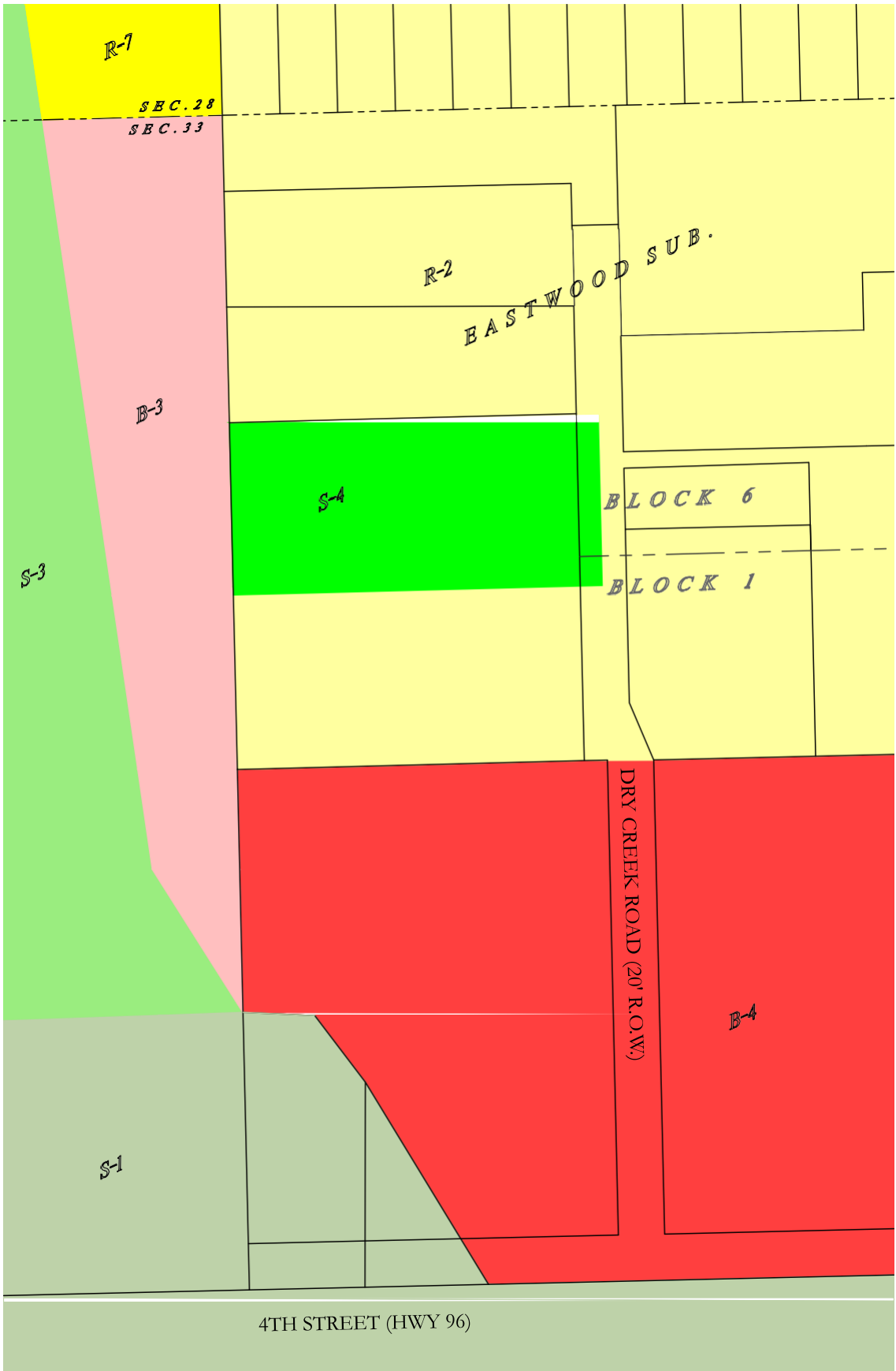
ATTEST



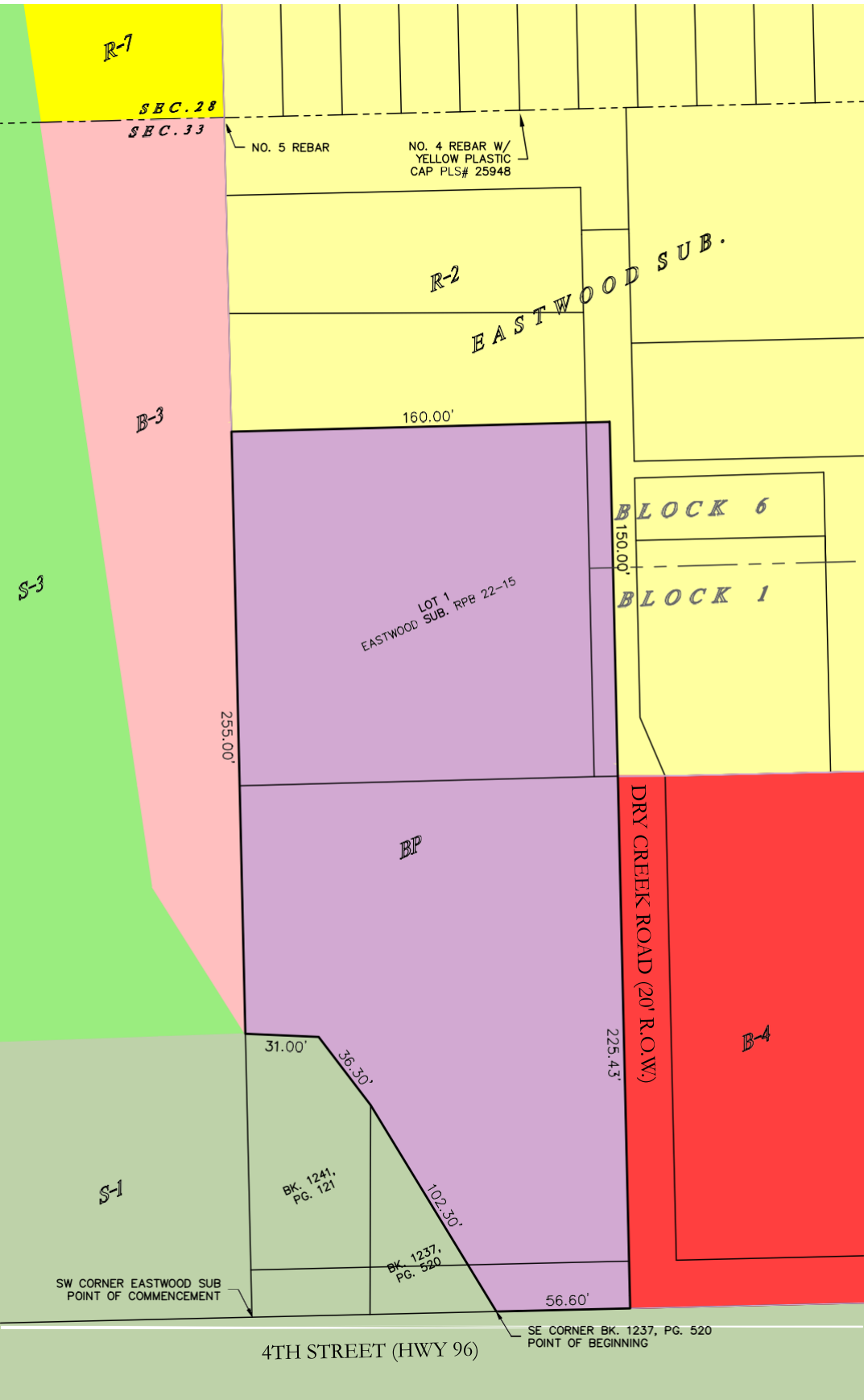
City Clerk

ZONE CHANGE

of a portion of Block 1 and Block 6,
Eastwood Subdivision
In Section 33, Township 20 South,
Range 64 West of the 6th P.M. in
Pueblo County, Colorado



EXISTING ZONING



REQUESTED ZONING

APPLICANT HEREBY REQUESTS: That the existing various zonings be changed to Business Park (BP) as shown and described hereon, to wit:

Commencing at the Southwest corner of Eastwood Subdivision, easterly along the southerly line of said Eastwood Subdivision a distance of 103.4 feet to the Southeast corner of parcel of land as described in Bk. 1237, Pg. 520 and the POINT OF BEGINNING;

THENCE continuing easterly along the southerly line of said Eastwood Subdivision, a distance of 56.6 feet to the westerly right-of-way line of Dry Creek Street as described in Bk. 1457, Pg. 563; THENCE Northerly along said westerly right of way line, a distance of 225 more or less to an angle point in Dry Creek Street; THENCE continuing Northerly along the centerline of Dry Creek Street, a distance of 150.00 to the easterly extension of the north line of Lot 1, Eastwood Subdivision RPB 22-15; THENCE Westerly along said North line and extension thereof, a distance of 160.00 feet to the Westerly line of Eastwood Subdivision; THENCE Southerly along said Westerly line, a distance of 255' to the Northwest corner of that parcel of land as described in Bk. 1241, Pg. 121; THENCE Southeasterly along the Northerly and Easterly line of said Bk. 1241, Pg. 121 and the Easterly line of that parcel of land as described in Bk. 1237, Pg. 520 to the POINT OF BEGINNING.

The above requested BP zoning contains 51,889 ft² (1.19 acre) more or less.

APPROVAL

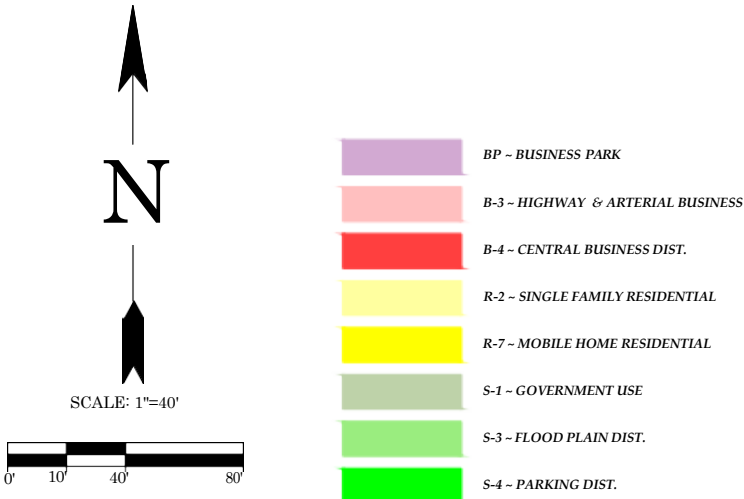
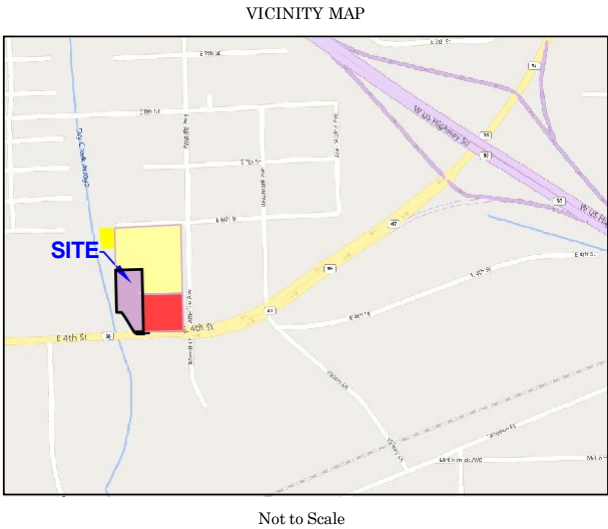
By: _____
Department of Planning & Community Development

By: _____
Director of Public Works

APPROVAL ATTESTED BY:

By: _____
Administrative Official

Date: _____



Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of certification shown hereon.

Title work provided by Land Title Guarantee Company, Old Republic National title Insurance Company, File No. PBC35059765-2, bearing an effective date of January 23, 2023 at 5:00 P.M.

Distances shown hereon are ground distances of the Colorado State Plane Coordinate System, South Zone, NAD83 US Ft. and utilize a combination scale factor of 1.0002466318.

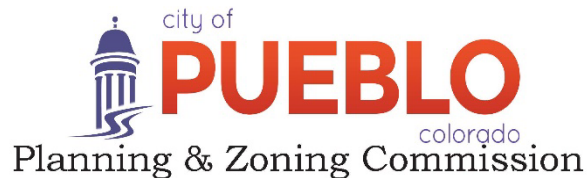
The area being affected by this REZONE REQUEST is 1.19 Ac. ±.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

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, March 8, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

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

MEETING CALLED TO ORDER

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

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

Commissioners Absent: Sarah Martinez

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

REGULAR AGENDA:

Public Hearing:

1. Z-22-22 Rezone: 2511 E. 4th St., approximately 1.08 acres to be rezoned from S-4, R-2 and B-4, to B-P, Business Park. Generally located north of E. 4th Street and west of Dry Creek Road.

Discussion: Principal Planner Beritt Odom provided Staff Report.

Public Hearing: Applicant and property owner Matthew Welte, President and CEO Summit Brick, was sworn in and testified in favor of the application.

- Laura Defalco, neighbor, was sworn in and inquired about additional traffic and dust from the proposed stone veneer manufacturing.
- Applicant, Matthew Welte, indicated that all traffic will enter through the southern portion of the site where the existing building is located and no additional traffic or dust is anticipated.

Commission Action: Bailey moved to approve the Rezone, seconded by Avalos with Staff Conditions 1 and 2.

Motion Passed: 6 - 0. Martinez Absent

Z-22-22

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: March 8, 2023

SUBJECT: Rezone from S-4, R-2, and B-4 to BP, Business Park District

APPLICANT: Matt Welte, Brick Solid Investments, LLC

PROPERTY OWNER: Brick Solid Investments, LLC

LOCATION: 2511 E. 4th Street

CONCURRENT REQUEST(S): RPB-22-15, 2511 E. 4th Street

REQUEST:

The applicant is requesting to rezone the parcel, developed with a metal structure, and addressed 2511 E. 4th Street, and the three parcels, located north of 2511 E. 4th Street, from B-4, R-2, and S-4, to BP, Business Park to facilitate Summit Brick's new stone veneer manufacturing business.

BACKGROUND AND ANALYSIS:

The rezoning site was originally developed in Pueblo County and was annexed into the City in 1966. Previous use of the site consisted of Donaldson Custom Auto and Cycle, which was an automotive and motorcycle repair shop. Summit Brick purchased the existing structure and three parcels to the north to establish a new stone veneer manufacturing business. The applicant intends to reuse the existing metal structure for the stone veneer manufacturing process and to store the finished materials in the unimproved land located north of the structure. According to the applicant, the proposed manufacturing use is not anticipated to create noise that will be audible from the properties located north and east of the site. Some noise may stem from equipment traffic and the moving of product in the outdoor storage area located north of the manufacturing building. Hours of operation for both the manufacturing and the movement of product will be limited to Monday through Friday from 7:00 a.m. to 5:00 p.m. and possibly on Saturday between 8:00 a.m. and 12:00 p.m.

Manufacturing and production as well as outdoor storage are permitted uses in the B-P Zone District. However, the B-P Zone District requires a minimum lot area of 20,000 square feet. Because of this, the applicant is also requesting a Rearrangement of Property Boundaries to combine the three parcels north of 2511 E. 4th Street into one lot to meet the minimum size requirements for the proposed zone district. The BP Zone District also requires a 100-foot distance between a structure in a BP from an existing residential zone district. The existing metal structure is approximately 66-feet from a R-2, Single-Family Zone District located to the northeast. The applicant intends to apply for a variance from the 100-foot distance requirement. Previous use of the property was commercial/industrial in nature. All proposed manufacturing uses will be enclosed within the building and the storage yard to the north must be screened according to Section 17-4-5, (4), 9., of the Pueblo Municipal Code.

CHARACTER AND COMPATIBILITY WITH THE NEIGHBORHOOD:

Site Character: 2511 E. 4th Street is currently developed with a one story metal building, the three parcels to the north are unimproved and enclosed with a chain link fence. The property was originally subdivided and developed in Pueblo County, please refer to the legal description on the zoning exhibit.

Neighborhood Compatibility:	North	R-2, Single-Family Residential District, undeveloped
	East	R-2, Single-Family Residential District, developed with single-family residences.
		B-4, Central Business District, auto sales and towing.
	South	S-1, Government Use District, E. 4 th Street.
	West	S-3, Flood Plain District, Arroyo and drainage.

Comprehensive Plan:

The area proposed to be rezoned is designated as Commercial Mixed-Use by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Commercial Mixed-Use land uses are generally located adjacent to I-25 and local highways to provide large-format retail and personal services. According to the plan a mix of commercial, employment, and service oriented uses that serve adjacent neighborhoods and the broader region are appropriate. Infill and redevelopment is encouraged to revitalize underutilized areas. The current surrounding neighborhood is an eclectic mix of some single-family homes to the north and east, Trinity Life Center Church to the south, multiple salvage yards to the southwest, a building supply business, and the City’s proposed East Side Fire Station to the southeast.

The proposed rezoning to facilitate the reuse of a vacant building for manufacturing and production of stone veneer is similar to the previous auto repair and autobody use, as well as the building supply company located southeast of the subject site.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

❑ **Minimum lot size and area:**

Minimum lot size in the BP is 20,000 square feet. The property addressed 2511 E. 4th Street is approximately 21,967 sq. ft., which meets the minimum size requirements for the BP Zone District. An application for a rearrangement of property boundaries, for the north three parcels, was submitted concurrent with the rezoning request and will combine the existing lots and parcels into one 22,500 square foot lot, meeting the minimum 20,000 square foot lot size. The rezoning will not be forwarded to City Council for review and approval until the rearrangement of property boundaries is complete and recorded.

❑ **Lot coverage:**

The B-P Zone District allows a maximum lot coverage of 50-percent. Existing lot coverage is 36-percent for 2511 E. 4th Street. According to the application, the three parcels to the north, which are currently being rearranged into one lot, will remain unimproved with zero percent lot coverage.

❑ **Zone District Performance Standards:**

The B-P Zone District Performance Standards (Sec. 17-4-5) provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood and are described in detail below:

1. Noise from industrial, commercial, or business activity shall comply with Section 11-1-607 of this Code applicable to light industrial zone districts, provided that if located within three hundred (300) feet of a residential zone district the industrial or business activity shall comply with Section 11-1-607 this Code applicable to commercial zones.

- ❑ Sec. 11-1-607 states, among other items, that the maximum permissible noise levels as measured 25-feet from the property line of the subject property shall not exceed 55 decibels (db(A)) between 7:00am and 7:00pm and shall not exceed 50 decibels between 7:00pm and 7:00am.
- ❑ The proposed manufacturing facility must comply with all noise regulations, the applicants indicated that onsite operations would cease by 5:00 p.m. daily.

2. No vibrations resulting from any industrial, commercial, or business activity shall be measurable at the outer boundaries of the lot.

- ❑ The proposed manufacturing facility must not produce vibrations.

3. No odors resulting from any industrial, commercial, or business activity shall be discernible at the outer boundaries of the lot.

- ❑ The proposed manufacturing facility must not emit discernible odors.

4. No observable smoke shall be emitted from the parcel.
 - ❑ The proposed manufacturing facility must not produce observable smoke.
5. No dust or dirt resulting from any industrial, commercial, or business activity shall be discernible beyond the outer boundaries of the lot.
 - ❑ The proposed site must be developed to prevent dust and dirt from being discernible beyond the property lines.
6. No noxious gases resulting from any industrial, commercial, or business activity shall be discernible beyond the outer boundaries of the lot.
 - ❑ The manufacturing facility must not release noxious gases discernible from the property boundary.
7. No glare or heat generated from any industrial, commercial, or business activity shall be discernible beyond the outer boundaries of the lot.
 - ❑ The manufacturing facility shall not generate heat or glare.
8. No use that would cause interference with or disrupt utility service including, without limitation, electrical, cable, television, or telecommunications services to surrounding properties shall be allowed.
 - ❑ The manufacturing facility shall not disrupt utility service.
9. Outside storage of debris, rubbish, materials, supplies and equipment shall be enclosed on all sides by a screening wall or solid fence at least six (6) feet, but no more than ten (10) feet, in height. Neither debris, rubbish, materials, supplies nor equipment shall be stacked or stored to a height exceeding the height of the screening wall or fence.
 - ❑ The manufacturing facility shall comply with outdoor storage standards.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

- 1) Further the goals and objectives of the comprehensive land use plan, or
 - The rezoning and proposed manufacturing use may be interpreted as furthering the goal of promoting redevelopment of an existing industrial site.
- 2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
 - Not Applicable
- 3) Show that there was a mistake or error made in the original zoning of the property.
 - Not Applicable

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application.

- The application contains the required information.

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

A statement of the facts which the applicant believes justify the amendment:

- According to the applicant, the “Business Park zoning will conform with the previous use of the property as Donaldson Custom Auto and Cycle and will conform with the current use of the surrounding properties that have the business of A-1 towing, Southwest Homes, and Tom’s Auto Salvage.”

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.

- According to the applicant, all manufacturing processes will be enclosed in the existing metal structure, no noise will be discernible from the property line. The applicant stated that some noise may stem from the outdoor storage yard use, located north of the manufacturing site. Operations within the yard will be limited to 7:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 a.m. to noon on Saturday. The BP Zone District prohibits negative externalities, and the applicant must conform to those standards.

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation

- A zoning exhibit was provided by the applicant.

A statement of the proposed time schedule for beginning and completion of development.

- The application states that site development will occur within three months of the rezoning approval.

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- According to the application, “Summit Brick has been a locally owned and operated manufacturing company in Pueblo since 1902. It has the economic responsibility and capability of expanding it’s manufacturing into stone veneer. Summit Brick has been a good member of the Pueblo business community providing quality jobs, city and county tax revenues, and the economic impact of its business activities stay within the local economy.”

RCOMMENDED ACTION:

If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate with the following conditions:

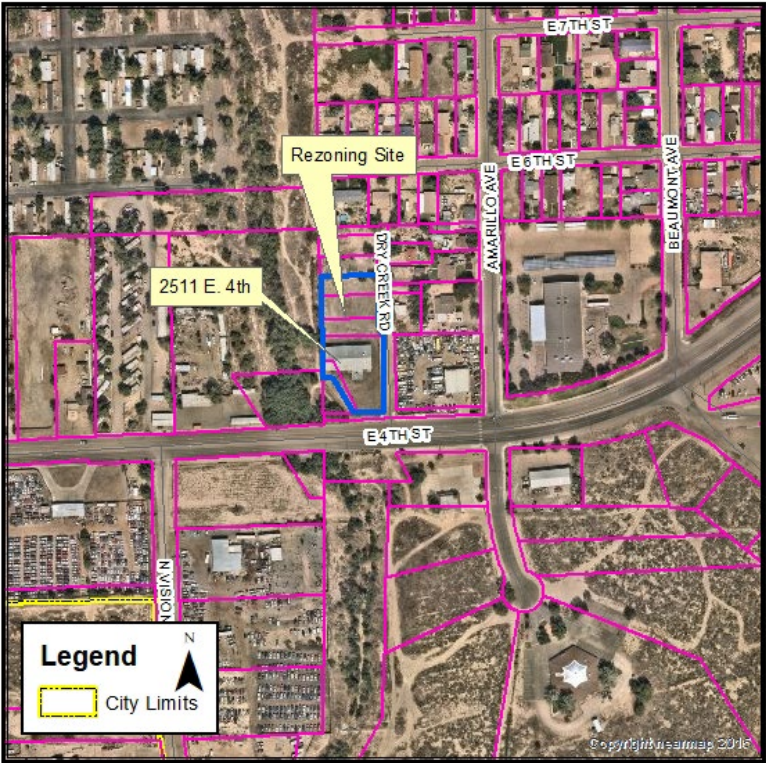
1. Eastwood Subdivision, Rearrangement of Property Boundaries, RPB-22-15 must be approved and recorded prior to City Council review and approval of the rezoning request.
2. The applicant must receive a variance from the 100-foot distance requirement for a structure in a BP Zone District to a residential zone district prior to City Council review and approval.

REFERRAL AGENCIES AND COMMENTS:

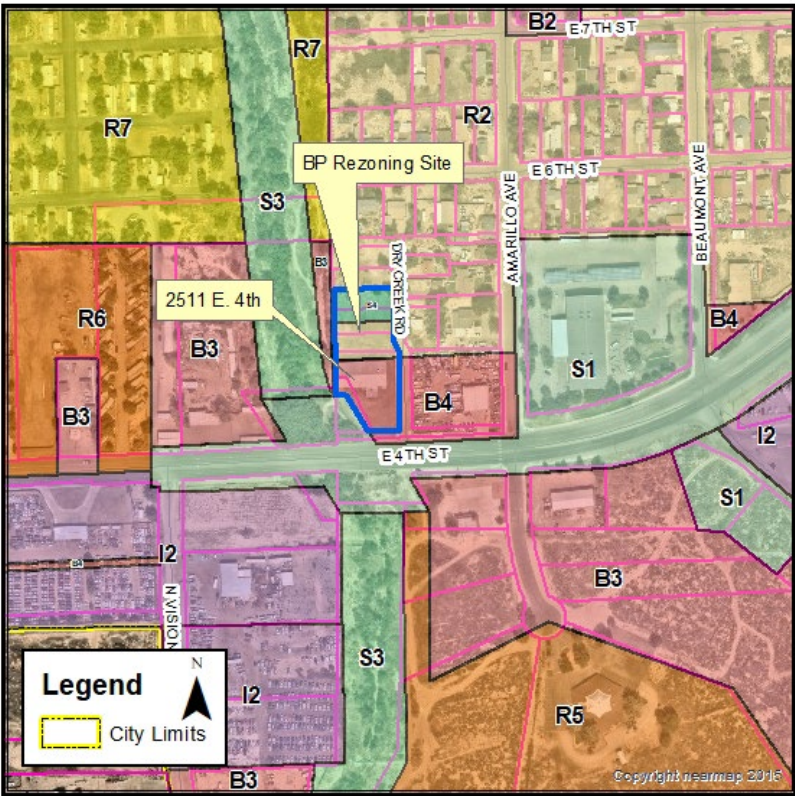
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

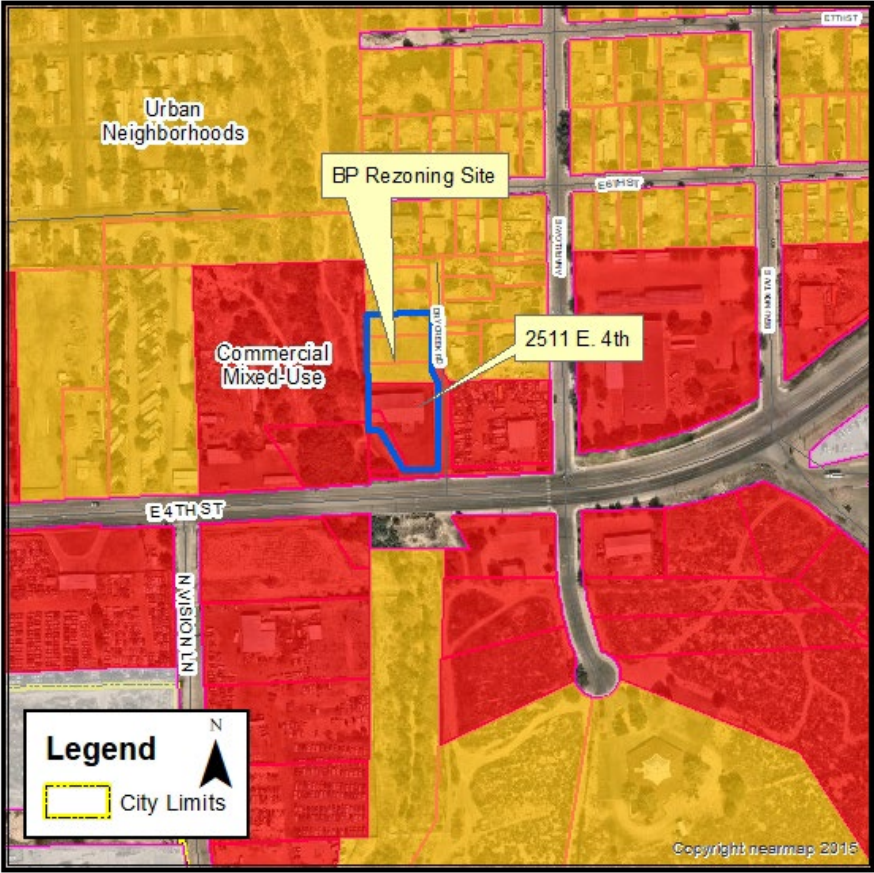
- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit and Application



A. Aerial



B. Zoning



C. Comprehensive Plan



D. Public Notice looking north from E. 4th Street



D. 2511 E. 4th Street looking north from Dry Creek Rd.



D. Southern portion of the 2511 E. 4th Street parcel looking north from Dry Creek Rd.



D. Three parcels located north of 2511 E. 4th Street, looking north from Dry Creek Rd.



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 (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Brick Solid Investments, LLC	
Company: Same	
Address: 601 E 13th Street, Pueblo, CO	Zip: 81001
Phone: () 719-542-8278	Email: mrwelte@summitbrick.com
Applicant	
Name: Matt Welte	
Company: Brick Solid Investments, LLC	
Address: 601 E 13th Street, Pueblo, CO	Zip: 81001
Phone: () 719-542-8278	Email: mrwelte@summitbrick.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Julie Troutt	
Company: Colorado Land Surveyors, Inc.	
Address: 184 S. Tiffany Dr., Ste. 106 Pueblo West, CO	Zip: 81007
Phone: () 719-542-9169	Email: socolandsurvey@gmail.com
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: 2511 E. 4th Street (address or general description)	
Parcel# 433004020, 433004003, 433004004, 433004005	
Legal Description: Portions of Blocks 1 and 6, Eastwood Subdivision (Lot 1 RPB 22-***)	
Subdivision: Eastwood	Acreage: 1.08 ac or 47,236 sf
Existing Zone District: S-4, R-2, B-4	Proposed Zone District: B-P

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): _____

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

Business Park zoning will conform with the previous use of the property as Donaldson Custom Auto & Cycle and will conform with the current use of surrounding properties that have the businesses of A-1 towing, Southwest Homes, and Tom's Auto Salvage.

Description of area surrounding proposed development:

Businesses of A-1 towing to the east, Southwest Homes to the west, Tom's auto salvage to the south, vacant land to the west with residential past the vacant land. There are also residential to the east that is north of A-1 towing

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.

Summit Brick plans to manufacture stone veneer at the location in the existing building. No new buildings are planned. Manufacturing will occur in the current building with material and product being stored outside in the north fenced area. There will be no environmental effects as the manufacturing will occur in the building, traffic effect will be minimal, and economic effect will be the addition of 4-5 jobs. Trash dumpster and storage area will be fenced and screened.

- ☐ 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: upon zoning approval

Estimated date for completion of project: 3 month from zoning approval

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

Summit Brick has been a locally owned and operated manufacturing company in Pueblo since 1902. It has the economic responsibility and capability of expanding its manufacturing into stone veneer. Summit Brick has been a good member of the Pueblo business community providing quality jobs, city and county tax revenues, and the economic impact of its business activities stay in the local economy.

- ☐ 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.

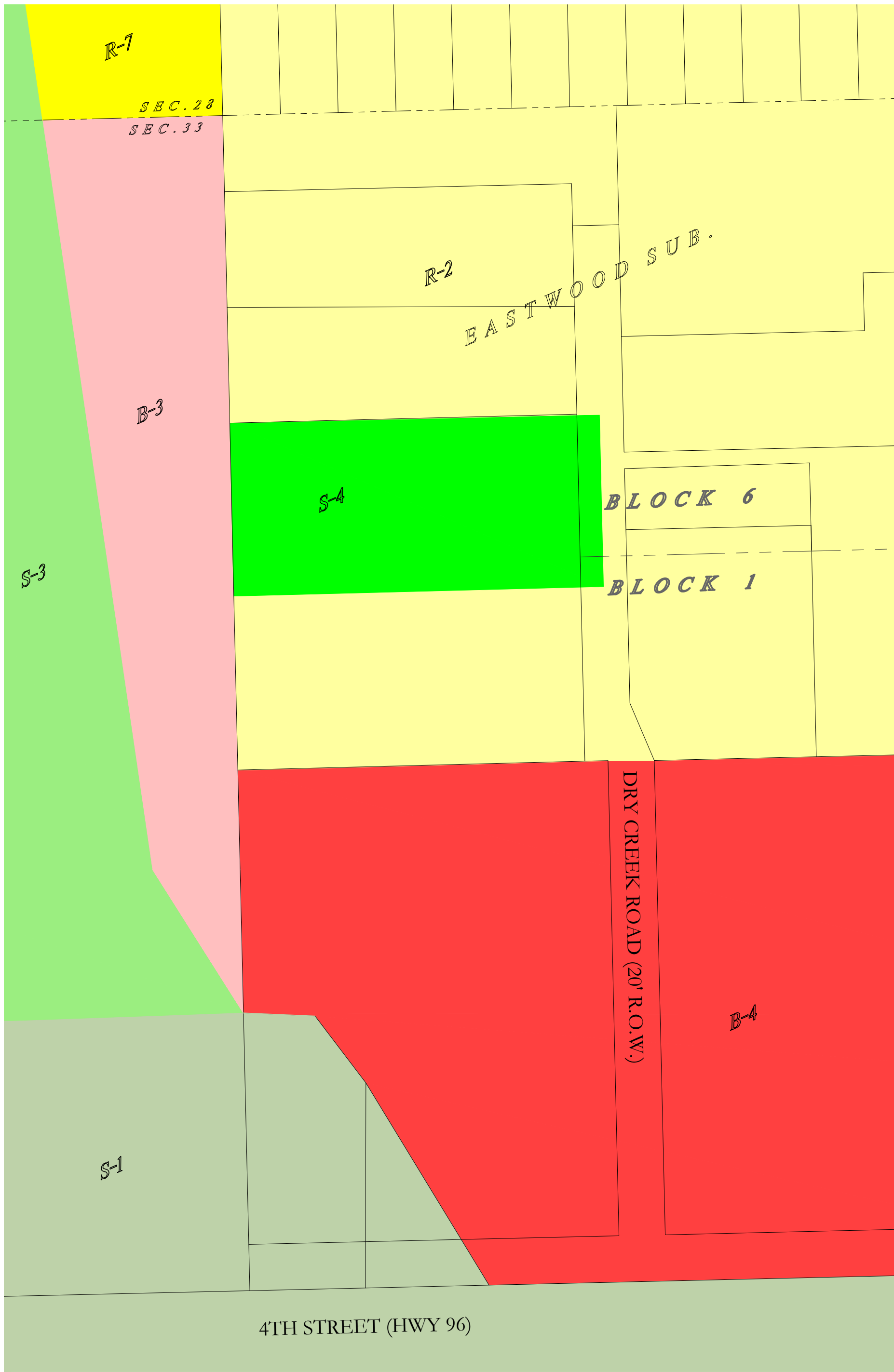
Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
	Hearing date:	☐ Approved ☐ Denied ☐ Approved w/conditions

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

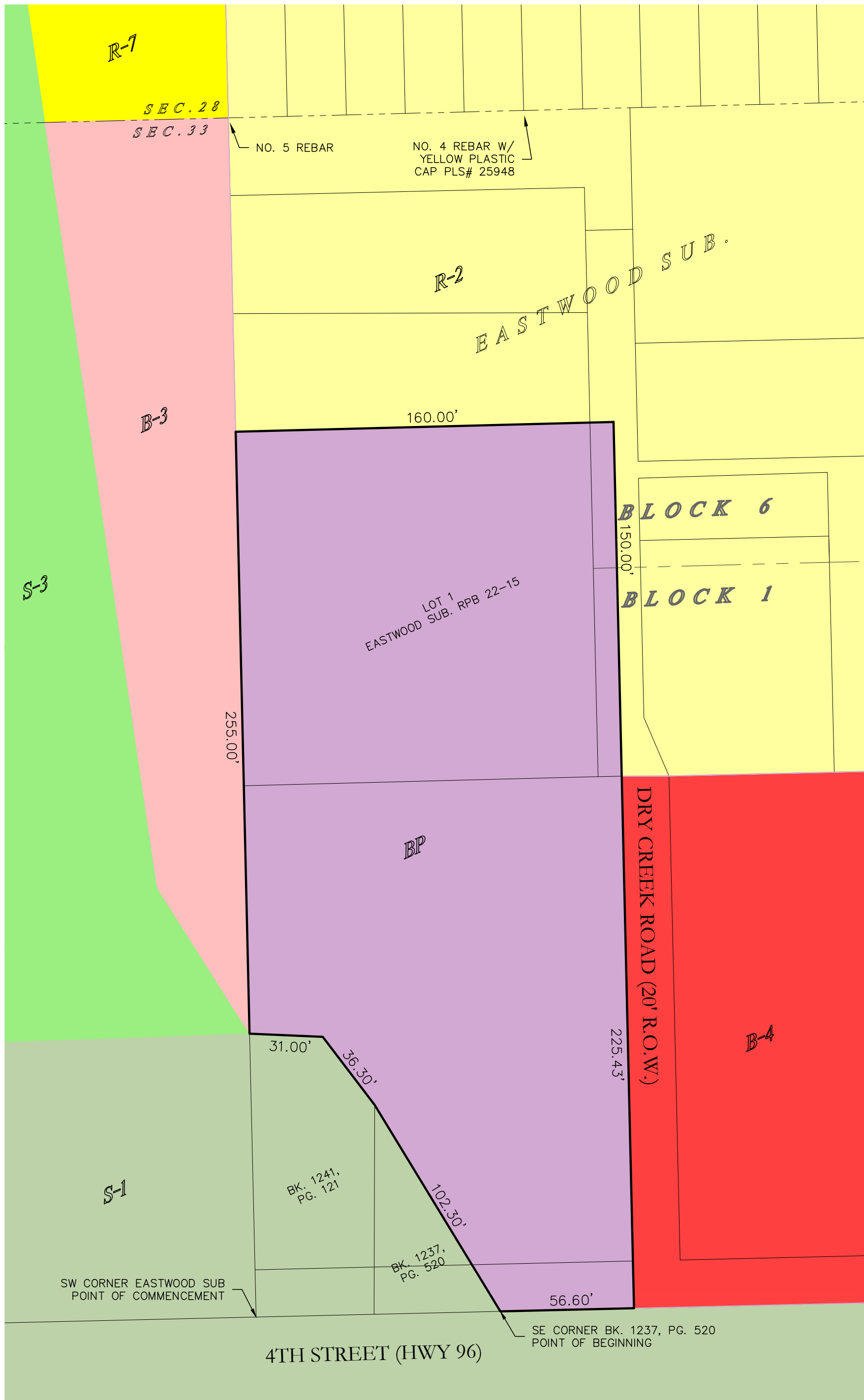
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner		
Print Name:	MATTHEW R WELTE, MEMBER BRICKS & CONCRETE INVESTMENTS, LLC	
Signature:	<i>Matthew R Welte</i>	Date: 12-1-2022
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

ZONE CHANGE
of a portion of Block 1 and Block 6,
Eastwood Subdivision
In Section 33, Township 20 South,
Range 64 West of the 6th P.M. in
Pueblo County, Colorado



EXISTING ZONING



REQUESTED ZONING

APPLICANT HEREBY REQUESTS: That the existing various zonings be changed to Business Park (BP) as shown and described hereon, to wit:

Commencing at the Southwest corner of Eastwood Subdivision, easterly along the southerly line of said Eastwood Subdivision a distance of 103.4 feet to the Southeast corner of parcel of land as described in Bk. 1237, Pg. 520 and the POINT OF BEGINNING; THENCE continuing easterly along the southerly line of said Eastwood Subdivision, a distance of 56.6 feet to the westerly right-of-way line of Dry Creek Street as described in Bk. 1457, Pg. 563; THENCE Northerly along said westerly right of way line, a distance of 225 more or less to an angle point in Dry Creek Street; THENCE continuing Northerly along the centerline of Dry Creek Street, a distance of 150.00 to the easterly extension of the north line of Lot 1, Eastwood Subdivision RPB 22-15; THENCE Westerly along said North line and extension thereof, a distance of 160.00 feet to the Westerly line of Eastwood Subdivision; THENCE Southerly along said Westerly line, a distance of 255' to the Northwest corner of that parcel of land as described in Bk. 1241, Pg. 121; THENCE Southeasterly along the Northerly and Easterly line of said Bk. 1241, Pg. 121 and the Easterly line of that parcel of land as described in Bk. 1237, Pg. 520 to the POINT OF BEGINNING.

The above requested BP zoning contains 51,889 ft² (1.19 acre) more or less.

APPROVAL

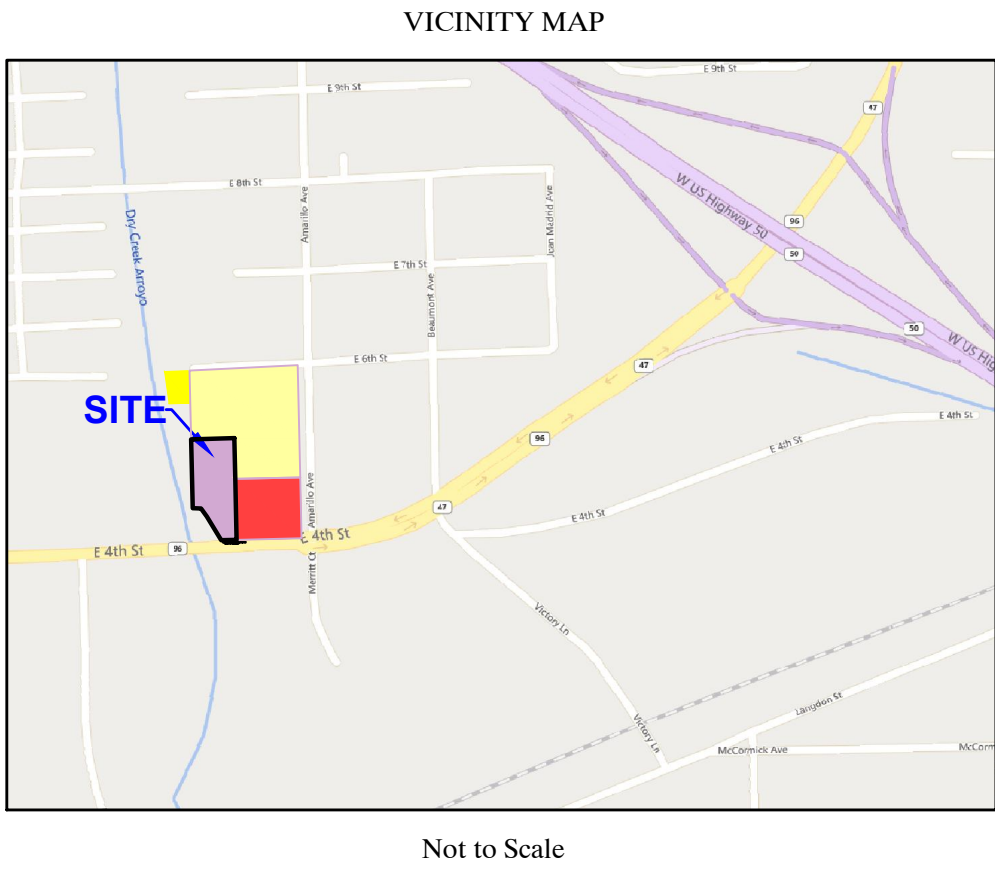
By: _____
Department of Planning & Community Development

By: _____
Director of Public Works

APPROVAL ATTESTED BY:

By: _____
Administrative Official

Date: _____



- BP - BUSINESS PARK
- B-3 - HIGHWAY & ARTERIAL BUSINESS
- B-4 - CENTRAL BUSINESS DIST.
- R-2 - SINGLE FAMILY RESIDENTIAL
- R-7 - MOBILE HOME RESIDENTIAL
- S-1 - GOVERNMENT USE
- S-3 - FLOOD PLAIN DIST.
- S-4 - PARKING DIST.

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of certification shown hereon.

Title work provided by Land Title Guarantee Company, Old Republic National title Insurance Company, File No. PBC35059765-2, bearing an effective date of January 23, 2023 at 5:00 P.M.

Distances shown hereon are ground distances of the Colorado State Plane Coordinate System, South Zone, NAD83 US Ft. and utilize a combination scale factor of 1.0002466318.

The area being affected by this REZONE REQUEST is 1.19 Ac. ±.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

February 16, 2023

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Brick Solid Investments, LLC** for approval of the following application:

Z-22-22 Rezoning: 2511 E. 4th St., approximately 1.08 acres to be rezoned from S-4, R-2, and B-4, to B-P, Business Park. Generally located north of E. 4th St. and west of Dry Creek Rd.

The Planning and Zoning Commission meeting will be held on March 8, 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=WUdnaHVGbnlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

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(719) 553-2339

February 16, 2023

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Brick Solid Investments, LLC** for approval of the following application:

Z-22-22 Rezoning: 2511 E. 4th St., approximately 1.08 acres to be rezoned from S-4, R-2, and B-4, to B-P, Business Park. Generally located north of E. 4th St. and west of Dry Creek Rd.

The Planning and Zoning Commission meeting will be held on March 8, 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=WUdnaHVGbnlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER: Z-22-22

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 2511 E 4th.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.

February 16, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By 

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 2511 E. 4th, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 16, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By 

Owner	OwnerStreet	OwnerCity	Owner	OwnerZip
MARTINEZ JAIME J	1802 E 3RD ST	PUEBLO	CO	81001-4141
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2941
TONEY RON	2205 CHRISTMAS TREE LN	RIVERBANK	CA	95367-9673
T N C INVESTMENTS INC	2405 E 4TH ST	PUEBLO	CO	81001-4243
MAES DAVID A	2501 E 6TH ST	PUEBLO	CO	81001-2303
MARMOLEJO JOSE/MARMOLEJO TINA M	2504 E 6TH ST	PUEBLO	CO	81001-2303
VEGA DIANA L	2509 E 6TH ST	PUEBLO	CO	81001-2303
FIERI CAROL / BAILEY KENNETH R	2514 E 6TH ST	PUEBLO	CO	81001-2303
AVILA GILDARDO CORONEL	2526 E 6TH ST	PUEBLO	CO	81001-2303
TALON INVESTMENTS LLC	2531 E 4TH ST	PUEBLO	CO	81001-4244
STEIR THERESA/STEIR AUSTIN R	300 N VISION LN	PUEBLO	CO	81001-4213
WORNER CARMELA M	319 KENWOOD DR	PUEBLO	CO	81004-1623
ADAMS INVESTMENTS LLC	320 S SANTA FE AVE	PUEBLO	CO	81003-3533
TRINITY LIFE CENTER	36 MERRITT CT	PUEBLO	CO	81001-4258
MONTOYA ELEANOR E	402 BOOTH AVE	PUEBLO	CO	81001-4219
DEPT OF HIGHWAYS + STATE OF COLORADO ,	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
SOLANO GERALD L + GUTIERREZ BRANDY J ,	439 AMARILLO AVE	PUEBLO	CO	81001-2326
STONE GEORGE + AKA STONE GEORGE A ,	439 DRY CREEK RD	PUEBLO	CO	81001-2358
MARTINEZ BALDERRAMA LUIS C	501 AMARILLO AVE	PUEBLO	CO	81001-2327
BUSTOS DAVID	509 AMARILLO AVE	PUEBLO	CO	81001-2327
BRICK SOLID INVESTMENTS LLC	601 E 13TH ST	PUEBLO	CO	81001-2947
MARTIN FRANCK JM	6809 TIGER WALK	LITTLETON	CO	80124-9586
COUNTRYSIDE ESTATES M H P + PUEBLO LLC ,	75 TOWNE RIDGE PARKWAY S	SANDY	UT	84070-5531
VONDERWAHL BEN	802 S AGUILAR LN	PUEBLO WEST	CO	81007-5111
BARELA MARTHA + BARELA CHARLES E ,	922 E 1ST ST	PUEBLO	CO	81001-4017
ASCENSION ENTERPRISES	PO BOX 1234	PUEBLO	CO	81002-1234
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 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 LOT 3, BLOCK 1, TRINITY SUBDIVISION FROM B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone Lot 3, Block 1, Trinity Subdivision from B-3, Highway and Arterial Business Zone District to I-2, Industrial Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is seeking to rezone Lot 3, Block 1, Trinity Subdivision, which is located on North Vision Lane to expand his existing salvage yard located at 300 and 200 North Vision Lane. The rezoning site is in the eastern portion of the city, approximately one half-mile west of the Highway 47 and 50 Bypass interchange. The area was annexed into the City and subdivided in 1981. The property is currently undeveloped and zoned B-3 and is located between two I-2 zoned properties to the north and south. The property directly south, 200 North Vision Lane, was rezoned from B-3 to I-2 in 2021 (Z-21-09). The Pueblo Regional Comprehensive Plan designation of the property is Commercial Mixed Use and adjacent designations include Institutional Mixed-Use to the west and Urban Neighborhoods/Commercial Mixed Use to the east. Despite the Comprehensive Plan designation, which focuses on retail and service enterprises, existing development along Vision Lane is primarily industrial consisting of salvage yards and aggregate suppliers. The site is also located directly south of East 4th Street/Hwy 96, which has substantial through traffic with an Average Annual Daily Traffic (AADT) count of approximately 7,000.

A Special Use Permit (SUP) is required to operate a salvage yard in an I-2 Zone District. Mr. Steir received a SUP for Tom's Auto Salvage in 2017 for 300 North Vision Lane and another Auto Salvage SUP for 200 South Vision Lane in 2020 (approval was

conditioned upon rezoning the site to I-2), resulting in salvage yard uses being established directly north and south of the subject property. The proposed rezoning will allow Mr. Steir to expand his salvage yard, located at 300 North Vision Lane, south; essentially connecting the two salvage yard businesses and filling the salvage yard gap along Vision Lane. Mr. Steir was approved for a Special Use Permit on December 28, 2022 for a Salvage Yard for Lot 3, Block 1, Trinity Subdivision with the condition that the rezone request is approved by City Council.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their July 13, 2022 Regular Meeting, voted 6-0 to recommend approval, Commissioner Avalos absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be re-zoned..

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-22-11 Combined Attachments

ORDINANCE NO. 10545

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE LOT 3, BLOCK 1, TRINITY SUBDIVISION FROM
B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO
I-2, INDUSTRIAL ZONE DISTRICT

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 B-3, Highway and Arterial Business Zone District to I-2, Industrial Zone District:

Lot 3, Block 1, Trinity 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 August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.



President of City Council

Action by the Mayor:

☒ Approved on August 30, 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

433005035

433012003

Rezone Area

433012004

433012001

433000036

433012005

433012009

Legend



433012004



City Limits

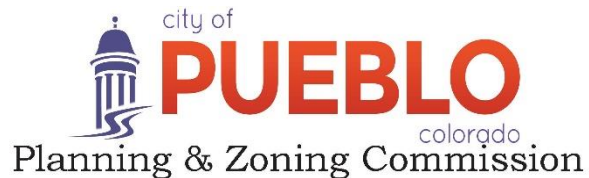
NT VISION LN



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, July 13, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

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

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:31 p.m. with Commissioner Castellucci presiding.

The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

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

Commissioners Absent: Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Bart Mikitowicz, Sr. Planner

APPROVAL OF THE JULY 13, 2022, AGENDA:

Bailey moved to approve the agenda with the following changes:

1. Move S-22-06, North Vista Filing No. 5 Subdivision to the August 10, 2022, Public Hearing.
2. Move CP-22-01, Pueblo Regional Comprehensive Plan to the last item on the July 13th agenda.
3. Move Z-22-05, Cottages at Park West Rezoning to the August 10, 2022, Public Hearing
4. Move S-22-03, Cottages at Park West, Subdivision to the August 10, 2022, Public Hearing.
5. Move SAP-22-01, Cottages at Park West, Special Area Plan to the August 10, 2022, Public Hearing.

Seconded by Aznar,

Motion carried 6-0, Avalos absent

PUBLIC HEARING AND ACTION

1. **Z-22-11 Rezone:** Parcel 433012004 - N. Vision Lane, Lot 3, Block 1, Trinity Subdivision: approximately 1.03 acres generally located north of McCormick Avenue and West of Vision Lane from Highway and Arterial (B-3) Zone District to Light Industrial (I-2) Zone District.

Staff report by Bart Mikitowicz

BACKGROUND AND ANALYSIS:

The applicant is seeking to rezone Lot 3, Block 1, Trinity Subdivision, which is located on N. Vision Lane to expand his existing salvage yard located at 300 and 200 N. Vision Lane. The rezoning site is located in the eastern portion of the city approximately one half-mile west of the Highway 47 and 50 Bypass interchange. The area was annexed into the city and subdivided in 1981. The property is currently undeveloped and zoned B-3 and is located between two I-2 zoned properties to the north and south. The property directly south, 200 N. Vision Lane, was rezoned from B-3 to I-2 in 2021 (Z-21-09). The Pueblo Regional Comprehensive Plan designation of the property is Commercial Mixed Use and adjacent designations include Institutional Mixed-Use to the west and Urban Neighborhoods/Commercial Mixed Use to the east. Despite the Comprehensive Plan designation, which focuses on retail and service enterprises, existing development along Vision Lane is primarily industrial consisting of salvage yards and aggregate suppliers. The site is also located directly south of E. 4th Street/Hwy 96, which has substantial through traffic with an Average Annual Daily Traffic (AADT) count of approximately 7,000

A Special Use Permit (SUP) is required to operate a salvage yard in an I-2 Zone District. Mr. Steir, received a SUP for Toms Auto Salvage in 2017 for 300 N. Vision Lane and another Auto Salvage SUP for 200 S. Vision Lane in 2020 (approval was conditioned upon rezoning the site to I-2), resulting in salvage yard uses being established directly north and south of the subject property. The proposed rezoning will allow Mr. Steir to expand his salvage yard, located at 300 N. Vision Lane, south; essentially connecting the two salvage yard businesses and filling the salvage yard gap along Vision Lane.

COMPREHENSIVE PLAN COMPLIANCE:

The project site has been designated by the Comprehensive Plan as “Commercial Mixed Use.” While the Comprehensive Plan designation of Commercial Mixed Use area notes that the primary focus of these areas is retail sales and personal services and some office space, this land use category does not prohibit any compatible land use and allows for supporting services. A salvage yard as an intended use will not include industrial processes that emit significant smoke, noise or odors or handle hazardous materials. Though the Salvage Yard use is not consistent with the Comprehensive Plan, the intended use appears to be compatible with adjacent land uses such as Rockworx Aggregate Supplier, and C&E Used Auto Parts Salvage Yard.

Castellucci asked if the applicant has applied for the Special Use Permit to operate a Salvage Yard? Mikitowicz stated that they have not yet applied for the Special Use Permit.

Bailey asked if the rezoning is not consistent with the Comprehensive Plan is there a conflict if uses change in the future? Mikitowicz stated that previous approvals for the Salvage Yard SUP and rezoning to I-2, indicate a shifting of land use. Odom stated that the Comprehensive Plan calls for a mixture of uses and only excludes heavy industry. Hobson stated that the Comprehensive Plan is a guide, in previous situations where a zoning action did not meet the Comprehensive Plan requirements, staff has provided a justification for why the use is recommended based on the predominant development in the area.

Spinuzzi asked if the property owner had approved the application for rezoning. Odom stated that the property owner signed the application.

HEARING: Austin Steir, applicant, testified in favor of the application.

No one testified in opposition

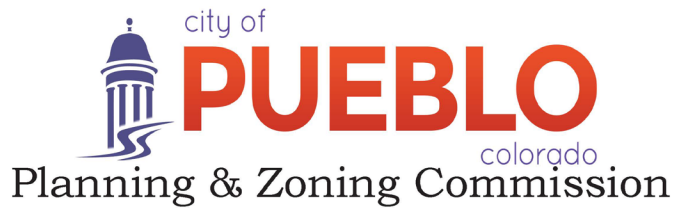
MOTION: Bailey moved to approve subject to the applicant receiving a Special Use Permit for a Salvage Yard for the subject property prior to the rezoning being reviewed by City Council, seconded by Aznar.

Motion carried 6-0 (Avalos absent)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-11

TO: City of Pueblo, Planning and Zoning Commission

FROM: Bart Mikitowicz, Senior Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: 7/13/2022

SUBJECT: **Rezone N. Vision Lane, Lot 3, Block 1, Trinity Subdivision, approximately 1.03 acres from B-3, Highway and Arterial Business District to I-2, Industrial Zone District**

APPLICANT: **Austin Steir for Tom's Auto Salvage, 300 North Vision Lane**

PROPERTY OWNER: Robert Montoya Jr. and Ronald Montoya

EXISTING ZONE: B-3, Highway and Arterial Business District

PROPOSED ZONE: I-2, Industrial District

CONCURRENT REQUESTS: None

REQUEST:

Applicant is requesting to rezone Lot 3, Block 1, Trinity Subdivision, from Highway and Arterial Business (B-3 zone) district to Industrial (I-2 zone) district to facilitate a salvage yard use.

ANALYSIS:

The applicant is seeking to rezone Lot 3, Block 1, Trinity Subdivision, which is located on N. Vision Lane to expand his existing salvage yard located at 300 and 200 N. Vision Lane. The rezoning site is located in the eastern portion of the city approximately one half-mile west of the Highway 47 and 50 Bypass interchange. The area was annexed into the city and subdivided in 1981. The property is currently undeveloped and zoned B-3 and is located between two I-2 zoned properties to the north and south. The property directly south, 200 N. Vision Lane, was rezoned from B-3 to I-2 in 2021 (Z-21-09). The Pueblo Regional Comprehensive Plan designation of the property is Commercial Mixed Use and adjacent designations include Institutional Mixed-Use to the west and Urban Neighborhoods/Commercial Mixed Use to the east. Despite the Comprehensive Plan designation, which focuses on retail and service enterprises, existing development along Vision Lane is primarily industrial consisting of salvage yards and aggregate suppliers. The site is also located directly south of E. 4th Street/Hwy 96, which has substantial through traffic with an Average Annual Daily Traffic (AADT) count of approximately 7,000

A Special Use Permit (SUP) is required to operate a salvage yard in an I-2 Zone District. Mr. Steir, received a SUP for Toms Auto Salvage in 2017 for 300 N. Vision Lane and another Auto Salvage SUP for 200 S. Vision Lane in 2020 (approval was conditioned upon rezoning the site to I-2), resulting in salvage yard uses being

established directly north and south of the subject property. The proposed rezoning will allow Mr. Steir to expand his salvage yard, located at 300 N. Vision Lane, south; essentially connecting the two salvage yard businesses and filling the salvage yard gap along Vision Lane.

COMMISSION ACTION:

Staff suggests that if the Planning and Zoning Commission votes to recommend approval of the proposed rezoning of Lot 3, Block 1, Trinity Subdivision to I-2, the recommendation for approval is conditioned upon the applicant receiving approval of a Special Use Permit for the proposed salvage yard use.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

Site Character:

The site is currently undeveloped with an arroyo on the eastern portion of the property.

Neighborhood Compatibility:

North	I-2, Light Industrial
East	S-3 Floodplain District and R-5, Mixed Residential and Office District
South	S-3 Floodplain District.
West	I-2 Pueblo County Industrial District.

The surrounding neighborhood is an eclectic mixture of zone districts, the land to the west is zoned County I-2 and is home to an aggregate supplier. East of the site is a substantial natural drainage arroyo that is zoned S-3 Floodplain District with unimproved R-5, Mixed Residential and Office District east of the arroyo. Development of the property within an I-2 is subject to district performance standards to maintain neighborhood compatibility. Operating a salvage yard is subject to annual licensing and performance standards.

Comprehensive Plan Compliance:

The project site has been designated by the Comprehensive Plan as “Commercial Mixed Mixed Use.” While the Comprehensive Plan designation of Commercial Mixed Use area notes that the primary focus of these areas is retail sales and personal services and some office space, this land use category does not prohibit any compatible land use and allows for supporting services. A salvage yard as an intended use will not include industrial processes that emit significant smoke, noise or odors or handle hazardous materials. Though the Salvage Yard use is not consistent with the Comprehensive Plan, the intended use appears to be compatible with adjacent land uses such as Rockworx Aggregate Supplier, and C&E Used Auto Parts Salvage Yard.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

Minimum lot size and area:

- I-2 Zone District requires a minimum of 10,000 square foot of lot area, with a minimum of 50-foot-wide street frontage.
- **The lot meets the minimum standards; Lot area is 40,068 sq. ft., frontage is 174 feet.**

Lot coverage:

- The I-2 Zone District allow a maximum lot coverage of 100%.
- **There are no proposed structures**
- **Maximum height:**
 - The I-2 Zone District allows unlimited maximum building height, provided there are additional setbacks for structures over 35 feet in height.
 - **There are no proposed structures.**
- **Setbacks:**
 - The I-2 Zone District require the following setbacks:
 - Front – 0 feet
 - Side – 0 feet (5 if adjacent to residential or special zone)
 - Rear – 0 feet (15 if adjacent to residential or special zone)
 - **There are no proposed structures**
- **Conclusion:**
The property has the ability to comply with the proposed zone district.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

Comments - The application contains applicant's information.

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

Comments - The property owner has signed the affidavit for the applicant.

The nature of the amendment and a legal description of the property that would be affected by the amendment.

Comments - A full legal description of the property was provided with the application and is attached to the staff report.

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.

Comments - The application states that the proposed Salvage Yard will not have a detrimental effect on traffic. The application does not address environmental effect or economic effect.

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Comments - No site plan for development was provided.

A statement of the proposed time schedule for beginning and completion of development.

Comments - No date was indicated.

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

Comments - The application did not indicate financial feasibility.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- City Stormwater - Part of this lot is in the floodplain. No cars, buildings or structures can be in the floodplain
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment

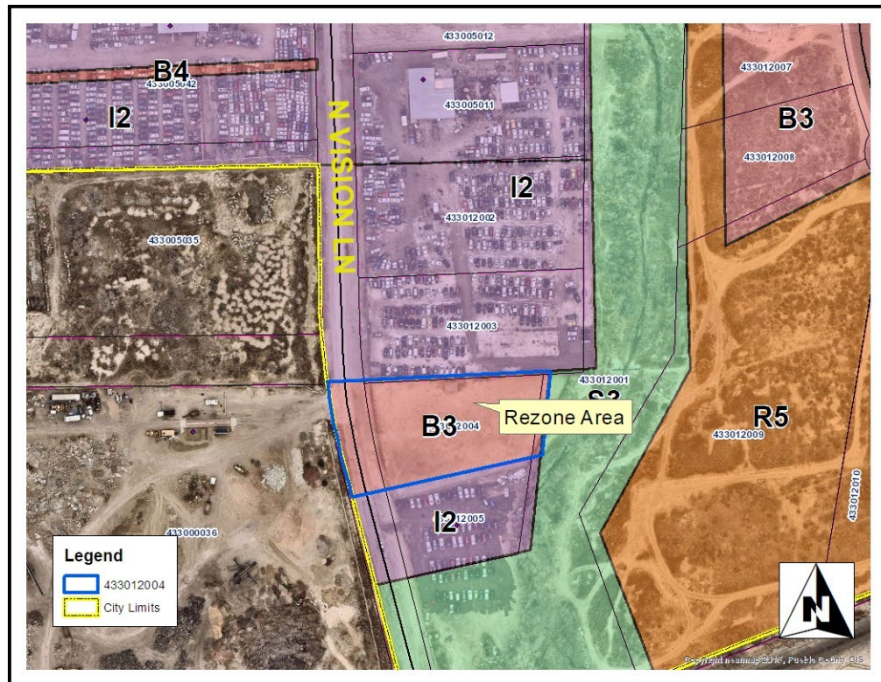
ATTACHMENTS:

- A. Aerial Map**
- B. Zoning Map**
- C. Comprehensive Plan Map**
- D. Site Photographs**
- E. Rezoning Exhibit**
- F. Application**

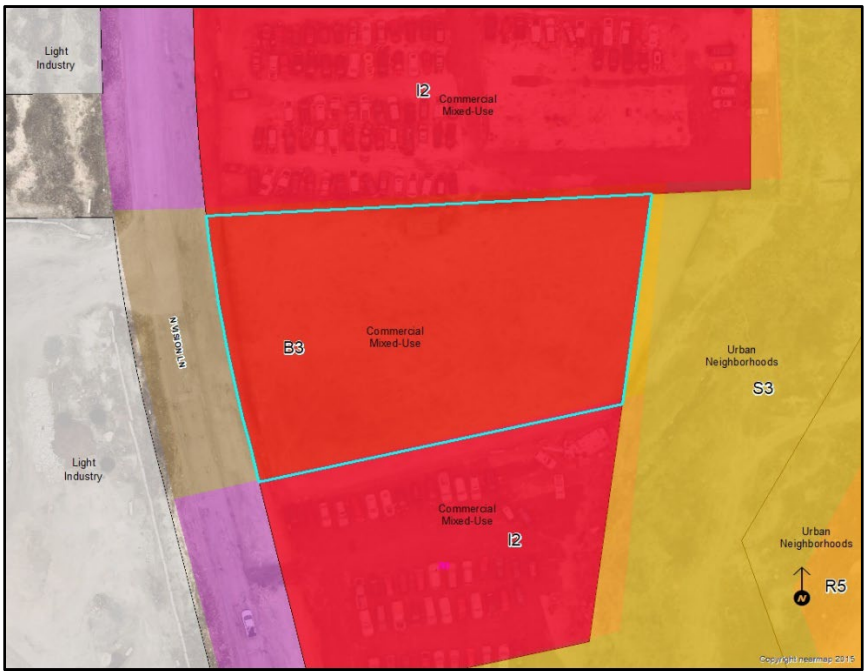
ATTACHMENTS:



A. Aerial Photograph



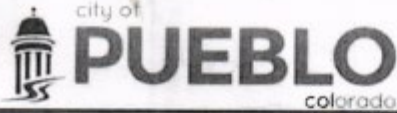
B. Zoning Map



C. Comprehensive Plan







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

Property Owner Affidavit

Please type or **print** clearly. Illegible applications will not be accepted.

Property Owner:			
Name: <u>Ronald Montoya</u>		Company:	
Address: <u>Parcel # 433012004</u>			
City: <u>Pueblo</u>		State: <u>CO</u>	Zip: <u>81001</u>
Phone: <u>719-240-0718</u>		Email:	
Applicant:			
Name: <u>Austin Steir</u>		Company: <u>Tom's Auto Salvage</u>	
Phone: <u>719-464-2908</u>		Email: <u>Austin.Steir@gmail.com</u>	
Property Address:			

I, Ronald Montoya, hereby state that I am the owner of record of the property located at _____, Pueblo, Colorado, and further acknowledge that by signing this affidavit I authorize the submission of an application for a Resone/Special Use at said location.
(application type)

Ronald Montoya 4-18-22
 Signature of Property Owner Date

June 24, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Austin Steir** for the approval of the following application(s):

Rezone: Parcel 433012004 - N. Vision Lane, Lot 3, Block 1, Trinity Subdivision: approximately 1.03 acres generally located north of McCormick Avenue and West of Vision Lane from Highway and Arterial (B-3) Zone District to Light Industrial (I-2) Zone District.

The Planning and Zoning Commission meeting will be held on July 13th, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Bart Mikitowicz, Sr. Planner
(719) 553-2321

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This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Austin Steir** for the approval of the following application(s):

Rezone: Parcel 433012004 - N. Vision Lane, Lot 3, Block 1, Trinity Subdivision: approximately 1.03 acres generally located north of McCormick Avenue and West of Vision Lane from Highway and Arterial (B-3) Zone District to Light Industrial (I-2) Zone District.

The Planning and Zoning Commission meeting will be held on July 13th, 2022, at 3:30 p.m., by Zoom: Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Bart Mikitowicz, Sr. Planner
(719) 553-2321

CASE NUMBER Z-22-11

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 Parcel 433012004 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.

6-27-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

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 Parcel 433012004, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

6-27-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity Own	OwnerZip
MOORE JACK R	1155 HILLS CIR	PAGOSA SF CO	81147-8848
STEIR THERESA/STEIR AUSTIN	300 N VISION LN	PUEBLO CO	81001-4213
MONTOYA ROBERT JR/MONTO	421 BOOTH AVE	PUEBLO CO	81001-4218
PALMA TRUCKING LLC INC	553 CAMINO DE LOS RANCHOS	PUEBLO W CO	81007-4066
ROCKWORX INC	PO BOX 11096	PUEBLO CO	81001-0096
ASCENSION ENTERPRISES	PO BOX 1234	PUEBLO CO	81002-1234



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 28, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE DESIGNATING 314 WEST 18TH STREET, THE EDWARD TELLER HOUSE, AS A LOCAL HISTORIC LANDMARK

SUMMARY:

The applicant is requesting to designate 314 West 18th Street, the Edward Teller House, as a local landmark.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The property owner is requesting to designate 314 West 18th Street, the Edward Teller House, as a local Landmark. The applicant provided documentation to demonstrate that the residence was constructed in 1918 and associated with Edward Teller, quarry owner; Dr. James H. Risley, Pueblo, Superintendent of Pueblo City Schools, and Matt Peulen, two-time County Commissioner. The applicant is seeking designation to honor its past as well as to utilize the state tax credit for rehabilitation. The home was also considered for inclusion into the North Side Historic District in 2007; however, the property owner, at that time, requested the property be removed from the district. The residence qualifies under landmark Criteria 1A, significant events/people, for having direct association with Edward Teller, Matt Peulen, and especially Dr. Risely who was the first superintendent of District 60 and published books on education theory nationally. The building also qualifies for nomination under criteria 2A, architecture, as a good example of a Craftsman style home. The subject property is in the 2022, Pueblo Comprehensive Plan Urban Neighborhoods Future Land Use area, and the landmarking is compatible with the goals of the plan, which highlights the importance of expanding local Landmarks. A detailed review of the Comp Plan compliance is discussed in the staff report, for case number HPC-23-05.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Historic Preservation Commission, at their June 21, 2023 Regular Meeting, voted 5-0 to recommend approval. Commissioners Perko and Scoby absent.

The Planning and Zoning Commission, at their July 12, 2023, Regular Meeting, voted 6-0 to recommend approval. Commissioner Martinez absent.

STAKEHOLDER PROCESS:

The application was reviewed at a public hearing held by the Pueblo Historic Preservation Commission held on June 21, 2023 and the application was also reviewed by the City of Pueblo Planning and Zoning Commission at their July 12, 2023 meeting.

ALTERNATIVES:

If City Council does not approve this Ordinance, 314 West 18th Street, will not be designated as a Local Historic Landmark.

Upon request of City Council, the Ordinance could be returned to the Historic Preservation Commission and the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. HPC-23-05 Attachments

ORDINANCE NO. 10546

AN ORDINANCE DESIGNATING 314 WEST 18TH STREET, THE EDWARD TELLER HOUSE, AS A LOCAL HISTORIC LANDMARK

WHEREAS, the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, states that the City shall identify, designate and preserve those buildings, objects, monuments, structures and sites which reflect outstanding elements of the community's architectural and cultural heritage; and,

WHEREAS, the present application was initiated by the property owner, and the City's Historic Preservation Commission has reviewed the application for designation of 314 West 18th Street, the Edward Teller House, as a Local Historic Landmark and has recommended to the Planning and Zoning Commission the designation of this resource; and,

WHEREAS, the City Planning and Zoning Commission has reviewed the Historic Preservation Commission's recommendation and the designation application and submitted its recommendation thereon for landmark designation to Council; NOW, THEREFORE,

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

SECTION 1.

The City Council finds and determines that 314 West 18th Street, Pueblo, Colorado, the Edward Teller House, and legally described as Lot 7 and 8, Block 24, Henry C. Brown's Addition, AKA Henry C. Brown's Addition, is associated with history, architecture, and geography. It qualifies under landmark Criteria 1A, significant events/people, and qualifies under landmark Criteria 2A, architecture, and complies with the criteria as defined in the Pueblo Historic Preservation Code Section 4-14-8.

SECTION 2.

The City Council hereby designates 314 West 18th Street, the Edward Teller House, as a local Pueblo Historic Landmark, subject to the benefits, obligations and restrictions resulting from such designation as described in Chapter 14, Title IV of the Pueblo Municipal Code.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 14, 2023.

Final adoption of Ordinance by City Council on August 28, 2023.



President of City Council

Action by the Mayor:

☒ Approved on August 31, 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

Suzanne Kuehn
Chair

Jocelyn Martinez
Vice Chair

Anthony Perko
Secretary



Laurel Campbell

Amy Scoby

Jan Schraner

Heather Norton

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

**Minutes of Regular Meeting
City of Pueblo, Colorado
Wednesday June 21, 2023
City Council Chambers, 1 City Hall Place**

The meeting was called to order at 1:30 p.m. with Suzanne Kuehn, presiding.

Commissioners Present: Laurel Campbell, Suzanne Kuehn, Jocelyn Martinez, Jan Schraner, Heather Norton.

Commissioners Absent: Anthony Perko, Amy Scoby

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

Staff Members Absent: Beritt Odom, Principal Planner.

APPROVAL OF THE AGENDA:

Campbell moved to approve the agenda, seconded by Schraner.

Motion passed 4-0

Commissioner Norton arrived 1:35 pm.

PUBLIC HEARING:

1. HPC-23-05: 314 W. 18th St. Edward Teller House, Local Landmark Designation

Applicant Charity Krow was sworn in via Zoom and spoke in support of the application.

No one appeared in opposition.

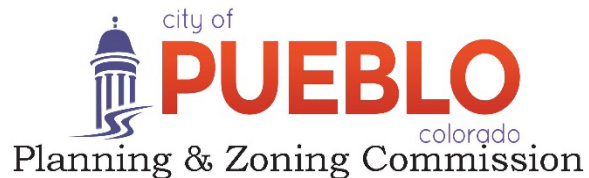
Commission Action: Martinez moved to approve the application for the Landmark Designation seconded by Campbell.

Motion Passed: 5-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, July 12, 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, Christopher Pasternak.

Commissioners Absent: Sarah Martinez

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

Staff Members Absent: None

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

Motion Passed: 6-0

Public Meeting:

1. HPC-23-05 314 W. 18th St., Local Landmark, Recommendation to City Council. Staff report by Wade Broadhead, Senior Planner.

Commission Action: Bailey moved to recommend the Local Landmark application, seconded by Avalos.

Motion Passed: 6-0

Suzanne Kuehn
Chair

Jocelyn Martinez
Vice Chair

Anthony Perko
Secretary



Laurel Campbell

Amy Scoby

Jan Schraner

Heather Norton

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

HPC-23-05

June 21, 2023

To: Historic Preservation Commission
From: Wade Broadhead, Senior Planner
Through: Scott Hobson, Acting Director of Planning and Community Development
Location: 314 W. 18th Street
Applicant: Charity Krow, Homeowner
Owner: Same
Year Built: 1918
Legal Description: Lots 7 and 8, Block 24, Henry C. Brown's Addition
Zone District: R-2, Single Family Residential Zone District

Synopsis

The applicant is requesting local Landmark designation for the Edward C. Teller House and associated garage located in the historically significant North Side Neighborhood. According to Section 4-14-8, of the Pueblo Municipal Code, a building object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the ordinance.

The application cites significance under two criteria, history and architecture, because it was associated with Edward Teller, Vice President of a limestone quarry, Dr. Risley, Superintendent of Schools for 25 years and Matt Peulen, Pueblo County Commissioner. The landmark is also eligible under architecture as good example of an early Craftsman architectural style, exhibited by fine Flemish bond brickwork, diagnostic front porch with rafter and Perlin ends exposed as well as an architecturally compatible single car garage.

The property was eligible for inclusion in the original North Side Historic District boundary proposed in 2007. After discussion with the neighborhood, staff submitted a revised North Side Historic District Boundary which excluded 314 W. 18th Street as well as the adjacent properties to the west (see attachment) leaving it just outside the district boundary. City Council designated the North Side Historic District 2007 excluding this property and several other properties. The new owner wishes to landmark now to take advantage of Colorado State tax credits for rehabilitation.

Background

The owner nominated the building and site for its distinctive character and certain criteria, focusing on social history and architecture and is aware of the reasons for, and effect of, designation of local landmarks in the City of Pueblo. The property was recorded by an architectural historian firm in 2005 who produced a very detailed site form. The property was found to be eligible as a contributing resource in the North Side Historic District at the time of recording. The new owner is requesting to add this house to the North Side Historic District as an individual landmark because the process is simpler than amending the entire historic district and she wishes to utilize the Colorado state preservation tax credit for restoration and repair of the home.

The Pueblo Historic Preservation Commission, in prior cases, has considered landmark designation applications eligible if they meet two of the three criteria. This application's justification of facts proposes eligibility because it meets criteria 1a, 2a.

The applicant nominated the subject property for landmark designation per the requirements contained in Section 4-14-8, Chapter 14 – Historic Preservation Code, Title IV – Building Regulations, of the Pueblo Municipal Code. The Historic Preservation Commission may approve this application if it serves the goals of the historic preservation code. A building, object, monument, structure, or site may individually be designated as a Landmark, or one or more buildings, objects, monuments, structures, or sites which are united by past events or aesthetically by plan or physical development may be designated as a Historic District, if they have distinctive character and meet the following criteria:

1. Special historic or prehistoric interest or importance:
 - a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past; or
 - b. Has the site of a historic event with a significant effect upon society; or
 - c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.
2. Special architectural, engineering, or aesthetic interest or importance:
 - a. Portrays the environment in an era of history characterized by a distinctive architectural style; or
 - b. Embodies those distinguishing characteristics of an architectural-type or engineering specimen; or
 - c. Is the work of a designer whose individual work has significantly influenced the development of the City; or
 - d. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.
3. Special geographic interest or importance:
 - a. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
 - b. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

The application which was prepared by Charity Krow, homeowner with some assistance from staff.

1. A Have Direct Association with the historical development of the city, state, or nation.

Erected in 1918 the Edward Teller House is significant in that it represents the professional and entrepreneurial class moving to Pueblo's North Side neighborhood with Edward Teller, Vice President of a limestone quarry. Dr. Risley School resided in the home and finally Matt Peulen, County Commissioner. Dr. Risely was the first superintendent of School District 60 and served in that position for 25 years. Risley Middle School, within the City's East Side Neighborhood is his namesake. Mr. Peulen was a County Commissioner for eight years.

Staff finds that the site does have direct association with persons of a local level of significance.

2A Embody distinguishing characteristics of an architectural style or type

According to the site form, this home embodies the distinctive characteristics of a style for its affiliation with the Arts and Crafts, Craftsman Style which would become the primary housing style in the 1920s. The home maintains the window placement, roof form, and distinctive front gable porch with exposed rafter tails and battered columns indicative of the Craftsman style. It is unknown if the stucco was original or added later, stucco was beginning to be widely used in the late teens and into the 1920s, therefore it could be an original feature of the home. The property also contains a 12' by 20' garage that is architecturally compatible with the residence. The garage is constructed with brick that has a Flemish bond and would have been an early house to be constructed with the automobile in mind. Though modified with additions to the rear, the home still displays its character defining features as a Craftsman Bungalow as noted in the site form on item number 43.

Staff finds the site eligible under 2A as a good example of the Craftsman architectural style.

Changes to the Building and Property

According to the site form additions were added to the property and stained-glass windows were added to some frames. The stucco on the main body of the home may be original or added later. There was a small addition to the rear of the home that is not visible from the street. Grass in the rear yard was replaced with flagstones at some point.

Zoning District

The site and surrounding area are entirely zoned R-2 and the surrounding neighborhood is mostly zoned R-2 and comprised of pre 1950's single family homes.

City's Comprehensive Plan Compliance

The Edward teller House is located in the Urban Neighborhoods future land use area according to the Pueblo Regional Comprehensive Plan adopted in July of 2022. Urban Neighborhoods are characterized by single family detached and attached homes, duplexes and townhomes with supporting land uses such as accessory dwelling units; small scale commercial; retail and services; parks; schools; libraries; community gardens; and other complimentary uses. According to the Comprehensive Plan, Urban Neighborhoods are those generally built before 1950 and are centrally located neighborhoods.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion the Pueblo Inventory of Cultural Resources and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking the Edward Teller House directly addresses a policy and goal in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by increasing the number of historic landmarks.

Recommended Action:

Staff recommends the Historic Preservation Commission forward recommendation of approval to the Planning and Zoning Commission and designate Edward C. Teller house as a local Pueblo landmark since it meets criterion 4-14-8, (a), (1), a; (a),(2),a.

Exhibits

- A. Maps
- B. Photographs
- C. Application signature sheet and OpenGov document, full nomination is attached via PDF, and state inventory site form, Obituray for Matt Peulen.

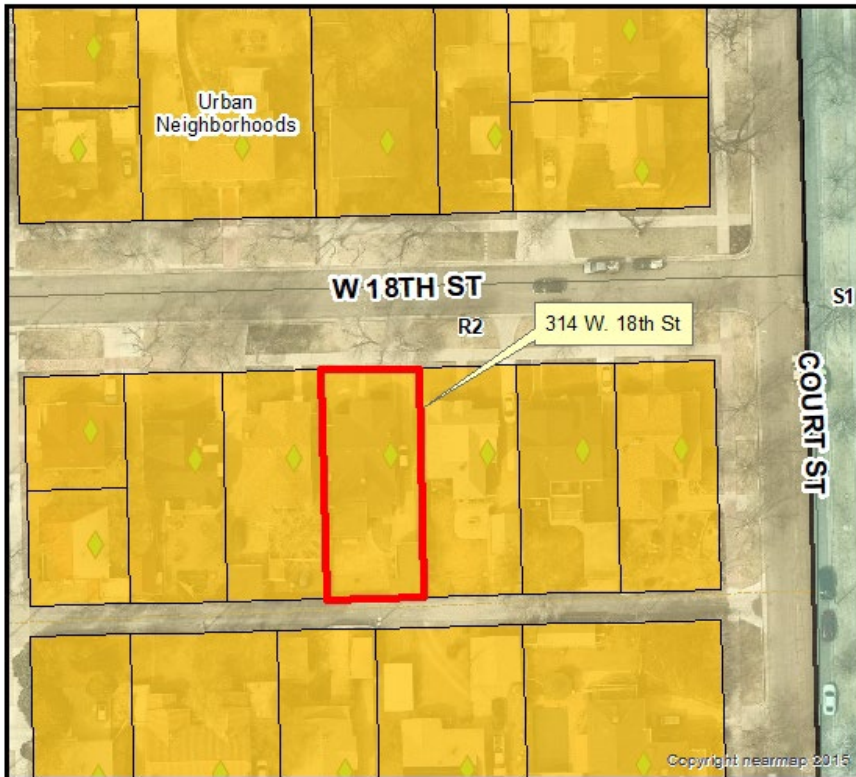
EXHIBIT A. MAPS



A1. Aerial image of the property



A2. Zoning map of the property



A3. Comprehensive Plan Designation

EXHIBIT B. SITE PHOTOGRAPHS



View of the façade facing Pine Street



Western façade overview



Façade close up.





Eastern façade close up



View of garage looking south.



South facing elevation.



C. APPLICATIONS AND ATTACHEMNTS



04/13/2023

23-73

Historic Preservation Commission

Status: Active

Date Created: Apr 13, 2023

Applicant

Charity Krow
charitykrow@gmail.com
314 W. 18th Street
Pueblo, CO 81003
7194373094

Primary Location

314 W 18TH ST
PUEBLO, CO 81003

Owner:

Charity Krow
314 314 W 18TH ST Pueblo, CO 81003

Internal

Case Number

HPC-23-05

Planner Assigned

--

Continuances

--

Number of Posters

--

Number of Postcards/Mailings

--

Newspaper Notice Cost

--

Public Notice Costs must be paid by:

--

Public Notice zoning poster must be displayed by:

--

HPC Hearing Information

HPC Hearing Date

06/21/2023

HPC Hearing Results

--

Check box if hearing is a Special Requested Hearing

☐

Planning & Zoning Commission Information

P&Z Hearing Date

--

P&Z Hearing Results

--

Check box if hearing is a Special Requested Hearing

☐

City Council Information

Council First Reading

--

Council Final Reading

--

Council Hearing Results

--

Effective Date

--

Ordinance Number

--

Recording Number

Application Information**Application Type**

Historic Nomination

Residential or Non-Residential?

Residential

Nomination for Local Historic Designation Eligibility Criteria

Nomination for Local Historic Designation**Name of Property and/or Historic Name**

Teller Edward C. House

Present Use

Residential

Historic Use

Residential

Site Number (issued by State of Colorado)

5 PE. 5762

Are you designating a historic district?

No

What is the Applicant's Affiliation/Interest in Property

Owner

Owner Consent to Designation**Property Owner Signature**

Charity Krow

04/13/2023

Attachments

Historical Significance.pdf

Uploaded by Charity Krow on Apr 13, 2023 at 12:23 pm



Sources.pdf

Uploaded by Charity Krow on Apr 13, 2023 at 12:23 pm



Eligibility Criteria.pdf

Uploaded by Charity Krow on Apr 13, 2023 at 1:00 pm



IMG-7066.jpg

Uploaded by Charity Krow on Apr 13, 2023 at 1:00 pm



IMG-7059.jpg

Uploaded by Charity Krow on Apr 13, 2023 at 1:01 pm



History of 314 W. 18th.pdf

Uploaded by Charity Krow on Apr 13, 2023 at 1:01 pm

History

Date	Activity
Apr 13, 2023 at 12:10 pm	Charity Krow started a draft of Record 23-73
Apr 13, 2023 at 12:12 pm	Charity Krow altered Record 23-73, changed ownerEmail from "" to "charitykrow@gmail.com"

Date	Activity
Apr 13, 2023 at 12:12 pm	Charity Krow altered Record 23-73, changed ownerName from "KROW CHARITY L" to "Charity Krow"
Apr 13, 2023 at 12:12 pm	Charity Krow altered Record 23-73, changed ownerPhoneNo from "" to "7194373094"
Apr 13, 2023 at 12:12 pm	Charity Krow altered Record 23-73, changed ownerPostalCode from "81003-2603 " to "81003"
Apr 13, 2023 at 12:12 pm	Charity Krow altered Record 23-73, changed ownerStreetNo from "" to "314 "
Apr 13, 2023 at 1:01 pm	Charity Krow added attachment IMG-7059.jpg to Record 23-73
Apr 13, 2023 at 1:01 pm	Charity Krow added attachment History of 314 W. 18th.pdf to Record 23-73
Apr 13, 2023 at 1:01 pm	Charity Krow submitted Record 23-73
Apr 13, 2023 at 1:02 pm	approval step Fee Review was assigned to Planning Front Counter on Record 23-73
Apr 13, 2023 at 1:02 pm	changed the deadline to Apr 15, 2023 on approval step Fee Review on Record 23-73
Apr 13, 2023 at 4:25 pm	Cindy Capritta assigned approval step Fee Review to Cindy Capritta on Record 23-73
Apr 13, 2023 at 4:33 pm	Cindy Capritta changed Case Number from "" to "HPC-23-05" on Record 23-73
Apr 13, 2023 at 4:33 pm	Cindy Capritta changed HPC Hearing Date from "" to "06/21/2023" on Record 23-73
Apr 13, 2023 at 4:35 pm	Cindy Capritta approved approval step Fee Review on Record 23-73

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Fee Review	Complete	Apr 13, 2023 at 1:01 pm	Apr 13, 2023 at 4:35 pm	Cindy Capritta	04/15/2023
 Application Fee	Active	Apr 13, 2023 at 4:35 pm	-	-	-
 Intake Review	Inactive	-	-	-	-
 Case Assignment	Inactive	-	-	-	-
 Land Use Tech Review	Inactive	-	-	-	-
 Planning (Zoning) Initial Review of Submittal	Inactive	-	-	-	-
 Regional Building Department Notification	Inactive	-	-	-	-
 Public Notice	Inactive	-	-	-	-
 Public Notice Memo	Inactive	-	-	-	-
 Public Notice Fee	Inactive	-	-	-	-
 Planning (Zoning) Review	Inactive	-	-	-	-
 Staff Report and Agenda Distribution	Inactive	-	-	-	-
 HPC Hearing Results	Inactive	-	-	-	-
 Planning & Zoning Commission Hearing Results	Inactive	-	-	-	-
 Property Owner Notification	Inactive	-	-	-	-
 City Council Hearing	Inactive	-	-	-	-
 City Clerk and Regional Building Notification	Inactive	-	-	-	-
 Recording	Inactive	-	-	-	-

COLORADO CULTURAL RESOURCE SURVEY

Architectural Inventory Form

Page 1

Date _____ Initials _____

____ Determined Eligible-National Register

____ Determined Not Eligible - National Register

____ Determined Eligible - State Register

____ Determined Not Eligible - State Register

____ Need Data

____ Contributing to eligible National Register District

____ Noncontributing to eligible National Register District



I. IDENTIFICATION

1. Resource number: **5PE.5762**
2. Temporary resource number:
3. County: **Pueblo**
4. City: **Pueblo**
5. Historic building name: **Teller, Edward C., House**
6. Current building name: **Peulen, Matt J. and Margaret, House**
7. Building address: **314 W 18th Street**
8. Owner name: **Matt J. and Margaret Peulen**
- Owner organization:
- Owner address: **314 W 18th St**
Pueblo, CO 81003

Parcel number(s):

525131011

- | | | | |
|---|---|--|---|
| 44. National Register eligibility field assessment: | ☐ Individually eligible | ☒ Not eligible | ☐ Need data |
| Local landmark eligibility field assessment: | ☒ Individually eligible | ☒ Not eligible | ☒ Need data |

Architectural Inventory Form

Page 2

II. GEOGRAPHIC INFORMATION

9. P.M.: **6th** Township: **20S** Range: **65W**
NW 1/4 of **NW 1/4** of **SE 1/4** of **NE 1/4** of Section **25**
10. UTM reference zone: **13**
Easting: **534052** Northing: **4237114**
11. USGS quad name: **Northeast Pueblo** Scale: **7.5**
Year: **1961 (Photorevised 1970 and 1974)**
12. Lot(s) : **Lots 7 and 8; Block 24**
Addition: **Henry C. Brown's Addition** Year of addition: **1889**
13. Boundary description and justification:
The boundary, as described above, contains but does not exceed the land historically associated with this property.
Metes and bounds exist: ☐

III. ARCHITECTURAL DESCRIPTION

14. Building plan (footprint, shape): **Rectangular Plan**
Other building plan descriptions:
15. Dimensions in feet (length x width): **1,161 square feet**
16. Number of stories: **1**
17. Primary external wall material(s): **Stucco** Other wall materials:
Brick
18. Roof configuration: **Gabled Roof/Cross Gabled Roof**
Other roof configurations:
19. Primary external roof material: **Asphalt Roof**
Other roof materials:
20. Special features:
Fence
Chimney
Porch
Window/Stained Glass
21. General architectural description:
Oriented to the south, this house rests on a concrete foundation, with 1-beside-1-light, aluminum-frame, sliding-sash basement windows. A buff-colored stucco clads the exterior walls. A battered, glazed, brown-brick veneer covers the walls from the foundation to the window sills of the tallest windows. Brown-painted, wood, square-cut wood shingles cover the gables. Windows are generally 9-over-1-light, double-hung sash, with white-painted wood frames and aluminum-frame storm windows. All windows have brick sills. A single-light picture window dominates the east half of the asymmetrical front (north) façade. Flanking either side of hearth and chimney engaged to the north end of the east elevation are stained-glass hopper or awning windows. Protruding south of these windows is a rectangular bay, with its own shed roof and knee-bracket supports. A shed-roofed addition across the rear (south) elevation hosts 1-beside-1-light, aluminum-frame sliding-sash windows. A front-gabled porch spans the eastern two-thirds of the facade. The porch has battered, brick kneewalls and battered, stucco-covered piers. Three steps, covered in terra cotta tiles, approach the porch on the west end of its north elevation. The principal doorway opens near the center of the facade. It hosts a 2-panel oak door, with an oval, leaded-glass light. Protecting it is a white, aluminum-frame storm door. Gray-brown asphalt shingles cover the cross-gabled main roof and all other roof surfaces. The rafter and perlin ends are exposed. A brick chimney protrudes near the apex of the roof, from the south-facing slope.

Architectural Inventory Form

Page 3

22. Architectural style: **Late 19th And Early 20th Century American Movements/Craftsman**

Other architectural styles:

Building type: **Bungalow**

23. Landscape or special setting features:

This property is located on terrain sloping downward from northeast to southwest, with an elevation of around 4,700 feet above mean sea level. The neighborhood features modest and large, one- and two-story houses. Setbacks from West 18th Street are generally the same on this block. This property is situated on the south side of West 18th Street, between 310 West 18th Street to the east and 320 West 18th Street to the west. Separating the street from the sidewalk is a grass strip. A planted-grass yard, with mature landscaping, covers the lot. Surrounding the backyard is a vinyl fence. A concrete, 2-track driveway runs along the east side of the house, connecting the garage to West 18th Street. The area between the tracks has been filled with bricks set in a herringbone pattern.

24. Associated buildings, features or objects:

1: Type: **Garage**

Describe: **A single-car garage is located southeast of the house. Oriented to the north, the building rests on a concrete foundation. The walls consist of dark-red bricks set in a Flemish bond. White-painted, horizontal wooden composition siding covers a shed-roofed addition across the rear (south) elevation. Dominating the front (north) elevation, offset to the west, is a fiberglass, overhead-retractable garage door. Appearing beneath a segmental arch in the center of the east elevation is a 1-over-1-light, double-hung sash window. The center of the addition's south elevation has a 3-light hopper or awning window. Opening in the south end of the west elevation is a paneled wood door. Gray sheets of asphalt cover the main shed roof, which is surrounded on 3 sides by a parapet.**

IV. ARCHITECTURAL HISTORY

25. Date of Construction: Estimate: **1918** Actual:
Source of Information: **Pueblo City Directory. Pueblo, Co.; Salt Lake City; Kansas City, Mo.; and others: R.L. Polk & Co, consulted 1886 through 2003.**

26. Architect: **unknown**

Source of information:

27. Builder: **unknown**

Source of information:

28. Original Owner: **Edward C. Teller**

Source of information: **Pueblo City Directory. Pueblo, Co.; Salt Lake City; Kansas City, Mo.; and others: R.L. Polk & Co, consulted 1886 through 2003.**

29. Construction history:

According to Pueblo County Tax Assessor records, this building was constructed in 1936. However city directory listings for this address date to 1918. The building has had at least 2 additions to the rear elevation, the most recent of which dates to the 1970s. The current owners also installed the stained-glass windows.

30. Location: **original** Date of move(s):

V. HISTORICAL ASSOCIATIONS

31. Original use(s): **Single Dwelling**32. Intermediate use(s): **Single Dwelling**33. Current use(s): **Single Dwelling**34. Site type(s): **Residence**

35. Historical background:

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35. Historical background:

The first resident of this house, constructed around 1918, was Edward C. Teller, vice president of a limestone and quarry company. He was born in Colorado around 1892. His wife, Florence, was also born in Colorado, around 1893. They had at least two children: Laura and Florence.

By 1925, the owner and resident was Turner S. Underwood, a Certified Public Accountant. He came to Pueblo in 1917. With his wife, Kathryn, Turner had a son, Roger D. Underwood, who died in 1936. The Underwoods remained at this address until around 1940. Kathryn died in 1951 and Turner on March 3, 1961.

Dr. James Haller Risley purchased this property around 1940 and moved here from 409 West 13th Street (5PE.5635). He resided here until his death more than a decade later. He moved to Pueblo in 1921 and was the superintendent of Pueblo County School District No. 1 for 25 years, retiring in 1946. With his wife, Anna Risley, James had two daughters, Kathryn McCafferty and Virginia Bagnall. James Risley died on February 2, 1953. Anna remained here until her own death on May 9, 1958.

Around 1960, the resident was George W. Sperlak. Matt J. and Margaret Peulen, the current owners and residents, acquired the property in 1971.

36. Sources of information:

Pueblo County Office of Tax Assessor. Property information card [internet].

Pueblo City Directory. Pueblo, Co.; Salt Lake City; Kansas City, Mo.; and others: R.L. Polk & Co, consulted 1886 through 2003.

Sanborn Fire Insurance Maps (for Pueblo, Colorado). New York: Sanborn Map and Publishing Co., 1883, 1886, 1889, 1893, 1904-05, 1904-51, and 1904-52.

"Underwood (Turner S.)" [obituary]. Pueblo Chieftain, 4 March 1961, p. 5A.

"Risley (James Haller)" [obituary]. Pueblo Chieftain, 3 February 1953, p. 3.

"Risley (Anna D.)" [obituary]. Pueblo Chieftain, 10 May 1958, p. 5.

U.S. Census of 1920. Precinct 11, Pueblo, Pueblo County, Colorado. Sheet 6B.

Peulen, Matt J. Interview with Adam Thomas, 27 July 2005.

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VI. SIGNIFICANCE

37. Local landmark designation: Yes ☐ No ☒

Designation authority:

Date of designation:

38. Applicable National Register criteria:

- ☐ A. Associated with events that have made a significant contribution to the broad pattern of our history.
- ☐ B. Associated with the lives of persons significant in our past.
- ☒ C. Embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or that possess high artistic values, or represents a significant and distinguished entity whose components may lack individual distinction.
- ☒ D. Has yielded, or may be likely to yield, information important in history or prehistory.
- ☒ Qualifies under Criteria Considerations A through G (see manual).
- ☒ Does not meet any of the above National Register criteria.

Pueblo Standards for Designation:

1a. History☒ Have direct association with the historical development of the city, state, or nation; or1b. History☐ Be the site of a significant historic event; or1c. History☐ Have direct and substantial association with a person or group of persons who had influence on society.2a. Architecture☐ Embody distinguishing characteristics of an architectural style or type; or2b. Architecture☐ Be a significant example of the work of a recognized architect or master builder, or2c. Architecture☐ Contain elements of architectural design, engineering, materials, craftsmanship, or artistic merit which represent a significant or influential innovation;2d. Architecture☐ Portray the environment of a group of people or physical development of an area of the city in an era of history characterized by a distinctive architectural style.3a. Geography☐ Have a prominent location or be an established, familiar, and orienting visual feature of the contemporary city, or3b. Geography☐ Promote understanding and appreciation of Pueblo's environment by means of distinctive physical characteristics or rarity; or3c. Geography☐ Make a special contribution to Pueblo's distinctive character.Not Applicable☐ Does not meet any of the above Pueblo landmark criteria.39. Area(s) of Significance: **Architecture**40. Period of Significance: **ca. 1918**41. Level of significance: National: ☐ State: ☐ Local: ☒

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42. Statement of significance:

This property is historically significant under Pueblo Local Landmark criterion 1A for its association with the 20th century development of Pueblo's North Side Neighborhood, when the city's professional and entrepreneurial class moved northward to construct large homes, like this one, in the latest contemporary suburban styles. As well, the house is architecturally significant under National Register criterion C (Pueblo Local Landmark criterion 2A) as an example of the Craftsman style. However, the levels of architectural and historical significance, combined with physical integrity, are not to the extent that this property would qualify for individual listing in the National Register of Historic Places, the Colorado State Register of Historic Properties, or as a City of Pueblo Landmark. It is, nonetheless, a contributing resource within any potential historic district.

43. Assessment of historic physical integrity related to significance:

Constructed around 1918, this house exhibits a moderate level of physical integrity relative to the seven aspects of integrity as defined by the National Park Service and the Colorado Historical Society: location, setting, design, materials, workmanship, feeling, and association. This rear elevation has been modified and added to, as recently as the 1970s. However, the additions are isolated to the rear elevation. This property retains sufficient physical integrity to convey its architectural and historical significance.

VII. NATIONAL REGISTER ELIGIBILITY ASSESSMENT

44. National Register eligibility field assessment: ☐ Individually eligible ☒ Not eligible ☐ Need data
 Local landmark eligibility field assessment: ☐ Individually eligible ☒ Not eligible ☐ Need data
45. Is there National Register district potential? Yes ☒ No ☐
- Discuss: **Pueblo's North Side Neighborhood represents the evolution of the city's professional middle and upper classes. Its diversity of architectural styles and forms directly represents the city's changing economic and cultural climates. As well, the neighborhood is distinctive because it appears to have evolved independently of the area's dominant industry, steel manufacturing.**
- If there is National Register district potential, is this building contributing: Yes ☒ No ☐ N/A ☐
46. If the building is in existing National Register district, is it contributing: Yes ☐ No ☐ N/A ☒

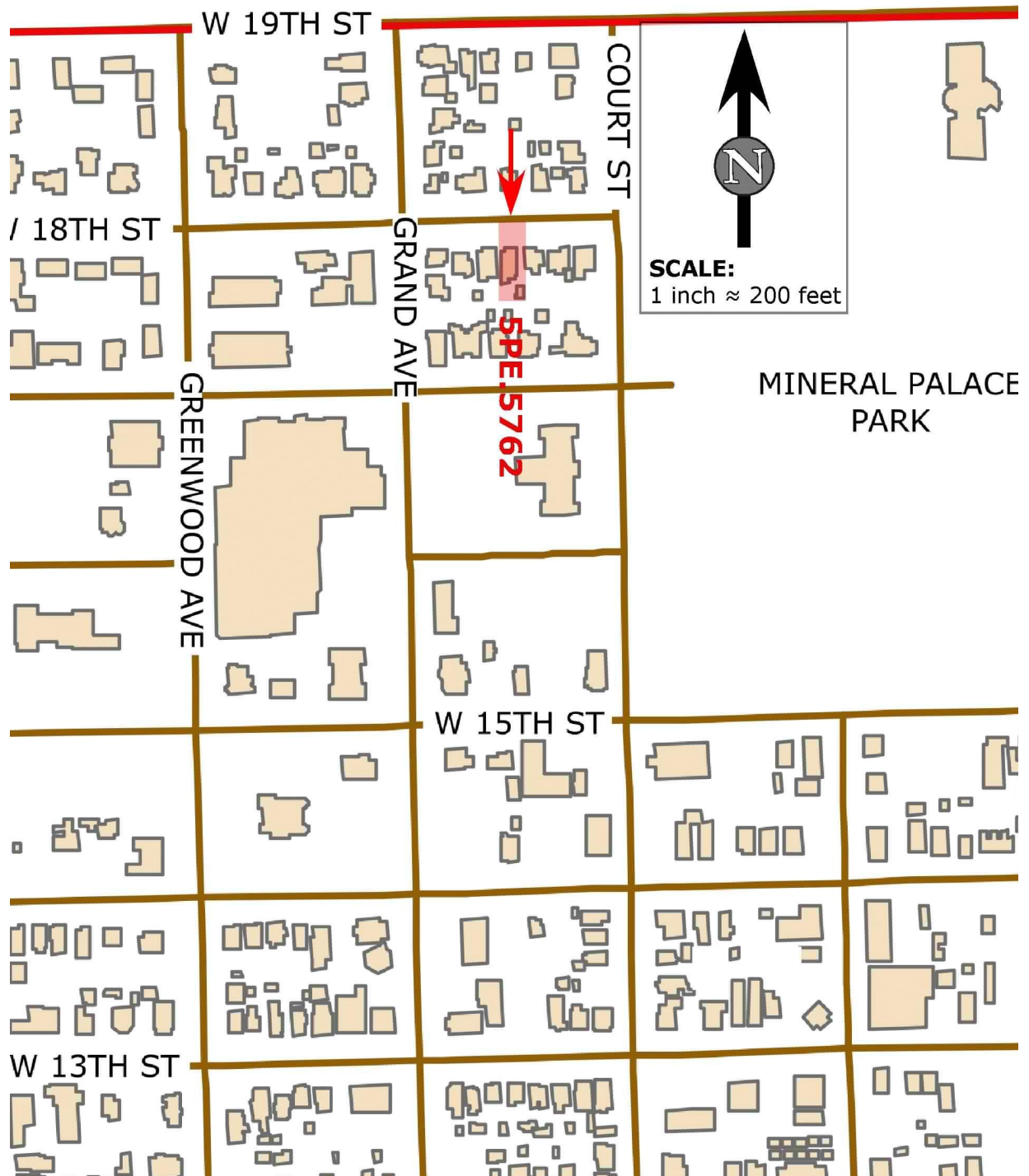
VIII. RECORDING INFORMATION

47. Photograph numbers): **CD-ROM Photo Disc: North Side Photos**
File Name(s): 18thstw314
- Negatives filed at: **Special Collections**
Robert Hoag Rawlings Public Library
100 East Abriendo Avenue
Pueblo, CO 81004-4290
48. Report title: **Pueblo North Side Neighborhood Survey**
49. Date(s): **07/27/05**
50. Recorder(s): **Adam Thomas**
51. Organization: **Historitecture, L.L.C.**
52. Address: **PO Box 419**
Estes Park, CO 80517-0419
53. Phone number(s): **(970) 586-1165**

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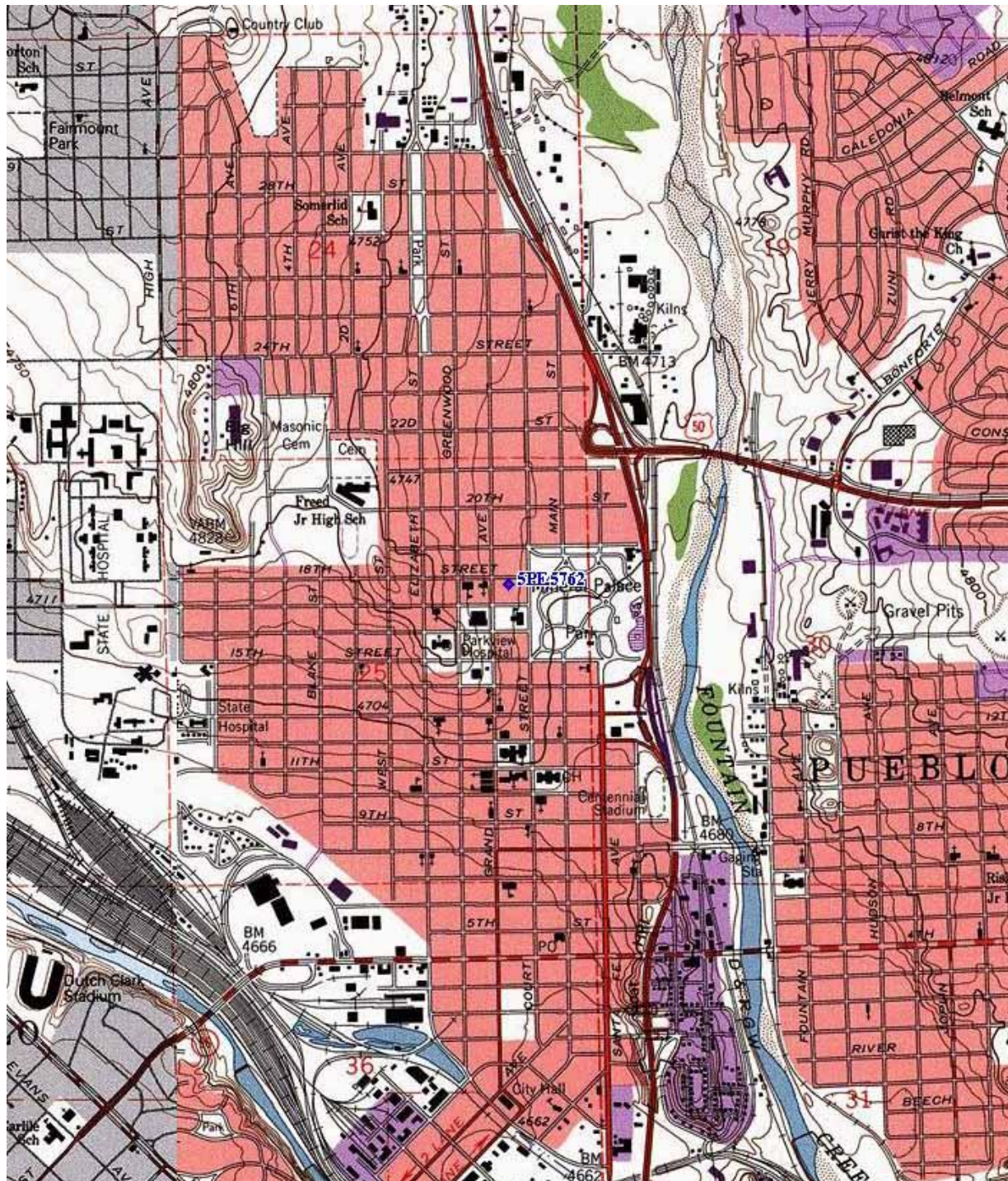
SITE SKETCH MAP



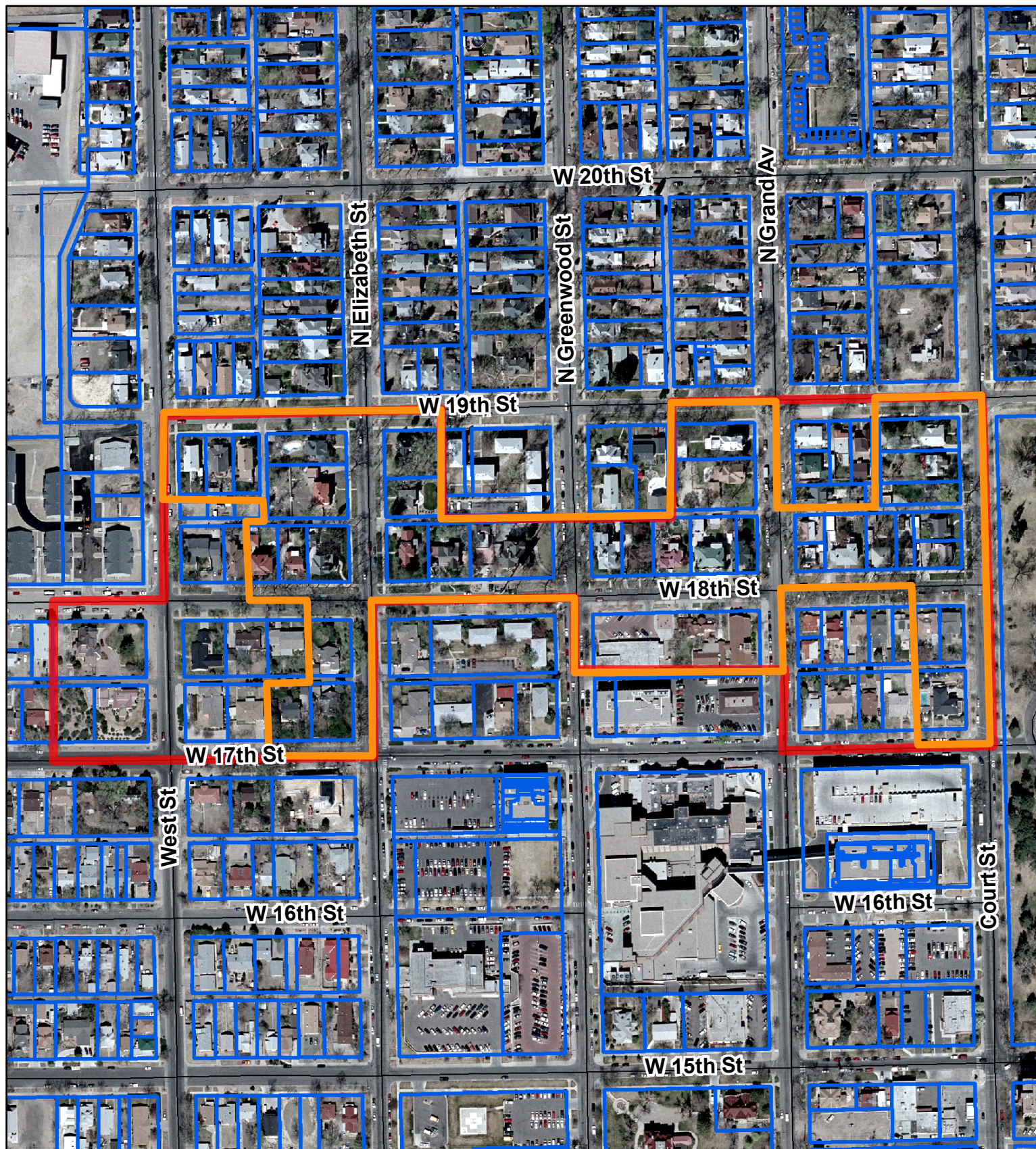
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LOCATION MAP



Source: U.S. Geological Survey 7.5' Northeast Pueblo topographic quadrangle - 1961 (Photorevised 1970 and 1974)



**Figure 1. Proposed North Side Historic District
Original and Recommended Revised Boundary**

Map Generated in Arcview 9.2

Parcel information aquired from Pueblo County's

GIS Database September 2007 (9/24/2007)

Wade Broadhead, City of Pueblo, Land Use Department



500
Feet

Legend

- Original proposed boundary
- Staff recommended revised boundary
- Parcels



OBITUARY

Matt John Peulen

NOVEMBER 8, 1929 - NOVEMBER 20, 2021



IN THE CARE OF

T.G. McCarthy Funeral Home

He was preceded in death by his parents, wife Margaret Peulen, son Alex, and his siblings. He is survived by his children Kathleen (Gary) Lochrie, Michael (Anna) Peulen, Rose (Jeff) Jubert, and Mark (Michelle) Peulen, and daughter-in-law Brenda Peulen; grandchildren Kyle (Rose), Chad (Mariah), Alison, Adam, Lia (Elias), Matt, Jade, Dante, and Zach.

Matt held the office of Pueblo County Commissioner for 8 years and was active in several community organizations. He worked for CF&I for 32 years as a millwright, and was actively involved with the Steelworkers Union for several years. He loved his wife and family, and a part of his heart was always in his homeland of Holland.

Special thanks to his caregivers Nanette, Jackie, and Jessica and their families.

A visitation will be held Wednesday December 1, 2021 at 4pm, with a rosary at 6pm at TG McCarthy Funeral Home. Funeral Mass will be Thursday December 2, 2021 at 9:30am at The Cathedral of the Sacred Heart, with interment at Roselawn Cemetery.

PALLBEARERS

Michael Peulen
Pallbearer

Matt Peulen
Pallbearer

Mark Peulen
Pallbearer

Zach Peulen
Pallbearer

Jeff Jubert
Pallbearer

Dante Jubert
Pallbearer

Gary Lochrie
Pallbearer

Kyle Lochrie
Honorary Pallbearer

Chad Lochrie
Honorary Pallbearer

DONATIONS

Pueblo County Courthouse Lighting
Ceremony

Suzanne Kuehn
Chair

Jocelyn Martinez
Vice Chair

Anthony Perko
Secretary



Laurel Campbell

Amy Scoby

Jan Schraner

Heather Norton

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

HPC-23-05

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: July 12, 2023

SUBJECT: Landmark designation review to be forwarded onto City Council

APPLICANTS: Charity Krow, Homeowner

PROPERTY OWNER: Same

LOCATION: 314 W. 18th St. Edward Teller House

REQUEST: To review the Historic Preservation Commission recommendation for 314 W. 18th to be designated as a local Landmark and forward a recommendation to City Council.

Analysis:

The property owner and applicant is requesting designation of 314 W. 18th Street, Edward Teller House, as a local Landmark. The applicant provided documentation to demonstrate that the residence was constructed in 1918 and associated with Edward Teller, quarry owner; Dr. Risley, Pueblo, Superintendent of Pueblo City Schools, and Matt Peulen, two-time County Commissioner. The applicant is seeking designation to honor it's past as well as to utilize the state tax credit for rehabilitation. The home was also considered for inclusion into the North Side Historic District in 2007; however, the property owner, at that time, requested the property be removed from the district.

The residence qualifies under landmark Criteria 1A, significant events/people, for having direct association with Edward Teller, Matt Peulen, and especially Dr. Risely who was the first superintendent of District 60 and published books on education theory nationally. The building also qualifies for nomination under criteria 2A, architecture, as a good example of a Craftsman style home. The subject property is located in the 2022, Pueblo Comprehensive Plan Urban Neighborhoods Future Land Use area, and the landmarking is compatible with the goals of the plan, which highlights the importance of expanding local Landmarks. A detailed review of the Comp Plan compliance is discussed in the staff report, for case number HPC-23-05.

The planning and zoning commission is required to review three items related to historic landmark designation or historic districts according to 4-14-8(g):

Zoning Requirements

The property is zoned R-2, Single Family Residential and contains a single-family residential use. No city initiated, or neighborhood initiated, rezonings or large-scale use changes are under consideration for the street where this residence is located.

Projected Public Improvements

The area along 18th street has served as a single-family neighborhood since the late 1800s with appropriate public improvements. There are no anticipated changes other than ongoing pipe, road, and infrastructure maintenance.

Existing or proposed renewal and development plans

There is no urban renewal project area in the immediate area and there are no pending initiatives for renewal projects along 18th street in the 300 block. While Parkview Hospital nearby is constantly upgrading facilities, the 300 block of 18th street is a stable residential block. The historic designation will create a financial incentive for the homeowner to maintain and redevelop her home in keeping with the historic character.

Applicable Regulations and Prior Action

Pueblo Municipal Code Section 4-14-8(g), the City's Historic Preservation Commission "HPC" recommended approval at their June 21, 2023, meeting by a vote of 5-0. Jocelyn Martinez, moved to approve the application, seconded by Laurel Campbell for designation for the Edward Teller House based on the findings for significance listed in PMC 4-14-8(a)(1)(a) social history and (a)(2)(b), related to architecture.

Recommendation:

If the Planning and Zoning Commission finds the proposed local Landmark furthers the goals of the 2022, Pueblo Regional Comprehensive Plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the immediate neighborhood, a recommendation of approval to City Council is appropriate. Recommends that the Planning and Zoning Commission approve the Historic Preservation Commission's recommendation of approval be forwarded to City Council that 314 W. 18th St. meets the criteria to be designated a landmark.

**HISTORIC PRESERVATION COMMISSION
CITY OF PUEBLO**

NOTICE OF PUBLIC HEARING

Take notice that at a regular meeting to be held at 1:30 P.M., on the 21st day of June 2023, at 1 City Hall Place, Pueblo, Colorado, the Historic Preservation Commission will hear the following application(s):

HPC 23-05

314 W. 18th St. / The Edward Teller House

For Designation of a Landmark as provided in the Historic Preservation Ordinance (Title IV, Chapter 14, of the Code of Ordinances, City of Pueblo) as the same affects the property situated in the City of Pueblo, County of Pueblo and State of Colorado, legally described as Lots 7 and 8, Block 24, Brown's Addition known as 314 W. 18th Street.

A **Nomination for Designation of a Landmark** if it qualifies for significance in criteria of history (criterion 1A), architecture (criterion 2A)

A draft of the nomination will be on file in the Department of Planning and Community Development and will be available for viewing and printing, typically the Friday prior to the meeting.

The Historic Preservation Commission meeting will be held on June 21, 2023, at 1:30 p.m., and by Zoom: Meeting ID: 790 774 9677, Passcode: 25436, Telephone: 1 346 248 7799 US (Houston) or in-person at 1 City Hall Place (3rd Floor City Council Chambers).

Any person may appear before the Historic Preservation Commission at the time and place stated above to be heard on the proposed nomination for designation of a landmark. Individuals who require special arrangements to participate are encouraged to contact the Department of Planning & Community Development at least 72 hours in advance.

Questions may be directed to the attention of Historic Preservation Commission staff.



Scott Hobson
Land Use Administrative Official
719-553-2259



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 28, 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 \$83,046 TO BAHAM CONSTRUCTION, INC., FOR PROJECT NO. 23-119, CONCRETE IMPROVEMENTS - KINGSROYAL BOULEVARD, SETTING FORTH \$9,965 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Baha Construction, Inc., for Project No. 23-119, Concrete Improvements - Kingsroyal Boulevard.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the construction of sidewalk, curb and gutter and ADA curb ramps on the west side of Kingsroyal Boulevard north of State Highway 78. The Resolution awards the construction contract to Baha Construction, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$93,011.00 will be paid from account Project No. C12204, Street Rehabilitation Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-119 Bid Summary

RESOLUTION NO. 15356

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$83,046 TO BAHHA CONSTRUCTION, INC., FOR PROJECT NO. 23-119, CONCRETE IMPROVEMENTS - KINGSROYAL BOULEVARD, SETTING FORTH \$9,965 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-119, Concrete Improvements - Kingsroyal Boulevard have been received and examined; and

WHEREAS, the proposal of Baha Construction, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-119, Concrete Improvements - Kingsroyal Boulevard to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-119, Concrete Improvements - Kingsroyal Boulevard, to be performed, and the contract for said project is hereby awarded to Baha Construction, Inc., in the amount of \$83,046.00.

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 the same.

SECTION 3.

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

Contingencies and Additional Work.....\$9,965.00

SECTION 4.

Funds for Project 23-119 (including contingencies and additional work) shall be from account Project No. CI2204, Street Rehabilitation Project.

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: August 28, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 23-119 (CI2204)
Concrete Improvements - Kingsroyal Boulevard
RESPONSE DEADLINE: August 9, 2023 at 10:00 am
Report Generated: Wednesday, August 9, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Baha Construction, Inc.	\$83,046.00
Empire Construction Services, LLC	\$91,834.76
JARCCO Construction LLC	\$102,197.00

EVALUATION TABULATION
IFB No. 23-119 (CI2204)
Concrete Improvements - Kingsroyal Boulevard

BASE BID

Base Bid					Baha Construction, Inc.		Empire Construction Services, LLC		JARCCO Construction LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	177	SF	\$5.00	\$885.00	\$7.91	\$1,400.07	\$8.00	\$1,416.00
X	2	Remove Curb and Gutter	79	LF	\$18.00	\$1,422.00	\$8.00	\$632.00	\$19.00	\$1,501.00
X	3	Construct Curb Head	71	LF	\$22.00	\$1,562.00	\$31.77	\$2,255.67	\$55.00	\$3,905.00
X	4	Construct Curb and Gutter	79	LF	\$42.00	\$3,318.00	\$49.25	\$3,890.75	\$49.00	\$3,871.00
X	5	Construct 4" Concrete	5040	SF	\$11.00	\$55,440.00	\$10.08	\$50,803.20	\$10.00	\$50,400.00
X	6	Construct 6" Concrete	179	SF	\$17.00	\$3,043.00	\$33.00	\$5,907.00	\$11.00	\$1,969.00
X	7	Construct 6" Asphalt Patch	177	SF	\$18.00	\$3,186.00	\$22.25	\$3,938.25	\$15.00	\$2,655.00
X	8	Install 24"x24" Tactile Band	12	Each	\$350.00	\$4,200.00	\$201.90	\$2,422.80	\$300.00	\$3,600.00
X	9	Class 6 Base Material (Place and Compact)	4	Ton	\$85.00	\$340.00	\$121.14	\$484.56	\$95.00	\$380.00
X	10	Erosion and Sediment Control	1	LS	\$650.00	\$650.00	\$685.46	\$685.46	\$5,500.00	\$5,500.00
X	11	Traffic Control	1	LS	\$3,000.00	\$3,000.00	\$3,600.00	\$3,600.00	\$17,500.00	\$17,500.00
X	12	Mobilization	1	LS	\$6,000.00	\$6,000.00	\$15,815.00	\$15,815.00	\$9,500.00	\$9,500.00
Total						\$83,046.00		\$91,834.76		\$102,197.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Empire Construction Services, LLC	JARCCO Construction LLC
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:			
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass