



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

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

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

A. CALL TO ORDER

President Heather Graham

B. INVOCATION

Pastor Jim Urie, Praise Assembly

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Robert "Bob" Jagger Day - November 27, 2023" - Bob Jagger, Deputy City Attorney

E2 Proclamation Presentation: "Maria Subia Day - October 19, 2023" - Maria Subia, Retired Director of East Side Child Care Center

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 November 13, 2023, as distributed.

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 10/11/2023

M. RESOLUTIONS

- M1 A Resolution awarding a construction contract in the amount of \$498,751.17 to Weathercraft Co., for Project No. 23-139, Roof Retrofit - Human Resources/Heritage Building, setting forth \$100,000.00 for contingencies, and authorizing the Purchasing Agent to execute same
- M2 A Resolution awarding an agreement for Professional Engineering Services in the amount of \$99,000.00 to 3 Rocks Engineering LLC, a Colorado Limited Liability Company, for Project No. 23-107 Design of Street Expansion of Bandera Parkway and authorizing the Purchasing Agent to execute same
- M3 A Resolution awarding a construction contract in the amount of \$82,997 to Central States Roofing Company, for Project No. 23-138, Roof Replacement - Fleet Building Utility Well, setting forth \$20,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M4 A Resolution awarding an agreement for professional consulting services in the amount of \$69,180.00 to American Environmental Consulting, LLC., a Colorado Limited Liability Company, for Project No. 23-101 Consultant for Evaluation of Landfill Operation Alternatives and authorizing the Purchasing Agent to execute same
- M5 A Resolution awarding an Agreement for Professional Consulting Services to Capital Success Group, LLC, a Colorado Limited Liability Company, in the maximum amount of \$54,000 for certain professional analysis, reporting, presentation, tracking, communications, outreach, and related services during the 2024 State Legislative Session
- M6 A Resolution transferring \$33,394.14 from account Project No. CI1502 - Roof Replacements to account Project No. CI2327 - Whitlock Plant Outflow Repairs, awarding Contract Amendment No. 1 in the amount of \$43,453.14 to Parker Excavating, Inc., for Project No. 23-110, Whitlock Plant Outflow Emergency Culvert Repairs, and authorizing the Purchasing Agent to execute same
- M7 A Resolution transferring \$10,000 in the SouthPointe Special Improvement Maintenance District Budget from the "Projects to be Determined" Operating Budget Line Account into the "Repair & Maintenance" Operating Budget Line Account
- M8 A Resolution Approving Amendment No. 1 to the Agreement for Professional Engineering Services Between the City of Pueblo, a Colorado Municipal Corporation, and EV Studio, LLC, a Colorado Limited Liability Company, in the Amount of \$17,060.00 for 23-002, Engineering Design of Mineral Palace Greenhouse, and Authorizing the Purchasing Agent to Execute Same
- M9 A Resolution Awarding Contract Amendment No. 1 in the Amount of \$12,375.18 to and Tony J. Beltramo & Sons, Inc., a Colorado Corporation, for Project No. 23-094, Asphalt Improvements - S. Prairie Avenue (Farabaugh to Prairie Hawk), and Authorizing the Purchasing Agent to Execute Same
- M10 A Resolution approving a Professional Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Multistudio, Inc, relating to Project 23-081A, unified development code for planning department and authorizing the Purchasing Agent to execute same
- M11 A Resolution confirming the appointment by the Mayor of Dianne Danti and Nicholas Sheppard to complete a two-year term expiring December 31, 2024 on the Community Commission on Housing and Homelessness

M12 A Resolution authorizing the Pueblo Urban Renewal Authority to conduct a study to determine whether the proposed Bluffs area is a slum, blighted area, or a combination thereof, and to notify owners of property in the area subject of such study.

M13 A Resolution authorizing the Pueblo Urban Renewal Authority to conduct a study to determine whether the proposed North Elizabeth area is a slum, blighted area, or a combination thereof, and to notify owners of property in the area subject of such study.

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving an agreement for Professional Services in the amount of \$183,710 between the City of Pueblo, a Colorado Municipal Corporation, and Arcadis U.S. Inc., for consulting, hydrologic evaluation and geotechnical analyses and authorizing the Mayor to execute the same

N2 An Ordinance approving a joint funding agreement between the City of Pueblo, a Colorado Municipal Corporation and the U.S. geological survey, to continue the collection of hydrologic data along Fountain Creek and the Arkansas River and authorizing the Mayor to execute said agreement.

N3 An Ordinance approving an agreement for Professional Engineering services in the amount of \$566,050 between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., for consulting engineering and project management services with respect to upgrading the James R. Dilorio Water Reclamation Facility's Rockwell Automation FactoryTalk View Supervisory Control and Data Acquisition (SCADA) system and authorizing the Mayor to execute the same

N4 An Ordinance approving an Amendment to the Management Agreement for the Pueblo Weisbrod Aircraft Museum between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo Historical Aircraft Society, a Colorado nonprofit corporation, and authorizing the Mayor to execute the same.

N5 An Ordinance providing for The City of Pueblo departmental authorized personnel positions for the fiscal year 2024

N6 An Ordinance amending sections 6-5-16 and 6-5-18 of Chapter 5, of Title VI of The Pueblo Municipal Code relating to the classification and pay plan for fiscal year 2024.

N7 An Ordinance approving and ratifying a Supplemental Environmental Project Agreement and approving a modification to said Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Public Health and Environment for the purpose of developing a Household Hazardous Waste program; authorizing the Mayor to execute the modification; accepting funds in the amount of \$378,880.00 from the Colorado Department of Public Health and Environment; and budgeting and appropriating said funds into Project Account No. PL2302 - Household Hazardous Waste Program

N8 An Ordinance approving the 2nd Amendment to the Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation ("City"), and the State of Colorado, Acting by and through the Colorado Department of Transportation ("CDOT"), Project MTF M086-088 (24024)/TAP M086-091 (24079) for Prairie Avenue to Minnequa Lake Trail Project and Authorizing the Mayor to execute same

N9 An Ordinance approving the 1st Amendment to the Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation ("City"), and the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), Project TAP M086-072 (20192) / MTF 086-089 (24054) for the Arkansas River Trail Phase 4 Project and Authorizing the Mayor to Execute Same

- N10 An Ordinance approving and authorizing the Mayor to execute a service agreement between the United Way of Pueblo County, Colorado, Inc., establishing project no PS2308 for the DOT'S program, and budgeting and appropriating grant funds in the amount of \$14,017 for the purposes authorized by the service agreement
- N11 An Ordinance approving the transfer of funds in the amount of \$64,000.00 from the Pueblo Triple Aim Corporation to Project NO. PS2214 for use in the DOTS program.
- N12 An Ordinance approving and authorizing the Mayor to execute a Second Amendment to the Agreement for Professional Services between the City of Pueblo, a Colorado Municipal Corporation, Tatiana Baily, Ph.D., dba Peak Analytics Consulting, and Center for Technology, Research and Commercialization dba Data-Driven Economic Strategies, a Colorado Non-profit Corporation relating to the Pueblo Monthly Economic Dashboard reports
- N13 An Ordinance amending zoning restrictions to rezone approximately three acres of land generally located at 1725 West Pueblo Boulevard from B-3, Highway and Arterial Business Zone District and A-4, Agricultural Four Zone District to B-4, Regional Business Zone District
- N14 An Ordinance approving an agreement between Pueblo School District 60, DBA Pueblo City Schools, and the City of Pueblo for the School Resource Officer Program during the period of January 1 through December 31, 2024, and authorizing Mayor Gradisar to execute same
- N15 An Ordinance making certain legislative findings and approving the North Elizabeth Hotel Urban Renewal Plan
- N16 An Ordinance making certain legislative findings and approving the Bluffs Phase 1 Urban Renewal Plan

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for December 11, 2023, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance levying and certifying the City of Pueblo property tax mill levy made in 2023 for the 2024 budget year - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R2 An Ordinance levying and certifying the Bandera Boulevard Special Improvement Maintenance District property tax mill levy made in 2023 for the 2024 budget year - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R3 An Ordinance levying and certifying the Southpointe Special Improvement Maintenance District property tax mill levy made in 2023 for the 2024 budget year - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R4 An Ordinance approving an amendment to the Cooperative Maintenance Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo School District No. 60, relating to the maintenance of certain park properties, and authorizing the Mayor to execute the Same - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*

- R5 An Ordinance amending Section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code relating to and updating departmental organization to reflect current departmental organization and directors. - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R6 An Ordinance amending section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code relating to departmental organization, abolishing the Department of Housing, establishing the Division of Housing under the Department of Planning and Community Development and amending Subsection 4-8-4(2) of Chapter 8 of Title IV and Section 8-1-8 of Chapter 1 of Title VIII of the Pueblo Municipal Code to make consistent therewith - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R7 An Ordinance amending the fiscal year 2023 Staffing Ordinance by adding one (1) full-time CDBG/Home & Housing Administrator position to the authorized staffing of the Planning & Community Development Department as a part of a reorganization. - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R8 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 CDBG/Home & Housing Administrator - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R9 An Ordinance accepting funds in the amount of \$25,075 from Housing Authority of the City of Pueblo, for costs associated with the asphalt overlay on Sprague Avenue, and budgeting and appropriating said funds to account Project CI2309 - Road & Street Repairs - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R10 An Ordinance approving a time extension for the recording of a vacation plat for the Bluffs Multifamily Housing Development Project and amending Ordinance Number 10322 to conform thereto - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R11 An Ordinance establishing account Project PL2306, 8th Street Bridge Rehabilitation Project, and approving an Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), Project: BRO M086-099 (25513) in the amount of \$105,000, transferring \$26,250 from account Project CI2204 to PL2306, budgeting and appropriating funds in the amount of \$131,250 and authorizing the Mayor to execute same - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R12 An Ordinance approving a Deferred Improvements Agreement between InhabX, LLC, a Colorado limited liability company, and the City of Pueblo, a Colorado Municipal Corporation, relating to the construction of public improvements incidental to a rearrangement of property boundaries and authorizing execution thereof by the Mayor - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R13 An Ordinance of the City Council of the City of Pueblo, Colorado, amended Title V of the Pueblo Municipal Code, regarding elections - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R14 An Ordinance of the City Council of the City of Pueblo, Colorado, Amending Chapter 2 Title V of the Pueblo Municipal Code, regarding campaign expenditures and disclosures - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R15 An Ordinance calling a Special Municipal Election to be held on Tuesday, January 23, 2024, and submitting to the registered electors of the City of Pueblo the candidates for the Mayoral Runoff - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*

- R16 An Ordinance approving an Agreement of Purchase And Sale of Real Property Between Community Health Center Inc., and The City Of Pueblo for the purchase of 1302 East 5th Street Pueblo, Colorado 81001 in the amount of Four Hundred Thirty Eight Thousand Two Hundred Seventy One Dollars and no cents (\$438,271) to be paid from Project No. CI-2113, American Rescue Plan Act, as authorized by Section 603 (a) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35 and authorizing the Mayor to execute the same - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R17 An Ordinance rescinding Resolution 15406, approving and accepting a grant in the amount of \$120,000 from the Colorado Department of Human Services Local Food Purchase Assistance Program on behalf of the Pueblo Food Project, budgeting and appropriating \$120,000 to Project No. CI2328, and ratifying the Mayor's signature of the grant agreement - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R18 An Ordinance approving and accepting a 2022 Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance, Project Safe Neighborhood Grant in the amount of \$152,714 for the purchase of Shotspotter, authorizing Mayor Gradisar to execute the grant award letter and related documents, establishing project number PS2315, and budgeting and appropriating the grant funds of \$152,714 to said project - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- R19 An Ordinance approving and accepting a U.S. Department of Justice 2023 Rural and Small Department Violent Crime Reduction Program Grant, Award Number 15PBJA-23-GG-05332-BSCI, and applicable conditions pertaining thereto, establishing project number PS2317, budgeting and appropriating funds not to exceed \$300,000.00 for the purchase of Shotspotter, authorizing Mayor Gradisar to execute same and ratifying his signature thereto - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Martinez may ask to be excused from the meeting due to a potential conflict of interest with agenda item number S-1, Councilor Maestri may ask to be excused from the meeting due to a potential conflict of interest with agenda item number S-2 .

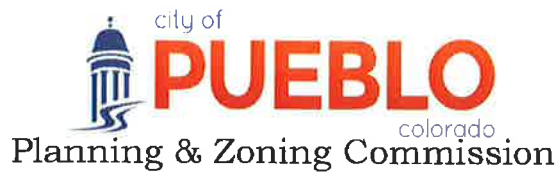
- S1 An Ordinance making appropriation for the general fund, special revenue funds, enterprise funds, internal service funds, debt service funds, and capital project funds for the fiscal year 2024 and adopting the budget for the year 2024 - *Introduced November 13, 2023 by Councilor Vicente Martinez Ortega*
- S2 A Resolution awarding a construction contract in the amount of \$599,998.87 to Colorado Front Range Roofing, for Project No. 23-100R, Roof Replacement - Streets Maintenance Facility Rebid, setting forth \$150,001.13 for contingencies, and authorizing the Purchasing Agent to execute same

T. ADJOURN

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, October 11, 2023 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:37 p.m. with Commissioner Castellucci presiding.

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

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Attorney; David Wyatt, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Mikaylin Hackley, Planner, Jay-Michael Baker, Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent: None

Approval of the Agenda: Bailey moved to continue Z-23-06 to the November 8, 2023, meeting and approve the October 11, 2023, agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Meeting - URP-23-01 The Bluffs

Principle Planner, Beritt Odom, provided the Bluffs, Phase 1, Urban Renewal Plan Staff Report.

Jerry Pacheco, Executive Director of Pueblo Urban Renewal Authority, and John Wark, developer, were sworn in and spoke in favor of the application. Mr. Pacheco presented a memorandum to the Commission addressing City staff's suggested amendments to the Urban Renewal Plan, Exhibit 1. No one spoke in opposition.

Commission Action: Bailey motioned to approve the Government Use Development Plan Review located at 190 Riverwalk, with condition the two staff conditions: 1. Remove all references to the Bluffs Phase 1, Urban Renewal Plan providing support for affordable housing; 2. Remove references to the Bluffs Phase 1, Urban Renewal Plan providing legal regulatory measures to encourage productive use of the site and keep references to Goal 6.2 and subsections as they conform with the Comprehensive Plan. seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

1. GU-23-04 Government Use Development Plan Review: Located at 190 Riverwalk Pl. The City of Pueblo is requesting a development review of a riverwalk channel expansion and the construction of a boathouse. Mikaylin Hackley, Planner, provided the staff report.

Hearing: Applicant, Steven Meier, Director of Parks and recreation was sworn in and spoke in favor of the application and answered all commission questions. No one appeared in opposition.

Commission Action: Bailey motioned to approve the application seconded by Avalos.

Motion Passed: 7-0

2. V-23-06 512201002 – Easement Vacation Skyview Subdivision. Proposed Drainage and Detention Easement Vacation in Lot 1, Block 2, Skyview Subdivision. Staff report by Jay-Michael Baker, Planner.

Hearing: Applicant was not present.

Commission Action: Bailey moved to continue the application to the November 8, 2023, meeting, seconded by Aznar.

Motion Passed: 7-0

3. Z-23-06 *Continued to November 8, 2023*, Belmont Place Planned Unit Development Amendment Rezoning. Proposed amendments to the Belmont Place Planned Unit Development Guide. Staff report by Wade Broadhead, Sr. Planner.

Approval of Minutes:

1. Spinuzzi moved to approve the minutes from the **September 13, 2023**, seconded by Bailey.

Old/New Business

There being no further business the Regular Meeting was adjourned at 4:28 p.m.

Respectfully submitted,



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: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$498,751.17 TO WEATHERCRAFT CO., FOR PROJECT NO. 23-139, ROOF RETROFIT - HUMAN RESOURCES/HERITAGE BUILDING, SETTING FORTH \$100,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Weathercraft Co., for Project No. 23-139, Roof Retrofit - Human Resources/Heritage Building.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the retrofit of the existing Human Resources/Heritage Building roof with a modified bitumen 2-ply hot asphalt roof with flood and gravel.

This Resolution awards the Construction Contract to Weathercraft Co.

FINANCIAL IMPLICATION

Funding, including contingencies, in the amount of \$598,751.17, will be paid from account Project CI2308, Roof & RTU Replacement - Hr/SOCO.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-139 Bid Summary

RESOLUTION NO. 15426

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$498,751.17 TO WEATHERCRAFT CO., FOR PROJECT NO. 23-139, ROOF RETROFIT - HUMAN RESOURCES/HERITAGE BUILDING, SETTING FORTH \$100,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-139, Roof Retrofit - Human Resources/Heritage Building have been received and examined; AND,

WHEREAS, the proposal of Weathercraft Co., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-139, Roof Retrofit - Human Resources/Heritage Building to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-139, Roof Retrofit - Human Resources/Heritage Building to be performed, and the contract for said project is hereby awarded to Weathercraft Co., in the amount of \$498,751.17.

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.....\$100,000.00

SECTION 4.

Funding, in the amount of \$598,751.17, will be paid from account Project CI2308, Roof & RTU Replacement - HR/SOCO.

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.

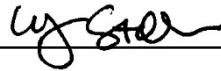
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



City of Pueblo
Purchasing

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

EVALUATION TABULATION
IFB No. 23-139 (CI2308)
Roof Retrofit - Human Resources/Heritage Building
RESPONSE DEADLINE: November 8, 2023 at 11:30 am
Report Generated: Friday, November 10, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Weathercraft Co.	\$498,751.17
Colorado Front Range Roofing	\$499,179.97
Central States Roofing Company	\$524,345.00
L.E. Roofing, LLC	\$529,679.09
Gwaltney LLC dba Diamond Roofing	\$570,000.00
Colorado Moisture Control, Inc.	\$674,951.00

EVALUATION TABULATION

IFB No. 23-139 (CI2308)

Roof Retrofit - Human Resources/Heritage Building

TABLE 1 (Table 1 of 2)

Selected	Line Item	Description	Quantity	Unit of Measure	Central States Roofing Company		Colorado Front Range Roofing		Colorado Moisture Control, Inc.		Gwaltney LLC dba Diamond Roofing		L.E. Roofing, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Install modified bitumen roof with 2-ply hot asphalt with flood and gravel coating	1	LS	\$461,345.00	\$461,345.00	\$449,261.97	\$449,261.97	\$659,951.00	\$659,951.00	\$565,000.00	\$565,000.00	\$510,025.09	\$510,025.09
X	2	Mobilization	1	LS	\$63,000.00	\$63,000.00	\$49,918.00	\$49,918.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$19,654.00	\$19,654.00
Total						\$524,345.00		\$499,179.97		\$674,951.00		\$570,000.00		\$529,679.09

TABLE 1 (Table 2 of 2)

Selected	Line Item	Description	Quantity	Unit of Measure	Weathercraft Co.	
					Unit Cost	Total
X	1	Install modified bitumen roof with 2-ply hot asphalt with flood and gravel coating	1	LS	\$478,801.12	\$478,801.12
X	2	Mobilization	1	LS	\$19,950.05	\$19,950.05
Total						\$498,751.17

EVALUATION TABULATION

Public Improvement Invitation for Bid - Roof Retrofit - Human Resources/Heritage Building

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EVALUATION TABULATION

IFB No. 23-139 (CI2308)

Roof Retrofit - Human Resources/Heritage Building

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Central States Roofing Company	Colorado Front Range Roofing	Colorado Moisture Control, Inc.	Gwaltney LLC dba Diamond Roofing	L.E. Roofing, LLC	Weathercraft Co.
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS						
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:						
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Roof Retrofit - Human Resources/Heritage Building

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EVALUATION TABULATION

IFB No. 23-139 (CI2308)

Roof Retrofit - Human Resources/Heritage Building

Question Title	Central States Roofing Company	Colorado Front Range Roofing	Colorado Moisture Control, Inc.	Gwaltney LLC dba Diamond Roofing	L.E. Roofing, LLC	Weathercraft Co.
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Roof Retrofit - Human Resources/Heritage Building

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$99,000.00 TO 3 ROCKS ENGINEERING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-107 DESIGN OF STREET EXPANSION OF BANDERA PARKWAY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to 3 Rocks Engineering LLC, to render certain professional planning, design, civil engineering, and related services. 3 Rocks Engineering LLC, was determined to be the most responsible bidder and will be awarded a contract in the amount of \$99,000.00.

PREVIOUS COUNCIL ACTION:

The 2023 budget, approved on November 28, 2022, budgeted \$750,000 to Project CI2305 - Street Expansion - Bandera Pkwy.

BACKGROUND:

The project includes the design of a 450-foot street expansion for Bandera Parkway in Pueblo, Colorado. The limits of work will be adjacent to Lots 6 and 10, City View Filing No. 1, between Aramis Court and Liezl Street. The scope of services includes the preliminary design (schematic) phase, final design phase, preparation of contract documents and bidding phase, and construction services phase.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$99,000.00 will be paid from CI2305 – Street Expansion - Bandera Pkwy.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in cancellation of the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-107 3 Rocks Agmt for Design of Street Expansion of Bandera Parkway

RESOLUTION NO. 15427

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$99,000.00 TO 3 ROCKS ENGINEERING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-107 DESIGN OF STREET EXPANSION OF BANDERA PARKWAY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of 3 Rocks Engineering LLC, a Colorado Limited Liability Company, for Project No. 23-107 Design of Street Expansion of Bandera Parkway, has been received and examined; AND,

WHEREAS, the Proposal of 3 Rocks Engineering LLC, a Colorado Limited Liability Company, was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-107 Design of Street Expansion of Bandera Parkway to be performed, and the Contract for said services is hereby awarded to 3 Rocks Engineering LLC, a Colorado Limited Liability Company, in the amount of \$99,000.00.

SECTION 2.

Funds for said Agreement shall be paid from Project No. CI2305 - Street Expansion - Bandera Pkwy.

SECTION 3.

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

SECTION 4.

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

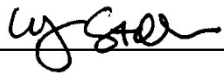
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



**AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
3 ROCKS ENGINEERING LLC**

23-107

DESIGN FOR STREET EXPANSION OF BANDERA PARKWAY

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND 3 ROCKS ENGINEERING LLC

1. GENERAL

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and 3 Rocks Engineering LLC, a Colorado Limited Liability Company (hereinafter referred to as "Consultant") a professional engineering firm, for engineer to render certain professional planning, design, civil engineering, and related services for City in connection with Bid 23-107 Design of Street Expansion of Bandera Parkway, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

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

[n/a] - Study and Report Phase

[X] - Preliminary Design Phase

[X] - Final Design Phase

[X] - Construction Documents Phase and Bidding Phase*

[X] - Construction Services Phase

*Note: Construction Documents Phase and Bidding Phase separated in Schedules

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

- E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.
- F. Any engineering services provided under this Agreement shall be performed under the direction and supervision of registered/licensed engineer in the State of Colorado.
- G. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase.

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

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

2.2. Preliminary Design Phase

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

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

2.3. Final Design Phase

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

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

- D. Based upon Consultant's best professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.
- E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.4. Construction Documents Phase and Bidding Phase

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

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

2.5. Construction Services Phase

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

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

drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

- L. The Consultant shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the City or Contractor, the Consultant shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Consultant shall be final and binding on the Contractor and City, unless the Director of Public Works of the City shall, within seven calendar days after receipt of the Consultant's interpretation or decision, file its written objections thereto with the Consultant and Contractor.

2.6. Additional Responsibilities

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

- A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.
- B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.
- C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering services provided, commensurate with the size, scope, and nature of the Project.
- D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.
- E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in

Schedule 4 "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.
- F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.
- G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (1) that Consultant considers the work beyond the scope of this Agreement, (2) the reasons the Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

- A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.
- B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

- C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.
- D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.
- G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.
- H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$99,000.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase. Notwithstanding any provision of this

Agreement to the contrary and if City direct performance of the add alternates for Subsurface Engineering and Right-of-Way, City will pay to Consultant as full compensation for all services required to be performed by Consultant with respect to said add alternatives an amount not to exceed \$12,000.

- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed

final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Access to Property Not Under City's Control

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

7.5. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, 3 Rocks Engineering LLC, Attn: Alex Ewers, Principal-in-Charge, 430 Main Street, Canon City, CO, 81212. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.6. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, 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 that 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 County of Pueblo.

7.7. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 23-107 Design of Street Expansion of Bandera Parkway are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.8. Subcontracts

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

7.9. Successors and Assigns

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

7.10. Amendments

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

7.11. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent

of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.12. Appropriations

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

Financial obligations of the City payable after the current City Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. INSURANCE

9.1. Conditions

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

9.2. Minimum Requirements

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

written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

1. To the extent that the work necessitates the coverage, the Consultant's Commercial General Liability Insurance shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage.
- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than \$1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

9.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). 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.

10. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally

impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Service" consisting of 4 pages.
- Schedule 2 - "Fee Schedule" consisting of 2 pages.
- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 9 pages.

14. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

3 ROCKS ENGINEERING LLC

By _____
Naomi Hedden, Director of Purchasing

By _____
Alex Ewers, Principal-in-charge

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Robert Jagger, City Attorney

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

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated August 22, 2023, Section 3

3.3. Scope of Service

All drawings, designs, plans, specifications, etc. shall follow CDOT format. Designs shall comply with the most current versions of the *Public Right-of-Way Accessibility Guidelines* (PROWAG), CDOT Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and City of Pueblo *Standard Construction Specifications and Standard Details* adopted April 11, 2022.

A. Preliminary Design

1. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria.
2. Perform fieldwork (geotechnical testing, surveying, etc.) as required to provide the complete design.
3. Prepare preliminary design plans (considered as 30% complete relative to final design) that adequately represent the design intent provided by the City of Pueblo.
4. Prepare and submit preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
5. Prepare and submit a requirements checklist of any subsurface investigation, right-of-way acquisition, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
6. Provide written disclosure of significant design assumptions, design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to Owner based thereon. Consult with City and determine the general design concept and Project requirements prior to development of preliminary design documents.
7. Prepare and submit to the City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
8. Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, etc.).
9. Prepare Legal Description and Exhibit of Property that will need to be acquired for roadway construction.

10. Allow a minimum two (2) full weeks for City staff review.
11. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to the City for City's use
12. Coordinate a Field Inspection Review (FIR) meeting with the City staff to review the design plan comments.
13. Incorporate review and FIR comments into documents after the FIR Meeting.
14. Prepare for and host one (1) public information meeting. The City will coordinate the location and advertising. The consultant shall provide materials, slideshow and exhibits for presentation.

B. Final Design Phase

1. Perform final engineering and site design. Consultant shall include plans and profile, sections, storm water plans, and related work (including all incidentals).
2. Make reasonable revisions to the Drawings and Specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.
3. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.
4. Based upon Consultant's customary and usual 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.
5. Provide Legal Description and Exhibit Stamped by LS of Property that will need to be acquired for roadway construction.
6. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City.
7. Allow a minimum two (2) full weeks for City staff review.
8. Coordinate a 90% Final Office Review (FOR) meeting with the City staff to review the design plan comments.
9. Incorporate review and FOR comments into documents after the FOR Meeting.

C. Preparation of Contract Documents

1. Provide stamped Contract Documents (drawings, specifications, bid tabulation, etc.) for bidding the project in accordance with the requirements of the Director of Public Works and the City's procurement process.
2. Digital project files shall be provided in both PDF and native formats (AutoCAD, Word, Excel, etc.) prior to release of final payment.
3. Provide final cost estimate and bid tabulation in Microsoft Excel format.

D. Bidding Phase

1. The City will develop bidding materials including the Invitation to Bid documents, instructions to bidders, other necessary forms, and supplements required by the City as necessary to ensure that prospective bidders are fully informed regarding the construction and materials requirements.
2. Consultant will:
 - a. Assist City departments with any necessary meetings, addenda, etc.
 - b. Participate in a pre-bid conference and walkthrough on site with construction bidders and the City of Pueblo to discuss project requirements.
 - c. Interpret and clarify contract documents for bidders.
 - d. Assist the City with requests for information from bidders and coordinate with the City for responses and required modifications.
 - e. Prepare documentation related to any modifications that may be required.
3. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.
4. Note: Any approved modifications to the bidding documents will be issued by Addendum by the City.

E. Construction Services Phase

1. Provide all services necessary to provide post construction award services (PCAS) to include but not limited to the following:
 - a. Assist with resolution of critical construction issues as needed in an "on call" capacity (estimate 20 hours)
 - b. Attend pre-bid, pre-construction, and other critical meetings as related to the project (estimate 5 hours).

- c. Attend specific construction issue meetings on an on-call basis (estimate 20 hours)
- d. Consultant shall prepare final as-built drawings, based on redlines from the contractor.

F. Project Implementation

- a. At no time will Consultant be allowed to begin a project phase prior to approval and expect to be reimbursed by City. All project phases shall be assigned and coordinated with the City's Project Manager.
- b. Cost overages during the project must be pre-authorized and obtain written approval of the City's Project Manager.

3.4. Bid Alternates

Provide the following costs as separate line items which will be added to the agreement if City determines the services are required.

1. Subsurface Utility Engineering (SUE)

- a. Provide SUE in accordance with ASCE 38.
- b. Provide a SUE investigation and report/letter to support the design.
- c. It is anticipated that the preliminary SUE report will include Quality Level D data on all utilities and Quality Level B if caissons are to be installed.

2. Right-of-way Acquisition

- a. Verify ownership of properties and recorded easements, obtain title commitments for affected parcels, and research land records.
- b. Based on the preliminary design plans, prepare a preliminary set of right-of-way (ROW) plans showing jurisdictional boundaries, proposed encroachments onto adjacent properties as a result of the preliminary design and/or utility relocations.
- c. Plans are to be prepared in general conformance with the requirements of CDOT's ROW Manual.
- d. If needed, provide detailed identification of any necessary land acquisitions, temporary and permanent easements, and provide legal descriptions and exhibits for acquisitions.

3.5. Project Implementation

- A. At no time will Consultant be allowed to begin a project phase prior to approval and expect to be reimbursed by City. All project phases shall be assigned and coordinated with the City's Project Manager.
- B. Cost overages during the project must be pre-authorized and obtain written approval of the City's Project Manager.

Schedule 2

Fee Schedule

Excerpt from Consultant's Pricing Proposal dated September 19, 2023, Submitted Online
and excerpt from Consultant's Proposal dated September 19, 2023, page 34

Pricing Proposal for Scope of Service				3 Rocks Engineering
Line Item	Description	Quantity	Unit of Measure	Total
1	Preliminary Design (Schematic) Phase	1	Lump Sum	\$45,000.00
2	Final Design Phase	1	Lump Sum	\$35,000.00
3	Preparation of Contract Documents	1	Lump Sum	\$5,000.00
4	Bidding Phase	1	Lump Sum	\$3,000.00
5	Construction Services Phase	1	Lump Sum	\$11,000.00
	Subtotal			\$99,000.00
6	Subsurface Utility Engineering (SUE)	1	Lump Sum	\$6,000.00
7	Right-of-Way Plans	1	Lump Sum	\$6,000.00
	Grand Total			\$111,000.00

Continue to next page

3 Rocks Engineering Professional Service Rates

Labor Category		Rate/ Hour
(P)	Principal Engineer	\$175.00
(SPM)	Senior Project Manager	\$198.00
(PM)	Project Manager	\$176.00
(E4)	Senior Engineer	\$165.00
(E3)	Project Engineer	\$150.00
(E2)	Design Engineer	\$135.00
(E1)	EIT	\$121.00
(DT2)	Advanced Design Technician	\$125.00
(DT1)	Design Technician	\$110.00
(D4)	Drafting Manager	\$108.00
(D3)	Advanced Drafter	\$105.00
(D2)	Intermediate Drafter	\$90.00
(D1)	Drafter	\$77.00
(I)	Intern	\$66.00
(A)	Administrative Assistant	\$70.00

Effective 01/01/2023

Note 1: Classifications and job titles may change without notice. Full time, part time, network and/or contracted staff personnel will be invoiced at these rates for professional services. Charges for personnel are portal-to-portal. Personnel travel time will be invoiced at the standard hourly rate specified in this Schedule. Personal vehicle mileage will be invoiced at the maximum allowable rate published by the IRS.

All third-party project expenses are invoiced at cost plus 10%. Travel expenses (other than mileage) are invoiced at cost plus 10%. Air travel in the continental US is Coach Class invoiced at cost plus 10%.

International air travel is Business Class invoiced at cost plus 10%. All costs and reimbursable expenses in excess of \$50.00 will be substantiated by receipts and/or company records.

Note 2: Other professional service positions and rates may be added with prior written notice.

Note 3: All amounts due 3 Rocks Engineering LLC shall be payable upon presentation of an invoice which shall be rendered monthly unless other arrangements have been made.

Note 4: 3 Rocks Engineering reserves the right to suspend work or terminate this Agreement and charge 1.5% interest per month on invoiced amounts when invoices are thirty (30) days past due. All attorney fees, court costs, accrued interest and other interest and other collection costs incurred during collection procedures for delinquent accounts shall be paid to 3 Rocks Engineering LLC.

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal dated September 19, 2023, Page 32

The City of Pueblo did not provide a general design schedule in the RFP so 3 Rocks is using November 3rd as a possible NTP. The design schedule shown below shows project milestones and breaks the project design into four phases: 1. Data Collection and Field Work, 2. Preliminary Design, 3. Final Design, and 4. Construction Documents. A public meeting (if necessary) is included near the beginning of Preliminary Design to get feedback on changes or additions that the public would like to see before the design progresses too far. Key factors for keeping the project on schedule will be:

- Completion of the topographic survey. Design cannot begin in earnest until a base map of existing conditions is available.
- City review period of the Preliminary (FIR) and Final (FOR) design plan sets. Ten working days for the reviews were assumed in the schedule.
- Anticipated meetings with the City include: 1. Project Kick-off (November 9), 2. Review of Design Assumptions (December 6 (if necessary) 3. Field Inspection Review (FIR) meeting (January 31), 4. Final Office Review (FOR) meeting (March 13). Additional coordination meetings can be scheduled as needed.

Event/Task (Number of calendar days)	Start Date or Duration
Notice to Proceed	November 3, 2023
Design Kick-off Meeting - 3 Rocks, City	November 9
Data Collection/Field Work -survey, geotechnical (22)	November 10- December 1
Design Assumptions Memorandum	December 6
Preliminary Design phase (36)	December 7- January 11
Public Open House	December 13
FIR Submittal, Review period, FIR Meeting (20)	January 12- January 31
Final Design Phase (22)	February 1- February 22
FOR Submittal, Review period, FOR Meeting (20)	February 23- March 13
Construction Document preparation (15)	March 14- March 28
Final CD submittal	March 29, 2024

Capacity/Workload

3 Rocks Engineering has a total of 17 full-time employees. Of that total, 10 are within our Civil/Transportation group and are available to work on this project. Our current workload is about 70% for our drafters and designers, and about 50% for our senior engineers and managers. Since most of our current projects are short in duration, our availability will increase in the next few months. Civil department wide, we anticipate having at least 50% of our work time available to dedicate to this project. We also can draw resources from our subconsultant team to accelerate the design schedule if needed by the City.

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated September 19, 2023, Pages 11 - 20

CONSULTANT TEAM

PRIME

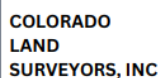


3 Rocks Engineering- *Cañon City, Buena Vista, & Colorado Springs*

3 Rocks Engineering was founded in 2019 in Cañon City, Colorado, to provide high-quality civil and structural engineering services for our neighbors throughout Colorado and beyond. We have grown to include offices in Buena Vista and Colorado Springs and offer Civil, Structural, and Transportation engineering. Our team has a track record of making clients successful by customizing every aspect of the project to best fit your specific needs.

- **Role-** Project management, agency coordination, roadway and sidewalk design, drainage analysis and design, plan production, public involvement lead, utility coordination

SUBCONSULTANTS



Colorado Land Surveyors, Inc- *Pueblo*

- **Role-** topographic survey and right-of-way definition



Vivid Engineering Group- *Colorado Springs*

VIVID Engineering Group, Inc. (VIVID) provides geotechnical, environmental, and construction support services focused on transportation, water, energy, utility, government, and commercial market sectors, for which our principals have over 120 years of collective experience. We are currently comprised of four principal owners and 60 additional staff.

CONSULTANT TEAM

VIVID's services will be performed out of our Colorado Springs office and laboratory facility. Our lab facilities are AASHTO (AMRL/CCRL) certified and full-service geotechnical and construction materials testing laboratories for soil, aggregate, concrete, and asphalt testing. VIVID's professional engineers and support staff that are slated for this project have decades of practical experience including a significant amount of transportation related experience for numerous entities including FHWA-Central Federal Lands Highway Division, Colorado Department of Transportation, and southern Colorado agencies including City and County of Pueblo, Pueblo West, Cañon City, City of Fountain, City of Colorado Springs, and El Paso County.

- **Role- soil investigations and geotechnical recommendations.**

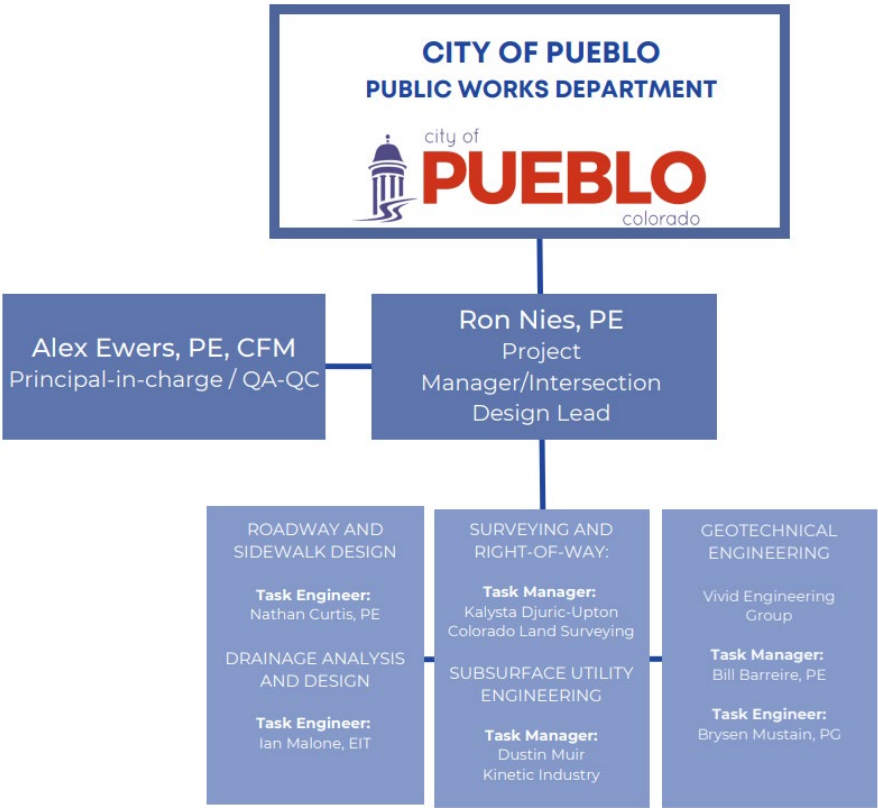


Kinetic Industry- Denver

- **Role- Subsurface Utility Engineering (SUE)-locating and marking**

PROJECT TEAM AND STRUCTURE

ORGANIZATIONAL CHART



All staff is 3 Rocks Engineering unless otherwise noted

TEAM BIOS- PRIME



■
Alex Ewers
PE, CFM
■

Role: Principal-in-Charge

Project management and civil engineering design with an emphasis on communication to ensure quality and efficiency. Alex’s relationship with clients like The City of Cañon City and Fremont County have led to repeat work and regular communication. His work includes small and large commercial developments, master drainage studies, highway and local intersection design, residential subdivisions, LOMRs, and a variety of hydraulic and hydrologic studies. Recent projects include Love’s RV Park in Walsenburg, The Abbey Planned Development District in Cañon City, Fremont RE-2 additions, Fremont County Regional Airport master drainage study and improvements design, and a stream stabilization project for Trout Unlimited.

Licensed Engineer:
Colorado, Texas

Location:
Cañon City, CO

Experience:
10 years

Education:
Bachelor of Science in Civil Engineering, Texas Tech University



■
Ron Nies
PE
■

Role: Task Manager/Lead Roadway and Traffic Engineer

Design team leadership and transportation design with an emphasis on serving the public sector. Clients have included urban and rural counties and municipalities. His work includes roadway design on urban/rural roads, collectors/arterials/highways, signalized/non-signalized and roundabout intersections. Construction site monitoring throughout construction and review of drawings, permits and reports at all phases of design. Past recent projects include I-70 S. Frontage Road Widening and Roundabout, Vail, CO; Streetscape Master Plan, Red Cliff, CO; Highway 135 Gunnison to Crested Butte Bus stops and shelters, Gunnison Valley Rural Transit Authority; Blake Street Reconstruction- US50 to Park Ave., Salida, CO.

Licensed Engineer:
Colorado

Location:
Buena Vista, CO

Experience:
33 years

Education:
Bachelor of Science in Civil Engineering, Colorado School of Mines

TEAM BIOS- PRIME



■
**Nathan
Curtis**
PE
■

Role: Lead Civil and Hydraulic/Hydrology Engineer

Career emphasis on commercial development with an exceptional ability to conduct site investigation research into zoning codes as well as zoning processes (site plan reviews, rezoning processes, platting processes, etc.). Multi-family subdivision design experience along with the drainage and utility designs to support commercial and residential developments.

Licensed Engineer:
Colorado, Kentucky

Location:
Cañon City, CO

Experience:
6 years

Education:
Bachelor of Science in Civil
Engineering, Lipscomb University

TEAM BIOS- SUBCONSULTANTS

William (Bill) Barreire (Vivid Engineering Group)- Geotechnical Engineering Manager

Mr. Barreire is a registered Professional Engineer in Colorado with 30 years of local geotechnical experience including a significant amount of transportation and municipal infrastructure and facilities related experience for numerous entities including Colorado Department of Transportation (including CDOT Local Agency projects), City of Pueblo, County of Pueblo, and Pueblo West. His expertise includes providing geotechnical design recommendations and construction testing and inspection services for bridge foundations, minor structures, utilities, roadway embankment construction, slope and earth retention systems, pavements, utilities, and facilities for design-bid-build and alternative delivery such as design-build, P3, and CM/GC. Mr. Barreire has delivered similar geotechnical services on over 50 projects in Pueblo between 2008 and 2023.

STATEMENT OF QUALIFICATIONS



**Alex
Ewers**

PE, CFM

Alex provides civil engineering consulting services for land development, floodplain analysis, and utility design throughout Colorado. His experience includes floodplain and bridge scour analyses, master drainage studies, utility main extensions, road design, residential subdivisions, and commercial developments. His custom-fit design abilities and considerate, consistent communication with clients have allowed us to have the ability to get repeat work from private and public clients on a variety of projects. By focusing on the details in every project and working closely with the client, municipal reviewer, and community, projects are consistently completed with minimal interruptions and satisfactory results.

Location:

Cañon City, CO

Licensed Civil Engineer:

Colorado, Texas

Education:

Bachelor of Science in Civil Engineering, Texas Tech University

Experience:

10 years

Certifications:

Certified Floodplain Manager

Associations:

-Member of CASFM (Colorado Association of Storm and Floodplain Managers)
-FEDC (Fremont Economic Development Corporation) Board

SELECT EXPERIENCE

Holiday Inn Express Access, Cañon City, CO 2020-2021

When the hotel's civil engineer declined to design the access from US Highway 50, 3 Rocks Engineering stepped in to work with the owner, the city, adjacent property owners, and CDOT. Alex designed the access per CDOT's requirements, and the access was built. Despite completing successful proof roles, a sinkhole opened after a large storm event due to issues with a pre-existing 20' deep utility trench. Alex immediately worked with all parties to create a temporary repair and then the final solution that is in place today. The success of this project wasn't that problems didn't occur, it is that we were able to work with all the stakeholders to solve the problems and see the project through.

Keystone Ridge Subdivision, Cañon City, CO 2019-2022

Acting as the Project Engineer, Alex worked with our team to design all onsite civil infrastructure including the roads, drainage infrastructure, utilities, and sidewalks for this 70+ lot residential neighborhood.

Royal Gorge Route Train Station, Cañon City, CO 2022-Present

Serving as the Project Engineer, Alex is working with the client to address civil infrastructure surrounding additions, walkways, and parking. We are also working on the neighboring project for Royal Gorge Rafting at 3rd Street and Royal Gorge Boulevard (Hwy 50) and have used the opportunity to create solutions that work well for both parties.

Love's Travel Stop & RV Stop, Cañon City, CO 2021-Present

Acting as the Project Engineer, Alex worked with our team to design a 125 space RV Park and Tier II Travel Stop. Our team's drafting and design abilities helped complete this project much faster than what we have been told their projects of similar nature typically take. This project started with nearly raw land and we will oversee the project from the design process of the subdivision through the entirety of construction. The construction cost of this project is over twenty-million-dollars.



Ron Nies
PE

Ron Nies has 33 years of experience in transportation projects, specializing in roadway and interchange design. Ron provides project management, design coordination, plan production, and quality control for a wide range of transportation projects. Ron has extensive experience in all phases of design and is well acquainted with design standards ranging from AASHTO and the Colorado Department of Transportation (CDOT) to local municipalities. His clients include city and county governments throughout Colorado, federal agencies, and private contractors.

Location:
Buena Vista, CO

Licensed Civil Engineer:
Colorado

Education:
Bachelor of Science in Civil Engineering, Colorado School of Mines

Experience:
33 years

Certifications:
CDOT Stormwater Management Preparer I

Affiliations:
-American Society of Civil Engineers

INTERSECTION IMPROVEMENT PROJECT EXPERIENCE

West Trail Extension and Underpass, Steamboat Springs, Colorado – Project Manager for Civil engineering services for the extension of sidewalk and core trail along US40 and the Yampa River. The project included a new 10-foot-wide sidewalk, 10-foot-wide concrete core trail, and a soft-surface trail going thru soon to be developed ranch land. Work done by the design team includes surveying, utility locating and marking, drainage improvements along the trail length. The overall design team consisted of multiple design team staff (surveying, design, drainage, utilities, environmental, and structural) as well as three subconsultant firms. Estimated construction cost for the project is \$5.0 million. Client: City of Steamboat Springs Public Works

South Frontage Road Widening and Roundabout, Vail, Colorado – Project Manager for Civil engineering services for the widening of the frontage road on the south side of I-70 and the addition of a two-lane roundabout just west of the existing Town Center Roundabout. Included new roadway and driveways, retaining walls, 72-inch culvert extension for Middle Creek and extensive landscaping to meet Town of Vail standards. As project manager, Ron supervised all work done by the design team including surveying, utility locating and marking, geotechnical engineering, environmental clearances, retaining walls, and drainage system. The project required reviews and approvals from CDOT. Overall construction cost for the project is \$8.0 million. Client: Town of Vail Public Works

Streetscape Master Plan, Red Cliff, Colorado – Project Manager for Civil engineering services for the creation of a Master Plan that would create an improved roadway and drainage infrastructure for the core area of the Town of Red Cliff. The Master Plan included widened streets, improved intersections, added sidewalks, designated parking, pedestrian crossings, improved stormwater drainage, lighting and roadway pavement design. As project manager, Ron supervised all work done by the design team including surveying, utility locating and marking, geotechnical engineering, right-of-way research and definition, and drainage. The project included an extensive public involvement process involving open houses, Town board sessions, a project website and attending community events. Client: Town of Red Cliff Public Works



■
**Ron
Nies**

PE
■

Gregory Street Relocation, Black Hawk, Colorado – Served as Project Manager for Civil engineering services for the relocation of Gregory Street between High Street and Selak Street in Black Hawk, Colorado. The length of the relocation is approximately 1,300 feet and includes surveying, the redesign of the Bobtail Road intersection, drainage improvements to enhance the passage of the 100-year flood event, retaining walls, rock anchor slopes and utility replacements, including extensive water and sewer line relocations. The project also included the addition of new pedestrian facilities along Gregory Street. The overall design team consists of eight staff and three subconsultant firms. Estimated construction cost for the project is \$7.0 million. Client: City of Black Hawk Public Works

Broadway Reconstruction, Welton to Park Avenue West, Denver, Colorado – Served as the project manager for the reconstruction of 2,900 feet of an important downtown Denver arterial, North Broadway Avenue. This project replaced the existing asphalt pavement section of this heavily traveled portion of Broadway with a new 11-inch concrete section with new curb and gutter and pedestrian ramps. Three signalized intersections were updated to the latest City-standard mast arm equipment. As project manager, Ron was responsible for leading the design team as well as managing the work of six specialized subconsultants. Major responsibilities included coordination with multiple City and County of Denver agencies and with the Regional Transportation District. Also provided post-design services during construction and attended weekly construction progress meetings. Client: City and County of Denver Public Works Department- Capital Project Management Division.

US 50- Baltimore Ave. to Swallows Road Planning and Environmental Linkage (PEL) Study, Pueblo, Colorado – Served as the roadway engineer for the study of 11 miles of US 50 west of I-25 in Pueblo. This study was to analyze the future traffic volumes and recommend roadway and intersection improvement alternatives for US 50 based on environmental impacts and future lane-use. Ron was responsible for the conceptual layout of over 50 intersection and interchange configurations including diamond, single-point urban, diverging diamond and continuous-flow. These layouts were used to determine the preferred options, overall construction footprint, approximate costs, and a phased implementation strategy. Client: CDOT Region 2

84th and 88th at Huron Intersection Improvements, City of Thornton, Colorado – Served as the project manager for the addition of four right turn lanes at two urban intersections, with the associated utility relocations and traffic signal modifications. Responsible for supervising design, managing the work of subconsultants, contract administration, and coordination with the City's project manager. Client: City of Thornton- Capital Project Management Division



**Nathan
Curtis**

PE

Nathan is our resident expert on commercial development and leads a team of EITs and drafters. He has unique experience working on projects all over the country for clients such as Love's Travel Stops, RaceTrac Convenience Stores, Aldi's, and Cracker Barrel. From working with a wide range of municipalities, Nathan is able to quickly and efficiently review regulatory documents and ensure that the proposed design will fit within the Jurisdiction Having Authority's code. Design experience includes, grading, utility design, ADA compliance, stormwater quantity and quality control design, and preparing Opinions of Probable Cost for owners and developers. In addition to his professional work, Nathan has a history of spending much time leading volunteer efforts to partner with non-profits.

Location:
Cañon City, CO

Licensed Civil Engineer:
Colorado, Kentucky

Education:
Bachelor of Science in Civil
Engineering, Lipscomb University

Experience:
6 years

SELECT EXPERIENCE

Cracker Barrel

When Cracker Barrel leadership realized that many of their parking lots and sidewalks were not compliant with the requirements laid out in the Americans with Disabilities Act, they had civil engineers evaluate the stores. Nathan worked on several stores around the country to evaluate existing conditions and then create new designs that meet all ADA requirements so that guests are able to easily access the restaurant. Nathan has also worked on ground up design for several Cracker Barrels.

RaceTrac Convenience Stores

Nathan has worked on multiple RaceTrac convenience stores around the country and has designed the civil infrastructure, drainage, and site layout. Vehicle Tracking is a CAD modeling tool that he has successfully used on many of these sites to ensure comfortable and logical turning movements.

Aldi's

Primarily on the East Coast, Nathan has worked with Aldi's for many ground up designs. Though many site layouts are similar, each one had to be modified to meet municipal requirements, local hydrology, site topography, and access. These projects required grading, drainage, and utility design as well as parking layouts.

WILLIAM BARREIRE

PROFESSIONAL ENGINEER



Registrations & Certifications

- Professional Engineer: CO, TX, MT, WY, NM, AZ
- BS Civil Engineering, Colorado State University, 1992
- MS Geotechnical Engineering, University of Colorado, 2001

Summary of Experience

Mr. Barreire is a registered Professional Engineer in Colorado with 30 years of local geotechnical experience including a significant amount of transportation and municipal infrastructure and facilities related experience for numerous entities including Colorado Department of Transportation (including CDOT Local Agency projects), City of Pueblo, County of Pueblo, and Pueblo West. His expertise includes providing geotechnical design recommendations and construction testing and inspection services for bridge foundations, minor structures, utilities, roadway embankment construction, slope and earth retention systems, pavements, utilities, and facilities for design-bid-build and alternative delivery such as design-build, P3, and CM/GC. Mr. Barreire has delivered similar geotechnical services on over 50 projects in Pueblo between 2008 and 2023.

Relevant Projects

CDOT R2, Hwy 50 & Purcell Interchange, Pueblo, Colorado: Mr. Barreire was geotechnical engineer of record for this project that included replacing the existing at-grade intersection with a grade-separated intersection by constructing a bridge for Hwy 50 over Purcell Boulevard. Subsurface investigation, lab testing, and engineering were focused on the new embankment bridge approaches, retaining walls, bridge foundations, and minor structures. Project challenges included significant long-term settlement of existing saturated clay soils due to new embankment loads. Solutions included use of aggregate piers below MSE walls, wick drains beneath embankment areas to address amount and duration of anticipated settlement and preparing a settlement monitoring plan.

Adams Avenue and Jackson Street Roundabout, Pueblo, Colorado: Mr. Barreire was the geotechnical engineer for this new roundabout project in Pueblo. The project included providing geotechnical design and construction recommendations for areas of new flexible and rigid pavement.

Dillon Drive and Eagleridge Boulevard Roundabout, Pueblo, Colorado: Mr. Barreire was the geotechnical engineer for this new roundabout project in Pueblo. The project included providing geotechnical design and construction recommendations for areas of new flexible and rigid pavement as well as new traffic signal pole drilled caisson foundations.

Northern Avenue Trail Phase 3 Traffic Signal Pole Replacements, Pueblo, Colorado: Mr. Barreire was the geotechnical engineer for this traffic signal pole replacement project in Pueblo. The project included providing geotechnical design and construction recommendations for two new traffic signal pole drilled caisson foundations located near Prairie Avenue and Northern Avenue, as part of the larger Northern Avenue Trail project in Pueblo.

Blackwell and Inman Drive Pavement Design, Pueblo West, Colorado: Mr. Barreire was geotechnical/pavement design engineer for this project. The project included an approximate 140-foot-long portion of Blackwell Drive (just northeast of E. Platteville Road) was planned to be constructed with a new flexible composite (i.e., asphalt pavement over aggregate base course) pavement section. In addition, an approximately 290-foot-long portion of Blackwell Drive that will be adjacent the newly paved section, and a 70-foot-long portion of Inman Drive just northwest of Blackwell Drive was to receive a gravel surface comprised of CDOT Class 6 Aggregate Base Course (ABC) materials.

CDOT R2, I-25/Ilex Design-build Project, Pueblo, Colorado: Mr. Barreire provided senior geotechnical support to the geotechnical team that on this project that included reconstruction of existing bridge structures, and widening/realignment of a section of I-25 through Pueblo, Colorado. Subsurface investigation, lab testing and engineering were focused bridge foundations, the 1 million cubic yards of new embankment, slope stability, retaining walls, temporary and permanent pavements, and storm drainage improvements. Significant construction monitoring activities were performed to monitor settlement of new embankments and retaining walls.

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)



For this Record...

Filing history and documents

Trade names

Get a certificate of good standing

File a form

Subscribe to email notification

Unsubscribe from email notification

Subscribe to text notification

Unsubscribe from text notification

Business Home

Business Information

Business Search

FAQs, Glossary and Information

Summary

Details			
Name		3 Rocks Engineering LLC	
Status	Good Standing	Formation date	03/23/2019
ID number	20191247298	Form	Limited Liability Company
Periodic report month	March	Jurisdiction	Colorado
Principal office street address		430 Main St, Canon City, CO 81212, US	
Principal office mailing address		430 Main St, Canon City, CO 81212, US	

Registered Agent	
Name	Alexander William Ewers
Street address	1406 Cone Ave, Canon City, CO 81212, US
Mailing address	430 Main St, Canon City, CO 81212, US

- [Filing history and documents](#)
- [Trade names](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
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Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

3 Rocks Engineering LLC

is a

Limited Liability Company

formed or registered on 03/23/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191247298 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/09/2023 that have been posted, and by documents delivered to this office electronically through 11/13/2023 @ 08:48:01 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/13/2023 @ 08:48:01 in accordance with applicable law. This certificate is assigned Confirmation Number 15481363 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

PERA and Insurance requested from Consultant 11/15/2023 – to be added prior to signature



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$82,997 TO CENTRAL STATES ROOFING COMPANY, FOR PROJECT NO. 23-138, ROOF REPLACEMENT - FLEET BUILDING UTILITY WELL, SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Central States Roofing Company, for Project No. 23-138, Roof Replacement - Fleet Building Utility Well.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the installation of a fully reinforced, fluid-applied HB Polyurea membrane roof coating at the Fleet Building Utility Well.

This Resolution awards the Construction Contract to Central States Roofing Company.

FINANCIAL IMPLICATIONS:

Funding, in the amount of \$102,997.00, will be paid from account Project CIAN22, Roof Maintenance and Repair.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-138 Bid Summary

RESOLUTION NO. 15428

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$82,997 TO CENTRAL STATES ROOFING COMPANY, FOR PROJECT NO. 23-138, ROOF REPLACEMENT - FLEET BUILDING UTILITY WELL, SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-138, Roof Replacement - Fleet Building Utility Well have been received and examined; AND,

WHEREAS, the proposal of Central States Roofing Company , was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-138, Roof Replacement - Fleet Building Utility Well to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-138, Roof Replacement - Fleet Building Utility Well to be performed, and the contract for said project is hereby awarded to Central States Roofing Company, in the amount of \$82,997.00.

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.....\$20,000.00

SECTION 4.

Funding, in the amount of \$102,997.00, will be paid from account Project CIAN22, Roof Maintenance and Repair.

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.

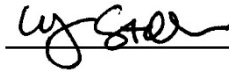
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



EVALUATION TABULATION
IFB No. 23-138 (CIAN22)
Roof Replacement - Fleet Building Utility Well
RESPONSE DEADLINE: November 8, 2023 at 11:00 am
Report Generated: Friday, November 10, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Central States Roofing Company	\$82,997.00
L.E. Roofing, LLC	\$85,235.64
Colorado Front Range Roofing	\$139,758.23
Weathercraft Co.	\$147,681.80
Better Line Roofing	\$183,600.00
Superior Roofing, Inc.	\$188,765.00
Colorado Moisture Control, Inc	\$191,180.00

EVALUATION TABULATION
IFB No. 23-138 (CIAN22)
Roof Replacement - Fleet Building Utility Well

TABLE 1 (Table 1 of 2)

Selected	Line Item	Description	Quantity	Unit of Measure	Better Line Roofing		Central States Roofing Company		Colorado Front Range Roofing		Colorado Moisture Control, Inc		L.E. Roofing, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Install fully reinforced, fluid-applied HB Polyurea membrane roof coating	1	LS	\$170,000.00	\$170,000.00	\$63,912.00	\$63,912.00	\$122,202.41	\$122,202.41	\$176,315.00	\$176,315.00	\$72,955.00	\$72,955.00
X	2	Replace damaged or wet insulaton	250	SF	\$22.00	\$5,500.00	\$8.34	\$2,085.00	\$14.32	\$3,580.00	\$6.00	\$1,500.00	\$13.00	\$3,250.00
X	3	Mobilization	1	LS	\$8,100.00	\$8,100.00	\$17,000.00	\$17,000.00	\$13,975.82	\$13,975.82	\$13,365.00	\$13,365.00	\$9,030.64	\$9,030.64
Total						\$183,600.00		\$82,997.00		\$139,758.23		\$191,180.00		\$85,235.64

TABLE 1 (Table 2 of 2)

Selected	Line Item	Description	Quantity	Unit of Measure	Superior Roofing, Inc.		Weathercraft Co.	
					Unit Cost	Total	Unit Cost	Total
X	1	Install fully reinforced, fluid-applied HB Polyurea membrane roof coating	1	LS	\$176,765.00	\$176,765.00	\$132,274.96	\$132,274.96
X	2	Replace damaged or wet insulaton	250	SF	\$28.00	\$7,000.00	\$33.78	\$8,445.00
X	3	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$6,961.84	\$6,961.84
Total						\$188,765.00		\$147,681.80

EVALUATION TABULATION
IFB No. 23-138 (CIAN22)
Roof Replacement - Fleet Building Utility Well

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Better Line Roofing	Central States Roofing Company	Colorado Front Range Roofing	Colorado Moisture Control, Inc	L.E. Roofing, LLC	Superior Roofing, Inc.	Weathercraft Co.
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Fail	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS							
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:							
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass		Pass	Pass	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$69,180.00 TO AMERICAN ENVIRONMENTAL CONSULTING, LLC., A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-101 CONSULTANT FOR EVALUATION OF LANDFILL OPERATION ALTERNATIVES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Consulting Services to American Environmental Consulting, LLC., the professional analysis, evaluation, identification, plan development, communication, reporting, ongoing consulting, and related services. American Environmental Consulting, LLC., was determined to be the most responsible bidder and will be awarded a contract in the amount of \$69,180.00.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10487, approved on June 29, 2023, the City Council established account Project No. PL2303, Evaluation of Landfill Operation Alternatives, transferred \$150,000.00 from the unappropriated fund balance of the General Fund, and budgeted and appropriated said funds, in the amount of \$150,000.00 to account Project No. PL2303.

BACKGROUND:

Waste Connections has contacted the City requesting a change to the Certificate of Designation for its operations at the South Side Landfill. The potential impacts of this request are significant to the City of Pueblo and its residents and businesses. Outside consultants with specialized experience in landfill design, construction, and management will be required to assist the City staff with reviewing Waste Connection's proposals. The project established under this Ordinance will provide funding that will allow the City to engage technical consultants and special counsel to review proposals

and information received from Waste Connections and to identify and evaluate a range of strategic alternatives related to landfill and waste management operations benefiting the City for decades to come.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$69,180.00 will be paid from account Project PL2303 – Evaluation of Landfill Operation Alternatives.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in the City of Pueblo being unable to proceed with the assistance of the review of the Waste Connection's change to the Certificate of Designation.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-101 American Environmental - Agmt for Consultant for Evaluation of Landfill Operations (Approved)

RESOLUTION NO. 15429

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$69,180.00 TO AMERICAN ENVIRONMENTAL CONSULTING, LLC., A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 23-101 CONSULTANT FOR EVALUATION OF LANDFILL OPERATION ALTERNATIVES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the proposal of American Environmental Consulting, LLC., for Project No. 23-101 Consultant for Evaluation of Landfill Operation Alternatives, has been received and examined; AND,

WHEREAS, the proposal of American Environmental Consulting, LLC, was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-101 Consultant for Evaluation of Landfill Operation Alternatives to be performed, and the contract for said services is hereby awarded to American Environmental Consulting, LLC., in the amount of \$69,180.00.

SECTION 2.

Funds for said Agreement shall be paid from account Project No. PL2303 - Evaluation of Landfill Operation Alternatives.

SECTION 3.

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

SECTION 4.

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

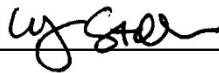
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



**AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
AMERICAN ENVIRONMENTAL CONSULTING, LLC**

23-101

CONSULTANT FOR EVALUATION OF LANDFILL OPERATION
ALTERNATIVES

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND AMERICAN ENVIRONMENTAL CONSULTING, LLC

THIS AGREEMENT ("Agreement") made and entered this ____ day of _____, 2023, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and American Environmental Consulting, LLC, a Colorado Limited Liability Company (hereinafter referred to as "Consultant") a professional consulting firm, for Consultant to render certain professional analysis, evaluation, identification, plan development, communication, reporting, ongoing consulting, and related services for City in connection with Bid 23-101 Consultant for Evaluation of Landfill Operation Alternatives, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. GENERAL

- A. Consultant shall satisfactorily perform the professional analysis, evaluation, identification, plan development, communication, reporting, ongoing consulting, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Scope of Services & Project Requirements"). Such services shall include all usual and customary professional analysis, evaluation, documentation, reporting, and related ancillary services including any required drafting services incidental to its work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.
- C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including drawings, reports and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with

applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, surveys, data, and previous reports accessible to City which Consultant may reasonably require.
- B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy,

nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum contract price.

- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any drawings, specifications, reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$69,180.00 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the

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

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

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Contractor shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Contractor shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Contractor expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.
- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to

City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Access to Property Not Under City's Control

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

7.5. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, American Environmental Consulting, LLC, Attn: Curtis Ahrendsen, Principal/Project Manager, 8191 Southpark Lane, Suite 107, Littleton, CO, 80120. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.6. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of 23-101, Consultant for Evaluation of Landfill Operation Alternatives are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.7. Subcontracts

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

7.8. Successors and Assigns

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

7.9. Amendments

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

7.10. Choice of Law and Venue

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

7.11. Severability

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

7.12. Appropriations

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

8. DISPUTES

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

- B. Pending resolution of any dispute or disagreement, or judicial review, Consultant shall proceed diligently with performance of its work under this Agreement.

9. INSURANCE

9.1. Conditions

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

9.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.
- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. A combined single limit (each accident) amount of \$1,000,000 may also be accepted if approved by the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.

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

10. ACCESSIBILITY

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

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services & Project Requirements" consisting of 3 pages
- Schedule 2 - "Fee Schedule" consisting of 2 pages
- Schedule 3 - "Work Schedule" consisting of 1 page
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 12 pages

14. ELECTRONIC SIGNATURE

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

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

AMERICAN ENVIRONMENTAL CONSULTING, LLC

By _____
Naomi Hedden, Director of Purchasing

By _____
Curtis Ahrendsen, Principal

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Robert Jagger, City Attorney

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

SCHEDULE 1

SCOPE OF SERVICE & PROJECT REQUIREMENTS

Excerpt from Request for Proposal dated July 19, 2023, Section 3

3.1. Objective

This project shall include Consultant services for research, analysis, evaluation, identification, reporting, development plans, and related services for the City's review of Waste Landfill services in the Pueblo area (hereafter referred to as "Project").

3.2. Minimum Qualifications

The proposed project team should include team members with the following specific credentials and experience:

- A professional engineer properly licensed by the State of Colorado to perform and oversee the Scope of Service.
- A real property appraiser properly licensed by the State of Colorado with demonstrated specialized experience in appraising landfills and/or properties affected by environmental contamination.

Collectively, the project team should also include professionals with expertise and experience in landfill operations, civil engineering, mineral rights and landfill gas recovery, and Colorado solid waste and related environmental regulations.

3.3. Scope of Service

The Scope of Service for this Project includes, but is not limited to, the following:

A. **Analysis of Current Operations and Status of South Side Landfill**

1. The Consultant shall collect and review available data and information necessary to develop a broad understanding of the current operational status of the South Side Landfill and its capacity to support the City's ongoing solid waste disposal needs including waste intake procedures, waste placement methods, waste compaction, and landfill cover practices.
2. The City shall provide all reasonably available documents, maps, deeds, exhibits, and other information related to the current operational status of the South Side Landfill.
 - a. Such documents may include, but shall not be limited to, current and prior royalty and operating agreements, deeds, survey maps, Certificate of Designation (COD), Engineering Design and Operations Plan (EDOP), and other relevant documents.
3. The Consultant may need to obtain other information from Pueblo County, the Pueblo Department of Public Health and Environment (PDPHE), the Colorado Department of Public Health and Environment (CDPHE), or other local, state, or federal government agencies, as

required to perform the analysis and evaluation contemplated for this Project.

B. Analysis and Evaluation of Proposals Received from Third-Parties Related to Landfill Operations in the City

1. The Consultant shall assist the City with evaluation of proposals and information submitted by the current operator of the South Side Landfill related to requests for the City to convey real property and to change its operations at the site.
2. Primarily, the purpose of the evaluation shall be to assist City staff and decision-makers evaluate technical and cost aspects of third-party offers as well as the feasibility and cost-effectiveness of integrating any such offers into a comprehensive long-term City strategy for solid waste management.

C. Identification and Analysis of Strategic Landfill Operation Alternatives

1. The Consultant shall identify and analyze a broad range of strategic options available to the City related to landfill operations (e.g., public, private, hybrid, etc.) for the next 50-100 years, including a discussion of the advantages, disadvantages, opportunities, and risks associated with each option.
2. The analysis shall include an assessment of the environmental impact of the landfill operation alternatives, including air quality, water quality, and potential soil contamination.
3. The feasibility and cost-effectiveness of implementing each alternative landfill operation and waste management strategy should be included in the analysis.
4. A review of alternative waste management technologies, such as waste-to-energy systems, recycling programs, composting, and landfill gas recovery that may add value, improve services, and/or reduce risk to the City's residents and businesses shall also be included as part of the analysis.
5. Any cost estimates provided shall be prepared at a strategic level (+/- 50% level of accuracy).
6. In addition to any other strategic alternatives identified, a "status quo" alternative should be considered in the analysis.

D. Prepare a Report Containing Detailed Analysis and Evaluation of Alternatives

1. The Consultant shall prepare a comprehensive report including narrative and supporting tables, maps, graphs, figures, and exhibits explaining each of the strategic alternatives identified as well as an analysis of third-party proposals received and how such proposal(s) can be integrated with identified alternatives.
2. The report should also address the potential feasibility and cost-effectiveness of each of the proposed alternatives.

3. The report should consider current best practices and future anticipated technological advances, regulatory and environmental considerations, and any other factors which may provide information relevant to decision-makers who will ultimately select an alternative for implementation.

E. Develop an Implementation Plan for the Selected Alternative

1. After the City has selected a plan/alternative, the Consultant shall work with City staff and other stakeholders to develop a detailed written implementation plan outlining recommended actions, timelines, cost estimates, and potential funding sources to transition, establish, and/or sustain operations.

F. Provide Ongoing Consulting Services

1. The Consultant shall provide technical expertise and support throughout the City's analysis, decision-making, and implementation phases.
2. The Consultant may be called upon to correspond with and prepare materials for and attend meetings between the City and the current landfill operator, special counsel representing the City on landfill and solid waste management issues, City and other government agency staff, City elected officials, members of the public, or others, as required.

3.4. [Project Implementation](#)

Based on the Scope of Service (listed in Section 3.3 above) the following services shall be performed within the time frames specified below:

A. Analysis of Current Operations and Status of South Side Landfill - within 90 days of award

B. Analysis and Evaluation of Proposals Received from Third-Parties Related to Landfill Operations in the City - within 90 days of award

C. Identification and Analysis of Strategic Landfill Operation Alternatives - within 150 days of award

D. Prepare a Report Containing Detailed Analysis and Evaluation of Alternatives - within 150 days of award

E. Develop an Implementation Plan for the Selected Alternative - within 240 days of award

F. Provide Ongoing Consulting Services - as required to advise and assist City on landfill-related issues; up to three (3) years from date of award

SCHEDULE 2

FEE SCHEDULE

Excerpt from Consultant Proposal dated August 22, 2023

This fee schedule is used to prepare the cost for each task in this proposal as well as all ongoing on-call services.

Task 1: Analysis of Current Operations and Status of South Side Landfill

Labor:	\$ 14,610
Travel:	\$ 765
<u>Supplies:</u>	<u>\$ 150</u>
Total:	\$ 15,525

Task 2: Analysis and Evaluation of Proposals Received from Third Parties Related to Landfill Operations in the City

Labor:	\$ 12,565
Travel:	\$ 255
<u>Supplies:</u>	<u>\$ 100</u>
Total:	\$ 12,920

Task 3: Identification and Analysis of Strategic Landfill Operation Alternatives

Labor:	\$ 15,425
Travel:	\$ 255
<u>Supplies:</u>	<u>\$ 0</u>
Total:	\$ 15,680

Task 4: Prepare a Report Containing Detailed Analysis and Evaluation of Alternatives

Labor:	\$ 13,400
Travel:	\$ 255
<u>Supplies:</u>	<u>\$ 150</u>
Total:	\$ 13,805

Task 5: Develop an Implementation Plan for the Selected Alternative

Labor:	\$ 10,845
Travel:	\$ 255
<u>Supplies:</u>	<u>\$ 150</u>
Total:	\$ 11,250

The project (Tasks 1-5) will not exceed \$69,180.00.

Task 6: Provide Ongoing Consulting Services (as outlined in the Fee Schedule)

FEE SCHEDULE
AMERICAN ENVIRONMENTAL CONSULTING, LLC
for
CITY OF PUEBLO, COLORADO
Effective August 22, 2023

LABOR	MAXIMUM RATE
Senior Registered Professional Engineer	\$ 130.00 /Hour
Principal/Project Manager	115.00 /Hour
Senior Staff Geologist.....	100.00/Hour
Senior Staff Professional.....	80.00 /Hour
Staff Engineer	80.00 /Hour
Staff Geologist	80.00 /Hour
Staff Professional	65.00 /Hour

MISCELLANEOUS EXPENSES	MAXIMUM RATE
Vehicle Mileage*	\$0.62 /Mile
Truck Expense*	\$100.00/Day
CAD Drawings.....	\$2.65/sq. ft.
Subcontracted Material/Equipment/Services (e.g., equip rental, lab work, large volumes/size copies, services, CAD work, etc)	Cost Plus 15%
Incidental Expenses Overhead(fax, CPU, phones, presentation materials, etc.)	10% of Labor

NOTES

1. All rolling equipment is charged portal-to-portal plus loading and unloading.
2. Incidental expenses are charged at the rate of 10% on all hourly labor rates. This does not include large numbers of copies for permit submittals, document reprints, drawing copies, etc. These will be billed as a material/equipment/services expense.
3. Hourly rates are calculated to the nearest quarter hour. These rates will be used for the duration of the City of Pueblo contract.
4. Labor rates billed are generally charged appropriately for the level of work conducted, not the specific personnel.

SCHEDULE 3

WORK SCHEDULE

Excerpt from Consultant Proposal dated August 22, 2023

AEC's workload is such that we can provide the services within the timeframes outlined in the RFP.

1. Within 90 days of the award, the review of the current operations and the third-party proposal will be completed. We intend to complete the City meeting and landfill tour within one week of the project award (defined as both parties signing the contract). The report preparation will commence soon thereafter. We envision at least three visits to the City and landfill within the initial 90 days.
2. The landfill operation alternatives analysis and report will be provided within 150 days of the award. This task will likely overlap with the initial tasks to complete the activities within the 150 day period.
3. An implementation plan can be completed with 240 days of the project award, assuming the City selects those in their best interest in a timely manner. If the City does not choose the alternative(s) soon after the presentation, the implementation plan may require a longer time frame.

Once the implementation plan is complete, AEC is available on an on-call basis, and we can provide whatever task scopes and cost estimates for these on call tasks you require.

SCHEDULE 4

IDENTIFICATION OF PERSONNEL, SUBCONTRACTORS, AND TASK RESPONSIBILITY

Excerpt from Consultant Proposal dated August 22, 2023

TECHNICAL RESUME

William A. Cincilla, MS, PE

Senior Engineer, American Environmental Consulting, LLC

Education:

*B.S., Geological Engineering,
Colorado School of Mines, 1977*

*M.S. Mining Engineering
Penn State, 1980*

Professional Licensure:

*State of Colorado
Registered Professional Engineer
No. 31643 - Active*

Professional Publications:

See Selected Publications Listing

*Focus on technical and
professional engineering
role on a range of solid
waste management
projects in Colorado*

*Co-founder and chief
engineer of start-up firm
focused on acquisition and
development of a portfolio
of historic mineral waste
assets to produce
sustainable, low-cost
metals.*

CAREER SUMMARY:

Bill Cincilla is a State of Colorado Registered Professional Engineer with over 35 years of diverse technical, project managerial and executive experience as a geotechnical engineer. The major portion of his professional career has been spent in the engineering services sector, with roles from Field Engineer and Construction Manager through Project Manager and Principal with several international consulting firms, with a focus on solid waste management and special emphasis on the extractive industries. He is the author or co-author of more than 25 professional publications, including innovative applications of geosynthetics, as well as mineral waste re-processing and re-purposing. His experience covers more than 100 projects on an international basis and is a subject matter expert in mine tailings management.

PROFESSIONAL HISTORY:

2021 – Present: American Environmental Consulting, LLC

Mr. Cincilla provides technical guidance and professional engineering oversight and certification on a wide range of solid waste and mineral waste management projects.

2018 – 2021 NovaMetallix, Inc. Englewood, Colorado – Co-Founder and Principal

Mr. Cincilla served as co-founder, chief engineer, and senior executive for NovaMetallix, a start-up firm focused on the reprocessing and production of precious and base metals from historic mineral waste deposits. During his tenure with the firm, he led the team with acquisition and development of three major properties in Arizona and Chihuahua State Mexico. The firm was acquired in later 2021 and Mr. Cincilla returned briefly to a private engineering consultancy prior to joining the AEC team in late 2021.

Private professional engineering consultancy working for a range of clients in the USA and Mexico.

Engineering management role on development of world-class new mining project in central Mexico. Multi-disciplinary responsibilities and diverse technical assignments.

Focus on environmental remedial and solid waste management in the extractive industries.

2016 to 2018 Tatra Group, LLC Highlands Ranch, Colorado Principal Engineer

Mr. Cincilla provided private engineering consulting services with a focus on waste management. His project experience during this period included geotechnical design, construction management and specialist fine soil dewatering services on several large waste dewatering and mineral waste reprocessing projects in the western USA and Mexico.

2008 – 2016 Chesapeake Gold Corp – Engineering Manager

Mr. Cincilla led a diverse technical team of both in-house and external consultants in advancing the development of the world-class Metates Gold and Silver Project in Central Mexico. The project had a capital development budget in excess of \$3.3 billion and involved a 120,000 tpd mine and complex mineral processing and waste management operation, the design of a 90-km access road and concentrate pipeline, as well as dedicated gas-fired power plant, large metal refining and SX-EW zinc production facility. The project required extensive water resources components that included a large-scale sea water desalination plant, multiple fresh water and storm water reservoirs and pipelines. Due to changes in market forces in 2016, the project was put on care and maintenance and is currently still in advanced development under an alternative mine plan. The waste management plan for the operation was among the most complex ever envisioned for a mineral development project and included dewatering of 90,000 tpd of flotation tailings and co-mixing with acid-generating waste rock resulting in significant savings in costs and reductions in long term environmental liabilities.

2001 – 2008 TRC Companies – Senior Project Manager

Mr. Cincilla served as senior project manager, providing a range of technical and project managerial roles with a focus on waste management, surface and groundwater management and environmental remediation in the oil and gas and mining sites in Colorado. Mr. Cincilla also served as project manager on several environmental cleanup projects involving contaminated soil and groundwater at sites in California, Alabama, Colorado and Arizona. He was also engaged in the design and construction of a contaminated soil landfill at a major petroleum refinery in Yorktown, Virginia. His role also included liaison and coordination with a range of environmental regulatory agencies such as the EPA, the Colorado Oil and Gas Conservation Commission and the CDPHE.

Numerous projects in solid and mineral waste management in the USA, Portugal, Canada, Turkey, Brazil, Mexico, Peru and Chile.

1995- 2001 Golder Associates – Lakewood, Colorado Senior Project Manager:

Served as senior project manager working on a wide range of solid and mineral waste projects internationally. Project included design, construction management and specialist consulting roles for mine tailings, solid waste and water management applications. Experience included innovative applications of geosynthetics, paste backfill technology and dredge sediment management.

1980 – 1995:

D’Appolonia Consulting Engineers – Staff Engineer - New Mexico
Rheinbraun - Staff Engineer - USA and Germany
Knight Piesold and Co. - Principal Associate - Denver, Colorado

1978-1980:

Research Associate and Graduate Fellowship – Penn State

SELECTED TECHNICAL PUBLICATIONS

Cincilla, W.A., 2019 “ Sustainable Metals Production from Historic Mineral Wastes – A Perspective from the Americas.” Aachen International Mining Symposium, RWTH Aachen University, Aachen, Germany, June 16, 2019.

Johnson, Brent C., Gary A. Parkison, and William A. Cincilla, 2015, “Innovative mine waste management planning at a site with multiple waste streams” 10th ICARD/MWA 2015, Santiago, Chile.

Cincilla, W. A., Alan Breitenbach, and Joel Carrasco, 2013, “Development of an Integrated Mine Waste Management Plan for the Metates Gold-Silver Project, Durango and Sinaloa States, Mexico” in Proceedings of Tailings and Mine Waste, 2013, lake Louise, Alberta, Canada, pp. 532-542.

Kelso, J.R., Cincilla, W. A, and Malhootha, D, 2006, “Opportunities and Challenges for Mineral Waste Reprocessing”, Mining Environmental Management, October, pp. 8-9.
Cincilla, W.

Cincilla, W. A. and D. F. Senf, 1997, “Application of Cellular Confinement Systems on Heap Leaching Operations,” in Proceedings of Geosynthetics ‘97, Long Beach, CA,
(“Best Paper” Finalist)

Cincilla, W. A. and D. F. Senf, 1997, “Cellular Confinement System Applied to Heap Leaching Operations” *Geotechnical Fabrics Report*, Vol. 15, No. 4, May, pp. 30-35.

Cincilla, W. A. and G. M. Zagorski, 1991, “The Use of Geosynthetics in the Design and Construction of Fully-Drained Mineral Waste Storage Facilities,” in Proceedings of Geosynthetics ‘91, Atlanta, GA, Vol. I, pp. 61-76.

Cincilla, W. A., J. C. Cunning and D. J. A. Van Zyl, 1998, "Geotechnical Factors Affecting the Surface Placement of Process Tailings as Paste" in proceedings Minefill '98, Brisbane, Australia, Australasian Institute of Mining and Metallurgy.

Cincilla, W. A. et al, 1998, " Paste Disposal" *Mining Environmental Management*, Vol. 6, No.3, May, pp.11-15.

Landriault, D. L., W. A. Cincilla, M. J. Gowan and R. Verburg, 1997, "Paste Disposal - The Future of Tailings Management Practice? ", in Proceedings of the 4th International Conference on Mining and Industrial Waste, June 2-5, 1997, Johannesburg, South Africa.

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Cincilla, W. A., 1980, "Selected Methods for the Study of Coal Mine Roof Strata Behavior," MS Thesis, Department of Mineral Engineering, College of Earth and Mineral Sciences, The Pennsylvania State University, University Park, PA, 136 p.

TECHNICAL RESUME

MARK A. MCMULLEN

Principal Geologist/Project Manager, American Environmental Consulting, LLC

Education

*B.A. Geology, Western State
College of Colorado,
Gunnison
(1980)*

Affiliations

*Board Member-Past
President, Colorado Chapter
of the Solid Waste Association
of North America*

Training:

*HELP Model 3, University of
Wisconsin, Madison*

40-Hours OSHA HAZWOPER

*Waste Geotechnics
Course:University of
Wisconsin, Madison*

*Applied Groundwater
Statistics Short Course*

PROFESSIONAL HISTORY:

2001- Present: American Environmental Consulting, LLC

Mr. McMullen is a Principal and Project Manager with American Environmental Consulting with over 26 years of professional geologic experience. Since his entry in the environmental field in 1988, he has specialized in landfill siting, characterization, design, monitoring, construction, closure, and remedial investigations. Mr. McMullen has managed the design and permitting process, including field characterization and design for landfills ranging from small municipally owned landfills to large privately owned regional landfills. His extensive field experience and practical approach allows particular insight when preparing design and permit documents.

Mr. McMullen has been a Board Member of the Colorado chapter of the Solid Waste Association of North America (SWANA), and in this capacity kept current on solid waste trends and regulations. He was heavily involved in a committee that was formed to assist the State of Colorado in developing state regulations to meet EPA Subtitle D compliance criteria. His involvement in the year-long process has provided Mr. McMullen with valuable insight into solid waste regulatory issues. He has made numerous presentations in public hearings and meetings and provided deposition as an expert witness in litigation cases involving solid waste issues.

Municipal Solid Waste Landfill Assessment of Corrective Measures Study, Rawlins Wyoming Landfill, Project Manager.

The Rawlins, Wyoming Landfill was issued an Administrative Order on Consent to define the nature and extent of groundwater contaminated by PCE, TCE and other halogenated hydrocarbons from the landfill. Mr. McMullen managed the installation and sampling of groundwater wells to define the extent of affected groundwater, completed the evaluation and report, and is currently in the process of completing an Assessment of Corrective Measures for submission and approval by the Wyoming Department of Environmental Quality.

Certifications:

*Registered Professional
Geologist (WY, NE, TX)*

*Certified Nuclear Density
Gauge Operator*

Presentations:

*Implementing Groundwater
Monitoring Programs in
Colorado – SWANA Chapter
Seminar 1997*

*Waste Characterization and
Screening Training-Regional
Landfill operators 2001*

*Landfill Safety Training –
Regional Landfill operators
2002*

*Evaluation of Exposed Liner
System, Buffalo Ridge Landfill
– SWANA Chapter Seminar
2002*

*Numerous project related
presentations in public forums
and hearings in support of
proposed solid waste
operations*

Municipal Solid Waste Landfills, Groundwater Sampling and Statistical Analysis and Reporting, Various Landfills, Field Technician and Project Manager. Mr. McMullen conducts groundwater sampling, statistical analysis, and reported for a number of landfills in compliance with Subtitle D and specific state regulations. Data is reviewed for compliance with regulations and standards, and mitigation/remediation plans are developed when necessary.

Municipal Solid Waste Landfill Construction Quality Assurance, Various Landfills, Project Manager. Mr. McMullen provides project management of Construction Quality Assurance (CQA) activities for liner, leachate collection systems, and final cover for numerous landfills for clients ranging from small county owned facilities to large privately owned facilities. Mr. McMullen supervises field technicians in charge of materials testing, earthworks and geosynthetic materials installation, and completion of the required certification reports. Mr. McMullen has extensive experience in construction involving soil liners, HDPE and GCL liners, various leachate collection and removal systems. His clients include Waste Management of Colorado, Zupan Enterprises, Inc., Kit Carson County, Colorado, Sherman County, Kansas and others.

Phase 1&2 Contaminant Investigations, A Number of Older Closed Landfills, Colorado. Mr. McMullen has conducted phase 1 and 2 site investigations of a number of closed landfills for the purpose of real estate transactions. Work included review of historic records, nearby receptors, and the collection of soil and groundwater samples. The data was reviewed to assess the liability of the purchaser, potential remediation options, and recommendations for further work or actions.

Municipal Solid Waste Landfill Expansion and Modifications, Front Range Landfill, Erie, Colorado, Project Manager. Mr. McMullen conducted and managed many aspects of a redesign and modification to the operations of the Front Range Landfill. The changes to facility were incorporated into a Engineering Design and Operations Plan Modification document that was submitted to the Colorado Department of Public Health and Environment, Weld County, Colorado, and the Town of Erie for review and approval.

Expert Witness for Litigation. Mr. McMullen has provided his services as an expert in the solid waste industry in Colorado. He provided evaluations of reports by the opposition, written rebuttal reports, and provided deposition testimony for cases involving millions of dollars.

1988-2001: BE&K/Terranext, Lakewood, Colorado

Design and Permitting Effort for Large Regional Landfill in Eastern Colorado, EDC Company, Project Manager. Project Manager for a complete design and permit document for an approximate 2,800-acre landfill in Lincoln County, Colorado which included waste hauling by rail. The landfill was designed under the existing Colorado regulations, and incorporated a modern liner, leachate collection, and final cover systems. The project relied heavily on waste diversion practices, and was design to be compatible with recycling, composting, and tire processing operations. During the permit process, heavy public opposition to the landfill developed, and although the design and permit documents were approved by the State Solid Waste Division, the process was halted at the County level.

Expansion and Phased Development Plan for the Larimer County Landfill in Larimer County, Colorado, Project Manager.

Technical resource on a vertical expansion to the landfill, and managed an additional permitting and design effort for a second vertical expansion to the landfill. The county was looking to add additional capacity in a manner that would be acceptable to the public with little likelihood of generating significant opposition. This was accomplished by producing a design that maintained minimal increases in the overall height of the landfill, but added approximately 4,000,000 cubic yards of additional airspace. The design and permit document for this expansion received approval from the CDPHE without any negative comment or concerns, and then received approval through the County. Attendant with this expansion plan, Mr. McMullen completed a phased operations and soil borrow plan to allow Larimer County to efficiently plan for future operations. Mr. McMullen has also complete the required closure and post-closure financial assurance cost estimates for the landfill.

Design and Permitting Effort for a Large Regional Landfill in Weld County, Colorado, Waste Management of Colorado, Project Manager. Managed the site characterization, design, and permitting effort for the East Weld Landfill (known as the Buffalo Ridge Landfill) for WMI of Colorado. This was a fast track project consisting of approximately 700 acres that was characterized, designed, and permitted within a one-year time frame. The application for the landfill was approved by the CDPHE with very few comments or concerns, and was approved by the Weld County Commissioners with virtually no public opposition.

Design and Permit an Expansion to a Non-Hazardous Industrial Waste Treatment and Disposal Facility in Adams County, Colorado, Conservation Services, Inc. Project Manager.

Managed a design and expansion effort for the CSI facility in Adams County, Colorado, which had originally been designed and permitted by BEK/Terranext. The goal of the expansion was to obtain the maximum airspace allowed by regulation, so additional acreage and height were added to the existing landfill area.

Design and Permit a Regional Solid Waste Landfill in Johnson County, Missouri, Allied Waste Industries, Project Manager

Managed the design and permitting efforts for a composite lined regional landfill near Warrensburg, Missouri. Mr. McMullen oversaw all field characterization and design efforts, and presented the proposal to the Missouri Department of Natural Resources. The landfill includes a composite lined leachate collection pond where leachate is automatically pumped to the pond for holding when it reaches a certain level within the landfill cell.

Alternative Liner Demonstration for the Midway Landfill in El Paso County, Colorado, Waste Management of Colorado, Project Manager.

Waste Management desired to maintain the currently approved liner system because of a lack of on-site soils suitable for a prescriptive liner system. Mr. McMullen directed and reviewed the modeling demonstration necessary for approval of an alternative liner system by the CDPHE, which included analysis of the design using the Hydrologic Evaluation of Landfill Performance (HELP) and the USEPA Multimed models. The demonstration was accepted by the CDPHE, and saves Waste Management significant material and construction costs.

Alternative Liner Demonstration for the Broadacre Landfill in Pueblo County, Colorado, Broadacre Landfill, Inc. Project Manager.

Managed the modeling efforts to gain approval for an alternative liner system at the Broadacre Landfill which was desired because of the difficulty in locating suitable, on-site soils to construct a prescriptive liner system. Infiltration through the alternative liner was evaluated using the HELP model, and the fate and transport of contaminants was modeled with the USEPA Multimed model. The alternative liner system incorporates a geosynthetic clay liner (GCL) and a High Density Polyethylene (HDPE) membrane.

Construction of Landfill Liner and Leachate Collection System, Midway Landfill, El Paso County, Colorado, Landfill Services, Inc and Waste Management of Colorado, Inc. Project Manager.

Mr. McMullen has managed the construction of over 20 acres of

landfill disposal cells at the Midway Landfill for Waste Management and the previous owner, The landfill consisted of compacted clay with an HDPE membrane in the sump area. Mr. McMullen completed or managed the completion of all required certification reports for review and approval by the CDPHE.

Construction of Landfill Liner and Leachate Collection System, Conservation Services, Inc. Adams County, Colorado. Project Manager Mr. McMullen begin as a field oversight monitor for construction activities at the landfill which incorporates a recompacted clay and HDPE liner system. After the first construction event, Mr. McMullen managed subsequent cell and final cover construction activities. The construction of the landfill cells at the facility are notable because they involved heavy regulatory oversight by the CDPHE, Adams County, and the Tri-County Health Department. Because of the level of oversight and the unique nature of this non-hazardous industrial waste facility, extensive testing is required prior to approval of each construction event. To date, Mr. McMullen has managed the installation of over 100,000 cubic yards of compacted clay liner and one million square feet of HDPE membrane at this facility.

Construction of Numerous Landfill Liner and Leachate Collection Systems, Various Locations and Clients. Project Manager. Mr. McMullen has provided construction management for a number of different landfills for different clients including Waste Management, Inc., BFI, Allied Waste, U.S. Waste Industries, Inc., Fremont County, Colorado, and Johnson County, Missouri. Each of the construction projects had different levels of design criteria and regulatory requirements, many which incorporated synthetic components as well as natural soils.

Groundwater Monitoring and Statistical Reporting, Conservation Services, Inc. Adams County, Colorado. Project Manager. Mr. McMullen managed the quarterly groundwater sampling and statistical analysis for the CSI facility for over eight years. Under Mr. McMullen's management, BE&K/Terranext developed an early statistical model in compliance with the regulations for solid waste facilities. Since that time, two additional commercial software packages have been used to statistically analyze the data. Mr. McMullen completed the required statistical and interpretation report for submittal to the CDPHE and Adams County.

Groundwater Monitoring and Statistical Reporting, Broadacre Landfill, Pueblo County, Colorado. Project Manager.

Mr. McMullen managed the regular groundwater sampling and statistical reporting requirements for the Broadacre Landfill. Included in his responsibilities are the proper selection and interpretation of the statistical results which are incorporated into a report submitted to the CDPHE after each monitoring event.

Groundwater Monitoring and Statistical Reporting, Other landfills in Colorado. Mr. McMullen provides groundwater sampling and statistical analysis of the data in compliance with regulations for a number of other solid waste landfills in Colorado. He is very familiar with methods of groundwater statistical analysis and proper interpretation of the results.

Closure Design and Final Cover Construction, Various Landfills and Clients, Field Technician and Project Manager.

Mr. McMullen has designed and permitted closure plans and final cover designs for numerous landfills, both under the Federal Subtitle D standards and earlier standards prior to Subtitle D. He has provided both field oversight and project management for closure of these landfills, as well as completed the final construction reports necessary to gain regulatory approval of the closure.

Due Diligence/Hydrogeologic Assessment of a Municipal Solid Waste Landfill in Southern Missouri, Renfro Refuse. Project Manager.

Mr. McMullen managed a detailed hydrogeologic assessment and due diligence of a landfill in southern Missouri as part of a potential acquisition and concurrent compliance order issued by the Missouri Department of Natural Resources (MDNR). The MDNR believed leachate was impacting the local groundwater and surface water resources. The project was complex due to the Karst type terrain and subsurface conditions at the landfill which included solution cavities and disappearing streams

Air Permitting and Consulting, Various Landfills and Clients.

Mr. McMullen provides technical consulting and project management for several levels of air permitting activities at various facilities. These range from Air Pollution Emission Notices (APEN) to fugitive dust and construction permits, to preparation of Title V Operating Permits and Tier II sampling and analysis under NSPS and Clean Air Act regulations.

Landfill Operational Consulting, Various Landfills and Clients.

Mr. McMullen provides ongoing operational consulting for numerous landfills and clients in areas such as optimizing site soils usage, composting design and operations, waste screening and acceptance, and landfill gas monitoring and control.

Underground Storage Tank, Industrial Sites, and Landfill Contaminant Investigations, Various Clients.

Mr. McMullen has conducted site assessments for a number of contaminated sites, included leaking underground storage tanks, various industrial facilities, and landfills. His responsibilities have ranged from drilling and sample collection to data review, regulatory reporting, and project management. His contaminant experience includes characterizing petroleum hydrocarbon and halogenated organic releases and corrective measures evaluations.

Hazardous Waste Site Assessment, Aerrco, Jefferson County, Colorado, Field Technician-Data Evaluation.

Mr. McMullen assisted in sampling and evaluating a large abandoned chemical recycling facility. Duties included sampling of potentially hazardous materials in over 100 drums, in the soils, and the groundwater. The project was under order and oversight by the U.S. E.P.A., and conducted in Level B (chemical suits and supplied air) protective gear. Mr. McMullen assisted in evaluating the data, characterizing the hazardous nature of the affected media, and defining the extent of affected media.

Hazardous Waste Site Assessment, Black Forest Drums, Douglas County, Colorado.

Mr. McMullen conducted a site assessment at an abandoned chemical recycling and disposal facility under orders and oversight of the U.S.E.P.A. The project included soil sampling and groundwater monitoring well installation and sampling. To preserve the integrity of the field samples, an extensive decontamination procedure was implemented in the field. Mr. McMullen evaluated the data and prepared the report that was submitted to the State of Colorado Health Department and the U.S.E.P.A.

1981-1988 Independent Consultant, Petroleum Industry

Mr. McMullen provided wellsite geologic services to the oil industry as an independent geologist, predominantly in the Williston Basin and Nebraska Panhandle. As such, Mr. McMullen was responsible for all aspects of selling his services as well as the professional and successful completion of each project, and served as the eyes and ears of the oil company geologists. His duties included logging all cuttings from wells as they are being drilled, correlating geologic strata across large areas or regions, identifying petroleum reserves and evaluating their potential for economic recovery, supervising oil well testing procedures and electrical and geophysical borehole logging operations

1980-1981 Mudlogger, Xpert Logging, Denver, Colorado

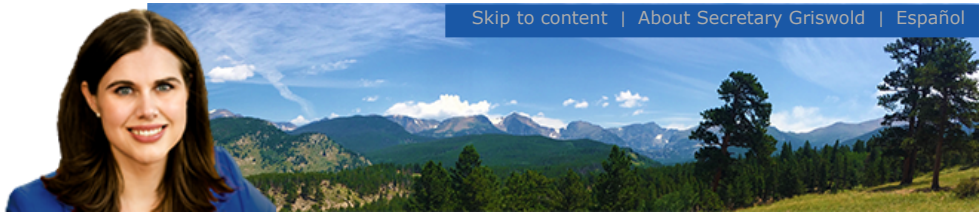
Mr. McMullen began in the petroleum industry as a mudlogger, collecting and logging drill cuttings from oil wells as they were being drilled. He was responsible for examining and identifying potential oil producing strata, and reporting to the oil company geologist or wellsite geologist.

ADDITIONAL INFORMATION FOR AGREEMENT

Certificate of Good Standing

PERA Questionnaire

Insurance Certificates



- For this Record...**
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FAQs, Glossary and Information

Summary

Details			
Name	AMERICAN ENVIRONMENTAL CONSULTING, LLC		
Status	Good Standing	Formation date	01/16/2001
ID number	20011009931	Form	Limited Liability Company
Periodic report month	December	Jurisdiction	Colorado
Principal office street address	8191 Southpark Ln Unit 107, Littleton, CO 80120, US		
Principal office mailing address	8191 Southpark Ln Unit 107, Littleton, CO 80120, US		

Registered Agent	
Name	Curtis John Ahrendsen
Street address	8191 Southpark Ln Unit 107, Littleton, CO 80120, US
Mailing address	8191 Southpark Ln Unit 107, Littleton, CO 80120, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

AMERICAN ENVIRONMENTAL CONSULTING, LLC

is a

Limited Liability Company

formed or registered on 01/16/2001 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20011009931 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/13/2023 that have been posted, and by documents delivered to this office electronically through 10/17/2023 @ 14:03:31 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/17/2023 @ 14:03:31 in accordance with applicable law. This certificate is assigned Confirmation Number 15408098 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No____.

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

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

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

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

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

Company Name: American Environmental Consulting, LLC _____

Authorized Signature: _____ Title: _Principal_____

Printed Name: Curtis J. Ahrendsen

Date: _October 19, 2023_____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024		CONTACT NAME: Lora Abeyta PHONE (A/C, No, Ext): 346-336-2505 E-MAIL ADDRESS: Lora.Abeyta@usi.com FAX (A/C, No): 610-362-8216	
		INSURER(S) AFFORDING COVERAGE INSURER A : Admiral Insurance Company	NAIC # 24856
INSURED American Environmental Consulting, LLC 8191 Southpark Lane, Unit 107 Littleton, CO 80120		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:\$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		FEIECC1170510	12/30/2022	12/30/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liab.			FEIECC1170510	12/30/2022	12/30/2023	\$2M/\$2M Ded:\$2,500
A	Professional Liab			FEIECC1170510	12/30/2022	12/30/2023	\$2M/\$2M Ded:\$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 23-080 Environmental Testing, Evaluation, and Management

City of Pueblo, its agents, officers, and employees are included as additional insured on General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Pueblo, a
Municipal Corporation
230 S. Mechanic St.
Pueblo, CO 81003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony J. Davis

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Endorsement Number: 5

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 12/30/2022, attaches to and forms a part of
Policy Number FEI-ECC-11705-10.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS POLLUTION LIABILITY COVERAGE**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

**Additional Insured – Owners, Lessees or Contractors – Scheduled
Person or Organization**

This endorsement, effective 12/30/2022, attaches to and forms a part of
Policy Number FEI-ECC-11705-10.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the <i>Named Insured</i> agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Endorsement Number: 15

Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 12/30/2022, attaches to and forms a part of
Policy Number FEI-ECC-11705-10.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SCHEDULE

Name and Address of Person or Organization:
Any person(s) or organization(s) whom the <i>Named Insured</i> agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.
Location And Description of Completed Operations:
Those project locations where this endorsement is required by contract.
Additional Premium: \$Applied

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” at the location designated and described in the schedule of this endorsement performed for that insured and included in the “products-completed operations hazard”.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGI Hammer Agency 6004 S Kipling Pkwy #204 Littleton CO 80127		CONTACT NAME: Nick Hammer PHONE (A/C, No, Ext): (303) 904-1552 E-MAIL: nick@hammeragency.com ADDRESS:		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : OHIO SECURITY INS CO		24082
INSURED American Environmental Consulting LLC 8191 Southpark Ln Unit 106 107 Littleton CO 80120		INSURER B : STATE AUTOMOBILE MUT INS CO		25135
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			BZS56518931	02/04/2023	02/04/2024	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC							\$
	☒ OTHER: BOP							\$
B	AUTOMOBILE LIABILITY			10111244CA	12/23/2022	12/23/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project 23101: Consultant for Evaluation of Landfill Operation Alternatives. The General Liability is for the AEC premises.

CERTIFICATE HOLDER

CANCELLATION

City of Pueblo, Colorado 230 S Mechanic St Pueblo CO 81003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nick Hammer</i>
--	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED American Environmental Consulting LLC 8191 Southpark Lane Ste 107 Littleton, CO 80120	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Pinnacol Assurance	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC # 41190		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N		4142498	05/01/2023	05/01/2024	☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Unless otherwise stated in the policy provisions, coverage in Colorado only. Consultant for Evaluation of Landfill Operation Alternatives

CERTIFICATE HOLDER

2368493
City of Pueblo, Colorado
230 S Mechanic St
Pueblo, CO 81003-3423
tburms@pueblo.us

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pinnacol Assurance

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ACORD 25 (2016/03)

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NCCI #: WC000313
Policy #: 4142498

American Environmental Consulting LLC
8191 Southpark Lane Ste 107
Littleton, CO 80120

ENDORSEMENT: Waiver Of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

City of Pueblo, Colorado
230 S Mechanic St
Pueblo, CO 81003-3423

Effective Date: October 23, 2023
Pinnacol Assurance has issued this endorsement October 23, 2023

CERTIFICATE HOLDER COPY

City of Pueblo, Colorado
230 S Mechanic St
Pueblo, CO 81003-3423

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 27, 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: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES TO CAPITAL SUCCESS GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY, IN THE MAXIMUM AMOUNT OF \$54,000 FOR CERTAIN PROFESSIONAL ANALYSIS, REPORTING, PRESENTATION, TRACKING, COMMUNICATIONS, OUTREACH, AND RELATED SERVICES DURING THE 2024 STATE LEGISLATIVE SESSION

SUMMARY:

This Resolution awards a Professional Consulting Services Agreement to Capital Success Group, LLC ("Consultant") in the maximum amount of \$54,000 for the Consultant to render certain professional analysis, reporting, presentation, tracking, communications, outreach, and related services to the City in connection with Bid 23-134 2024 State Legislative Season Lobbyist.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

This agreement is designed to provide the City with professional lobbying services concerning matters pending before the Colorado General Assembly. The City issued a Request for Proposals (RFP # 23-134) on September 26, 2023, to solicit qualified professional lobbyists to perform professional lobbying services on behalf of the City during the 2024 state legislative session. The solicitation was open until October 17, 2023, and the City received two (2) formal responses. After evaluation, the City has determined award of the project to Capital Success Group, LLC's proposal represents the best interest of the City.

FINANCIAL IMPLICATIONS:

City Council has budgeted sufficient funds to meet the City's obligations under the proposed agreement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to approve this agreement and would not have a dedicated lobbyist for the City during the 2024 State Legislative Session.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 11-27-23 Legislative Consulting Services 23-134 Agmt for 2024 State Legislative Season Lobbyist (Approved) - Capitol Success

RESOLUTION NO. 15436

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES TO CAPITAL SUCCESS GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY, IN THE MAXIMUM AMOUNT OF \$54,000 FOR CERTAIN PROFESSIONAL ANALYSIS, REPORTING, PRESENTATION, TRACKING, COMMUNICATIONS, OUTREACH, AND RELATED SERVICES DURING THE 2024 STATE LEGISLATIVE SESSION

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Agreement for Professional Consulting Services by and between the City of Pueblo, a Colorado Municipal Corporation, and Capital Success Group, LLC, a Colorado limited liability company, is hereby approved.

SECTION 2.

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

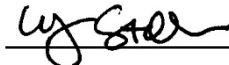
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: November 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



**AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
CAPITOL SUCCESS GROUP LLC**

23-134

2024 STATE LEGISLATIVE SEASON LOBBYIST

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND CAPITOL SUCCESS GROUP LLC

THIS AGREEMENT ("Agreement") made and entered this ____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Capitol Success Group LLC, a Colorado Limited Liability Company (hereinafter referred to as "Consultant") a professional consulting firm, for Consultant to render certain professional analysis, reporting, presentation, tracking, communications, outreach, and related services for City in connection with Bid 23-134 2024 State Legislative Season Lobbyist, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. GENERAL

- A. Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such services shall include all usual and customary professional analysis, reporting, presentation, tracking, communications, outreach, and related ancillary services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.
- C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including reports and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance

with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.
- E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 4 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Client shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such

responsibility to another to whom Client has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data, and previous reports accessible to City which Consultant may reasonably require.
- B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum agreement price.
- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$54,000.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in

Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, reports, plans, summaries, documents, work product and materials, and all other information as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due.

In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Access to Property Not Under City's Control

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

7.5. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Law Department, Attn: George Hypolite, #1 City Hall Place, Pueblo, CO, 81003; or to the Consultant, Capitol Success Group, Attn: Gilbert Romero, 1550 Larimer Street, #639, Denver, CO, 80202. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.6. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, 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 that 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 County of Pueblo.

7.7. Prohibited Terms

Any term included in this Agreement that requires the City to indemnify or hold Consultant harmless; requires the City to agree to binding arbitration; limits Consultant's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio.

7.8. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 23-134 2024 State Legislative Season Lobbyist are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.9. Subcontracts

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

7.10. Successors and Assigns

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

7.11. Amendments

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

7.12. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent

of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.13. Appropriations

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

Financial obligations of the City payable after the current City Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

7.14. Indemnification

Consultant shall indemnify, save, and hold harmless the City, its employees, agents, and assignees ("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 negligence of Consultant, or its employees, agents, subcontractors, or assignees in connection with this Agreement.

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. INSURANCE

9.1. Conditions

- A. Consultant warrants and represents it is insured by an insurer(s) in the State of Colorado, of recognized financial responsibility, against such loss and risks and in such amounts as are prudent and customary in the business in which Consultant is engaged. Consultant warrants, and City expressly relies upon, Consultant's ability to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to cover its obligations under this agreement.

9.2. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be

controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). 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.

10. ACCESSIBILITY

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

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 6 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Work Schedule" consisting of 4 pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 2 pages.

14. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

CAPITOL SUCCESS GROUP LLC

By _____
Naomi Hedden, Director of Purchasing

By _____
Gilbert E. Romero, Managing Member

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM

George Hypolite, City Attorney

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

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated September 26, 2023, Section 3

3.3. Scope of Service

A. Primary Duties

1. Identify, review, and analyze Colorado state legislative or executive branch matters of potential importance to the City and in alignment with the City's Legislative Policy Agenda.
2. Utilize Capital Watch for bill tracking during the session.
3. Provide advice, recommendations, and support services including but not limited to:
 - a. Correspondence
 - b. Briefing Papers
 - c. Talking Points
 - d. Written Summaries
 - e. Provide materials to the City on proposed legislation that may have financial or operational impacts on the City
4. Advise and consult with the appropriate City officials and employees, and take action to mitigate potentially harmful and promote helpful legislation.
5. Coordinate and participate in scheduled conference calls or meetings with City staff and the Legislative Review Committee.
6. The lobbyist must be available for such consultation regularly as requested and in accord with the ebb and flow of legislative work throughout the annual legislative session.
7. Services will include but not be limited to direct lobbying, consultation with the Colorado Municipal League, strategic analysis and communication of interests on behalf of the City.
8. Communicate the City's position to our local state elected, the Governor's Office or staff as appropriate.
9. Meet with legislators and testify at committee hearings as necessary.
10. Work with General Assembly members to sponsor and pass legislation supported by the City's Legislative Agenda.

B. Specific Tasks

1. Identify legislation that might impact the finances or operations of the City, notify the

appropriate contact at the City promptly that such legislation has or may be introduced, and assist in developing legislative positions on such legislation when requested.

2. Assist the City in developing a lobbying strategy to achieve the desired legislative result.
3. Assist the City in drafting legislation and amendments to bills introduced and identify appropriate sponsors to propose amendments or carry such legislation.
4. Advocate or assist City staff to communicate City positions directly to legislators, before legislative committees, and occasionally State Executive Branch Departments by arranging for or testifying at hearings, conducting face-to-face lobbying, and negotiating with other interested parties on matters of interest.
5. As requested by representatives of the City, attend meetings of legislative or policy advocacy committees of organizations to which the City belongs.
6. As requested, attend legislative receptions or events hosted by the City or others that further the City's legislative goals.
7. As requested, assist with planning and logistics for and attend legislative receptions.
8. Provided below is a comprehensive list of services that we will provide by the Consultant for the City.

3.4. [Detailed Scope of Service](#)

A. **STATE LEGISLATIVE ENGAGEMENT**

The Consultant will ensure the City is fully engaged in legislative activities at the Colorado Capitol and will work to ensure the City's legislative priorities are achieved.

1. *Legislative Planning* - Planning is an essential part of the legislative process, and the City needs to be strategic to maximize the effectiveness of its legislative, budgetary, and administrative efforts.
 - a. In conjunction with the City, the Consultant will work to identify the most effective and efficient strategy based on the legislative makeup and legislative climate to accomplish the City's goals.
 - b. Should the City want to initiate legislation or amendments to legislation, the Consultant will coordinate all the logistics for proposing legislation – this includes securing appropriate legislative sponsors, gathering support from legislative leadership, working with stakeholders to build a coalition, counting votes, and other activities to ensure we have success in passing legislation during the session.
2. *Legislative Tracking* – The Consultant will review and monitor all legislation introduced during the legislative session. Once bills are introduced that impact the City's finances or

operations, the Consultant will report to the City as soon as possible to develop the appropriate response and position.

- a. The Consultant will track bills of interest through the entire legislative process to be alert to any changes to the bills.
3. *Lobbying* – Once the City has taken a position on a piece of legislation, the Consultant will work with the Pueblo delegation, Southern Colorado legislators, members of the executive branch, and other interested parties to make them aware of the City’s position, and then develop the proper strategy to ensure the bill passes or is defeated.
 - a. This will include coordinating amendments with legislative sponsors, counting votes on the floor and in committees, and developing coalitions to successfully pass, amend, or defeat bills and budget requests.
 - b. When a bill of interest is scheduled for a vote in a committee or chamber, the Consultant will work to educate legislators on the impact and implications of the bill. The Consultant will walk them through the intrinsic details to ensure they understand the bill's importance and then identify vote counts to ensure the bill successfully or unsuccessfully passes every stage of the legislative process.
4. *Budget Lobbying and Tracking* – The Consultant closely tracks the Joint Budget Committee (JBC) action throughout the year.
 - a. This includes attending regular meetings of the JBC, tracking the state budget process, and watching the JBC-sponsored legislation throughout the process.
 - b. Should the City have a budgetary action, the Consultant will meet with every member of the JBC to discuss the importance of the budget request. The Consultant will then lobby the members of the JBC to ensure the request becomes part of the Long Bill.
5. *Assistance with the Executive Branch* – The Consultant will assist the City in working with the administration and state agencies.
6. *State Regulatory Tracking* – The Consultant will monitor the activities of various state departments and have experience participating in and promoting its City’s interests during rulemaking hearings for myriad state departments.
7. *Interim Committee Tracking* – Committees that meet during the interim could discuss and develop legislation that impacts the City, and we will track appropriate interim committee activities. We will also watch for legislation during the session that proposes studies, task forces, and committee reviews during the interim.
8. *Coalition and Stakeholder Building* – Other entities at the Capitol can help the City pursue its priorities, and we will work to build and actively participate in a coalition of other interested parties for additional support.

- a. We anticipate working closely with other cities and local government entities, including Colorado Municipal League, Special District Association, Association of Police Chiefs, Colorado Counties Inc., Counties and Commissioners Acting Together, Colorado Communities for Climate Action, and various individual cities, advocacy organizations, and groups with shared interests.

B. COMMUNICATIONS AND OUTREACH TO LEGISLATORS

The Consultant will remain in constant communication with legislators and executive branch staff on issues of importance to the City and communicate any positions taken by the City.

1. *Relationships with Legislators* - To solidify relationships with legislators, the Consultant will arrange for City officials and staff to meet with legislators representing the City over breakfast, lunch, or coffee.
 - a. These will provide a social platform to engage legislators and a constructive way for the City and legislators to discuss what issues they see on the legislative horizon.
 - b. Further, the Consultant will help coordinate and attend legislative receptions that the City chooses to host.
 - c. The Consultant will encourage these interactions to maintain strong relationships with the legislative delegation.
2. *Legislator Contacts* – The Consultant will be the point person for all legislator requests and will communicate the legislative priorities and positions on various bills to members of the General Assembly and the executive branch.
 - a. In addition, the Consultant will promptly communicate any legislative requests and questions from legislators back to the City.
3. *Work with the City of Pueblo Legislative Delegation* - The Consultant should anticipate being in close communication with the City's legislative delegation (and that of southern Colorado) regularly to ensure they are informed of City decisions, issues, and positions.
4. *Position Papers and Fact Sheets/Briefing Papers* – Fact sheets and briefing papers efficiently communicate positions on bills with legislators.
 - a. The Consultant will work with the City to put together concise and engaging position papers on single bills that are of critical importance to the City.
 - b. In addition, the Consultant will compose one general fact sheet that lists all the bills the City supports and/or opposes during the legislative session. These papers will be distributed to legislators promptly throughout the session.
5. *Testimony for Legislative Hearings* – Testifying before a legislative hearing is an impactful way to educate and guide legislators.

- a. The Consultant will alert the City when bills of interest are scheduled for committee hearings and then arrange for City officials and employees to testify in person or remotely.
- b. The Consultant, upon request, will help develop talking points and provide guidance to those individuals testifying.
- c. If a City representative cannot testify, the Consultant will testify on behalf of the City.

C. COMMUNICATIONS AND ENGAGEMENT WITH THE CITY

The Consultant will keep City leadership informed of all actions and activities at the Capitol and will be available for communications at any time. Communications with the Legislative Review Committee. The Consultant anticipates regular communication with the LRC to analyze legislation, provide strategic advice, and share perspectives and information on issues and legislation. This includes participating in scheduled LRC meetings, scheduled conference calls, and zooms as often as needed and as requested. In addition, the Consultant will communicate with the LRC via email, text, and phone when issues of importance arise.

1. *Weekly Reports* – The Consultant will provide regular reports and updates as mutually agreed.
 - a. These reports will be a concise, yet detailed overview of legislative activities so that the City is well informed.
 - b. These reports will be sent via email.
 - c. When the legislative session is over, the Consultant will send a general session overview highlighting the important issues to the City.
2. *Bill Tracking Reports* – During the legislative session, the Consultant will utilize online reporting databases (Capitol Watch and State Bill) that are updated in real-time and show the status of each bill of interest in the legislative process.
 - a. These databases are the city's go-to tool to find various information on bills, such as positions, fiscal impacts, media stories, sponsors, and hearing dates.
3. *City Council Meetings* – The Consultant can attend the City Council meetings to discuss legislation and give legislative reports, updates, and summaries of activities at the Capitol.
 - a. The Consultant will also use these opportunities to educate ourselves on issues important to the City.
4. *Reports During the Interim* – When the legislature is not in session, the Consultant will provide periodic reports to update the City on emerging issues of interest.

- a. This can include reports on state revenue estimates, meetings of the legislative Joint Budget Committee and Office of State Planning and Budgeting, or any legislative interim committees.
- b. Furthermore, the Consultant will prepare a legislative review that provides an overview of what occurred in the legislative session.

Schedule 2

Fee Schedule

Excerpt from Consultant's Proposal dated October 17, 2023, Page 15

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Primary Duties (as outlined in the Scope of Service)	1	Lump Sum	\$10,800	\$10,800
2	Specific Tasks (as outlined in the Scope of Service)	1	Lump Sum	\$10,800	\$10,800
3	State Legislative Engagement (as outlined in the Scope of Service)	1	Lump Sum	\$10,800	\$10,800
4	Communications and Outreach to Legislators (as outlined in the Scope of Service)	1	Lump Sum	\$10,800	\$10,800
5	Communications and Engagement with the City (as outlined in the Scope of Service)	1	Lump Sum	\$10,800	\$10,800
Total					\$54,000

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal dated October 17, 2023, Page 14 and Gantt Chart

Capitol Success Group's current roster of clients is divided among the firm's Principal and two Senior Associates. CSG is able to perform the Scope of Services outlined above in the same manner. The Principal will be primarily responsible for the duties and tasks outlined in this Request for Proposal.

Detailed Project Timeline – See Gantt chart on following pages

Activity	Sub activities/ Description	Person(s) Responsible	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	April '24	May '24	June '24	July '24	Aug '24	Sept '24	Oct '24	Nov '24
STATE LEGISLATIVE ENGAGEMENT															
Legislative Planning	Identify, review, and analyze legislative or executive branch matters of potential importance to the City and in alignment with the City's Legislative Policy Agenda.	CSG, City													
	Identify strategy based on the legislative makeup and climate, to accomplish the City's goals.	CSG													
	Identify legislation that may impact the finances or operations of the City and assist in developing positions on such legislation when requested.	CSG, City													
	Coordinate logistics for proposing legislation – securing appropriate legislative sponsors, gathering support from legislative leadership, working with stakeholders, counting votes, and other activities to ensure success in passing legislation.	CSG													
Legislative Tracking	Review and monitor legislation introduced during the session.	CSG													
	Report to the City to develop the appropriate response and position.	CSG													
	Track bills of interest throughout the legislative process.	CSG													
	Utilize Capitol Watch and State Bill during the Legislative Session.														
Lobbying	Advise and consult with City officials and employees and take action to mitigate potentially harmful and promote helpful legislation.	CSG													
	Work with the Pueblo delegation, Southern Colorado legislators, members of the executive branch, and others to make them aware of the City's position and develop the proper strategy to ensure the bill passes or is defeated.	CSG													
	Coordinate amendments with legislative sponsors, count votes on the floor and in committees, and develop coalitions to successfully pass, amend, or defeat bills and budget requests.	CSG													
	Work to educate legislators on the impact and implications of legislation.	CSG													

	Identify vote counts to ensure the bill successfully or unsuccessfully passes every stage of the legislative process.	CSG													
Activity	Sub activities/ Description	Person(s) Responsible	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	April '24	May '24	June '24	July '24	Aug '24	Sept '24	Oct '24	Nov '24
Budget Lobbying and Tracking	Track JBC action throughout the year.	CSG													
	Attend regular meetings of the JBC, tracking the state budget process, and watching the JBC-sponsored legislation throughout the process.	CSG													
	Should the City have a budgetary action, meet with every member of the JBC to discuss the importance of the budget request. Lobby members of the JBC to ensure the request becomes part of the Long Bill.	CSG													
Executive Branch Assistance	Assist the City in working with the administration and state agencies.	CSG													
State Regulatory Tracking	Monitor activities of state departments and participate in promoting the City's interests during rulemaking hearings for state departments.	CSG													
Interim Committee Tracking	Track interim committee activities and watch for legislation during the session that proposes studies, task forces, and committee reviews during the interim.	CSG													
Coalition and Stakeholder Building	As directed by the City, work closely with other cities and local government entities to build and actively participate in a coalition of other interested parties for additional support.	CSG													
COMMUNICATIONS AND OUTREACH TO LEGISLATORS															
Relationships with Legislators	Arrange for City officials and staff to meet with legislators representing the City over breakfast, lunch, or coffee.	CSG													
	Help coordinate and attend legislative receptions that the City chooses to host.	CSG													
	Encourage interactions with legislators to maintain strong relationships with the legislative delegation.	CSG													
Contact with Legislators	Act as the point person for all legislator requests and communicate the legislative priorities and	CSG													

	positions on various bills to members of the General Assembly and the executive branch.														
	Promptly communicate any legislative requests and questions from legislators back to the City.	CSG													
Activity	Sub activities/ Description	Person(s) Responsible	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	April '24	May '24	June '24	July '24	Aug '24	Sept '24	Oct '24	Nov '24
Work with City of Pueblo Legislative Delegation	Remain in communication with the City's legislative delegation (and that of southern Colorado) to ensure they are informed of City decisions, issues, and positions.	CSG													
Position papers and fact sheets	Work with the City to put together concise and engaging position papers on single bills that are of critical importance to the City.	CSG, City													
	Compose general fact sheet that lists all the bills the City supports and/or opposes during the session to be distributed to legislators promptly.	CSG													
Testimony for Legislative hearings	Alert the City when bills of interest are scheduled for committee hearings and arrange for City officials and employees to testify.	CSG, City													
	Develop talking points and provide guidance to individuals testifying.	CSG, City													
COMMUNICATIONS AND ENGAGEMENT WITH THE CITY															
Regular Consultation	Provide consultation as requested by the City throughout the session.	CSG													
Weekly Reports	Provide regular reports and updates as mutually agreed.	CSG													
	Provide a general session overview highlighting the important issues to the City upon conclusion of the Legislative Session.	CSG													
Bill Tracking Reports	Utilize Capitol Watch and State Bill during the Legislative Session.	CSG													
City Council Meetings	Attend City Council meetings to discuss legislation and give legislative reports, updates, and summaries of activities at the Capitol.	CSG													
Reports during the Interim	Provide periodic reports to update the City on emerging issues of interest, as mutually agreed.	CSG													
	Prepare a legislative review that provides an overview of what occurred in the legislative session.	CSG													

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated October 17, 2023, Pages 7-9

Gilbert Romero, Attorney at Law

1550 Larimer St. # 639

Denver, CO 80202

Gil@CapitolSuccess.com

303-921-8630

Gilbert Romero, Principal, Attorney at Law

Gil Romero is the Principal with Capitol Success Group, a government affairs and lobbying firm he started in 1999. Since that time, he has represented a diverse cross-section of clients, both for-profit and non-profit.

Gil Romero served in the Colorado House of Representatives from 1984 – 1998, eight of those years he served on the powerful Joint Budget Committee. While in the House, Gil served on the Capital Development, Local Government, and Judiciary Committees. He was appointed to serve on the Space Advisory Council, the Budget and Fiscal Affairs Committee to the National Council of State Legislators.

He was a Gates Fellow attending the Senior Executive in State and Local Government, Harvard University-John F. Kennedy School of Government. The pinnacle of his public sector career came in 1998, when he ran for the United States Senate, receiving top-line designation at the Democratic State Assembly.

Mr. Romero worked in Pueblo as a Chief Deputy District Attorney and a State Public Defender. Gil was a Major in the JAG Corp. of the Colorado Army National Guard. He has been licensed to practice law in the State of Colorado, licensed to practice in Federal Court, Court of Military Appeals, and the United States Army Court of Military Review. While serving in the legislature Gil worked as Director of External Affairs for Pueblo Community College as well as an adjunct faculty member at CSU-Pueblo (known at the time as the University of Southern Colorado).

Gil earned a master's degree in public administration, from the John F. Kennedy School of Government, Harvard University. He holds a Juris Doctorate degree from the University of Colorado Law School, and a Bachelor of Arts degree in Political Science, also from the University of Colorado. He is a graduate of the Judge Advocate General School of the Army National Guard.

Alec Romero, Senior Associate

Alec Romero, Senior Associate at Capitol Success Group, proudly graduated from Pueblo South High School and went on to earn a bachelor's degree in hospitality management from the University of Nevada Las Vegas. Currently Alec is pursuing a master's degree in public policy at CU Denver. As an associate, Alec has learned the importance of advocacy for people across the state and the instrumental stakeholder process that is involved in the making of new laws in Colorado. Alec spends numerous hours covering legislative committees in the Colorado General Assembly.

Alec has demonstrated a keen interest in a wide array of public policy domains, with an emphasis on critical areas of local government, healthcare, and energy and environmental issues. His commitment to these issues has allowed him to build relationships with legislators. With five years of experience, Alec has a comprehensive understanding of the legislative process and how informed advocacy plays an important role in that process.

Alec tracks the budgetary process and provides timely budget information to clients on decisions of the JBC. Alec reports on a wide range of bills that include several legislative committees consisting of Health and Insurance, Public Health Care and Human Services, Energy and Environment, Finance, and the Opioid and Other Substance Use Disorders Interim Study Committee. His commitment to understanding the state budget and client needs helps inform his development of budget strategy. With his work experience and an authentic interest in people, Alec is excited to grow further into this field, eagerly embracing the potential to shape the future of public policy through dedicated and informed advocacy.

Ryan Romero, Senior Associate

Ryan Romero, Senior Associate at Capitol Success Group, is a dedicated professional who brings a diversity of skills and commitment to his role. A proud graduate of Pueblo South High School, Ryan attended the University of Colorado at Boulder, where he studied history and environmental studies. He is currently pursuing a bachelor's degree in mass communications at the Community College of Denver. Outside of his academic pursuits, Ryan has honed his culinary talents at Cookstreet, the professional culinary arts program in Denver, and completed a Drama program at the Colorado School of Acting. These educational experiences have provided him with a well-rounded and versatile skill set.

Over the past five years Ryan has forged invaluable relationships with numerous state representatives and state senators, including the southern Colorado delegation. His commitment to public policy advocacy and knowledge of his clients objectives has made him a trusted voice among legislators. Ryan has immersed himself in the bill drafting process and working with Legislative Legal Services.

Ryan's expertise is in healthcare, local government, and the State budget. His responsibilities include monitoring and reporting the work of the JBC, Local Government and Housing, Public Healthcare and Human Services, Judiciary, and Transportation and Energy, in both the House and Senate.

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

(PERA form requested 11/9/2023 – to be added to agreement prior to signature)



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

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Back

Summary

Details			
Name	Capitol Success Group LLC		
Status	Good Standing	Formation date	03/31/2020
ID number	20201297777	Form	Limited Liability Company
Periodic report month	March	Jurisdiction	Colorado
Principal office street address	1601 Arapahoe, Floor 12, Denver, CO 80202, US		
Principal office mailing address	1550 Larimer Street, #639, Denver, CO 80202, US		

Registered Agent	
Name	Gilbert E Romero
Street address	1550 Larimer St, Suite 639, Denver, CO 80202, US
Mailing address	1550 Larimer St. #639, Denver, CO 80202, United States

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Capitol Success Group LLC

is a

Limited Liability Company

formed or registered on 03/31/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201297777 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/07/2023 that have been posted, and by documents delivered to this office electronically through 11/09/2023 @ 17:44:04 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/09/2023 @ 17:44:04 in accordance with applicable law. This certificate is assigned Confirmation Number 15476668 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION TRANSFERRING \$33,394.14 FROM ACCOUNT PROJECT NO. CI1502 - ROOF REPLACEMENTS TO ACCOUNT PROJECT NO. CI2327 - WHITLOCK PLANT OUTFLOW REPAIRS, AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$43,453.14 TO PARKER EXCAVATING, INC., FOR PROJECT NO. 23-110, WHITLOCK PLANT OUTFLOW EMERGENCY CULVERT REPAIRS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution transfers funds in the amount of \$33,394.14 from account Project No. CI1502 - Roof Replacements to account Project No. CI2327 - Whitlock Plant Outflow Repairs, and awards Contract Amendment No. 1 in the amount of \$43,453.14 to Parker Excavating, Inc., for Project No. 23-110 Whitlock Plant Outflow Emergency Culvert Repairs.

PREVIOUS COUNCIL ACTION:

Resolution 15348, dated August 28, 2023, established Project CI2307, Whitlock Plant Outflow Repairs, transferred 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.

BACKGROUND:

The original project, awarded to Parker Excavating, Inc., consisted 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 amendment is necessary to add additional concrete removal and replacement for the Fire Department to repair the culvert crossing.

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 Parker Excavating, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$33,394.14 is being transferred from account Project No. CI1502 - Roof Replacements to CI2327, Whitlock Plant Outflow Repairs project.

Funding in the amount of \$43,453.14 will be paid from account Project No. CI2327, Whitlock Plant Outflow Repairs project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution would cancel the additional work.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-110 Amendment No. 1 - Parker Excavation - Whitlock Plant Outflow
Emergency Culvert Repairs

RESOLUTION NO. 15430

A RESOLUTION TRANSFERRING \$33,394.14 FROM ACCOUNT PROJECT NO. CI1502 - ROOF REPLACEMENTS TO ACCOUNT PROJECT NO. CI2327 - WHITLOCK PLANT OUTFLOW REPAIRS, AWARDED CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$43,453.14 TO PARKER EXCAVATING, INC., FOR PROJECT NO. 23-110, WHITLOCK PLANT OUTFLOW EMERGENCY CULVERT REPAIRS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, an Emergency City improvement Construction Contract was awarded to Parker Excavating, Inc., under Contract Number 23-110; and

WHEREAS, additional work is necessary to add additional concrete removal and replacement for the Fire Department to access the area in case of a fire; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$33,394.14 are hereby transferred from account Project No. CI1502 - Roof Replacements into account Project No. CI2327 - Whitlock Plant Outflow Repairs Project.

SECTION 2.

Contract Amendment No. 1 to the Construction Contract for Project No. 23-110 Whitlock Plant Outflow Emergency Culvert Repairs with Parker Excavating, Inc., in the amount of \$43,453.14, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said Contract Amendment No. 1 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 4.

Funds for Project 23-110 shall be from account Project No. CI2327, Whitlock Plant Outflow Repairs project.

SECTION 5.

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.

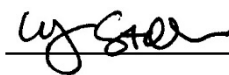
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 

**AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of November 28, 2023, by and between the City of Pueblo, a Municipal Corporation ("City") and Parker Excavating, Inc., a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated August 4, 2023, for Bid 23-110 Whitlock Plant Outflow Emergency Culvert Repairs (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 \$110,513.14, which amount includes the original contract amount of \$67,060.00 and the additional contract amount of \$43,453.14 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

PARKER EXCAVATING, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Gregory Parker, Vice President

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, Deputy City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

BID 23-110 WHITLOCK PLANT OUTFLOW EMERGENCY CULVERT REPAIRS

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 removal and replacement of concrete for Fire Department access to area.	Lump Sum	\$43,453.14

(Forty Three Thousand, Four Hundred Fifty Three and 14/100-----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.

PARKER EXCAVATING, INC.

By: _____
Gregory Parker, Vice President



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION TRANSFERRING \$10,000 IN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT

SUMMARY:

The Resolution will transfer \$10,000 in funds in the SouthPointe Special Improvement Maintenance District budget from the "Projects to be Determined" account into the "Repair & Maintenance" account.

PREVIOUS COUNCIL ACTION:

Resolution No. 14970 was approved on August 22, 2022, which transferred \$20,000 from the SouthPointe Special Improvement Maintenance District from the "Projects to be Determined" account into the "Repair & Maintenance" account to resurface the soft surface trail and complete existing landscape projects.

BACKGROUND:

The transferred funds will be used to fund additional landscape repairs and maintenance through the end of 2023.

FINANCIAL IMPLICATIONS:

Not applicable to this Resolution.

BOARD/COMMISSION RECOMMENDATION:

SouthPointe SIMD Advisory Board approves the transfer of funds.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to approve this transfer and the required maintenance will not be completed.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15431

A RESOLUTION TRANSFERRING \$10,000 IN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$10,000.00 in the SouthPointe Special Improvement Maintenance District Budget will be transferred from the "Projects to be Determined" operating budget line account to the "Repair & Maintenance" operating budget line account.

SECTION 2.

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

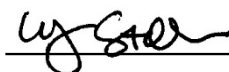
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: November 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND EV STUDIO, LLC, A COLORADO LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$17,060.00 FOR 23-002, ENGINEERING DESIGN OF MINERAL PALACE GREENHOUSE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Amendment No. 1 to the Professional Engineering Services Agreement awarded to EV Studio, LLC, in the amount of \$17,060.00 for Project 23-002, Engineering Design of Mineral Palace Greenhouse.

PREVIOUS COUNCIL ACTION:

Resolution 15150 dated February 27, 2023, approved an agreement for Professional Engineering Services between the City of Pueblo and EV Studio, LLC, in the amount of \$46,000.00, related to the Engineering Design of Mineral Palace Greenhouse Project.

BACKGROUND:

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

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

In January 2023, the City of Pueblo solicited Requests for Proposals for engineering

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

The purpose of Amendment No. 1 to the Agreement for Professional Engineering Services is to develop and design the parking lot and the atrium restroom (increase in scope of work).

FINANCIAL IMPLICATIONS:

Funding for the original Agreement (\$46,000.00) and Amendment #1 (\$17,060.00) will be paid from CI2113 - ARPA Funds.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the design of the additional improvements.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-002 Amendment No 1 - EV Studio - Addl Work for Engineering Design of Mineral Palace Greenhouse

RESOLUTION NO. 15432

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND EV STUDIO, LLC, A COLORADO LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$17,060.00 FOR 23-002, ENGINEERING DESIGN OF MINERAL PALACE GREENHOUSE, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Professional Engineering Services Agreement to EV Studio, LLC, was approved on May 5, 2023; and,

WHEREAS, additional design and engineering work contemplated by Amendment No. 1 is needed; and

WHEREAS, it is in the best interest of the City to proceed with and complete such design in the manner herein provided; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 1, by and between the City of Pueblo, a Colorado Municipal Corporation, and EV Studio, LLC, a Colorado Limited Liability Company, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 1 to be performed in the amount of \$17,060.00.

SECTION 2.

Funds in the amount of \$17,060.00 will be paid from Project CI2113, ARPA Funds.

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 1 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 4.

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

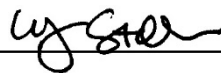
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 

AMENDMENT NO. 1
TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND EVSTUDIO, LLC

1. Introduction

This Amendment No. 1 to the Professional Engineering Services Agreement ("Amendment") is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, Colorado, a Colorado Municipal Corporation ("City") and EV Studio, LLC, a Colorado Limited Liability Company (hereafter referred to as "Consultant"). City and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties." WITNESSETH THAT:

2. Project Statement

WHEREAS, City and Consultant entered into that certain Professional Engineering Services Agreement dated May 5, 2023, for Bid 23-002 Engineering Design of Mineral Palace Greenhouse (the "Agreement"); and

WHEREAS, City and Consultant desire to modify the Agreement pursuant to the provisions set forth herein.

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

3. AGREEMENT

- A. The Agreement is amended by expanding the scope of work to include the following additional services:
 - 1. Consultant shall develop and design the parking lot (add alternate) and the atrium restroom (add alternate) as outlined in Attachment A.
- B. Attachment A to this Amendment No. 1 shall be added to the original scope of work, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement.
- C. With respect to services provided under Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount of \$17,060.00 as set forth in Attachment B and notwithstanding whether the service is billed as Time and Material.

- D. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- E. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the 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 Agreement as it existed prior to this Amendment No. 1.
- F. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original

IN WITNESS WHEREOF, the Parties to this Amendment No. 1 have set forth their hand, to be executed as of the effective date first written above.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

EVSTUDIO, LLC

By _____
Naomi Hedden, Director of Purchasing

By _____
Brian Welch, Principal

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Robert Jagger, City Attorney

Attachments: Attachment A - Scope of Services
Attachment B - Fee Schedule
Additional Information for Amendment

Attachment A

Additional Scope of Service

Summary of Additional Work from Consultant's proposal dated October 13, 2023, Page 1

Description: The following work has been identified as being beyond the scope of the original Agreement between EVstudio and the Client dated 5/5/2023:

Parking Lot Add Alt Design Services (\$11,500)

1. Develop the design of the parking lot add alt from PD to CDs for bidding in conjunction with the rest of the greenhouse design.

Atrium Restroom Add Alt Design Services (\$5,560)

1. Develop the design of the atrium restroom add alt from PD to CDs for bidding in conjunction with the rest of the greenhouse design.

Attachment B

Fee Schedule for Additional Scope of Service

Excerpt from Consultant's proposal dated October 13, 2023, Page 1

Additional Service Fees:

EVstudio Add Alt Design Fees	MEP	Arch	Civil	TOTAL
Atrium Restroom	\$3,560	\$2,000	-	\$5,560
Parking Lot	\$2,000	\$1,500	\$8,000	\$11,500

Additional Information for Amendment

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)



EV STUDIO, LLC

REVIEWED

By Christina Garcia at 1:06 pm, Nov 07, 2023

Unique Entity ID TKN6MZ1MNL3	CAGE / NCAGE 5T5W6	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date May 1, 2024	
Physical Address 5335 W 48TH AVE STE 300 Denver, Colorado 80212-2709 United States	Mailing Address 5335 W. 48TH AVE Denver, Colorado 80204 United States	

Business Information

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

Registration Dates

Activation Date May 4, 2023	Submission Date May 2, 2023	Initial Registration Date Nov 24, 2009
--------------------------------	--------------------------------	---

Entity Dates

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

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

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

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Nov 07, 2023 08:05:10 PM GMT
<https://sam.gov/entity/TKN6MZ1MNL3/coreData?status=null>

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
5T5W6

Points of Contact**Electronic Business**

SEAN O'HARA

5335 W. 48TH AVE
Denver, Colorado 80212
United States

DEAN DALVIT

4602 Plettner Lane 4D
Evergreen, Colorado 80439
United States

Government Business

SEAN O'HARA

5335 W. 48TH AVE
Denver, Colorado 80212
United States

DEAN DALVIT

4602 Plettner Lane 4D
Evergreen, Colorado 80439
United States

Service Classifications**NAICS Codes**

Primary
Yes

NAICS Codes
541330
541310
925120

NAICS Title
Engineering Services
Architectural Services
Administration Of Urban Planning And Community And Rural Development

Product and Service Codes

PSC
C215
C219

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

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States

Colorado

North Carolina

Texas

Counties

(blank)

Metropolitan Statistical Areas

(blank)



Colorado
Secretary of State
Jena Griswold



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Summary

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

Registered Agent	
Name	InCorp Services, Inc.
Street address	36 South 18th Avenue, Suite D, Brighton, CO 80601, United States
Mailing address	36 South 18th Avenue, Suite D, Brighton, CO 80601, United States

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

EV Studio, LLC

is a

Limited Liability Company

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/06/2023 that have been posted, and by documents delivered to this office electronically through 11/07/2023 @ 12:07:02 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/07/2023 @ 12:07:02 in accordance with applicable law. This certificate is assigned Confirmation Number 15468164 .



Secretary of State of the State of Colorado

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

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

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

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

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

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

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

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

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

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

Company Name: EV Studio, LLC

Authorized Signature: Sydney Stellick Title: Administrative Assistant

Printed Name: Sydney Stellick Date: 11/14/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Oppen & Co. 2, Inc. VOCO 2 Insurance & Risk Control Services P.O. Box 793 Teton Village WY 83025	CONTACT NAME: Brenda Todd PHONE (A/C, No, Ext): 800-746-0048 E-MAIL ADDRESS: service@vanoppenco2.com FAX (A/C, No):
INSURED EV Studio, LLC 5335 W 48th Avenue #300 Denver CO 80212	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: Sentinel Insurance Company Ltd INSURER C: Nutmeg Insurance Company INSURER D: Endurance American Specialty Insurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1645009898**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	34SBAAC4302	4/1/2023	4/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	34UECAC0099	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	34SBAAC4302	4/1/2023	4/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 XS GL/AL/EL \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	Y	34WECAR9JVN	4/1/2023	4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability "Claims Made"			DPL30021157001	6/19/2023	6/19/2024	Each Claim \$3,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Proj #: 23A004 - Pueblo Mineral Palace Greenhouses 1605 N Santa Fe Ave. Pueblo, CO 81003

City of Pueblo, its agents, officers and employees are included as an Additional insured on the General Liability as per written contract. Coverage is Primary and Non-Contributory and a Waiver of Subrogation applies per written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Pueblo
230 S. Mechanic Street
Pueblo CO 81003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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02 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
43 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
AC insurance company of The Hartford Insurance Group shown below.
SBA

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: 3

Policy Number: 34 SBA AC4302 SC



SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: EV STUDIO LLC
(No., Street, Town, State, Zip Code) SEE FORM SS 12 35
5335 W 48TH AVE
DENVER CO 80212

Policy Period: From 04/01/23 To 04/01/24 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: VAN OPPEN & CO 2 INC
Code: 360498

Previous Policy Number: 34 SBA AC4302

Named Insured is: LIMITED LIAB CORP

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS:

IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR
POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

CO HAZ MIT SURCH: \$

Countersigned by *Suean L. Castaneda*
Authorized Representative

01/31/23
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 34 SBA AC4302

LOSS PAYEE: FORM SS 12 12
SEE FORM IH 12 00

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 12 06	SS 00 07 07 05	SS 00 08 04 05
SS 00 61 07 19	SS 00 64 09 16	SS 84 01 09 07	SS 12 35 03 12
SS 01 33 11 13	SS 01 35 04 08	SS 89 93 07 16	SS 00 60 09 15
SS 04 08 09 07	SS 04 19 07 05	SS 04 20 07 05	SS 04 22 07 05
SS 04 30 07 05	SS 04 33 04 05	SS 04 39 07 05	SS 04 41 03 18
SS 04 42 03 17	SS 04 44 07 05	SS 04 45 07 05	SS 04 46 09 14
SS 04 47 04 09	SS 04 80 03 00	SS 04 86 03 00	SS 40 18 07 05
SS 40 93 07 05	SS 41 12 06 22	SS 41 51 10 09	SS 41 63 06 11
IH 10 01 09 86	SS 05 06 03 14	SS 05 47 09 15	SS 41 75 09 15
SS 50 04 06 04	SS 50 57 04 05	SS 51 10 03 17	SS 51 11 03 17
IH 12 05 02 21	SS 09 01 12 14	SS 09 53 10 08	SS 09 67 09 14
SS 09 70 12 14	SS 09 71 12 14	SS 09 73 12 14	SS 12 12 03 92
SS 12 15 03 00	IH 99 40 04 09	IH 99 41 04 09	SX 80 01 06 97
SS 83 76 12 20	SS 12 23 06 11		
IH 12 00 11 85	SCHEDULE OF FINE ARTS		
IH 12 00 11 85	ADDITIONAL INSURED - PERSON-ORGANIZATION		
IH 12 00 11 85	ADDITIONAL INSURED - MANAGER/LESSOR		
IH 12 00 11 85	WAIVER OF SUBROGATION		
IH 12 00 11 85	ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR		
	SS4170/SS4171		
IH 12 00 11 85	ADDITIONAL INSURED - VENDOR		
IH 12 00 11 85	LOSS PAYEE		



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:

(a) Agrees in writing to:

- (i) Cooperate with us in the investigation, settlement or defense of the "suit";
- (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (iii) Notify any other insurer whose coverage is available to the indemnitee; and
- (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

- (i) Obtain records and other information related to the "suit"; and
- (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants";

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury";

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured – Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs:
- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

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- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

- a. Is not your "employee";

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

- A.** It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - **WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph (1) above does not apply if the additional insured's acts or omissions, or the acts or omissions of those acting on additional insured's behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

(a) The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, recommendations, reports, surveys, field orders, change orders, designs or drawings and specifications, or

(b) Supervisory, inspection, quality control, architectural or engineering activities.

This limitation applies even if the claims against the additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the additional insured.

(3) The insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F - **OPTIONAL ADDITIONAL INSURED**

COVERAGES; and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - **OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of Section F - **OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if the additional insured's acts or omissions, or the acts or omissions of those acting on the additional insured's behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

(a) The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, recommendations, reports, surveys, field orders, change orders, designs or drawings and specifications, or

(b) Supervisory, inspection, quality control, architectural or engineering activities.

This limitation applies even if the claims against the additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the additional insured.

The insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - DEFINITION OF INSURED CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Paragraph **f.** of the definition of "insured contract" in the **Liability And Medical Expenses Definitions** Section is replaced by the following:

- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports surveys, field orders, change orders, designs or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

This SPECIAL MULTI-FLEX POLICY is provided by the stock insurance company(s) of The Hartford Insurance Group, shown below.

COMMON POLICY DECLARATIONS

POLICY NUMBER: 34 UEC AC0099 SC
RENEWAL OF: 34 UEC AC0099



Named Insured and Mailing Address:
(No., Street, Town, State, Zip Code)

EV STUDIO, LLC
DBA EVSTUDIO TEXAS LLC
5335 W 48TH AVE STE 300
DENVER , CO 80212
(DENVER COUNTY)

Policy Period: **From** 04/01/23 **To** 04/01/24
12:01 A.M., Standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are a part of this policy are listed below. The Advance Premium shown may be subject to adjustment.

Total Advance Premium:

Coverage Part and Insurance Company Summary

Advance Premium

COMMERCIAL AUTO
NUTMEG INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CT 06155

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.

HM0001 IL00171198 IH12050221 IH99400409 IH99410409 IL00210908 IL01251113
IL01690907 IL02280907 HA00251221

Agent/Broker Name: VAN OPPEN & CO 2 INC

Countersigned by
(Where required by law)

Susan L. Castaneda

Authorized Representative

01/09/23
Date

COMMERCIAL AUTOMOBILE COVERAGE PART - DECLARATIONS BUSINESS AUTO COVERAGE FORM



POLICY NUMBER: 34 UEC AC0099

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

- A. This Declarations Form;
- B. Motor Carrier Coverage Form; and
- C. Any Endorsements issued to be a part of this Coverage Form and listed below.

ITEM ONE - NAMED INSURED AND ADDRESS

The Named Insured is stated on the Common Policy Declarations.

ADVANCE PREMIUM: \$

AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HA00040302	HA00120615T	CA00011120	HA21020614	CA21500717
CA01131013	CA04401013	CA23441120	CA99231013	CA99441013
HA99080614	HA99161221			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."
- The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:
- (a) During the policy period, and
 - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

INFORMATION PAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: SEE ATTACHED ENDORSEMENT



NCCI Company Number:
Company Code: 9

13161

POLICY NUMBER:
Previous Policy Number:

34 WEC AR9JVN

34 WEC AR9JVN

Suffix
LARS RENEWAL

12

1. **Named Insured and Mailing Address:** EV STUDIO, LLC
(No., Street, Town, State, Zip Code) 5335 W 48TH AVE
DENVER CO 80212

FEIN Number: 20-4963614

State Identification Number(s): Refer to the EXTENSION OF THE INFORMATION PAGE – WC990365.

The Named Insured is: LLC

Business of Named Insured: Architectural Services

Other workplaces not shown above: See Endorsement - WC990366

2. **Policy Period:** **From** 04/01/23 **To** 04/01/24 **ANNUAL**
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: VAN OPPEN & CO 2 INC
PO BOX 793
TETON VILLAGE WY 83025

Producer's Code: 34360498

Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
(866) 467-8730

Total Estimated Annual Premium:

Deposit Premium:

Policy Minimum Premium: \$328 CO (Includes Increased Limit Min. Prem.)

Audit Period: ANNUAL

Installment Term: Twelve Pay (8.33%Down+11@8.33%)

The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan S. Castaneda
Authorized Representative

02/20/23
Date



EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 34 WEC AR9JVN

Endorsement Number:

Effective Date: 04/01/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: EV STUDIO, LLC
5335 W 48TH AVE
DENVER CO 80212

Item 3.D. of the Information Page is completed to include the following endorsements:

WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000001A.1	INFORMATION PAGE
WC000001A.2	INFORMATION PAGE
WC000406	Premium Discount Endorsement
WC000412	CONTINGENT EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT
WC000414A	90-DAY REPORTING REQUIREMENT- NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC000419A	PART FIVE - PREMIUM AMENDATORY ENDORSEMENT
WC000421F	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC000424	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC000425	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
WC050402	COLORADO CLASSIFICATION ENDORSEMENT
WC050403	COLORADO PREMIUM CREDIT FOR CERTIFIED RISK MANAGEMENT PROGRAMS ENDORSEMENT
WC990001K	Signature/Copyright
WC990002	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY
WC990005	SCHEDULE OF OPERATIONS
WC990069	AMENDATORY ENDORSEMENT - COLORADO



EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 34 WEC AR9JVN

Endorsement Number:

Effective Date: 04/01/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: EV STUDIO, LLC
5335 W 48TH AVE
DENVER CO 80212

Item 3.D. of the Information Page is completed to include the following endorsements:

WC990303B	WORKERS COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS
WC990356A	AMENDMENT TO WORKERS COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS - EMPLOYERS LIABILITY STOP GAP COVERAGE
WC990366	EXTENSION OF THE INFORMATION PAGE - ITEM 1 - OTHER WORKPLACES
WC990367	EXTENSION OF THE INFORMATION PAGE - ITEM 3.A - STATES COVERED
WC990368	EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS
WC990394	NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)
WC990689	GOODS AND SERVICES ENDORSEMENT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 34 WEC AR9JVN

Endorsement Number:

Effective Date: 04/01/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: EV STUDIO, LLC
5335 W 48TH AVE
DENVER CO 80212

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
 13. bodily injury sustained by any member of the flying crew of any aircraft.
 14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	<u>\$500,000 Each Accident</u>
--------------------------------------	---------------------------------------

Bodily Injury by Disease	<u>\$500,000 Policy Limit</u>
-------------------------------------	--------------------------------------

Bodily Injury by Disease	<u>\$500,000 Each Employee</u>
-------------------------------------	---------------------------------------

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

- A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:
ID, CO
- B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval

Countersigned by _____ Authorized Representative



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$12,375.18 TO AND TONY J. BELTRAMO & SONS, INC., A COLORADO CORPORATION, FOR PROJECT NO. 23-094, ASPHALT IMPROVEMENTS - S. PRAIRIE AVENUE (FARABAUGH TO PRAIRIE HAWK), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards Contract Amendment No. 1 in the amount of \$12,375.18 to Tony J. Beltramo & Sons, Inc., for Project No. 23-094, Asphalt Improvements - S. Prairie Avenue (Farabaugh to Prairie Hawk).

PREVIOUS COUNCIL ACTION:

Resolution 15279, dated June 26, 2023, awarded a Construction Contract to Tony J. Beltramo & Sons, Inc., in the amount of \$104,718.00, setting forth \$15,708.00 for contingencies.

BACKGROUND:

The original project, awarded to Tony J. Beltramo & Sons, Inc., consisted of a 2-inch asphalt overlay on Prairie Avenue from Farabaugh Lane to Prairie Hawk Lane. This contract amendment adds asphalt and milling of some of the road to tie the new asphalt to the existing asphalt.

This Resolution approves an amendment to increase the contract award amount previously awarded to Tony J. Beltramo & Sons, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$12,375.18 will be paid from account Project HUAN01, Street Resurfacing.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution would cancel the additional work.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-094 Amendment No. 1 - Tony J Beltramo & Sons, Inc. Asphalt Improvements

RESOLUTION NO. 15433

A RESOLUTION AWARDED CONTRACT AMENDMENT NO. 1
IN THE AMOUNT OF \$12,375.18 TO AND TONY J. BELTRAMO
& SONS, INC., A COLORADO CORPORATION, FOR PROJECT
NO. 23-094, ASPHALT IMPROVEMENTS - S. PRAIRIE AVENUE
(FARABAUGH TO PRAIRIE HAWK), AND AUTHORIZING THE
PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Tony J. Beltramo & Sons, Inc., a
Colorado Corporation, under Contract Number 23-094; AND,

WHEREAS, additional funds are necessary to complete additional asphalt and milling;
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

This Contract Amendment No. 1 to the Construction Contract for Project 23-094 Asphalt
Improvements - S. Prairie Avenue (Farabaugh to Prairie Hawk), with Tony J. Beltramo & Sons,
Inc., a Colorado Corporation, in the amount of \$12,375.18.

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, in the amount of \$12,375.18 shall be from account Project HUAN01, Street
Resurfacing.

SECTION 4.

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.

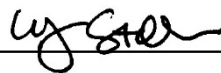
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 

**AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of November 28, 2023, by and between the City of Pueblo, a Municipal Corporation ("City") and Tony J. Beltramo & Sons, Inc., a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated July 12, 2023, for Bid 23-094 (HUAN01) Asphalt Improvements - S. Prairie Avenue (Farabaugh to Prairie Hawk), (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 \$132,801.18, which amount includes the original contract amount of \$104,718.00, Change Order No. 1 in the amount of \$15,708.00, and the additional contract amount of \$12,375.18 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

TONY J. BELTRAMO & SONS, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Tim Beltramo, President

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, Deputy City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

BID 23-094 (HUAN01) ASPHALT IMPROVEMENTS - S. PRAIRIE AVENUE (FARABAUGH TO PRAIRIE HAWK)

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 asphalt and road milling to tie new asphalt to existing asphalt.	Lump Sum	\$12,375.18

(Twelve Thousand, Three Hundred Seventy Five and 18/100-----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.

TONY J. BELTRAMO & SONS, INC.

By: _____
Tim Beltramo, President



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MULTISTUDIO, INC, RELATING TO PROJECT 23-081A, UNIFIED DEVELOPMENT CODE FOR PLANNING DEPARTMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves an Agreement for professional services relating to Bid No. 23-081A, Unified Development Code for Planning Department.

PREVIOUS COUNCIL ACTION:

City Council established the Project CI2319 and budgeted and appropriated \$420,000 comprised of \$195,000 in grant funds from the Colorado Department of Local Affairs (DOLA) Energy Impact Assistance Program EIAF 9547 and \$225,000 in Pueblo American Rescue Plan Act (ARPA) Funds approved in Resolution No. 15100 and approved a grant agreement with the Colorado Department of Local Affairs (DOLA) on October 26, 2020 by Ordinance No. 9796.

BACKGROUND:

The City solicited proposals (Bid No. 23-081A) for consultants to complete professional services for the Unified Development Code for Planning Department. Two consulting firms submitted proposals, and Multistudio, Inc. was selected as the most qualified to complete the Project. The total cost to complete the three phases within the scope of services for the Project is \$215,113. The scope of services for the Project includes three phases:

Phase 1 - Current Zoning Code, Historic Preservation Code and Subdivision Code Assessments, totaling \$58,615

Phase 2 - Preparatation of a Draft Unified Development Code, totaling \$86,092
Phase 3 - Preparation of Final Unified Development Code, totaling \$70,406

Total Scope of Services totals - \$215,113

FINANCIAL IMPLICATIONS:

The total project budget, CI2319 will be funded through the following sources:

Energy Impact Assistance Program EIAF 9547	\$195,000.00
Pueblo ARPA Funds approved in Resolution No. 15100	<u>\$ 225,000.00</u>
	\$ 420,000.00

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

It is anticipated that a vibrant public engagement process will be utilized in the updating of the City codes which will include listening sessions to understand the community's goals and values, in-person open house events, focus group meetings, meetings with City commissions and boards, a Project website with questionnaires, relevant documents, videos explaining the Project. Video conferencing and other telecommunications will also be utilized throughout the Project to aid in communication and collaboration.

ALTERNATIVES:

Denial of this Resolution will result in the readvertising for proposals for this Project.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. 23-081A Multistudio Agmt for Unified Development Code

RESOLUTION NO. 15434

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MULTISTUDIO, INC, RELATING TO PROJECT 23-081A, UNIFIED DEVELOPMENT CODE FOR PLANNING DEPARTMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for the Project No. 23-081A Unified Development Code for Planning Department have been received and examined; and,

WHEREAS, Multistudio, Inc. has been selected to provide professional services for said Project; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Agreement for Professional Services dated November 27, 2023, between the City of Pueblo, a Colorado Municipal Corporation, and Multistudio, Inc. of which a copy is attached hereto and on file at the office of the City Clerk, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds in the amount of \$215,113 for said professional services shall be paid from the Unified Development Code for Planning Department Project, CI2319.

SECTION 3.

The Purchasing Agent is hereby authorized to execute and deliver said Agreement on behalf of the City of Pueblo, 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 this Resolution to implement the policies and procedures described herein.

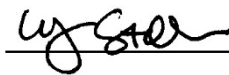
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



**AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BY AND BETWEEN THE CITY OF PUEBLO AND
MULTISTUDIO, INC.**

23-081A

RFP - UNIFIED DEVELOPMENT CODE FOR PLANNING
DEPARTMENT

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN THE CITY OF PUEBLO AND MULTISTUDIO, INC.

1. GENERAL

THIS AGREEMENT ("Agreement") made on this ____ day of _____, 20____ by and between the City of Pueblo, a Municipal Corporation ("City") and Multistudio, Inc., a registered Kansas Corporation ("Consultant") for certain professional services for City in connection with Bid 23-081A RFP - Unified Development Code for Planning Department (the "Project"). In consideration of the following mutual covenants, the parties agree as follows:

- A. Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in Schedule 1 attached and incorporated by reference (the "Services"). Such services shall include all usual and customary professional analysis, development, reporting, coordination, advising, and related ancillary services including all required services incidental to the work on the Project. Since this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.
- C. To the extent Consultant requires access to private property to perform its services, Consultant shall make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to such terms and conditions. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including reports and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with Colorado law, to City for all loss or damage to City caused by Consultant's negligent act(s) or omission(s); except Consultant irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an

action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or later enacted.

- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that attached Schedule 3 is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.
- E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 4 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 calendar days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter,

Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data, and previous reports accessible to City which Consultant may reasonably require.
- B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum contract price.
- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any reports, documents, materials, or other product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 calendar days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 calendar days shall be presumed reasonable for City to act with respect to any matter involving policy or a significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$215,113.00 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event

compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 calendar days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or any other expenses unless otherwise specifically listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, for any reason. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, reports, plans, calculations, summaries, work product and materials, documents, and all other information, as Consultant may have created or accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly and timely transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of

termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination.

- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by Colorado law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Planning and Community Development Department, Attn: Scott Hobson, Director, 211 East D Street, Pueblo, CO, 81003; or to the Consultant, Multistudio, Attn: Graham Smith, Principal-in-Charge, 4200 Pennsylvania Avenue, Kansas City, MO, 64111. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 23-081A, RFP - Unified Development Code for Planning Department, are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

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

receiving City's consent. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law and Venue

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

7.10. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.11. Appropriations

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

8. DISPUTES

- A. Any dispute or disagreement between Consultant and City arising from or relating to this Agreement or Consultant's services or right to payment hereunder shall be determined and

decided by the City's Director of Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.

- B. Pending resolution of any dispute or disagreement, or judicial review, Consultant shall proceed diligently with performance of its work under this Agreement.

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

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

10. INSURANCE

10.1. Conditions

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

10.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.
- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than \$1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

11. ACCESSIBILITY

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

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed

by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 11 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 11 pages.
- Schedule 5 - "Special Funding Requirements" consisting of 7 pages.

15. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

Signature Section on following page

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

MULTISTUDIO, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Graham Smith, Principal-in-Charge

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Paul Willumstad, Department of Law
City Attorney, George Hypolite

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
Schedule 5 – Special Funding Requirements
Additional Information for Agreement

Schedule 1

Scope of Service

Part 1: Excerpt from Request for Proposal dated October 5, 2023, Section 3

Part 2: Excerpt from Consultant's Proposal in response to the Request for Proposal dated October 12, 2023,
Section 2.3

Part 1

3.1. Overview and Goals; Minimum Qualifications; Process; and Reference Documents

For an overview and the goals of this project, please review to Section 3.1 of the RFQ.

For a review of the Minimum Qualifications for this project, please refer to Section 3.2 of the RFQ.

The Process for this bid shall follow Section 3.3 of the RFQ.

Links to the Reference Documents are provided in Section 3.5 of the RFQ.

3.2. Phase 1

Current Zoning Code, Historic Preservation Code and Subdivision Code (Chapters 4 & 5) Assessment

The Consultant shall complete a technical analysis of the existing codes found in Title IV, Title XII, and Title XVII. Through the analysis, the Consultant shall identify high priority topics to be addressed in the code revisions.

Zoning Code Analysis. The Consultant shall complete a technical analysis of the existing Zoning Code found in Title XVII of the municipal code. The analysis shall be made in consideration of: (a) Information obtained from the issue identification process. (b) The Consultant's experience and/or knowledge of best practices in other communities. (c) The Consultant's knowledge of innovative zoning and land use practices. (d) The Consultant's experience in developing zoning codes, per project goals and recommendations set forth in comprehensive plans. (e) The Consultant's experience with developing user-friendly zoning codes, as well as land use application policies and procedures.

Historic Preservation Code Analysis. The Consultant shall complete a technical analysis of the existing codes found in Chapter 14 of Title IV. The analysis shall be made in consideration of: (a) Information obtained from the issue identification process. (b) The Consultant's experience and/or knowledge of best practices in other communities. (c) The Consultant's knowledge of historic preservation codes and regulation practices. (d) compliance with the federal and state requirements of a designated certified local government (CLG).

Subdivision Code Analysis. The Consultant shall complete a technical analysis of the existing codes found in Title XII. The analysis shall be made in consideration of: (a) Information obtained from the issue identification process. (b) The Consultant's experience and/or knowledge of best practices in other communities. (c) The Consultant's knowledge of modern subdivision and minor subdivision modification regulation practices, particularly in developing updated standards and development processes within the subdivision codes. (d) The Consultant's experience in developing subdivision codes, per recommendations set forth in comprehensive plans. (e) The Consultant's experience with developing user-friendly subdivision development standards and codes, as well as subdivision application policies and procedures.

3.3. [Phase 2](#)

Preparation of a Draft Unified Development Code Incorporating Sections for Both Zoning and Subdivision Regulations that Addresses the Goals of the Project and a draft update of the City's Historic Preservation Code

The Consultant shall prepare draft development codes integrating Title XII Subdivision and Title XVII Zoning into a unified development code based on the outline of proposed goals of the project that utilizes the Phase 1 Assessment to achieve best planning practices for guiding the future development of Pueblo. It is not expected that the Consultant will prepare an updated zoning map, but the Consultant shall partner with City staff to provide working maps that show how the proposed changes would be applied. After initial review by the City staff and the Planning and Zoning Commission, the draft changes will be distributed for review and comment. The Consultant shall propose an approach for soliciting broad-based input about the draft changes from the general public, stakeholders, and others. The proposal shall include the projected number of meetings, presentations, workshops and other supplemental sessions for gathering input. Additionally, the Consultant shall draft an update to the City's Historic Preservation Code currently within Chapter 14, Title IV of the municipal code. It is anticipated that there will be work sessions with the Planning Commission and the Historic Preservation Commission over the course of the 18-24 month period. It is expected that the draft development code changes will have multiple rounds of drafting, circulation, and revisions.

The Consultant shall propose a scope of work and timeline that involves numerous meetings with city planning and public works department staff, and with Pueblo's Planning Commission and Pueblo's City Council. In this process, the consultant will be expected to develop solutions based on direct experience and on broader professional knowledge. The evaluation of options and development of innovative solutions will be a fundamental part of the process. As sections of the Unified Development Code are drafted, they will be reviewed by City staff, the Planning and Zoning Commission, and other stakeholders.

It is anticipated that a vibrant public engagement process will be engaged in the updating of the city codes which is anticipated to include listening sessions to understand the community's goals and values, in-person open house events, focus group meetings, meetings with other city commissions, advisory committees and boards, establishment of a project website with questionnaires, relevant documents, videos explaining the project with the Mayor, P&Z Commissioners and city staff and upcoming events. Video conferencing and other telecommunications shall also be utilized throughout the project to aid in communication and collaboration.

Based on the nature of the process, the City of Pueblo is seeking to establish a strong working relationship with a planning expert who can offer innovative zoning and subdivision solutions to meet the City's planning and development goals. The consultant must have access to a land use attorney to draft and review documents prior to submittal to the City. The consultant's land use attorney will consult, as needed, with the City of Pueblo Law Department.

3.4. [Phase 3](#)

Preparation of a Final Unified Development Code Incorporating Sections for Both Zoning and Subdivision Regulations and Updating of the City's Historic Preservation Code that Addresses the Goals of the Project

The consultant team is expected to carry the UDC and update of the Historic Preservation Code from inception through document adoption by City Council. The adoption process will include both the Planning & Zoning Commission and City Council, and review with Zoning Board of Appeals and the Historic Preservation Commission. The consultant team's responsibility to attend & lead meetings with these other boards & commissions is subject to negotiation.

The consultant shall prepare a final draft of the Unified Development Code section of the and the updates to the City's Historic Preservation Code based on comments received from the public outreach efforts, staff recommendations, public meeting comments and final Planning Commission recommendation. This draft shall be presented to the Pueblo City Council at two work sessions and at a public hearing prior to adoption of an ordinance amending the Pueblo Municipal Code; it is anticipated that there will be two readings of the final ordinance. The final ordinances should be provided in Word format that is consistent with the formatting of the Pueblo Municipal Code. All illustrations, and graphics contained therein should be provided in electronic, editable formats. The consultant shall include in this task time to address any follow-up review with Code Publishing Company to address any scrivener's errors prior to codification of the new code.

Understanding of Project Goals



Our methodology towards planning, urban design, and development codes, and our approach to Pueblo's scope of services allow us to serve as a uniquely qualified partner with city staff on this important project. A hallmark of all of our development codes include the following priorities of the City expressed in the RFQ/RFP, and we are prepared to work closely with city staff and stakeholders to deliver on these priorities for the Pueblo Unified Development Code:

- Flexible approach to land uses, with greater emphasis on scale, format, and design rather than specific uses.
- Promote integrated or mixed uses based on context and development patterns—including benchmarks for “horizontal” mixed-use and “vertical” mixed-use.
- Diversify housing to meet current needs—including neighborhood context; housing scale, format and type; and market segments and price points.
- Address development patterns and typologies for unique contexts of the community—whether that means legitimizing patterns and types that may predate the development code or a more strategic and nuanced approach to nonconforming situations.
- Standards that are context-based, flexible, but establish improved expectations for everyone impacted by the development code.

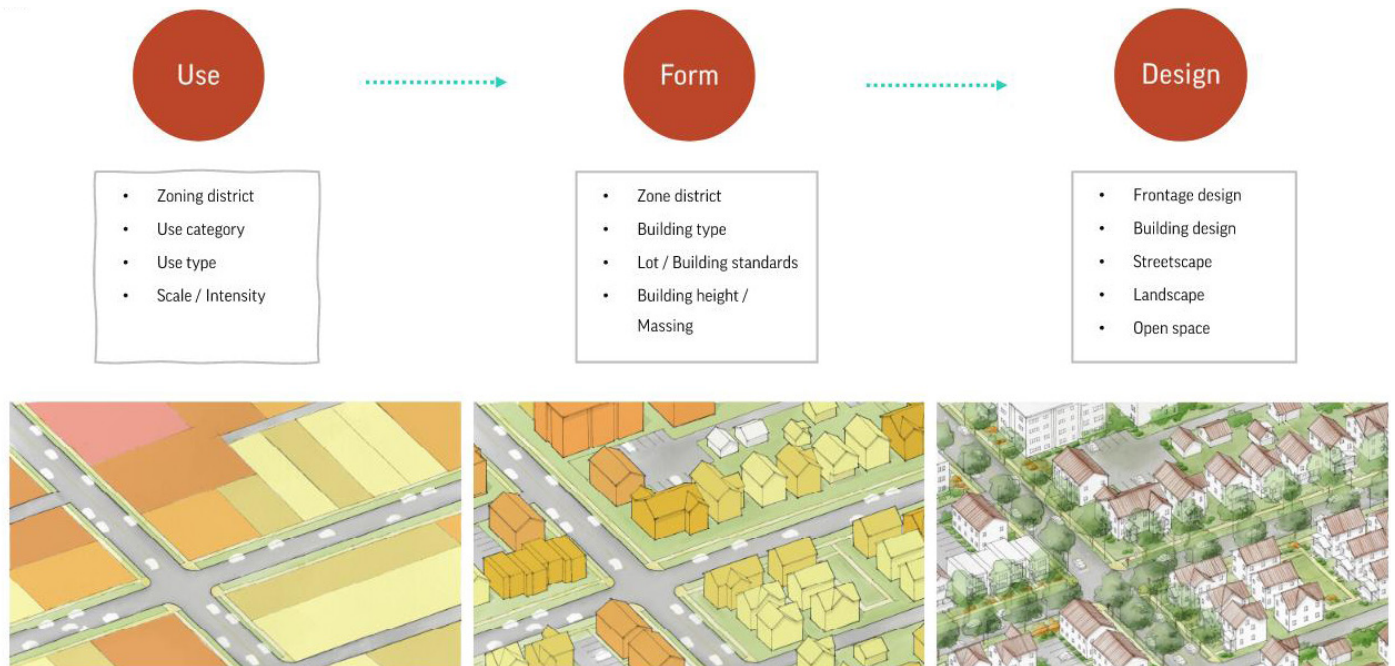
- An improved approach to planned zoning—one that improves the level of predevelopment planning and design, addresses the necessity for flexibility and innovative concepts, but guides the tool to better outcomes and community benefits.
- Efficient, effective, and streamlined review procedures so that all involved in development code applications know what is expected, when it is expected, how decisions will be made, and what the outcomes are.
- A comprehensive review of sustainability “best practices,” and all the ways the development code can leverage sustainability—whether it is requiring best practices as a minimum, incentivizing best practices as a preferred option, or simply removing other regulatory barriers that allow best practices to emerge over time.

We have presented a preliminary project outline in the upcoming Approach and Methodology section, and look forward to the opportunity to further discuss in more detail how our team can best meet the City of Pueblo's goals.

Scope of Services & Methodology



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However, public participation for code projects is fundamentally different than public participation on a typical planning project. The easiest way to bog down a code-writing process is to get citizens and stakeholders mired in debates about specific regulatory language, and the easiest way to make the adoption process contentious or unsuccessful is to inadvertently exclude interested stakeholders. Our engagement approach is based on a platform that educates not only the community on development, design, and impacts to the built environment, but educates the consultant team and stakeholders on the issues and opportunities present in the community. We propose that during the initial scope discussions an Education and Outreach Plan be prepared that refines the details of specific engagement activities coordinated with the project timeline. To illustrate our education and outreach experience with regulatory projects we have included some of the methods previously used successfully in past code projects. This can provide a starting point for the creation of the Education and Outreach Plan for the project.

Scope of Services

The following is a preliminary scope of services to execute the work outlined in the Request for Qualifications. The tasks and engagement labels correspond with the proposed project schedule in Section 2.5 of this proposal.

PHASE 1 – ASSESSMENT

Task 1.1 – Education and Outreach Plan. As identified in our methodology, engagement on codes is different than engagement on typical planning projects and no two code projects are alike. Therefore, we recommend the Education

and Outreach Plan as a first essential step to the success of this project. In association with refining a final scope of services and in association with staff, we propose to develop a plan for engagement that is unique to Pueblo and tailored to this project. The strategies, techniques, timing, types of engagement, and level of support materials may vary and be tailored to issues and opportunities that emerge through the process. However, Multisudio and Ayres collaborate frequently on engagement plans for code project that include a mix of on-line engagement and face-to-face listening or work sessions; a mix of planning and design education, concept exploration, and direction on issues and options; and visual, tangible, or field engagement. We anticipate the Education and Outreach plan will be structured around the following groups with the primary roles or engagement approach associated with them:

- **Project Management Team (PM)** – Staff project manager, consultant project manager(s), and any other key staff that need to be involved in the day-to-day work and decisions on project concepts and deliverables.
- **Technical Committee (TC)** – Other broader staff and experts, and professional in any department whose work is impacted significantly by the development code. This group is responsible for specific and technical input on details and how the code should work.
- **Steering Committee / Planning & Zoning Commission (SC/PZC)** – This group already identified in the Request for Qualifications is typically responsible for oversight broad and general direction on project, and assessing high level project goals throughout the project

- **Stakeholder & Focus Groups (S/FG)** – These groups address specific and unique constituencies that will be impacted by the code. This may include both “champions” for the plans and policies of the community, but as important is to engage constituencies that have unique concerns about topics that will be addressed in the code development.
- **City Council (CC)** – As the elected, legislative body that will make the formal and final decision on the code it is important to keep the City Council informed. Depending on the make-up and desires of the community, this may involve more detailed involvement in the process or committees, strategic or targeted engagement as needed at specific project benchmarks, or simply “executive” level updates at each phase of the project.
- **General Public (P)** – Generally on code projects the most important role for engaging the public is to keep them informed, educated, and establish transparency as for what is being explored and how it connects to established plans and policies. Depending on the issues, culture, or any current issues in the community, more in depth engagement that shapes direction of the project on specific topics can also be part of this plan—keep informed, no surprises; engage on any significant policy issues encountered in the process that are not fully addressed in the comprehensive plan.

Task 1.2 – Comprehensive Plan Analysis. An initial step in the process will be an analysis of the Comprehensive Plan. In coordination with the Project Management Team, we will land on a list of key goals and principles from the plan that are most affected by the development code. The development code is only one tool for implementing plans, and often not the most effective or most important one. It is also common that comprehensive plans address many things not effected by the development code, and this is particularly true for regional plans, such as the one the Pueblo recently adopted. So simply assuming that the connection between the plan and code is clearly expressed could miss opportunities important to this process. The Comprehensive Plan Assessment will filter out those topics that are directly related to the development code and dive a bit deeper on topics that are raised in the plan but need further refinement through this process.

Task 1.3 – Development Pattern Analysis. Another important assessment tool that Multistudio conducts with development codes is a Development Pattern Analysis. This is especially important for Pueblo due to (a) the clear and distinct patterns that exist in the community; (b) the desire to integrate

subdivision standards into the development code; and (c) important public realm design standards that are currently absent from the current codes and are not considered in detail or at a more refined in the Regional Comprehensive Plan. The Development Pattern Analysis will include the following and provide another set of parameters against which to assess the current code and opportunities for improvement.

- Unique block and lot patterns of different areas of the community considering the vast time periods of development throughout Pueblo.
- Assessment of streetscape design and street networks, particularly considering how they vary in different contexts and transition to support different land uses and development patterns on specific blocks.
- Consideration of different open spaces whether public, common, or private spaces, and how they impact the intensity and capacity of developed areas.
- Documentation of precedents for building types and building and lot frontages.

Task 1.4 – Code Assessment. The Code Assessment will compare the current regulations (zoning ordinance, subdivision standards, and historic preservation code) against the Comprehensive Plan and against the Development Patterns assessment of detailed patterns and typologies throughout the community. The Code Assessment typically evaluates the following:

- **Clarity.** Evaluating specific sections of the code for simplicity, internal consistency, and organization.
- **User-friendly.** Evaluating concepts in the code from the user’s experience – whether a developer preparing a proposal, a staff member drafting a staff report, a review body evaluating and making a decision, or a citizen or stakeholder interested in a particular issue, project, or proposal.
- **Effectiveness.** Specific plan goals or best practices - how well does the code reflect key elements from the comprehensive plan identified in the Plan Assessment, including what supports the plan, what is neutral or silent towards plan goals, or what potentially undermines the plan. Effectiveness will also include whether the code addresses or has an opportunity to better address “best practices” or emerging trends in the planning and design fields that are relevant to Pueblo considering its context and planning goals.



- **Streamlined Process.** How well does the code set expectations and promote outcomes. This typically comes from understanding the specific applicability of standards and applications, identifying clear and concise review criteria, and stating the effects of decisions on each application.
- **Consistency with Legal Prerequisites.** The code will also be reviewed for compliance with Colorado planning and zoning statutes, any topic-specific laws or any topic recent updates or decision state or federal laws; and compliance with other agency rules such as Certified Local Government requirements.

Task 1.5 – Priority Topics / Best Practices. In association with or as an outcome of discussions on the Code Assessment, priority topics will be identified. This typically includes two important tracks—a list of routine and technical topics regarding the day-to-day or internal workings of the code identified by the Project Management Team, Technical Committee, and other key staff; and larger planning, policy, or design topics where the community may want to “raise the bar” and that need further exploration throughout the process. Therefore “best practices” analysis or case studies of relevant places and project typically support these topics and become a key part of the engagement throughout the process. [This will typically be an evolving and ongoing task that builds through Phase 2, and coordinates with input and listening sessions by (1) Staff and the Technical Committee; (2) the Steering Committee / Planning & Zoning Commission Discussions; and (3) Stakeholders, Focus Groups, and General Public engagement.]

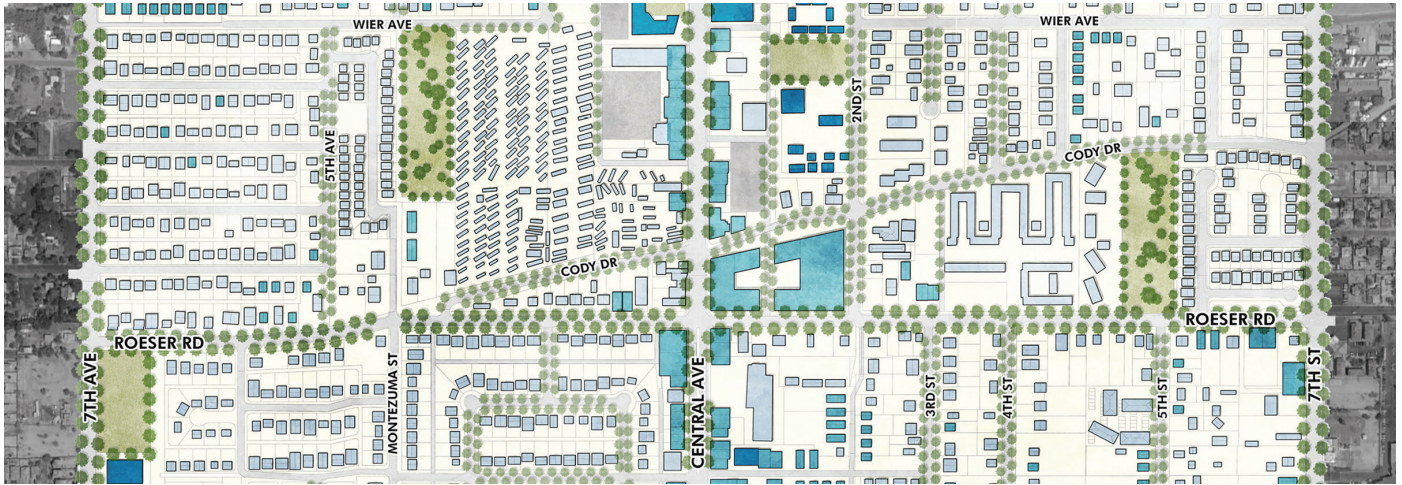
Anticipated Engagement:

- **Project Management Team (PM)** – bi-weekly meetings.

- **Technical Committee (TC)** – 2 Meetings; preliminary staff issues meeting (either as a committee or independent key person interviews) and review and discussion of the Code Assessment.
- **Steering Committee / Planning & Zoning Commission (SC/PZC)** – 2 to 3 meetings, bi-monthly and/or by task deliverables, including an initial Kick-off Meeting and an Issues / Priorities and/or Code Assessment review meeting.
- **City Council (CC)** – quarterly updates or as needed to address policy issues.
- **General Public (P)** – 1 meeting; initial Kick-off Meeting to introduce project, on-line engagement, and address any preliminary issues. (This meeting should be scheduled and coordinated based on a more detailed Education and Outreach Plan identified in our Approach and Methodology).

PHASE 2 – DRAFT

Task 2.1 – Framework. The development code Framework is a crucial first step in creating a streamlined and user-friendly development code. Based on the code assessment and preliminary issues and listing sessions with the Project Management Team, Technical Committee, and other key staff, and annotated and detailed summary of contents will be created for how to organize the new Unified Development Code, and how and where to incorporate existing provisions of the zoning ordinance, subdivision standards and historic preservation standards. At this point, other provisions of the municipal code, standards and specification of other departments, or other uniform codes will be identified and discussed for how they should correspond with the new Unified Development Code.



Task 2.2 – Section Maps. Section maps are an important tool to allow frequent users of the development code to gain an understanding of how the new Unified Development Code can come together, and begin to identify priority topics or areas where more focused and detailed review may be warranted from a wide variety of stakeholders. Essentially these “maps” can continue to be updated throughout the process and provide a window into how the code is being drafted and how it compares to existing standards. The Section Maps build on the Framework typically include the following:

- What’s working well and not changing;
- What’s being reorganized, simplified or streamlined with no substantive changes;
- What’s changing and why;
- What’s being added now, and where or how will that apply.

Task 2.3 – Preliminary and Interim Drafts. Drafting of development codes typically occurs in segments, some of which are routine and can advance quickly, and others that may need substantial consideration by stakeholders. Guided by the Framework, Section Maps, and Priority Topics / Best Practices analysis a strategy for which “track” to pace different drafts of the code will emerge. At this stage of the drafting, segments of the code can be reserved for targeted engagement, selective reviews, broader discussions by the Technical Committee, Stakeholders or Focus Groups, or other public officials, boards, or commissions.

Task 2.4 – Final Draft. The Final Draft is the consultant’s initial recommendation for what could potentially be advanced for formal review in the adoption process. This is the first time that the entire code can be considered in a coordinated manner. Therefore, there is still opportunity for revisions by key decision

makers. This draft also presents a good opportunity for public introduction, education, and discussion on recommendations so that there are no surprises in the adoption process. At this point, while it may not be possible to get consensus from all stakeholders on all aspects of the code, any potential pitfalls can be identified, and options can be explored prior to a formal recommendation for adoption. Other key tasks that occur in association with refinement of the final draft code include:

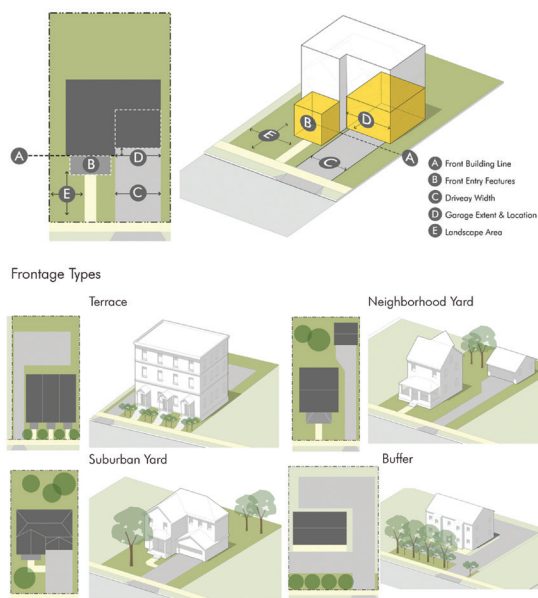
- Formatting and development of code graphics based on finalized language;
- Coordination with Municode, the overall City Code, and other city-held documents;
- Final edits by the Technical Committee, Steering Committee / Planning & Zoning Commission, and City Council.

Anticipated Engagement:

- **Project Management Team (PM)** – bi-weekly meetings.
- **Technical Committee (TC)** – 2 to 4 meetings, as needed based on preliminary / interim drafts and extent and nature of priority topics identified in Phase 1.
- **Steering Committee / Planning & Zoning Commission (SC/PZC)** – 4 to 6 meetings, bi-monthly and/or by task deliverables.
- **Stakeholders and Focus Groups (S/FG)** – 4 to 6 meetings, coordinated with topic-specific “best practice analysis and/ or topic specific preliminary or interim drafts.

[Note: the Stakeholder and Focus Group meetings could be coordinated with broader public engagement if necessary and dependent on the extent and nature of the priority topics identified in Phase 1.]

- **Boards and Commissions (B&C)** – 2 to 4 meetings, work sessions on topics or preliminary/interim drafts that affect their purview.
- **City Council (CC)** – quarterly updates or as needed on policy issues.
- **General Public (P)** – 1 meeting, plus continued online engagement; Open House to present final draft.



PHASE 3 – FINAL / ADOPTION

Task 3.1 – Work Sessions. It is best to introduce the final and potentially recommended development code to key decision makers in a work session setting. We typically recommend a joint work session with the Planning & Zoning Commission and City Council, but this depends on the culture of each community and nature of each of the review bodies. This is an opportunity to learn how the code is intended to work, what priority topics of the City are addressed in the code and how, and importantly what things are not addressed or what compromises were achieved in the process. Discussions on the code in a “non-pressure” and more informal setting allows for a shared understanding of the code to develop, and makes it clear that there are still opportunities to change things prior to an official recommendation and official adoption process.

Task 3.2 – Adoption Drafts. Based on discussion and direction from the work sessions, a final recommended adoption draft will be created.

Task 3.3 – Support Materials and Presentations. Often support materials for the adoption draft are needed. This is an opportunity to capture key themes of the new code, stories that have emerged in the process, or tools that help people understand how the code will work or how it improves beyond the current code.

Task 3.3 – Formal Public Hearings. Multistudio and Ayres typically support up to 3 public meetings in the formal adoption process. However, based on the specific needs and staff support for First or Second readings these tasks and meetings are negotiable and flexible throughout the project process.

Task 3.5 – Adopted Deliverable and Amendments. Following adoption, the final adopted code will be delivered, including any amendments that were executed through the formal adoption process.

Task 3.6 – Assessment of Forms, Applications, and Administrative Support Documents. Development codes are only as good as the tools that implement the code. We have found that most City's desire an efficient and effective administrative process as much or even more than they do an improved development code. These tools are particularly important as we shift to a more simple and design-based codes. These tools can range from educational materials that inform applicants or stakeholders on design-based approaches to forms and techniques that allow potential applicants to present their project in appropriate ways.

Anticipated Engagement

- **Project Management Team (PM)** – bi-weekly meetings.
- **Steering Committee / Planning & Zoning Commission (SC/PZC)** – 1 to 2 meetings; work session on final draft (recommend joint work sessions with City Council on final draft or adoption draft prior to formal adoption process).
- **City Council (CC)** – 1 to 2 meetings; work session on final draft (recommend joint work session with Steering Committee / Planning & Zoning Commission).
- **General Public and Planning & Zoning Commission (P) (PZC)** – 1 to 2 meetings; public hearing at Planning & Zoning Commission.
- **General Public and City Council (P) (CC)** – 1 to 2 meetings; public hearing(s) at City Council.

Project Management



MULTISTUDIO

PLANNING, URBAN DESIGN, REGULATIONS, ENGAGEMENT

CHRIS BREWSTER, JD

Project Manager, Land Use Code

GRAHAM SMITH, AICP

Principal-in-Charge/Urban Planner

ROBERT WHITMAN, ASLA, AICP, LEED AP

Landscape Architect/Urban Designer

YU JIA, LEED GA

Urban Designer

ALEXANDRA PURVIS-SMITH

Urban Designer

AYRES ASSOCIATES

PLANNING, ECONOMIC DEVELOPMENT, ENGINEERING, ENGAGEMENT

MATT ASHBY, AICP CUD

Principal Urban Planner

JOSH OLHAHA, AICP

Regulations & Zoning Planner

DALE MATHISON, PE

Civil Engineer/Utilities

TIMOTHY STROH, AIA

Historic Preservation Specialist

We offer team stability throughout the duration of your project.

Our team's current project commitments include several planning and urban design projects. We are in varying stages of the planning process with these projects, which typically require six months to one year to complete. If Multistudio were awarded the proposed project, it would be managed and staffed adequately by senior-level planning professionals and integrated into our workload to meet your time frame for project delivery. By utilizing staff projections and strategic marketing, we have succeeded in retaining our planning staff over a long period of time, thus offering our clients stability throughout the duration of their planning projects.

Our proposed team members are available to begin this project immediately following negotiation of a contract. Our team is committed to providing optimum service to ensure the most appropriate Unified Development Code is developed for Pueblo.

Schedule 2

Fee Schedule

Excerpt from Consultant's Proposal in response to the Request for Proposal dated October 12, 2023, Section 2.4

PHASE	UNIT OF MEASURE	UNIT COST
Phase 1: Assessment	Lump Sum	\$58,615.00
Phase 2: Draft	Lump Sum	\$86,092.00
Phase 3: Final	Lump Sum	\$70,406.00
		TOTAL
		\$215,113.00



HOURLY RATES

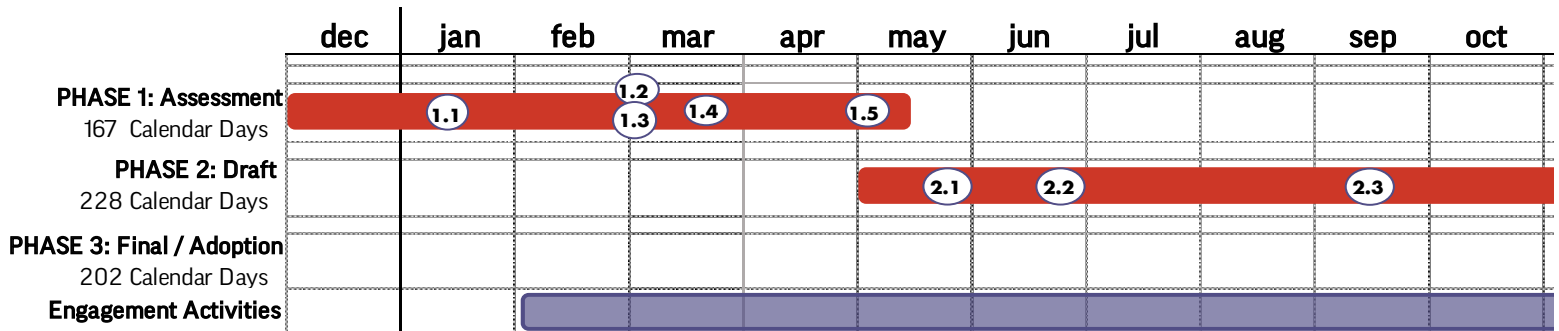
PERSONNEL: MULTISTUDIO	RATE/HOUR
Chris Brewster	\$150.00
Graham Smith	\$220.00
Robert Whitman	\$165.00
Alexandra Purvis-Smith	\$105.00
Yu Jia	\$105.00

PERSONNEL: AYRES & ASSOCIATES	RATE/HOUR
Matt Ashby	\$220.00
Josh Olhava	\$170.00
Dale Mathison	\$190.00
Timothy Stroh	\$175.00

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal in response to the Request for Proposal dated October 12, 2023, Section 2.5



Task 1.1 – Education & Outreach Team

Task 1.2 – Comprehensive Plan Analysis

Task 1.3 – Development Pattern Analysis

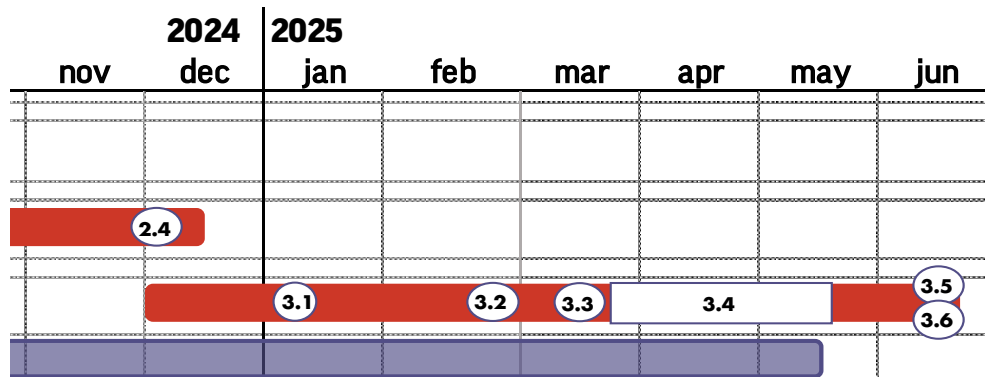
Task 1.4 – Code Assessment

Task 1.5 – Priority Topics / Best Practices

Task 2.1 – Framework

Task 2.2 – Section Maps

Task 2.3 – Preliminary & Interim Drafts



Task 2.4 – Final Draft

Task 3.1 – Work Sessions

Task 3.2 – Adoption Drafts

Task 3.3 – Support Materials & Preservations

Task 3.4 – Formal Public Hearings

Task 3.5 – Adoptable Deliverable & Amendments

Task 3.6 – Assessment of Forms, Applications & Administrative Support Documents

✱ *The tasks identified are anticipated tasks to complete the project as defined within our generalized project approach. These items are intended to convey the timeline and education and outreach opportunities anticipated. Each item would be further refined and a timeline created through a work plan.*

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal in response to the Request for Qualification dated August 22, 2023,
Section 2.5



multistudio

Founded in 1974 in Lawrence, KS, Multistudio (formerly Gould Evans) is a design firm dedicated to using our creative powers to move the world forward. Our firm culture is built on using the design process to solve problems and improve our clients' competitive edge. We reward thought leadership that aims high—from high-performance buildings to high-performance cities.

OUR GUIDING PRINCIPLES

We use a design-based methodology to simplify the building of cities, focusing on the systems, patterns, and types of development that create community. The **systems** of development including natural features, connectivity, locations, and economic markets that define the city at the citywide/regional scale. The **patterns** of development—civic and open space, land use, street networks, and market strategies—define a city at the neighborhood and district scale. The **types** of development—streetscapes and open spaces, buildings, streets, and capital improvements—define the city at the block and lot scale. We use this organization to specify the context and places needed to create authentic, great cities.

We Design Cities for People

Great and equitable cities encourage human interaction and bring diverse sets of people together.

We Focus on Well-Designed Public Spaces

The arrangement and design of streetscapes and public spaces is a community's primary opportunity to express their collective values and improve quality of life through public investment.

We Pursue Productive Development Patterns

Understanding the public cost of development choices helps a community use its limited resources to create productive, fiscally sustainable cities and avoid creating communities it cannot afford to maintain.

We Enable Cities to be Built in Increments

A community built by many hands encourages the human-scaled, diverse places that define great cities.

We Cultivate Ownership by People

Effective city building requires local ownership. This is only possible when shared values are identified and responsibility to the greater community is cultivated among stakeholders.

Office Locations: **Kansas City** (prime location for these services), Lawrence, New Orleans, Phoenix, San Francisco

Years in Business: 49

Services: Comprehensive Planning, Urban Design, Transit-Oriented Development, Zoning & Development Codes, Productivity Analysis, Landscape Design, Sustainability

2.5.A – Sub-Consultants



Ayres was founded atop a steadfast foundation of honesty, innovation, and good old-fashioned hard work—and a vision for a firm that revolved around strong, reliable partnerships. Decades (and thousands of rewarding partnerships) later, Ayres has grown to become a nationwide team of industry experts, representing some of the most inventive problem-solvers in the country. Clients notice their project managers' ability to translate and transform every detail into actionable, understandable, smoothly coordinated pieces of a successful project.

The Ayres team offers a diversity of services, but what they do best is bridge the specialty performances to create a symphony of innovation. Their tools and expertise include planning and development, civil and municipal engineering, transportation, geospatial, landscape architecture, environmental, structural design and inspection, river engineering and water resources, architecture, mechanical/electrical/plumbing engineering, and telecommunications and SUE.



PLANNING + DEVELOPMENT

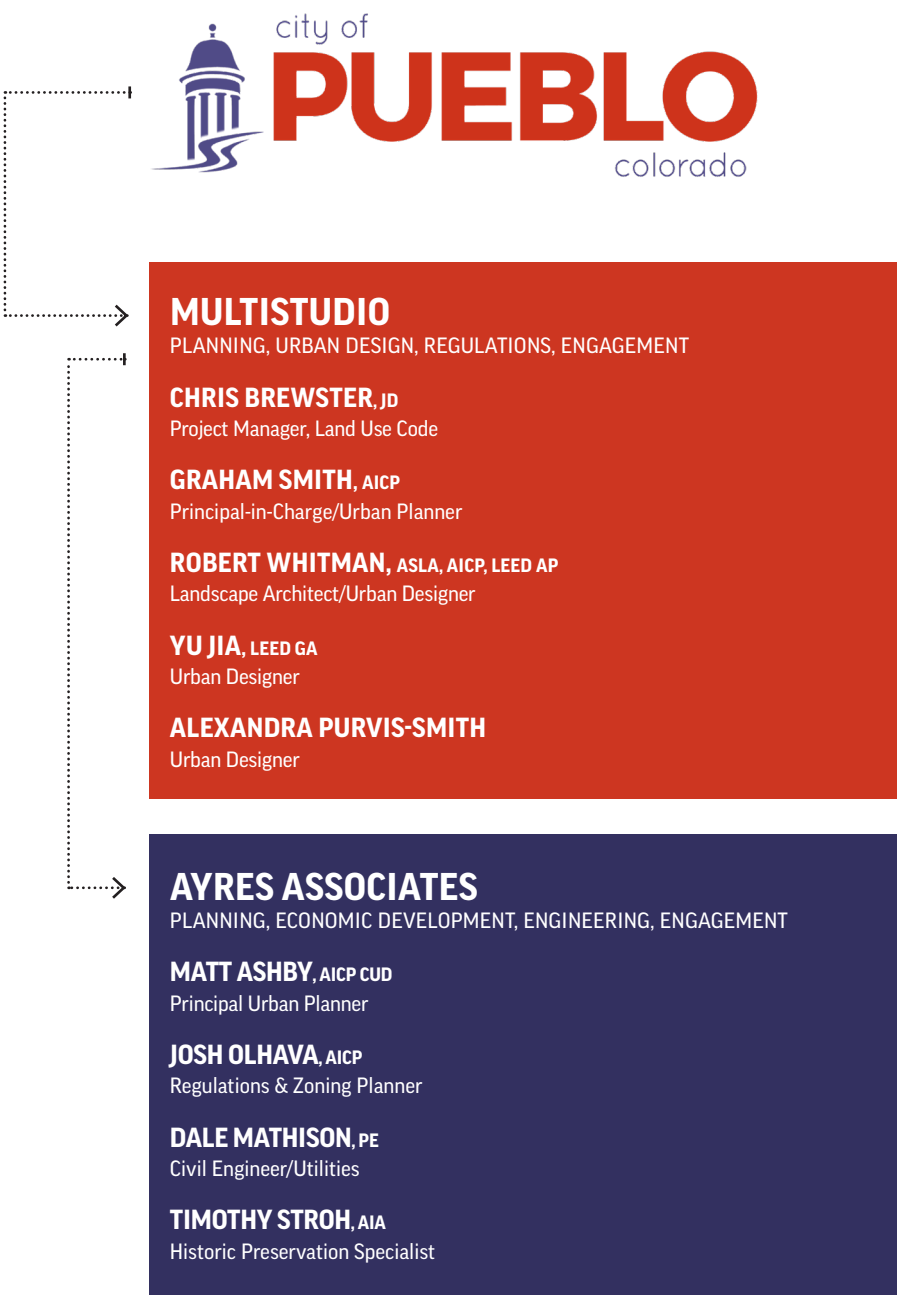
Ayres' Planning and Development Services division was founded by former public sector planners and professionals that identified a missing link between private sector practice and local public sector needs. Their team is comprised of professionals that work to build long-term relationships with our community partners. With their experiences rooted in public sector planning, their team of industry leaders strive to provide a creative and customized approach to a community's needs. From concept through construction, they're more than your project partner—they're the knowledgeable navigator to see you through the process.

Office Locations: Cheyenne (**prime location for these services**), Eau Claire, Green Bay, Madison, River Falls, Waukesha, St. Paul, Fort Collins, Los Angeles, Tampa, Titusville

Years in Business: 63

Planning Services Include: Zoning Codes/Amendments, Development Review Assistance Comprehensive Planning, Community Planning/Urban Design, Brownfield/Infill Redevelopment, Engagement and Meeting Facilitation, Downtown/Main Street Planning, Branding and Visioning, Economic and Housing Analysis, Grant Writing/ Administration, Process Improvement Facilitation

2.5.B – Key Individuals





Chris Brewster, JD

Project Manager, Land Use Code

Multistudio

Experience

City of Greeley, CO

Development Code Update [with Ayres]

City of Englewood, CO

CodeNext: Unified Development Code & Affordable Housing Assessment & Strategy [with Ayres]

Indianapolis Public Transportation Corporation – Indianapolis, IN

Transit-Oriented Development Regulatory Update

City of Fort Lupton, CO

Development Code Update [with Ayres]

Town of Estes Park, CO

Housing Code Updates [with Ayres]

City of Evans, CO

Land Use Code & Affordable Housing Assessment & Strategy [with Ayres]

City of North Kansas City, MO

Zoning Ordinance Update and Form-Based Code; Burlington Corridor Overlay Ordinance, Design Guidelines; On-Call Services (past 15 years)

City of Brighton, CO

Land Use & Development Code Update [with Ayres]

City of Parkville, MO

Zoning and Subdivision Update

City of Cheyenne, WY

Unified Development Code/Form-Based Code [with Ayres]

City of Leavenworth, KS

Zoning Ordinance Update

City of Magnolia Springs, AL

Zoning Ordinance and Design Guidelines

City of Mountain Brook, AL

Commercial Villages Master Plan and Zoning Ordinance

City of Fairhope, AL

Zoning Ordinances and Subdivision Regulations

City of Hastings, NE

Comprehensive Plan, Subdivision Regulations, and Zoning Ordinance

Chris specializes in integrating physical planning policies, urban design principles, and form-based development strategies into development regulations and capital improvement policies. As a planner and an attorney, Chris provides a creative approach to planning, development, and urban design issues that need legal and technical solutions. Since joining Multistudio in 2001, he has worked on all scales of planning and urban design issues, from regional and comprehensive plans focusing on policy, to neighborhood and street-scale plans that focus on design and implementation. Chris has managed several development regulation design guideline and implementation projects for municipal clients, many of which have been recognized for awards and excellence among planning peers. Before joining the firm, Chris served as the Assistant City Attorney for the City of Lee's Summit, Missouri, and previously worked for Johnson County, Kansas, Transit.

Education

Juris Doctorate,
University of Missouri-Kansas City

Bachelor of Science in Business
University of Delaware

Registrations/Licenses

Missouri Bar
American Institute of Certified Planners



Graham Smith, AICP

Principal-in-Charge/Urban Planner

Multistudio

– Primary Project Contact –

Experience

City of Greeley, CO

Development Code Update [with Ayres]

City of Englewood, CO

CodeNext: Unified Development Code & Affordable Housing Assessment & Strategy [with Ayres]

Indianapolis Public Transportation Corporation – Indianapolis, IN

Transit-Oriented Development Regulatory Update

City of Fort Lupton, CO

Development Code Update [with Ayres]

Town of Estes Park, CO

Housing Code Updates [with Ayres]

City of Evans, CO

Land Use Code & Affordable Housing Assessment & Strategy [with Ayres]

City of North Kansas City, MO

Zoning Ordinance Update and Form-Based Code; Burlington Corridor Overlay Ordinance, Design Guidelines; On-Call Services (past 15 years)

Wichita Area Metropolitan Planning Department – Wichita, KS

Places for People Walkable Development Plan

City of Cheyenne, WY

Unified Development Code/Form-Based Code [with Ayres]

City of Brighton, CO

Land Use & Development Code Update [with Ayres]

City of Fairhope, AL

Zoning Ordinances & Subdivision Regulations

City of Mountain Brook, AL

Commercial Villages Master Plan & Zoning Ordinance

City of Harrisonville, MO

Comprehensive Plan Update

City of Pleasant Hill, MO

Comprehensive Plan Update

City of Gardner, KS

Land Development Code

Graham, as the Director of the Multistudio Studio for City Design, focuses on providing policy and urban design guidance to communities and clients. Through the preparation of community, area, neighborhood, corridor, special project plans, design guidelines, and regulations, Graham provides clients he engages with visionary, implementable plans for the future. One constant among Graham's projects has been the innovative and involved stakeholder engagement. From defining the vision to carrying out implementation actions, the stakeholders in any process are the key to success.

Contact Information

816.701.5315

graham.smith@multi.studio

Education

Bachelor of Science in Geography;
Master of Regional and Community Planning,
Kansas State University

Registrations/Licenses

American Institute of Certified Planners

Involvement

Member of the American Planning Association



Robert Whitman, ASLA, AICP, LEED AP

Landscape Architect/Urban Designer

Multistudio

Experience

City of Greeley, CO

Development Code Update [with Ayres]

City of Englewood, CO

CodeNext: Unified Development Code & Affordable Housing Assessment & Strategy [with Ayres]

Indianapolis Public Transportation Corporation – Indianapolis, IN

Transit-Oriented Development Regulatory Update

City of Cuyahoga Falls, OH

Zoning Ordinance

City of Green Bay, WI

Downtown Design Plan

City of Cheyenne, WY

Citywide Park Standards

City of Waukee, IA

Comprehensive Plan

City of Gardner, KS

Land Development Code

City of Blue Springs, MO

Unified Development Code & Comprehensive Plan

City of Harrisonville, MO

Comprehensive Plan Update

City of Pleasant Hill, MO

Comprehensive Plan Update

City of Bella Vista, AR

Comprehensive Plan Update

City of Kansas City, MO

Midtown/Plaza Area Plan; Kansas City Sculpture Garden at the Nelson-Atkins Museum of Art; Broadway Streetscape; Nelson-Atkins Museum of Art Bloch Building Site Development; Liberty Memorial Improvements, Penn Valley Park; Riverfront Heritage Trail; Independence Boulevard Streetscape Improvements

City of Overland Park, KS

Overland Park Arboretum & Botanical Gardens Master Plan; Welcoming Garden, Iris Garden and Train Garden; Campus Master Planning (Including Trails and Arboretum); Courtyard; and Japanese Garden Concept Design, Johnson County Community College

Robert has considerable experience in site development, landscape architecture, urban design, and community planning projects. For the last 25 years, he has worked with several public clients to plan and design community spaces, such as playgrounds, arboretums, gardens, parks, trails, and open space. Robert is an expert on regional plant materials, having developed a catalog of plant material, growing criteria, and other pertinent information.

Education

Bachelor of Landscape Architecture

Kansas State University

Registrations/Licenses

American Institute of Certified Planners

Licensed Landscape Architect

LEED Accredited Professional

Involvement

Member of the American Planning Association

Member of the American Society of Landscape Architects



Yu Jia, LEED GA

Urban Designer

Multistudio

Experience

City of Greeley, CO

Development Code Update [with Ayres]

City of Englewood, CO

CodeNext: Unified Development Code & Affordable Housing Assessment & Strategy [with Ayres]

Indianapolis Public Transportation Corporation – Indianapolis, IN

Transit-Oriented Development Regulatory Update

City of North Kansas City, MO

Zoning Ordinance Update and Form-Based Code

City of Brighton, CO

Land Use & Development Code Update [with Ayres]

Wichita Area Metropolitan Planning Department – Wichita, KS

Places for People Walkable Development Plan

City of Bella Vista, AR

Comprehensive Plan

City of Lansing, KS

Development Code Update

City of Joplin, MO

Development Code Update

City of Kansas City, MO

Westport District Master Plan

City of Manhattan, KS

K-113 Corridor Plan

City of Tonganoxie, KS

On-Call City Planning

Yu is an urban designer with a unique background in environmental and urban planning, engineering, and landscape architecture. This multidisciplinary experience gives her a dynamic understanding of the complexities of cities and the care with which they must be planned and designed. Yu has a keen eye for how places are created through the assembly of public investments and private development. This knowledge allows her to create simple, yet effective, graphics to demonstrate planning principles at all scales of a city or study.

Education

Master of Urban Planning,
University of Virginia

Bachelor of Engineering in Landscape Architecture,
Hunan University

Registrations/Licenses

LEED Green Associate



Alexandra Purvis-Smith

Urban Designer

Multistudio

Experience

City of Springfield, MO

Land Use Code Update (ongoing)

City of Overland Park, KS

Urban Forest Master Plan (ongoing)

City of Kansas City, MO

KCMO Prospect Max (ongoing)

KC Water

Westport Stormwater Design-Build (ongoing)

City of Prairie Village, KS

On-Call Planning Services (ongoing)

Alexandra is an urban designer and planner who is passionate about bringing design and planning together to foster healthier and more resilient communities. She recently completed a Master of City and Regional Planning at Rutgers, where her work focused on urban design through the lens of public health. Alexandra's background in environmental science allows her to bring an understanding of environmental justice to her work, and she strives to bring further equity and sustainability through professional work and community involvement.

Education

Master of City and Regional Planning, Urban Design Concentration
Rutgers University

Bachelor of Arts in Environmental Studies
University of Kansas



Matt Ashby, AICP CUD

Principal Urban Planner

Ayres Associates

Experience

City of Greeley, CO

Development Code Update [with Multistudio]

City of Englewood, CO

CodeNext: Unified Development Code & Affordable Housing Assessment & Strategy [with Multistudio]

City of Brighton, CO

Land Use & Development Code Update [with Multistudio]

City of Evans, CO

Community Master Plan Update [with Multistudio]

City of Evans, CO

Land Use Code & Affordable Housing Assessment & Strategy [with Multistudio]

Town of Estes Park, CO

Housing Code Updates [with Multistudio]

City of Gering, NE

Comprehensive Plan & Development Code [with Multistudio]

City of Windsor, CO

DDA General Services

City of Craig, CO

Site Inventory & Community Outreach

Sheridan, WY

Community Involvement

Town of Estes Park, CO

Community Development 2020

Town of Timnath, CO

Grant Writing

Various Municipalities, CO

Colorado Main Street Pickaxe Branding Toolkit

Matt brings a wealth of public experience to the communities he works with, leveraging urban planning expertise into tangible, value-added deliverables for clients. After eight years serving as Planning Services Director for Cheyenne, Wyoming, Matt brings a unique perspective to the Ayres multidisciplinary team. His enthusiasm for vibrant community development sharpens the focus of Ayres' work on brownfield redevelopment, transportation planning, urban park and recreation planning, and landscape architecture.

Matt's eye for innovation has been recognized by his peers, with project accolades including the American Planning Association's Daniel Burnham Award. Matt has demonstrated success in leveraging grant funding to build vision and motivate investment, as evidenced in the West Edge brownfields revitalization project in Cheyenne. His downtown revitalization expertise is evident in the projects he has helped guide as the Executive Director of the Windsor Downtown Development Authority. Leading strategic plans for numerous Urban Renewal Authorities and Main Street organizations, Matt understands the nuances required to convert great ideas into groundbreaking projects.

Education

Master of Science in Urban Design and
Master of Science in Urban and Regional Planning
University of Colorado

Bachelor of Science in Environmental Design,
University of Colorado

Registrations/Licenses

American Institute of Certified Planners
Certified Urban Designer



Dale Mathison, PE

Civic Engineer/Utilities

Ayres Associates

Experience

City of Bennett, CO

Drainage Master Plan

City of Commerce City, CO

Irondale Exploration & Assessment

City of Loveland, CO

Stormwater Improvements Design Services

City of Grand Junction, CO

Hogchute Dam Improvements 2022 Construction

City of Lakewood, CO

Prestige Porsche Denver West Underdrain Design

Town of Jamestown, CO

Drainage & Stormwater Management Master Plan

Town of Timnath, CO

Master Drainage Plan Update

Town of Naturita, CO

Sanitary Sewer Design

Mesa County, CO

Detention Pond/Park Design; Drainage Analysis; Public Outreach

Involvement

American Society of Civil Engineers

North American Society for Trenchless Technology

American Public Works Association

Dale joined Ayres in 2015, bringing 16 years of experience in project management, municipal utilities, pipeline design, and hydraulic analysis. He brings public and private sector design and construction perspectives, having worked for Ayres before a lengthy stint with the Department of Utilities in Sacramento, California. Dale values integrity and clear communication within team efforts that ultimately produce projects that endure and serve the public well. At Ayres, Dale works with a team of local, experienced engineers who understand the development process of many of the municipalities here in Northern Colorado.

Dale has managed water, sewer, and stormwater capital improvement projects from planning and design through construction. He has provided technical review of development projects, coordinating with various departments to achieve compliance with standards. Dale also brings experience with river hydraulics analysis and land and bathymetric GPS surveying. Dale has worked with folks from multiple city departments, including planners, landscape architects, transportation engineers, and others to provide technical review of development projects. Often, this involved keeping in step with changing development standards and land use and zoning maps for the city.

Education

Bachelor of Science in Civil Engineering,
Colorado State University

Registrations/Licenses

Registered Professional Engineer



Timothy Stroh, AIA

Historic Preservation Specialist

Ayres Associates

Experience

St. Mary's Catholic Church – Pueblo, CO

Historic Structure Assessment, Colorado Theater Building; Drainage Improvements, ADA Accessibility Upgrades

Cripple Creek District Museum – Cripple Creek, CO

Historic Structure Assessment, Trading and Transfer Building; Historic Structure Assessment, Midland Terminal Depot

Colorado Springs DDA Grant Projects – Colorado Springs, CO

Historic Structure Assessment, DeGraff Building; Façade Rehabilitation, 113-117 E. Bijou

CASA of the Pikes Peak Region – Colorado Springs, CO

Historic Structure Assessment; Roof Rehabilitation and Drainage Improvements

1129 Green Street – Silverton, CO

Mixed-Use, Adaptive Reuse, Commercial/Housing, Rehabilitation; Historic Tax Credit Consulting

City of Canon City, CO

Interior and Exterior Restoration, Carnegie Library

City of La Junta, CO

Feasibility Study, Plaza Block Building; WPA Masonry Wall Restoration, La Junta City Park

City of Manitou Springs, CO

Report of Acceptability Investigation for Historic Preservation; Commission Historic Structure Assessment, Wheeler Bank Building

City of Victor, CO

Section 106 Mitigation Report, Victor Sidewalk Vaults; Interior Restoration and Acoustic Study, VICCI Center; Tower Restoration, Victor City Hall

Town of Fowler, CO

Restoration and Rehabilitation, Park School; Theater Community Outreach, Facilitation, and Rehabilitation; Historic Structure Assessment, Valley Theater

Historic Depot Library – Town of Lyons, CO

Interior and Exterior Restoration, Depot Building; Structural Stabilization Post-Flood Rehabilitation Plan

Town of Monte Vista, CO

Historic Structure Assessment – Publishing Building; Historic Structure Assessment Historic – Gulzow Tire Shop

For over two decades Timothy has been providing design services, education and training to communities, elected officials, private business and property owners engaged in the adaptive reuse, preservation and new construction across the State of Colorado. His direct application of the Secretary of the Interior's Standards, architectural theory, preservation, revitalization and rehabilitation best practices, the implementation of professional standards and the facilitation of community engagement has resulted in consistently successful projects. Providing highly accessible support to his clients with a specific focus on community revitalization, sustainability and the preservation of our unique places is always a primary goal.

Education

**Bachelor of Environmental Design;
Master of Architecture,
Montana State University-Bozeman**

Registrations/Licenses

Licensed Architect

Schedule 5

Special Funding Requirements

Excerpt from Request for Qualification 23-081 dated July 25, 2023, Section 9

9.1. Special Funding Contract Requirements

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

This bid attachment shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team.

A. Definitions

1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.
2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.
3. Contract:: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

B. Notice

1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.
2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689).
It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see section below).
3. As indicated in each Section, some clauses determined nonapplicable for this project may be removed.

9.2. Remedies

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

- A. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- B. The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.
- C. City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

9.3. Termination for Cause and Convenience

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

- A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.
- B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.
- C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

9.4. Equal Employment Opportunity

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

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

9.5. Rights to Inventions Made Under a Contract/Agreement

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

If the Contractor qualifies as a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the federal funding contract, the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

9.6. Clean Air Act and The Federal Water Pollution Control Act

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

A. Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

B. Federal Water Pollution Control Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

9.7. Debarment and Suspension

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

- A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- B. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.8. Byrd Anti-lobbying Amendment

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

Contractors must sign and submit to the City the Byrd Anti-lobbying Amendment Certification. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9.9. Procurement of Recovered Materials

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

- A. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - 2. Meeting contract performance requirements.
 - 3. At a reasonable price.

- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

9.10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

The Contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

9.11. Domestic Preferences for Procurement

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

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

9.12. Access to Records

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

- A. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

9.13. Changes

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

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

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

9.14. Department of Homeland Security Seal, Logo, and Flags

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

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

9.15. Compliance with Federal Law, Regulations, and Executive Orders

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

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

9.16. No Obligation by Federal Government

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

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

9.17. Fraud and False or Fraudulent or Related Acts

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

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

Additional Information for Agreement

Bidder's Statement of Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan *Note: Requested from vendor 11/9/2023*

PERA Questionnaire *Note: Requested from vendor 11/9/2023*

Insurance Certificate(s) *Note: Requested from vendor 11/9/2023*

Federal Funding Requirements



Multistudio complies with all applicable Federal, State, and local standards, orders, and regulations.



MULTISTUDIO INC

REVIEWED

By Jana Hart at 3:16 pm, Oct 12, 2023

Unique Entity ID XHTTB EY8N427	CAGE / NCAGE 9P1U4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 29, 2024	
Physical Address 4200 Pennsylvania AVE Kansas City, Missouri 64111-6922 United States	Mailing Address 4200 Pennsylvania AVE Kansas City, Missouri 64111-6922 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Missouri 05	State / Country of Incorporation Kansas / United States	URL https://www.multi.studio/

Registration Dates

Activation Date Sep 13, 2023	Submission Date Aug 30, 2023	Initial Registration Date Aug 18, 2023
--	--	--

Entity Dates

Entity Start Date Dec 30, 1985	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

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

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 9P1U4

Points of Contact

Electronic Business

 Carrie Mabee	4200 Pennsylvania AVE Kansas City, Missouri 64111 United States
---	---

Government Business

 Julie Charvat	4200 Pennsylvania AVE Kansas City, Missouri 64111 United States
--	---

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541310	Architectural Services
	541320	Landscape Architectural Services
	541410	Interior Design Services
	541430	Graphic Design Services
	541490	Other Specialized Design Services

Product and Service Codes

PSC	PSC Name
C211	Architect And Engineering- General: Landscaping, Interior Layout, And Designing

Disaster Response

This entity does not appear in the disaster response registry.



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

Business Home
Business Information
Business Search

FAQs, Glossary and Information

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Summary

Details			
Name	Multistudio, Inc.		
Status	Good Standing	Formation date	08/25/2017
ID number	20171646701	Form	Foreign Corporation
Periodic report month	August	Jurisdiction	Kansas
Principal office street address	4200 Pennsylvania Avenue, Kansas City, MO 64111, United States		
Principal office mailing address	4200 Pennsylvania Avenue, Kansas City, MO 64111, United States		

Registered Agent	
Name	C T Corporation System
Street address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, United States
Mailing address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, United States

- [Filing history and documents](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Multistudio, Inc.

is an entity formed or registered under the law of Kansas , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20171646701 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 11/07/2023 that have been posted, and by documents delivered to this office
electronically through 11/09/2023 @ 15:28:46 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 11/09/2023 @ 15:28:46 in accordance with applicable law.
This certificate is assigned Confirmation Number 15476232 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

Add Affirmative Action, PERA, and Insurance



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DIANNE DANTI AND NICHOLAS SHEPPARD TO COMPLETE A TWO-YEAR TERM EXPIRING DECEMBER 31, 2024 ON THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS

SUMMARY:

This Resolution confirms the appointment by the Mayor of Dianne Danti and Nicholas Sheppard to complete a two-year term expiring December 31, 2024 on the Community Commission on Housing and Homelessness (CCHH).

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the resignations of Kathy Cline and Tracey Sample, there are two spots available on the CCHH.

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. 15435

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DIANNE DANTI AND NICHOLAS SHEPPARD TO COMPLETE A TWO-YEAR TERM EXPIRING DECEMBER 31, 2024 ON THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Dianne Danti and Nicholas Sheppard to the Community Commission on Housing and Homelessness; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Dianne Danti and Nicholas Sheppard to the Community Commission on Housing and Homelessness to complete a two-year term expiring December 31, 2024 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: November 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Pueblo Urban Renewal Authority

SUBJECT: A RESOLUTION AUTHORIZING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT A STUDY TO DETERMINE WHETHER THE PROPOSED BLUFFS AREA IS A SLUM, BLIGHTED AREA, OR A COMBINATION THEREOF, AND TO NOTIFY OWNERS OF PROPERTY IN THE AREA SUBJECT OF SUCH STUDY.

SUMMARY:

This resolution authorizes the Pueblo Urban Renewal Authority (PURA) to conduct a study to identify blighting factors within the proposed Bluffs Area in conjunction with the Bluffs Phase 1 development project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

The Bluffs area encompasses five (5) parcels and approximately 3.3 acres, including Right-of-Way (ROW). The area is characterized by vacant land clustered atop a steep bluff within City limits, overlooking the Arkansas River. Public surface infrastructure, from streets and alleyways to the trails leading down to the River, is in disrepair. The survey area is also within "Superfund Proximity", according to the EPA's Environmental Justice Indexes website. A Conditions Survey will evaluate this area for statutorily defined "blighted area factors" (blighting factors). Colorado's Urban Renewal Law defines these factors under C.R.S. 31-25-103 (2) and in general, mean conditions that impair or arrest the sound growth of a municipality. The Conditions Survey will locate, identify, and describe each statutorily defined blighting factor found within the proposed plan area and help the City determine whether an Urban Renewal Area and Project would assist the City in alleviating blight and spurring redevelopment.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The PURA Board of Commissioners recommend approval of this resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The attached Resolution is the first necessary step to enlist the assistance of PURA in utilizing tax increment financing to revitalize the area. A “no action” alternative would prevent PURA's involvement and require a vote of the people for any tax increment financing.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT A STUDY TO DETERMINE WHETHER THE PROPOSED BLUFFS AREA IS A SLUM, BLIGHTED AREA, OR A COMBINATION THEREOF, AND TO NOTIFY OWNERS OF PROPERTY IN THE AREA SUBJECT OF SUCH STUDY.

WHEREAS, the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 (the "Act") provides for urban renewal of blighted areas; and

WHEREAS, the Pueblo Urban Renewal Authority wishes to conduct a Conditions Survey to assess blighting factors, and make recommendations, if appropriate, for the purposes of considering a redevelopment plan(s) to remove blighting conditions; and

WHEREAS, the City Council of Pueblo ("Council") hereby authorized and directs the Pueblo Urban Renewal Authority to study an area of the City of Pueblo ("City") to assess if blighting factors exist in the area and, if appropriate, recommend that the City Council consider one or more redevelopment plans to remove any such conditions of blight; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Pueblo Urban Renewal Authority ("Authority") is authorized to complete a study to determine if the proposed Bluffs areas are slum, blighted, or a combination thereof. Any actions taken by the Authority with respect to studying the proposed Bluffs area, prior to the date of passage of this resolution, are hereby ratified.

SECTION 2.

Within thirty (30) days of the authorization of the study described in Section 1, the Authority shall notify the owners of property in the area of such study pursuant to § 31-25-107 (1) (b) C.R.S.

SECTION 3.

Within thirty (30) days of authorizing the study described in Section 1, the Authority shall notify each public body that levies ad valorem property tax in the study area.

SECTION 4.

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

SECTION 5.

This resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 27, 2023

BY: None
MEMBER OF CITY COUNCIL

APPROVED:
PRESIDENT OF CITY COUNCIL

ATTESTED BY:
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Pueblo Urban Renewal Authority

SUBJECT: A RESOLUTION AUTHORIZING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT A STUDY TO DETERMINE WHETHER THE PROPOSED NORTH ELIZABETH AREA IS A SLUM, BLIGHTED AREA, OR A COMBINATION THEREOF, AND TO NOTIFY OWNERS OF PROPERTY IN THE AREA SUBJECT OF SUCH STUDY.

SUMMARY:

This resolution authorizes the Pueblo Urban Renewal Authority (PURA) to conduct a study to identify blighting factors within the proposed North Elizabeth Area in conjunction with the North Elizabeth Hotel development project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

The North Elizabeth area encompasses one (1) parcel and approximately 2.1 acres. The area is characterized by deteriorating structures, vacancy, underutilization, and possible environmental contamination. The site's historic uses included mobile homes, a gas station, and a laundry mat. Currently, the site is vacant. A Conditions Survey will evaluate this area for statutorily defined "blighted area factors" (blighting factors). Colorado's Urban Renewal Law defines these factors under C.R.S. 31-25-103 (2) and in general, mean conditions that impair or arrest the sound growth of a municipality. The Conditions Survey will locate, identify, and describe each statutorily defined blighting factor found within the proposed plan area and help the City determine whether an Urban Renewal Area and Project would assist the City in alleviating blight and spurring redevelopment.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The PURA Board of Commissioners recommend approval of this resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The attached Resolution is the first necessary step to enlist the assistance of PURA in utilizing tax increment financing to revitalize the area. A “no action” alternative would prevent PURA's involvement and require a vote of the people for any tax increment financing.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT A STUDY TO DETERMINE WHETHER THE PROPOSED NORTH ELIZABETH AREA IS A SLUM, BLIGHTED AREA, OR A COMBINATION THEREOF, AND TO NOTIFY OWNERS OF PROPERTY IN THE AREA SUBJECT OF SUCH STUDY.

WHEREAS, the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 (the "Act") provides for urban renewal of blighted areas; and

WHEREAS, the Pueblo Urban Renewal Authority wishes to conduct a Conditions Survey to assess blighting factors, and make recommendations, if appropriate, for the purposes of considering a redevelopment plan(s) to remove blighting conditions; and

WHEREAS, the City Council of Pueblo ("Council") hereby authorized and directs the Pueblo Urban Renewal Authority to study an area of the City of Pueblo ("City") to assess if blighting factors exist in the area and, if appropriate, recommend that the City Council consider one or more redevelopment plans to remove any such conditions of blight; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Pueblo Urban Renewal Authority ("Authority") is authorized to complete a study to determine if the proposed North Elizabeth areas are slum, blighted, or a combination thereof. Any actions taken by the Authority with respect to studying the proposed North Elizabeth area, prior to the date of passage of this resolution, are hereby ratified.

SECTION 2.

Within thirty (30) days of the authorization of the study described in Section 1, the Authority shall notify the owners of property in the area of such study pursuant to § 31-25-107 (1) (b) C.R.S

SECTION 3.

Within thirty (30) days of authorizing the study described in Section 1, the Authority shall notify each public body that levies ad valorem property tax in the study area.

SECTION 4.

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

SECTION 5.

This resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 27, 2023

BY: None
MEMBER OF CITY COUNCIL

APPROVED:
PRESIDENT OF CITY COUNCIL

ATTESTED BY:
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$183,710 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ARCADIS U.S. INC., FOR CONSULTING, HYDROLOGIC EVALUATION AND GEOTECHNICAL ANALYSES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and Arcadis U.S. Inc. for professional services associated with hydrogeologic and geotechnical study of the groundwater at the water reclamation facility.

PREVIOUS COUNCIL ACTION:

Not Applicable

BACKGROUND:

This study will provide information on how the groundwater interacts with the Arkansas River and stability of the three secondary clarifiers if the groundwater is pumped from beneath the clarifiers. This study will provide information to the Colorado Department of Public Health and the Environment on the conductivity between the groundwater under the clarifiers and the Arkansas River. This evaluation will also inform on the stability of the existing clarifiers and the geotechnical information needed for new clarifiers to be built.

FINANCIAL IMPLICATIONS:

Funding for the professional services related to the study is available from the Sewer User Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative will leave the Water Reclamation Facility at risk of not being able to complete the clarifier design and other requirements.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 11-27-23 Arcadis 23a-055 Arcadis Agmt Clarifier Stability and Groundwater Release Evaluation (Approved)
2. 11-27-23 Arcadis Hydrogeologic Study (003) CA edits
3. 11-27-23 Arcadis_Pueblo-2023-Clarifier Eval Proposal_2023-10-03

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$183,710 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ARCADIS U.S. INC., FOR CONSULTING, HYDROLOGIC EVALUATION AND GEOTECHNICAL ANALYSES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

An agreement by and between the City of Pueblo, a Colorado Municipal Corporation, and Arcadis U.S. Inc., a copy of which is attached hereto and made part hereof by reference ("Agreement"), after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Work Performed under the Agreement may include, but not limited to, the following items:

1. Hydrogeologic Technical Evaluation:
2. Clarifier Stability and new clarifiers geotechnical Evaluation:
3. Arkansas River Hyporheic Zone Evaluation
4. Meeting with Pueblo and Project Management

SECTION 3.

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

SECTION 4.

Funds for work performed under this agreement shall be paid from implement funds budgeted in the City's 2023 Budget from the Sewer User Fund.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



**AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
ARCADIS U.S., INC.**

23a-055

CLARIFIER STABILITY AND GROUNDWATER RELEASE
EVALUATION

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND ARCADIS U.S., INC.

1. GENERAL

THIS AGREEMENT ("Agreement") made and entered this ____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Arcadis U.S., Inc., a registered Delaware Corporation (hereinafter referred to as "Consultant") for Consultant to render certain services for City in connection with Project 23a-055 Clarifier Stability and Groundwater Release Evaluation, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

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

2. CONSULTANT'S RESPONSIBILITIES

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

- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data, and previous reports accessible to City which Consultant may reasonably require.
- B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum agreement price.

- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$183,710.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

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

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.
- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Access to Property Not Under City's Control

Consultant acknowledges that the Project may require access to property not under the control of City at the time of execution of this Agreement. Consultant and Consultant's employees and consultants shall, at Consultant's expense, obtain all additional necessary approvals and clearances required for access to such property. City shall assist Consultant in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property.

Consultant understands and agrees that entry to properties not under City's control may require Consultant to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

7.5. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu

of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Ave., Pueblo, CO, 81001; or to the Consultant, Arcadis U.S., Inc., Attn: Craig Devine, Senior Vice President, 630 Plaza Drive, Suite 200, Highlands Ranch, CO, 80129. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.6. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.7. Subcontracts

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

7.8. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it

without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.9. Amendments

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

7.10. Choice of Law and Venue

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

7.11. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.12. Appropriations

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

8. DISPUTES

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

9. INSURANCE

9.1. Conditions

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

9.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.
- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than \$1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City

10. ACCESSIBILITY

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

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 8 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Work Schedule" consisting of 1 page.

14. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

ARCADIS U.S., INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Craig E. Divine, Senior Vice President

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Robert Jagger, City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Consultant Proposal (Letter) dated October 3, 2023, Pages 1 – 7

Andra Ahrens
Wastewater Director
Pueblo Water Reclamation Facility
1300 South Queens Avenue
Pueblo, CO 81001
719-553-2896
aahrens@pueblo.us

Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch
Colorado 80129
Tel 720 344 3500
Fax 720 344 3535
www.arcadis.com

Environment

Subject:

Cost Estimate for Clarifier Stability and Groundwater Release Evaluation,
City of Pueblo Water Reclamation Facility

Date:

October 3, 2023

Contact:

Mike Hay, PhD

Phone:

720-409-0684

Email:

michael.hay@arcadis.com

Our ref:

30055926

Dear Ms. Ahrens:

Arcadis U.S., Inc. (Arcadis) is pleased to provide the City of Pueblo this cost estimate to support the City with an evaluation of clarifier stability and groundwater release options associated with routine maintenance of secondary clarifiers located at the Wastewater Reclamation Facility (WRF). Arcadis has been supporting the City in numerous evaluations related to groundwater issues, including characterization of groundwater chemistry and hydrogeology; support in groundwater well placement, design, and data evaluation; evaluation of WRF influent/effluent chemistry over time as a function of seasonal and weather factors; and ongoing regulatory support, including development of alternate effluent limit options for the City's current Discharger Specific Variance (DSV) to the water quality standard for selenium and sulfate on the Arkansas River adopted by the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Commission (WQCC).

As discussed with the City, the clarifier stability and groundwater release option analysis scope of work is to include the following three tasks:

- **Task 1:** Hydrogeological technical evaluations to support legal arguments against the requirement of a discharge permit for groundwater release to the Arkansas River

- **Task 2:** Geotechnical evaluation of ground stability and clarifier integrity following groundwater pumping and drawdown and/or to support the design of new secondary clarifiers
- **Task 3:** Arkansas River preliminary hyporheic zone evaluation for determination of groundwater selenium and manganese attenuation

In addition to the three technical tasks provided above, coordination (including check-in meetings between Arcadis and the City and project management) will be included as Task 4. The proposed scope of the three technical tasks is provided below and are costed separately to allow the City to move forward with some or all of the proposed tasks.

Task 1: Hydrogeologic Technical Evaluation

A successful legal argument against requiring a discharge permit for release of pumped groundwater to the Arkansas River likely relies on a conceptual model for groundwater flow and discharge to surface water. Therefore, this task will include a quantitative hydrogeological evaluation to support the conceptual model. This quantitative hydrogeological evaluation will primarily include the development of a numerical groundwater flow model, which can be used to calculate groundwater flow rates, groundwater drawdown and extraction rates under various pumping scenarios, and discharge of groundwater to the Arkansas River under ambient and pumping conditions.

The groundwater flow model will be developed using the widely used MODFLOW groundwater flow simulator. MODFLOW is well suited to simulate groundwater flow in the alluvial aquifer beneath the Site and surrounding areas. Based on Arcadis' preliminary review of the CSM, model boundaries will be defined to include the Arkansas River to the southeast and will extend a sufficient distance upstream and downstream to capture flow dynamics surrounding the WRF. It is Arcadis' understanding that aquifer testing data is available for the alluvial zone and will be used to constrain model parameters. The model will also be extended upgradient of the Site near the limits of the alluvial aquifer. Qualitative calibration of the groundwater flow model will proceed by adjusting hydraulic properties and boundary conditions within reasonable limits (as established by available data) to achieve a reasonable representation of the water levels and flow directions in the area. The model will also be adjusted to ensure simulated drawdown levels during dewatering are consistent with available observations. The model will be a useful tool to quantify and track groundwater flow in the vicinity of the Site, and it will have the ability to evaluate various stresses to the groundwater system including dewatering and infiltration or injection of water.

To meet the project objectives, the groundwater flow model will be used to evaluate three separate alternatives, as described below.

Alternative 1: Groundwater extraction and release to an infiltration trench

Under this alternative, the model will be used to evaluate the hydraulic impact of dewatering of the clarifier pond area and will be used to evaluate various methods for re-infiltration of extracted groundwater. The results of this evaluation will be used to inform potential alternatives to release of pumped water to the Arkansas River, if CDPHE ultimately rejects the City's request to terminate the discharge permit. The model will be useful in evaluating the number of injection points or length of an

infiltration gallery and the hydraulic response associated with injection under this alternative. Because water level data is limited, model evaluation including the evaluation of injected groundwater will undergo a limited sensitivity analysis to evaluate the uncertainty and significance of model parameter values.

Alternative 2: Enhanced groundwater extraction to facilitate irrigation use

Another alternative to direct discharge of pumped groundwater to the Arkansas River includes sale of the pumped water for agriculture irrigation use. Arcadis understands that when potential irrigation users were approached, the response was favorable, but only if greater volumes of water could be delivered. The groundwater flow model will be used to evaluate potential pumping rates and level of drawdown with increased pumping.

Alternative 3: Continued release of pumped groundwater to the Arkansas River

Under the status quo alternative of groundwater pumping at historical levels and discharge to the Arkansas River, the groundwater flow model can be used to support the argument that the pumped groundwater would otherwise quickly discharge to the river under ambient flow conditions, thereby providing the technical foundation for the legal argument that the discharge permit is not justified. Specifically, the groundwater model can be used to evaluate the fate of dissolved constituents with particle tracking. Particles released in the model will be used to evaluate groundwater flow paths and travel times of groundwater originating upgradient of the clarifier area and eventual discharge to surface water such as the Arkansas River. Using pathline tools, the model can be used to demonstrate that groundwater (naturally bearing selenium and manganese) that is normally pumped during dewatering activities would have eventually discharged to surface water if it was not extracted.

Under Task 1, a summary technical memorandum addressed to the City will be prepared summarizing model development and the simulation results for the three alternatives described above. This memorandum will be prepared for potential distribution to CDPHE at the City's discretion.

Task 2: Clarifier Stability Geotechnical Evaluation

Arcadis understands that there is a concern that desaturation of the subsurface with groundwater pumping rates that significantly exceed historical rates may lead to extensive dewatering and instability which could cause damage to the clarifiers. Specifically, there is concern that aquifer desaturation at levels that have not been historically observed could lead to ground subsidence, causing the clarifiers to sink. Although this is likely not a concern under Alternatives 1 or 3 above (since these alternatives involve pumping at levels that would not exceed historical drawdown), this is a potential concern under Alternative 2, as increased pumping could lead to unprecedented levels of water level drawdown. This risk would be evaluated under this task with a geotechnical study of the alluvial formation underlying the clarifiers.

In addition, Arcadis understands that the City may instead opt to construct new secondary clarifiers to replace the existing clarifiers. These new clarifiers would be resistant to uplift when the clarifiers are drained for maintenance, thereby obviating the need for groundwater pumping. In this event, a

geotechnical evaluation would still be required to support the design and construction of the new clarifiers.

The geotechnical scope of work is described under the five subtasks below. Arcadis would proceed with all five of these subtasks if geotechnical analyses are required for both the existing clarifier stability evaluation and new clarifier design. If the City elects to proceed with the existing clarifier stability evaluation only, this work will include Tasks 2-1, 2-2, and 2-3. If the City elects to proceed only with new clarifier design, this work will include Tasks 2-1, 2-2, 2-4, and 2-5.

Task 2-1 – Desktop Study and Existing Data Review

Arcadis recommends a review of any existing geotechnical be completed prior to any site investigation. This will consist of a review of previous boring logs and/or well logs that have been completed at nearby locations. The as-built drawings of the clarifiers and any construction reports will be reviewed. The available groundwater data and pumping flow rates will also be reviewed and analyzed. This information can be used to

- provide data for a preliminary estimate of the project feasibility.
- Optimize the location and depth of the borings.
- Supplement data obtained during the field investigation.

Task 2-2 – Baseline Clarifier Stability Site Investigation

The site investigation for evaluation of existing clarifier stability will consist of borings and laboratory tests to categorize and evaluate the subsurface materials. As mentioned above, the number of borings and locations may be adjusted based on the review of the existing information. Arcadis has budgeted for 3 days of drilling to allow for a minimum of three borings. The site investigation is estimated to consist of the following:

- Three borings will be drilled with standard penetration testing (SPT) sampling every 5 feet to a depth of 60 feet or at least 5 feet into bedrock.
- Three standpipe piezometers will be installed to measure the groundwater level. This will allow for additional measurements of the groundwater level to be made after the site investigation and during groundwater pumping.
- Disturbed SPT samples and bulk samples will be collected and tested to evaluate the material properties of the subsurface soils.

The drilling will be conducted by a qualified subcontracted driller, and Arcadis will provide one field geologist to oversee the drilling and prepare boring logs.

Task 2-3 – Existing Clarifier Instability Geotechnical Analyses and Report

Arcadis will use the data from the groundwater modeling under Task 1 to assess the potential drop in the groundwater level due to increased pumping. The stress distribution below the foundations and potential increase from the lowering of the groundwater table will be evaluated based on the results of the drilling

and laboratory analyses under Task 2-2. The estimated settlement from any change in applied stress to the subsurface soils supporting the foundation will be computed. A geotechnical report signed and stamped by a licensed Colorado Professional Engineer (PE) will include:

- Boring logs and test results.
- Results of settlement analysis and potential impacts to the clarifiers.
- Geotechnical requirements for pumping well construction and allowable pumping rates.

Tasks 2-4 and 2-5 below are optional additional tasks that would be required if the City elects to move forward with design of new secondary clarifiers.

Task 2-4 – Supplementary Site Investigation to Support New Clarifier Design

If the City proceeds with design and construction of new secondary clarifiers, additional geotechnical information on top of the baseline investigation outlined under Task 2-2 will be required. The supplementary site investigation will consist of an additional five borings and laboratory tests to categorize and evaluate the subsurface materials. These borings and laboratory tests are intended to confirm the data obtained in Task 2-2 and provide additional information on the subsurface material, including the area where New Secondary Clarifier 4 would be installed. Arcadis has budgeted for an additional 4.5 days of drilling, and as with Task 2-2, additional borings may be completed as time allows. The additional drilling would be conducted under the same mobilization as Task 2-2. The site investigation is estimated to consist of:

- Five drilled borings with standard penetration testing (SPT) sampling every 5 feet to an anticipated depth of between 40 and 60 feet and at least 5 feet into bedrock.
- Disturbed SPT samples and bulk samples will be collected and tested to evaluate the material properties of the subsurface soils.

The drilling will be conducted by a qualified subcontracted driller, and Arcadis will provide one field geologist to oversee the drilling and prepare boring logs.

Task 2-5 – New Clarifier Design Geotechnical Analyses and Report

Arcadis will use the data and information from Geotechnical Tasks 2-1, 2-2, and 2-4 to prepare a geotechnical report with foundation and construction recommendations. The geotechnical report will be signed and stamped by a licensed Colorado Professional Engineer (PE). It will include the information requested by Brown and Caldwell in the procurement guidelines. Some key points include:

- Anticipated uplift pressures on foundations and options to mitigate.
- Suitability of shallow vs deep foundations to support applied loads and resist uplift.
- Recommended foundation type with allowable bearing capacity and estimated settlement.
- Lateral earth pressures.
- Compaction and fill requirements.
- Seismic site classification and seismic design values in accordance with ASCE-7.

It is recommended that the geotechnical engineer be retained during design and construction to review plans, submittals, and inspect construction activities to document their conformity with the geotechnical report. These efforts are not included in this scope of work, and a post-report, time-and-materials contract is recommended to cover this effort.

Task 3: Arkansas River Hyporheic Zone Evaluation

The hydrogeologic and legal argument discussed under Task 1 Alternative 3 above is that dissolved selenium and manganese extracted with groundwater pumping would otherwise naturally discharge to the river with ambient groundwater flow. One potential complication with this argument would be if there is significant natural attenuation of selenium and/or manganese occurring within the groundwater-surface water mixing zone associated with the river sediments (i.e., the “hyporheic zone”). At this interface, the presence of fluvial deposits and biological activity differing in character from the alluvial sediment (e.g., the presence of organic matter, invertebrates, metal oxidizing or metal reducing bacteria, and dissolved oxygen from surface water) can cause differences in the geochemical environment resulting in redox-controlled attenuation reactions. As previously discussed with the City, Arcadis proposes taking the first steps toward investigating the potential presence or absence of these hyporheic zone dynamics through direct sampling. The hyporheic zone sampling program would involve the following components:

- Mobilization of two Arcadis field staff for up to two days to conduct field investigations.
- Installation of up to six drive point piezometers at the riverbank, in three sets of two:
 - o At each set, one drive point will be collected within the river approximately two to five feet from the bank using an MHE Push Point sampler.
 - o The other will be collected out of the water approximately 10 to 20 feet from the bank, penetrating at least three feet into the saturated zone below the ground surface. Piezometers will include a Solinst drive point with a 6-inch screen for collection of groundwater at the terminal drive point depth.
 - o Groundwater samples will be collected from drive points using a peristaltic pump for analysis of field parameters and dissolved constituents (selenium, sulfate, manganese, iron, calcium, magnesium, alkalinity, total dissolved solids [TDS], and organic carbon, at minimum). Costs for water analyses by an external laboratory have been included in this proposal; however, these charges would not be incurred for any water analyses completed internally by the City. Additional potentially useful analyses, including selenium speciation, will be discussed with the City.
- Collection of sediments from up to three locations, each immediately adjacent to the in-river drive points for solids analysis. Sediment cores will be attempted from depths of 0 to 12 inches and from 24 to 36 inches using either a slide-hammer corer or a hand auger. Up to six samples will be submitted for laboratory analysis of moisture content, total selenium, iron, manganese, calcium, magnesium, total sulfur, and organic carbon.

The data collected from the field event will be analyzed to understand extent and mechanisms of selenium and/or sulfate attenuation prior to discharge of groundwater to surface water. These results will be summarized in a brief technical memorandum.

Schedule 2

Fee Schedule

Excerpt from Consultant Proposal (Letter) dated October 3, 2023, Page 7

Table 1: Estimated Cost by Task

	Cost
Task 1: Hydrogeologic Technical Evaluation	\$30,830
Task 2 (Baseline: 2-1, 2-2, 2-3): Clarifier Stability Geotechnical Evaluation	\$53,870
Task 2 (Supplementary: 2-4, 2-5): New Clarifier Design Geotechnical Evaluation	\$72,140
Task 3: Arkansas River Hyporheic Zone Evaluation	\$20,790
Task 4: Meetings with Pueblo and Project Management	\$6,080
Estimated Total	\$183,710

Schedule 3

Work Schedule

Excerpt from Consultant Proposal (Letter) dated October 3, 2023, Page 7

Arcadis will be prepared to begin work immediately upon award notification by the City. It is anticipated that the work will be completed by the second quarter of 2024, with a more specific schedule to be discussed with the City following award

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)

Note: Insurance requested from Consultant 11/10/2023 – to be added before signing of agreement



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- FAQs, Glossary and Information

Summary

Details			
Name		Arcadis U.S., Inc.	
Status	Good Standing	Formation date	02/03/1998
ID number	19981021227	Form	Foreign Corporation
Periodic report month	February	Jurisdiction	Delaware
Principal office street address			
630 Plaza Dr., Suite 200, Highlands Ranch, CO 80129, United States			
Principal office mailing address			
110 WEST FAYETTE ST., SUITE 300, SY, ASSISTANT SECRETARY, NY 37243, United States			

Registered Agent	
Name	C T Corporation System
Street address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, United States
Mailing address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, United States

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Arcadis U.S., Inc.

is an entity formed or registered under the law of Delaware , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19981021227 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 11/07/2023 that have been posted, and by documents delivered to this office
electronically through 11/10/2023 @ 11:46:46 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 11/10/2023 @ 11:46:46 in accordance with applicable law.
This certificate is assigned Confirmation Number 15478187 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

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

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

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

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

Company Name: Arcadis US, Inc.

Authorized Signature: 

Title: Associate Vice President

Printed Name: David Gomes

Date: October 6, 2023

Add Insurance



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marissa Stoller, City Clerk

FROM: Andra Ahrens, Wastewater Director

SUBJECT: An Ordinance approving an agreement for Professional Services in the amount of \$183,710 between the City of Pueblo, a Municipal Corporation, and Arcadis U.S. Inc., for consulting, hydrologic evaluation and geotechnical analyses and authorizing the mayor to execute the same

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and Arcadis U.S. Inc. for professional services associated with hydrogeologic and geotechnical study of the groundwater at the water reclamation facility.

PREVIOUS COUNCIL ACTION:

Not Applicable

BACKGROUND:

This study will provide information on how the groundwater interacts with the Arkansas River and stability of the three secondary clarifiers if the groundwater is pumped from beneath the clarifiers. This study will provide information to the Colorado Department of Public Health and the Environment on the conductivity between the groundwater under the clarifiers and the Arkansas River. This evaluation will also inform on the stability of the existing clarifiers and the geotechnical information needed for new clarifiers to be built.

FINANCIAL IMPLICATIONS:

Funding for the professional services related to the study is available from the Sewer User Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative will leave the Water Reclamation Facility at risk of not being able to complete the clarifier design and other requirements.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:

Professional Services Agreement between the City of Pueblo and Arcadis U.S., Inc.
Arcadis U.S. Inc. Scope of Services for the study.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$183,710 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND ARCADIS U.S., INC. FOR CONSULTING SERVICES, HYDROLOGIC EVALUATION AND GEOTECHNICAL ANALYSES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

An agreement by and between the City of Pueblo, a Municipal Corporation, and Arcadis U.S. Inc., a copy of which is attached hereto and made part hereof by reference ("Agreement"), after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Work Performed under the Agreement may include, but not limited to, the following items:

1. Hydrogeologic Technical Evaluation:
2. Clarifier Stability and new clarifiers geotechnical Evaluation:
3. Arkansas River Hyporheic Zone Evaluation
4. Meeting with Pueblo and Project Management

SECTION 3.

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

SECTION 4.

Funds for work performed under this agreement shall be paid from implement funds budgeted in the City's 2023 Budget from the Sewer User Fund.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

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

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

Andra Ahrens
Wastewater Director
Pueblo Water Reclamation Facility
1300 South Queens Avenue
Pueblo, CO 81001
719-553-2896
aahrens@pueblo.us

Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch
Colorado 80129
Tel 720 344 3500
Fax 720 344 3535
www.arcadis.com

Environment

Subject:

Cost Estimate for Clarifier Stability and Groundwater Release Evaluation,
City of Pueblo Water Reclamation Facility

Date:

October 3, 2023

Contact:

Mike Hay, PhD

Phone:

720-409-0684

Email:

michael.hay@arcadis.com

Our ref:

30055926

Dear Ms. Ahrens:

Arcadis U.S., Inc. (Arcadis) is pleased to provide the City of Pueblo this cost estimate to support the City with an evaluation of clarifier stability and groundwater release options associated with routine maintenance of secondary clarifiers located at the Wastewater Reclamation Facility (WRF). Arcadis has been supporting the City in numerous evaluations related to groundwater issues, including characterization of groundwater chemistry and hydrogeology; support in groundwater well placement, design, and data evaluation; evaluation of WRF influent/effluent chemistry over time as a function of seasonal and weather factors; and ongoing regulatory support, including development of alternate effluent limit options for the City's current Discharger Specific Variance (DSV) to the water quality standard for selenium and sulfate on the Arkansas River adopted by the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Commission (WQCC).

As discussed with the City, the clarifier stability and groundwater release option analysis scope of work is to include the following three tasks:

- **Task 1:** Hydrogeological technical evaluations to support legal arguments against the requirement of a discharge permit for groundwater release to the Arkansas River

- **Task 2:** Geotechnical evaluation of ground stability and clarifier integrity following groundwater pumping and drawdown and/or to support the design of new secondary clarifiers
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In addition to the three technical tasks provided above, coordination (including check-in meetings between Arcadis and the City and project management) will be included as Task 4. The proposed scope of the three technical tasks is provided below and are costed separately to allow the City to move forward with some or all of the proposed tasks.

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infiltration gallery and the hydraulic response associated with injection under this alternative. Because water level data is limited, model evaluation including the evaluation of injected groundwater will undergo a limited sensitivity analysis to evaluate the uncertainty and significance of model parameter values.

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Under the status quo alternative of groundwater pumping at historical levels and discharge to the Arkansas River, the groundwater flow model can be used to support the argument that the pumped groundwater would otherwise quickly discharge to the river under ambient flow conditions, thereby providing the technical foundation for the legal argument that the discharge permit is not justified. Specifically, the groundwater model can be used to evaluate the fate of dissolved constituents with particle tracking. Particles released in the model will be used to evaluate groundwater flow paths and travel times of groundwater originating upgradient of the clarifier area and eventual discharge to surface water such as the Arkansas River. Using pathline tools, the model can be used to demonstrate that groundwater (naturally bearing selenium and manganese) that is normally pumped during dewatering activities would have eventually discharged to surface water if it was not extracted.

Under Task 1, a summary technical memorandum addressed to the City will be prepared summarizing model development and the simulation results for the three alternatives described above. This memorandum will be prepared for potential distribution to CDPHE at the City's discretion.

Task 2: Clarifier Stability Geotechnical Evaluation

Arcadis understands that there is a concern that desaturation of the subsurface with groundwater pumping rates that significantly exceed historical rates may lead to extensive dewatering and instability which could cause damage to the clarifiers. Specifically, there is concern that aquifer desaturation at levels that have not been historically observed could lead to ground subsidence, causing the clarifiers to sink. Although this is likely not a concern under Alternatives 1 or 3 above (since these alternatives involve pumping at levels that would not exceed historical drawdown), this is a potential concern under Alternative 2, as increased pumping could lead to unprecedented levels of water level drawdown. This risk would be evaluated under this task with a geotechnical study of the alluvial formation underlying the clarifiers.

In addition, Arcadis understands that the City may instead opt to construct new secondary clarifiers to replace the existing clarifiers. These new clarifiers would be resistant to uplift when the clarifiers are drained for maintenance, thereby obviating the need for groundwater pumping. In this event, a

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geotechnical evaluation would still be required to support the design and construction of the new clarifiers.

The geotechnical scope of work is described under the five subtasks below. Arcadis would proceed with all five of these subtasks if geotechnical analyses are required for both the existing clarifier stability evaluation and new clarifier design. If the City elects to proceed with the existing clarifier stability evaluation only, this work will include Tasks 2-1, 2-2, and 2-3. If the City elects to proceed only with new clarifier design, this work will include Tasks 2-1, 2-2, 2-4, and 2-5.

Task 2-1 – Desktop Study and Existing Data Review

Arcadis recommends a review of any existing geotechnical be completed prior to any site investigation. This will consist of a review of previous boring logs and/or well logs that have been completed at nearby locations. The as-built drawings of the clarifiers and any construction reports will be reviewed. The available groundwater data and pumping flow rates will also be reviewed and analyzed. This information can be used to:

- Provide data for a preliminary estimate of the project feasibility.
- Optimize the location and depth of the borings.
- Supplement data obtained during the field investigation.

Task 2-2 – Baseline Clarifier Stability Site Investigation

The site investigation for evaluation of existing clarifier stability will consist of borings and laboratory tests to categorize and evaluate the subsurface materials. As mentioned above, the number of borings and locations may be adjusted based on the review of the existing information. Arcadis has budgeted for 3 days of drilling to allow for a minimum of three borings. The site investigation is estimated to consist of the following:

- Three borings will be drilled with standard penetration testing (SPT) sampling every 5 feet to a depth of 60 feet or at least 5 feet into bedrock.
- Three standpipe piezometers will be installed to measure the groundwater level. This will allow for additional measurements of the groundwater level to be made after the site investigation and during groundwater pumping.
- Disturbed SPT samples and bulk samples will be collected and tested to evaluate the material properties of the subsurface soils.

The drilling will be conducted by a qualified subcontracted driller, and Arcadis will provide one field geologist to oversee the drilling and prepare boring logs.

Task 2-3 – Existing Clarifier Instability Geotechnical Analyses and Report

Arcadis will use the data from the groundwater modeling under Task 1 to assess the potential drop in the groundwater level due to increased pumping. The stress distribution below the foundations and potential increase from the lowering of the groundwater table will be evaluated based on the results of the drilling

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and laboratory analyses under Task 2-2. The estimated settlement from any change in applied stress to the subsurface soils supporting the foundation will be computed. A geotechnical report signed and stamped by a licensed Colorado Professional Engineer (PE) will include:

- Boring logs and test results.
- Results of settlement analysis and potential impacts to the clarifiers.
- Geotechnical requirements for pumping well construction and allowable pumping rates.

Tasks 2-4 and 2-5 below are optional additional tasks that would be required if the City elects to move forward with design of new secondary clarifiers.

Task 2-4 – Supplementary Site Investigation to Support New Clarifier Design

If the City proceeds with design and construction of new secondary clarifiers, additional geotechnical information on top of the baseline investigation outlined under Task 2-2 will be required. The supplementary site investigation will consist of an additional five borings and laboratory tests to categorize and evaluate the subsurface materials. These borings and laboratory tests are intended to confirm the data obtained in Task 2-2 and provide additional information on the subsurface material, including the area where New Secondary Clarifier 4 would be installed. Arcadis has budgeted for an additional 4.5 days of drilling, and as with Task 2-2, additional borings may be completed as time allows. The additional drilling would be conducted under the same mobilization as Task 2-2. The site investigation is estimated to consist of:

- Five drilled borings with standard penetration testing (SPT) sampling every 5 feet to an anticipated depth of between 40 and 60 feet and at least 5 feet into bedrock.
- Disturbed SPT samples and bulk samples will be collected and tested to evaluate the material properties of the subsurface soils.

The drilling will be conducted by a qualified subcontracted driller, and Arcadis will provide one field geologist to oversee the drilling and prepare boring logs.

Task 2-5 – New Clarifier Design Geotechnical Analyses and Report

Arcadis will use the data and information from Geotechnical Tasks 2-1, 2-2, and 2-4 to prepare a geotechnical report with foundation and construction recommendations. The geotechnical report will be signed and stamped by a licensed Colorado Professional Engineer (PE). It will include the information requested by Brown and Caldwell in the procurement guidelines. Some key points include:

- Anticipated uplift pressures on foundations and options to mitigate.
- Suitability of shallow vs deep foundations to support applied loads and resist uplift.
- Recommended foundation type with allowable bearing capacity and estimated settlement.
- Lateral earth pressures.
- Compaction and fill requirements.
- Seismic site classification and seismic design values in accordance with ASCE-7.

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It is recommended that the geotechnical engineer be retained during design and construction to review plans, submittals, and inspect construction activities to document their conformity with the geotechnical report. These efforts are not included in this scope of work, and a post-report, time-and-materials contract is recommended to cover this effort.

Task 3: Arkansas River Hyporheic Zone Evaluation

The hydrogeologic and legal argument discussed under Task 1 Alternative 3 above is that dissolved selenium and manganese extracted with groundwater pumping would otherwise naturally discharge to the river with ambient groundwater flow. One potential complication with this argument would be if there is significant natural attenuation of selenium and/or manganese occurring within the groundwater-surface water mixing zone associated with the river sediments (i.e., the “hyporheic zone”). At this interface, the presence of fluvial deposits and biological activity differing in character from the alluvial sediment (e.g., the presence of organic matter, invertebrates, metal oxidizing or metal reducing bacteria, and dissolved oxygen from surface water) can cause differences in the geochemical environment resulting in redox-controlled attenuation reactions. As previously discussed with the City, Arcadis proposes taking the first steps toward investigating the potential presence or absence of these hyporheic zone dynamics through direct sampling. The hyporheic zone sampling program would involve the following components:

- Mobilization of two Arcadis field staff for up to two days to conduct field investigations.
- Installation of up to six drive point piezometers at the riverbank, in three sets of two:
 - o At each set, one drive point will be collected within the river approximately two to five feet from the bank using an MHE Push Point sampler.
 - o The other will be collected out of the water approximately 10 to 20 feet from the bank, penetrating at least three feet into the saturated zone below the ground surface. Piezometers will include a Solinst drive point with a 6-inch screen for collection of groundwater at the terminal drive point depth.
 - o Groundwater samples will be collected from drive points using a peristaltic pump for analysis of field parameters and dissolved constituents (selenium, sulfate, manganese, iron, calcium, magnesium, alkalinity, total dissolved solids [TDS], and organic carbon, at minimum). Costs for water analyses by an external laboratory have been included in this proposal; however, these charges would not be incurred for any water analyses completed internally by the City. Additional potentially useful analyses, including selenium speciation, will be discussed with the City.
- Collection of sediments from up to three locations, each immediately adjacent to the in-river drive points for solids analysis. Sediment cores will be attempted from depths of 0 to 12 inches and from 24 to 36 inches using either a slide-hammer corer or a hand auger. Up to six samples will be submitted for laboratory analysis of moisture content, total selenium, iron, manganese, calcium, magnesium, total sulfur, and organic carbon.

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The data collected from the field event will be analyzed to understand extent and mechanisms of selenium and/or sulfate attenuation prior to discharge of groundwater to surface water. These results will be summarized in a brief technical memorandum.

Cost and Schedule

The total estimated cost of the proposed work is **\$183,710**, which includes the estimated breakdown by project task described in Table 1 below. Arcadis will be prepared to begin work immediately upon award notification by the City. It is anticipated that the work will be completed by the second quarter of 2024, with a more specific schedule to be discussed with the City following award.

Table 1: Estimated Cost by Task

	Cost
Task 1: Hydrogeologic Technical Evaluation	\$30,830
Task 2 (Baseline: 2-1, 2-2, 2-3): Clarifier Stability Geotechnical Evaluation	\$53,870
Task 2 (Supplementary: 2-4, 2-5): New Clarifier Design Geotechnical Evaluation	\$72,140
Task 3: Arkansas River Hyporheic Zone Evaluation	\$20,790
Task 4: Meetings with Pueblo and Project Management	\$6,080
Estimated Total	\$183,710

This proposal shall be governed by the Agreement for Professional Services provided by the City of Pueblo, reviewed by Arcadis, and attached to this letter.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

Andra Ahrens
City of Pueblo
October 3, 2023

We look forward to continuing to work with you on this important project. If you have questions regarding this proposal, please do not hesitate to call me at 714-508-2606.

Sincerely,

Arcadis U.S., Inc.



Mike Hay, PhD, Arcadis
Principal Scientist



Craig E. Divine, PhD, PG
Senior Vice President

Copies:
David Gomes, PE, PMP, Arcadis

Enclosures:

Attachments

- 1 Agreement for Professional Service

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE U.S. GEOLOGICAL SURVEY, TO CONTINUE THE COLLECTION OF HYDROLOGIC DATA ALONG FOUNTAIN CREEK AND THE ARKANSAS RIVER AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Joint Funding Agreement between the City of Pueblo and the U.S. Geologic Survey ("USGS") for the 2024 calendar year, to continue the collection of hydrologic data, including gaging stations and sediment data.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Collection of Daily Suspended Sediment

The cost for operation and maintenance of the sediment monitor is shared by City of Pueblo, Pueblo County, and Southeastern Colorado Water Activity Enterprise. The cost to the City of Pueblo is \$10,619.

Collection of Streamflow Data

The USGS will operate surface-water gages at 07099970 Arkansas River at Moffat Street and 07099973 Arkansas River Tributary above Hwy 227. Real-time data from

these sites are also available on the worldwide web. Cost to the City of Pueblo for this program element is \$10,619.

FINANCIAL IMPLICATIONS:**SUMMARY OF CITY OF PUEBLO/USGS
COOPERATIVE PROGRAM**

Surface Water Program Element	City of Pueblo	USGS	Total
1. Operation and maintenance of daily sediment site at Fountain Creek at Pueblo	\$ 5,106	\$1,754	\$6,860
2a. Operation and maintenance of stream gage at 07099970 Arkansas River at Moffat Street	\$2,080	\$863	\$2,943
2b. Operation and maintenance of stream gage at 07099973 Arkansas River Tributary above Hwy 227			
	\$3,433		\$3,433
Totals	\$10,619	\$2,617	\$13,236

Funds for implementation of this agreement are included in the Wastewater Department's 2024 budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The no-action alternative would jeopardize the continuation of the collection of hydrologic data, including gaging stations and sediment data, along Fountain Creek and the Arkansas River.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 11-27-23 USGS and City of Pueblo JFA 2024 BTF
2. 11-27-23 USGS Progra City of Pueblo Attach 2024

ORDINANCE NO.

AN ORDINANCE APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE U.S. GEOLOGICAL SURVEY, TO CONTINUE THE COLLECTION OF HYDROLOGIC DATA ALONG FOUNTAIN CREEK AND THE ARKANSAS RIVER AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

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

SECTION 1.

The Joint Funding Agreement by and between the City of Pueblo, a Colorado Municipal Corporation and the U.S. Geological Survey, dated January 1, 2024, a copy of which is attached hereto and made part hereof by reference ("Agreement") after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement on behalf of the City of Pueblo and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate 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

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS

Customer No: 6000001058
Agreement No: 24REJFACO 214
Project No:
TIN #: 846000615

Fixed Cost
Agreement

☒ Yes ☐ No

THIS AGREEMENT is entered into as of the **1st day of January, 2024** by the U.S. GEOLOGICAL SURVEY, Colorado Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **City of Pueblo**, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations , **collection of hydrologic data including gaging stations and sediment data**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of **\$0.00**.

(a) **\$2,617.00** by the party of the first part during the period
January 1, 2024 to December 31, 2024

(b) **\$10,619.00** by the party of the second part during the period
January 1, 2024 to December 31, 2024

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

\$0.00 Description of USGS regional/national program: **NA**

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the scope of work are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

9. Billing for this agreement will be rendered **semi-annually (in September and December)**. Invoices not paid within 60 days from date of bill will bear Interest, Penalties, and Administrative costs as the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. 3717) established by the U.S. Treasury.

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR WATER RESOURCES INVESTIGATIONS**

Customer No: 6000001058
Agreement No: 24REJFACO 214
Project No:
TIN #: 846000615
Fixed Cost Agreement ☒ Yes ☐ No

USGS Technical Point of Contact
Name: Krystal Brown
Title: Supervisory Hydrologic Technician
Address: 201 E. 9th St.
City/State/Zip: Pueblo, CO 81003
Telephone: 719-562-2841
Fax: 719-544-2463
Email: kbrown@usgs.gov

Customer Technical Point of Contact
Name: Andra Ahrens
Title: Interim Wastewater Director
Address: 1300 South Queens Avenue
City/State/Zip: Pueblo, CO 81001
Telephone: 719-553-2896
Fax:
Email: aahrens@pueblo.us

USGS Billing Point of Contact
Name: Meghan Patterson
Title: Budget Analyst
Address: Denver Federal Center, MS-415, Building 53
City/State/Zip: Lakewood, CO 80225
Telephone: 303-236-1450
Fax: 303-236-4912
Email: mpatterson@usgs.gov

Customer Billing Point of Contact
Name: Nicholas Gradisar
Title: City Mayor
Address: City of Pueblo, 1 City Hall Place
City/State/Zip: Pueblo, CO 81003
Telephone: 719-553-2611
Fax:
Email: NGradisar@pueblo.us

U.S. Geological Survey
United States
Department of Interior

City of Pueblo

SIGNATURE

SIGNATURES

By: **BRANDON FORBES**  Digitally signed by BRANDON FORBES
Date: 2023.10.26 17:28:00 -06'00' Date: _____
Name: (acting for) Matthew Ely
Title: Director, CWSC/USGS

By: _____ Date: _____
Name: Nicholas Gradisar
Title: City Mayor

Proposed Program for Calendar Year 2024

1. Collection of Daily Suspended Sediment

Fountain Creek is a major source of sediment to the Arkansas River. Channel aggradation of Fountain Creek and the Arkansas River downstream from Fountain Creek decreases the conveyance capacity of the river. Aggradation of the channel can also affect water levels in the alluvial aquifer of the Arkansas River valley. These data provide managers a means of assessing success of efforts to mitigate and reduce sediment transport.

An automatic suspended sediment sampler at the gage is activated by the satellite data collection platform. Samples are collected on a timed basis with extra samples collected on rises to define the suspended sediment concentration. The sampler is calibrated periodically by the field person who collects field samples using a hand sampler. The sampler will be operated from March to October and daily suspended sediment load will be computed.

During 2024, construction is expected to occur at the gage 07106500 Fountain Creek at Pueblo. During construction, the sediment location will be temporarily relocated approximately one mile downstream at the temporary streamgage 07106510 Fountain Creek at 8th St. at Pueblo, CO.

The cost for operation and maintenance of the sediment monitor is shared by City of Pueblo, Pueblo County, and Southeastern Colorado Water Activity Enterprise. The cost to the City of Pueblo is \$5,106.

2. Collection of Streamflow Data

The USGS will operate surface-water gages at 07099970 Arkansas River at Moffat Street and 07099973 Arkansas River Tributary above Hwy 227. Real-time data from these sites are also available on the world-wide web at <http://water.usgs.gov/nwis>. Total cost to the City of Pueblo for this program element is \$5,513.

SUMMARY OF CITY OF PUEBLO/USGS COOPERATIVE PROGRAM

	Program Element	City of Pueblo	USGS	Total	Surface-water Prioritization ¹
1.	Operation and maintenance of daily sediment site at Fountain Creek at Pueblo ²	\$5,106	\$1,754	\$6,860	--
2a.	Operation and maintenance of stream gage at 07099970 Arkansas River at Moffat Street ³	\$2,080	\$863	\$2,943	MEDIUM
2b.	Operation and maintenance of stream gage at 07099973 Arkansas River Tributary above Hwy 227. ³	\$3,433	--	\$3,433	VERY LOW
	Totals	\$10,619	\$2,617	\$13,236	

¹Surface-water prioritization USGS match percentage: Medium=29.3%. Very Low receives no Cooperative Matching Funds.

²Operation and maintenance shared equally by two other cooperators under separate agreements; Southeastern Colorado Water Activity Enterprise and Pueblo County.

³Operation and maintenance shared equally by six other cooperators under separate agreements; St. Charles Mesa Water District, Pueblo Board of Water Works, City of Aurora, Southeastern Colorado Water Activity Enterprise, Colorado Springs Utilities, and the City of Fountain.

⁴Operation and maintenance shared equally by five other cooperators under separate agreements: Pueblo Board of Water Works, City of Fountain, City of Aurora, Colorado Springs Utilities, and Southeastern Colorado Water Activity Enterprise.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$566,050 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING AND PROJECT MANAGEMENT SERVICES WITH RESPECT TO UPGRADING THE JAMES R. DILORIO WATER RECLAMATION FACILITY'S ROCKWELL AUTOMATION FACTORYTALK VIEW SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and Brown and Caldwell, Inc. for consulting engineering services relating to upgrade the James R. Dilorio Water Reclamation Facility's Rockwell Automation FactoryTalk View Supervisory Control and Data Acquisition (SCADA) system.

PREVIOUS COUNCIL ACTION:

On November 12, 2018, the City Council Approved Resolution No. 14081, selecting Brown and Caldwell, Inc as the Engineer of Record for the Wastewater Treatment Department.

BACKGROUND:

The City of Pueblo has requested Brown and Caldwell to upgrade the James R. Dilorio Water Reclamation Facility's Rockwell Automation FactoryTalk View Supervisory Control and Data Acquisition (SCADA) system. The SCADA controls all the programmable logic control (PLC), the PLC controls all the automation throughout the plant. If the SCADA system were to fail, the plant would have to be staffed twenty-four hours a day to insure all the processes are functioning properly. Operators rely on this system to operate and monitor this facility safely and efficiently. Over the years, this

system has been developed to meet the needs of the operating staff. However, the current version of the software is no longer supported by the current computer systems. The current software requires Windows 7 operating system that is no longer supported by Microsoft and is susceptible to cybersecurity attacks. With the SCADA software version, the City of Pueblo has limited options to maintain a functioning SCADA system and is at risk of irreversible damage or data loss.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell to provide design services for the rehabilitation project will not exceed \$566,050. Funds are available from the WRF Facility Rehab (WWAN04).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative will leave the Water Reclamation Facility at risk of irreversible damage or data loss.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. 11-27-23 SCADA 18-087 Schedules and Additional Info for WRF SCADA Upgrade
2. 11-27-23 SCADA 18-087 Scada Professional Services Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$566,050 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING AND PROJECT MANAGEMENT SERVICES WITH RESPECT TO UPGRADING THE JAMES R. DILORIO WATER RECLAMATION FACILITY'S ROCKWELL AUTOMATION FACTORYTALK VIEW SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the Pueblo Wastewater Department operates a Water Reclamation Facility system providing municipal wastewater treatment and

WHEREAS, consulting engineering required with respect to upgrade the James R. Dilorio Water Reclamation Facility's Rockwell Automation FactoryTalk View Supervisory Control and Data Acquisition (SCADA) system and

WHEREAS, Brown and Caldwell is the consulting Engineer of Record and is the most qualified to serve the Pueblo Wastewater Department for such project; NOW, THEREFORE,

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

SECTION 1.

An agreement by and between the City of Pueblo, a Municipal Corporation, and Brown and Caldwell, Inc., a copy of which is attached hereto and made part hereof by reference ("Agreement"), after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Work Performed under the Agreement may include, but not limited to, the following items:

1. Project management and Administration:
2. Existing Conditions Assessment:
3. SCADA Standard Development:
4. SCADA System Programming:
5. System Commissioning and Post Installation Support:

SECTION 3.

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

SECTION 4.

Funds for work performed under this agreement shall be from the WRF Facility Rehab

(WWAN04).

SECTION 5.

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

SECTION 6.

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

Action by City Council:

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

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

Schedule 1
Scope of Services

**Excerpt from Consultant Proposal dated September 2023 (revised and updated November 6, 2023),
Pages 1 – 11**

Project Overview

Pueblo has requested Brown and Caldwell (BC) prepare a scope of services to upgrade the James R. Dilorio Water Reclamation Facility's (WRF) Rockwell Automation FactoryTalk View Supervisory Control and Data Acquisition (SCADA) system. Operators rely on this system to operate and monitor this facility safely and efficiently. Over the years, this system has been developed to meet the needs of the operations staff; however, the current version of the software is no longer supported by current computer operating systems. The current software requires a Windows 7 operating system that is no longer supported by Microsoft and is susceptible to cybersecurity attacks. With this SCADA software version, Pueblo has limited options to maintain a functioning SCADA system and is at risk of irreversible damage or data loss. This project is intended to assist Pueblo with a SCADA upgrade.

This Scope of Services describes the professional services to be provided by BC for the City of Pueblo Water Reclamation Facility SCADA upgrade. Services include the following phases:

- Phase 100 – Project Management
- Phase 200 – Existing Conditions Assessment
- Phase 300 – SCADA Standards Development
- Phase 400 – SCADA System Programming
- Phase 500 – System Commissioning and Post Installation Support

Project Objectives

The following specific project objectives have been identified by Pueblo WRF staff:

- Human Machine Interface:
 - Upgrade the plant's existing SCADA HMI software to the current version of Rockwell FactoryTalk.
 - Migrate the plant's existing SCADA screens to the new FactoryTalk HMI system.
 - Migrate the plant's existing alarms to the new FactoryTalk Alarm and Events system.
 - Establish logging of discrete tag state changes to the new FactoryTalk Alarm and Events system.
 - Remove the City's Backup SCADA system (BIF System) after the upgraded SCADA system is fully operational.
- Historian:
 - The plant's existing historian system is not functioning properly.
 - Provide FactoryTalk Historian to match the upgraded HMI version.
 - Establish historical logging and trending for all analog tags (4-20mA inputs to PLCs, analog values read via serial or network protocol, or calculated values generated by the SCADA system).
- Reports:
 - Provide new reporting software compatible with the upgrade Historian.
 - Obtain copies of all the existing reports being generated by the plant's backup SCADA (BIF) system.



- Provide new reports in the new reporting software that match the form and content of the plant's existing reports.
- Remote Alarm Notification
 - Upgrade the plant's existing Win911 remote alarm notification software to the current version.
 - Re-establish and test all existing remote alarms currently active in the system.
 - Provide voice over IP to analog dial-out hardware as required for compatibility with new remote alarm software.
- Hardware:
 - Provide redundant servers and eight (8) client workstations compatible with the provided versions of software and conforming to the City's IT department requirements.
 - Submit proposed hardware to City for review before procurement.
 - Coordinate with the City to implement all required security measures and network configuration.

Project Assumptions

The following assumptions were made in the development of this Scope of Services:

- Pueblo will procure any hardware and software licenses.
- The WRF's PLCs will not require additional programming.
- The current WRF SCADA system consists of the following software that shall be upgraded to the latest versions:
 - Human Machine Interface (HMI): Rockwell FactoryTalk Version 6.10.00 (CPR9 SR4)
 - Reporting Software: XLReporter Version 12.4.0 / Serial #27536
 - Remote Alarm Notification: Version: 7.13.00.0 Win-911 Scan & Alarm / Win-911 VX
 - PLC Programming Software:
 - RSLogix 500: Version 8.40.00 (CPR 9) / Serial #: 1012141218
 - RS Logix 5000: Version: V20.04.00 (CPR 9 SR5)
 - RS Linx Classic Professional: Version: 2.59.01 (CPR 9 SR5) / Serial #: 1203222448

Schedule:

- The accompanying schedule assumes review comments will be provided within 10 business days of submittal of technical memoranda and 30 business days for the complete Draft Master Plan Report.

Effort and Budget:

- BC may shift budget between work tasks as necessary to complete the work.
- The initial effort is limited to the hours identified in the attached fee estimate. If the effort to complete the identified tasks exceeds the estimate, the PM will coordinate with Pueblo to identify areas where BC can limit our effort to the available budget.



Scope of Services

Phase 100 – Project Management

Objective

Provide project management and coordination of work associated with this project, including schedules, budgets, technical quality reviews, meetings, deliverables, and invoices.

Activities: This phase includes the following activities:

- Communication and coordination with the City as necessary.
- Conduct bi-weekly internal project management and team meetings.
- Conduct monthly, 30-minute, conference calls to discuss task status, issues, and upcoming work with the city for the duration of this work task through completion.
- Prepare monthly invoices.
- Monitor task activities, schedule, and budget expenditures.
- Develop and maintain Project Management Plan, QA/QC Plan, Health and Safety Plan, and Project Schedule.

Deliverables:

- Project invoices.
- Meeting agendas and meeting minutes, as needed.

Phase 200 – Existing Condition Assessment

Objective

The objective for this phase is to review the current operation of the facility and assess current SCADA vulnerabilities, interview staff to discover any SCADA related challenges and or deficiencies, and perform a cyber security audit based on EPA guidelines.

Task 210: SCADA System Site Assessment

Perform site assessments of the SCADA system to define the current state of the hardware and software systems employed at the WRF.

Activities:

- Submit a request for information to Pueblo staff. Information request will request for drawings, specifications, vendor cut sheets and other information that relates to the existing SCADA system.
- Two BC personnel will perform a three-day site visit to investigate hardware and software elements of the existing system.



- Host a post site visit and staff interview virtual workshop to discuss results (3 BC personnel for 2 hours) of the site assessments and to discuss high level future functionality and goals of the SCADA system. Workshop shall be facilitated virtually.

Deliverables:

- Information request sent via email to City of Pueblo
- Four-page summary of existing conditions which will include an inventory of Pueblo's digital assets and software.
- Workshop agenda and workshop meeting minutes

Assumptions:

- The assessment will be limited to the SCADA system and will not include any business network components.

Task 220: Staff Interviews

In addition to the information that will be gathered during the SCADA assessment BC will interview five additional staff virtually for one hour to gather existing system and control information specifics, as well as performance concerns with the current system.

Activities: This task includes the following activities:

- 5 one-hour interviews with Pueblo staff, performed virtually.

Assumptions:

- Pueblo's PM will determine the four staff to interview to augment the information gathered during the site visit.
- Interviews will be performed virtually with Pueblo staff and all meetings will be held within the same week.

Task 230: Known Cybersecurity Vulnerabilities Report

Cybersecurity represents a growing and substantial threat to utilities. BC will utilize the SCADA inventory to develop a known cybersecurity vulnerabilities report.

Activities:

- Review of Pueblo's digital assets and software

Deliverables:

- Device listing with known vulnerabilities and mitigation/remediation strategies such as upgrading, patching, monitoring, or improved defensive architectures.

Assumptions:

- Pueblo staff will provide any additional information required.

Task 240: Network Documentation, Computer and SCADA Software Recommendations

To facilitate the development and deployment of the FactoryTalk View architecture while not impacting the existing SCADA system, BC will develop a network topology and associated network block diagram that can operate in parallel with the current SCADA system. Additionally, server, workstation, and software recommendations to implement the latest version of FactoryTalk View shall be provided.

Activities:

- Develop network block diagram for client review. The block diagram will show all servers and client workstations as well as the existing network topology.
- Quantify the number of physical servers required to maintain the system redundancy.
- Provide a list of required servers.
- Provide a list of server and workstation size recommendations.
- Provide a list of Rockwell software.

Deliverables:

- Network block diagram delivered in pdf and Visio formats.
- A report that lists each server, workstation, and software needed.

Assumptions:

- Network block diagram will not include any business network infrastructure.
- Pueblo will use the recommended server and workstation sizes to procure new servers and workstations.
- Pueblo will use the list of Rockwell software to procure the latest version of FactoryTalk software.
- New IP addresses will be assigned to the new SCADA servers and workstations.

Phase 300 – SCADA Standards Development

Objective

The objective of this phase is to develop a set of HMI graphical and Historian standards that Pueblo can utilize as set of requirements on future project for engineers, programmers, contractors, and internal resources performing any work on the SCADA system.

Task 310: PLC Programming Standard

BC will develop a controller programming standard document which defines the PLC program structure, configuration, and standard programming block documentation structure to be used within the PLCs. Standard programming blocks leverage the controllers object-oriented programming to provide modular, reusable standardized building blocks of custom controller code that is fully tested, documented, and encapsulated within a secured custom instruction block.

Activities:

- Facilitate a four-hour workshop with Pueblo staff. BC will present the PLC standard at this workshop.
- Collect the feedback from this workshop and the Pueblo staff preferences and incorporate them into the PLC programming standard.

Deliverables:

- PLC standard that documents the PLC program structure, configuration, and standard programming block documentation structure to be used within the PLCs.

Assumptions:

- Workshop will be conducted virtually.



Task 320: HMI Graphics Standard

The existing HMI configuration has been developed over an extended period. This creates differences and uniqueness based on the programming method, preference, and user interface understanding. Since the primary purpose of the HMI is to provide a graphical user interface to the operations staff, a graphical foundation and structure based on the preferences of the operations staff is recommended.

Activities:

- Facilitate 3 two-hour workshop with Pueblo staff.
 - Present graphical options and alternatives.
 - Collect the feedback from this workshop and the Pueblo staff preferences and incorporate them into the HMI graphical standard.

Deliverables:

- HMI graphics standard that documents the HMI graphics.

Assumptions:

- Workshop will be conducted virtually.

Task 330: Historian Standard

Pueblo staff have identified that the current Historian configuration is not functioning properly. BC will facilitate a three-hour workshop to discuss historical data configuration options along with reporting solutions.

Activities:

- Facilitate a three-hour workshop with Pueblo staff.
- Present historian configuration best practices for Rockwell's FactoryTalk Historian
- Pueblo staff feedback and preferences will be collected, and then incorporated into the Historian standard development.

Deliverables:

- Historian standard that documents the historian configuration requirements.

Assumptions:

- Workshop will be conducted virtually.
- Pueblo staff will be able to provide any existing required reports.

Phase 400 – SCADA System Programming

Objective

The objective of this phase is to install and configure the new SCADA servers and workstations with the latest version of FactoryTalk View, program the HMI graphics to match the standards developed in the previous phase, configure the Historian to collect data based on the Historian standard, and to develop the automatically generated reports.

Task 410: Software Installation and Configuration

The objective of this task is to install and configure the new SCADA servers and workstations with the latest version of FactoryTalk View.

Activities:

- Install and configure the server software based on the network architecture developed in Task 240.
- Install and configure the client software on 8 client workstations.

Assumptions:

- The servers and workstations will be available to BC via a remote desktop connection.
- Pueblo staff will join the servers and workstations to the SCADA active directory.
- Server and workstation configuration will be done in an offline environment.
- New IP addresses will be assigned to the new servers and workstations.

Deliverables:

- HMI and Historian servers, and client workstations with FactoryTalk View software installed and configured.

Task 420: HMI Graphics

The objective of this task is to program the HMI graphics utilizing the standards developed in Task 320.

Activities:

- Develop and submit to the client the HMI graphics based on the new HMI standards.
- Facilitate ten, two-hour workshops to present the new HMI graphics and to collect staff feedback and preferences.

Assumptions:

- The servers and workstations will be available to BC via a remote desktop connection.
- Graphics development will be done in BC's environment.

Deliverables:

- HMI graphics files ready for deployment on servers and workstation.

Task 430: Alarm Configuration

The objective of this task is to configure the FactoryTalk alarms based on the standards developed in HMI standards, and to configure the remote alarm notification system.

Activities:

- Configure the FactoryTalk Alarm and Events database to capture the alarms identified in the HMI standard.
- Develop and submit to the client a list of alarms for Pueblo staff to review. Pueblo staff comments will be incorporated into the final list of alarms.
- Install and configure the remote alarm notification system.

Assumptions:

- Pueblo staff will provide a list of contacts to be incorporated into the remote alarm notification system.

Deliverables:

- A list of configured alarms in an Excel spreadsheet.



- Configured FactoryTalk Alarm and Events database.
- Configured WIN-911 alarming system

Task 440: Historian Configuration

The objective of this task is to configure the Historian based on the standards developed in Task 330.

Activities:

- Configure the historical database to collect data based on the new standards.
- Configure the data collectors to store data to prevent data loss in the event of historian failure.
- Provide a new list of historical data points for review by Pueblo staff. Pueblo staff comments will be incorporated into the final list of historical data points.

Deliverables:

- A List of configured historical data points in an Excel spreadsheet.
- Configured historical database ready to receive data from the PLCs.

Task 450: Report Configuration

The objective of this task is to develop and configure automatically generated reports.

Activities:

- Develop up to ten automatically generated reports.
- Reports will be submitted to Pueblo staff for their review.
- A two-hour workshop will be held to review the reports, and to capture Pueblo staff feedback and preferences.

Deliverables:

- Ten reports configured in the reporting software.
- PDF copies of the configured reports.

Assumptions:

- The historian will be the sole data source for the reports.

Phase 500 – System Commissioning and Post Installation Support

The objective of this phase is to develop a system testing plan, commission the new system based on the testing plan, provide training to staff on the use of the new system, and to provide post installation services.

Task 510: System Test Plan Development

This task will create a testing plan and schedule.

Activities:

- Develop and submit to the client a system testing plan and schedule.
- Facilitate a two-hour meeting to review and discuss the testing plan and schedule. Incorporate the staff feedback into the final testing plan.

Deliverables:

- Commissioning meeting agenda
- System Testing Plan

Task 520: Staff Training

Prior to the commissioning, BC shall lead four, four-hour interactive workshops with Pueblo staff to train them on the use of the new HMI, historian, alarming, and reporting software.

Activities:

- Develop and submit a training plan agenda.
- Facilitate four, four-hour training sessions.
 - Session 1 – Use of the new HMI graphics, and alarm notification system
 - Session 2 – Use of the new historian, and reports
 - Session 3 – Use of the new HMI graphics, and alarm notification system
 - Session 4 – Use of the new historian, and reports
- Training will be conducted utilizing the client workstations and servers.

Assumptions:

- Training days shall be on consecutive days.
- Training will be conducted at the WRF.
- Pueblo PM will schedule the sessions such that no more than eight staff members are in any training session.

Task 530: System Commissioning

During this task, the new SCADA software and hardware will be tested and commissioned.

Activities:

- Commission, and test the new system based on the test plan and schedule.

Assumptions:

- Pueblo staff will be available as needed to manipulate equipment to perform verification of the new system.

Task 540: Post Installation Services

A \$50,000 allowance is included in this task to cover the cost of incorporating system modifications made to the SCADA system after the new HMI system has been installed and tested. This allowance will



allow changes to be made to the SCADA system during the reprogramming effort and still be included in the migrated system.

The Pueblo project manager shall be responsible for coordinating with the BC project manager to provide notice of any modifications made to the SCADA system prior to the start of work on the modification.



Schedule 2
Fee Schedule

Excerpt from Consultant Proposal dated September 2023, Page 12

Notes: Assume 10 month project duration.

Exhibit A - SCADA Upgrade														
		Riley Middlebrook	Bucasas, Rhonda R	Marvin Liavae	Derek Gilmartin	Rodgers, Leo J	Kevin Keil	Rich Munden	Pusker Regmi	Mike Thorlenson				
Phase	Phase Description	PM	PA/WP	Lead	PGM	QA/QC	Mng. Eng	Cyber Expert	Process Lead	AA	Total Labor Hours	Total Labor Effort	Total ODCs	Total Expense Effort
		\$175.00	\$150.00	\$195.00	\$130.00	\$255.00	\$255.00	\$272.00	\$235.00	\$255.00				
100	Project Management										350	\$60,020	\$0	\$60,020
100	Project Management	280	60	0	0	0	0	0	0	4	344	\$59,020	\$0	\$59,020
100	Project Kickoff	2	0	2	2	0	0	0	0	0	6	\$1,000	\$0	\$1,000
200	Existing Conditions										406	\$83,130	\$4,250	\$87,380
210	Site Assessment	0	16	80	80	8	0	0	0	0	184	\$30,440	\$4,250	\$34,690
220	Staff Interviews	10	0	14	14	2	0	0	0	0	40	\$6,810	\$0	\$6,810
230	Known Cyber	0	0	0	0	16	0	110	0	0	126	\$34,000	\$0	\$34,000
240	Network Doc.	0	0	40	0	8	8	0	0	0	56	\$11,880	\$0	\$11,880
300	Standards										504	\$77,220	\$0	\$77,220
310	PLC Programming Standard	4	0	40	60	8	0	0	0	0	112	\$18,340	\$0	\$18,340
320	HMI Standards	12	0	60	240	8	0	0	0	0	320	\$47,040	\$0	\$47,040
330	Historian Standard	4	0	20	40	8	0	0	0	0	72	\$11,840	\$0	\$11,840
400	SCADA Programming										1,380	\$230,750	\$0	\$230,750
410	Software Install and Configuration	0	0	40	40	20	0	0	0	0	100	\$18,100	\$0	\$18,100
420	HMI Graphics	0	0	160	500	40	80	0	40	0	820	\$136,200	\$0	\$136,200
430	Alarm Config	0	0	100	50	8	0	0	0	0	158	\$28,040	\$0	\$28,040
440	Historian Config	0	0	60	100	24	0	0	0	0	184	\$30,820	\$0	\$30,820
450	Report Config	0	0	0	100	18	0	0	0	0	118	\$17,590	\$0	\$17,590
500	System Commissioning and Post Installation Support										510	\$93,430	\$17,250	\$110,680
510	System Test Plan	0	0	24	0	8	0	0	0	0	32	\$6,720	\$0	\$6,720
520	Staff Training	0	0	48	0	0	0	0	0	0	48	\$9,360	\$4,250	\$13,610
530	System Commission	0	0	100	100	0	0	0	0	0	200	\$32,500	\$8,500	\$41,000
540	Post Installation Services	0	0	230	0	0	0	0	0	0	230	\$44,850	\$4,500	\$49,350
GRAND TOTAL		\$54,600	\$11,400	\$198,510	\$172,380	\$44,880	\$22,440	\$29,920	\$9,400	\$1,020	\$3,150	\$544,550	\$21,500	\$566,050

Schedule 3
Work Schedule

Excerpt from Consultant Proposal dated September 2023, Page 13

Pueblo SCADA Upgrade																				
ID		Task Mode	Task Name	Duration	Start	Finish														
							Nov	Dec	Qtr 1, 2024	Jan	Feb	Mar	Qtr 2, 2024	Apr	May	Jun	Qtr 3, 2024	Jul	Aug	Sep
1			Project Management	212 days	Thu 11/16/23	Fri 9/6/24														
2			Project Kickoff	1 day	Thu 11/16/23	Thu 11/16/23														
3			Documentation RFI	1 day	Mon 11/27/23	Mon 11/27/23														
4			Existing Condition Assessment	34 days	Tue 11/28/23	Fri 1/12/24														
5			SCADA System Site Assessment	4 days	Tue 11/28/23	Fri 12/1/23														
6			SCADA System Site Assessment Report	14 days	Mon 12/4/23	Thu 12/21/23														
7			Staff Interviews	3 days	Mon 12/4/23	Wed 12/6/23														
8			Known Cyber Security Vulnerabilities	30 days	Mon 12/4/23	Fri 1/12/24														
9			Network Documentation, Computer and Recommendations	30 days	Mon 12/4/23	Fri 1/12/24														
10			SCADA Hardware and Software Procurement	80 days	Fri 1/12/24	Thu 5/2/24														
11			Software Procurement	21 days	Fri 1/12/24	Fri 2/9/24														
12			Hardware Procurement	4 mons	Fri 1/12/24	Thu 5/2/24														
13			SCADA Standards Development	37 days	Thu 2/1/24	Fri 3/22/24														
14			HMI Standard	30 days	Thu 2/1/24	Wed 3/13/24														
15			Workshop 1	1 day	Thu 2/8/24	Thu 2/8/24														
16			Workshop 2	1 day	Thu 2/22/24	Thu 2/22/24														
17			Workshop 3	1 day	Mon 3/4/24	Mon 3/4/24														
18			PLC Standard	14 days	Fri 2/23/24	Wed 3/13/24														
19			Historian Standard	14 days	Tue 3/5/24	Fri 3/22/24														
20			SCADA System Programming	81 days	Thu 3/14/24	Thu 7/4/24														
21			Software installation	14 days	Fri 5/3/24	Wed 5/22/24														
22			HMI graphics development	60 days	Thu 3/14/24	Wed 6/5/24														
23			Alarm configuration	14 days	Sun 4/14/24	Wed 5/1/24														
24			Historian configuration	7 days	Thu 6/6/24	Fri 6/14/24														
25			Report configuration	14 days	Mon 6/17/24	Thu 7/4/24														
26			System Commissioning	120 days	Mon 3/25/24	Fri 9/6/24														
27			System Test Plan	14 days	Mon 3/25/24	Thu 4/11/24														
28			Staff Training	4 days	Fri 7/5/24	Wed 7/10/24														
29			System Commissioning	10 days	Mon 7/15/24	Fri 7/26/24														
30			Post Installation Services	30 days	Mon 7/29/24	Fri 9/6/24														
Project: Task Order 8 - Wonder Date: Tue 9/26/23			Task		Project Summary		Manual Task		Start-only		Deadline									
			Split		Inactive Task		Duration-only		Finish-only		Progress									
			Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress									
			Summary		Inactive Summary		Manual Summary		External Milestone											
Page 1																				

Additional Information for Agreement

Colorado Secretary of State Registration

PERA Questionnaire

Insurance Certificate(s)



Colorado
Secretary of State
Jena Griswold



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Summary

Details			
Name	BROWN AND CALDWELL, INC.		
Status	Good Standing	Formation date	03/20/1978
ID number	19871067502	Form	Foreign Corporation
Periodic report month	March	Jurisdiction	California
Principal office street address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		
Principal office mailing address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W Littleton Blvd, Littleton, CO 80120, US
Mailing address	1900 W Littleton Blvd, Littleton, CO 80120, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

BROWN AND CALDWELL, INC.

is an entity formed or registered under the law of California, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871067502.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 11/14/2023 that have been posted, and by documents delivered to this office
electronically through 11/15/2023 @ 13:38:03.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 11/15/2023 @ 13:38:03 in accordance with applicable law.
This certificate is assigned Confirmation Number 15489591.



Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes____, No____.

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

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

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

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

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

Company Name: Brown and Caldwell

Authorized Signature:  Title: Managing Director, CS

Printed Name: Michael J. Thorstenson Date: September 22, 2023

ADD INSURANCE

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
BROWN AND CALDWELL, INC.**

THIS AGREEMENT is made and entered this ____ day of _____, 2023, by and between Pueblo, a Municipal Corporation ("Client") and Brown and Caldwell, Inc., a California Corporation authorized to do business in the State of Colorado (hereinafter referred to as "Consultant") for Consultant to render professional project management, condition assessment, standard development, system programming, support, and related project services for Client with respect to Bid 18-087 Wastewater Department Engineer of Record – WRF SCADA Upgrade (Wastewater Reclamation Facility Supervisory Control and Data Acquisition System Upgrade), hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES

(a) Consultant shall satisfactorily perform the professional planning and consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Basic Services"). Such services shall include all usual and customary professional consulting and related services incident to its work on the Project as set forth in Schedule 1. In the event this Agreement follows the selection of Consultant by Client pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

(b) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

SECTION 2. CONSULTANT'S RESPONSIBILITIES

(a) Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including drawings, reports and other services, irrespective of Client's approval of or acquiescence in same. Consultant shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's services are rendered.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

(d) Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

(e) Before undertaking any work or incurring any expense which Consultant considers beyond or in

addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time.

SECTION 3. FEES FOR SERVICES; PAYMENT

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. \$566,050.00, computed as set forth in Schedule 2.

(b) Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and for reimbursable expenses incurred. Applications for payment shall be submitted based upon the work completed as shown in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed. Thereafter, Client shall pay Consultant for the amount of the application within 30 days of the date such application is received.

(c) No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, or similar expenses unless otherwise provided and listed in Schedule 2.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's negligent errors or omissions.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(e).

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Consultant acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, surveys, data and previous reports accessible to Client which Consultant may reasonably require. Consultant shall rely on information provided without verification unless otherwise agreed in the specific Scope of Work.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum contract price.

(c) Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any drawings, specifications, reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all

information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERMINATION

(a) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon 10 days written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(b) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(c) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work with that level of care and skill ordinarily exercised by consultants performing similar services at the time such services are performed, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

(d) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. USE OF DOCUMENTS

(a) Plans, drawings, designs, specifications, reports and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client upon payment to Consultant for work completed, subject to applicable federal grant requirements, and Client shall be vested with all rights therein of whatever kind and however created, whether by common law, statute or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

SECTION 7. INSURANCE AND INDEMNITY

(a) Consultant agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his 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 Consultant 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. The Workers' Compensation insurance policy shall contain an endorsement waiving subrogation against the Client.

(ii) Commercial General and Automobile Liability Insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence for personal injury, including but not limited to death and bodily injury, and minimum of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) for excess umbrella liability. The Commercial General Liability Insurance, Automobile Insurance, and Umbrella/Excess Liability Insurance policies shall be endorsed naming City, its officers, agent, and employees as additional insureds.

(iii) Professional Liability Insurance with coverage of not less than \$1,000,000.00 covering claims arising from the negligent acts, errors or omissions in the services performed by Consultant for Client under this Agreement. This policy shall provide coverage for all professionals providing services under this Agreement by or through the Consultant.

(c) Consultant agrees to hold harmless, defend and indemnify Client from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Consultant, his employees, subcontractors and consultants.

SECTION 8. SUBCONTRACTS

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant to the extent Client has paid Consultant for services performed by Consultant's subcontractors.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 9. MISCELLANEOUS

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001, or to Consultant, Brown and Caldwell, Inc., Attn: Michael Thorstenson, 1697 Cole Boulevard, Golden, Colorado, 80401. 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.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of Schedule 1 or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their

successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void, and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then as of the time of any such determination, this entire Agreement shall be void and terminated pursuant to the provisions of Section 5 without waiving any claims or defenses.

SECTION 10. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

SECTION 11. PERA LIABILITY

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

SECTION 12. ELECTRONIC SIGNATURE

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

(Signature section on following page.)

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION BROWN AND CALDWELL, INC.

By _____
Naomi Hedden, Director of Purchasing
Charge

By _____
Michael J. Thorstenson, P.E., Principal-In-

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM:

Robert P. Jagger, City Attorney

Attachments: Schedule 1: Scope of Services
 Schedule 2: Fee Schedule
 Schedule 3: Work Schedule
 Additional Information for Agreement



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO THE MANAGEMENT AGREEMENT FOR THE PUEBLO WEISBROD AIRCRAFT MUSEUM BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO HISTORICAL AIRCRAFT SOCIETY, A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

SUMMARY:

Attached is an Ordinance approving an Amendment to the Management Agreement between the City of Pueblo and the Pueblo Historical Aircraft Society for the management of the annex hangar building (the "Annex") located at 508 Skyway Street as a function of the Weisbrod Aircraft Museum.

PREVIOUS COUNCIL ACTION:

City Council approved a Bargain and Sale Deed accepting ownership of the Annex at 508 Skyway Street at the Pueblo Memorial Airport from the Pueblo Historical Aircraft Society on October 23, 2023, through Ordinance 10579. The Pueblo Weisbrod Aircraft Museum is managed by the Pueblo Historical Aircraft Society through approval from City Council through Resolution 13760 on August 28, 2017.

BACKGROUND:

The Museum has been managed by PHAS since 1989. The current agreement commenced April 22, 2017, and expires April 21, 2027. The Amendment is to include in the Management Agreement the Annex at 508 Skyway which was built as additional space for the restoration of aircraft.

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, the additional space will not be added to the Management Agreement.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. Pueblo Historical Aircraft Society 2017 08 28 MUSEUM LEASE
2. 508 Skyway 2023 10 26 BARGAIN AND SALE DEED FULLY SIGNED
3. 508 Skyway 2023 12 11 AMENDMENT

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO THE MANAGEMENT AGREEMENT FOR THE PUEBLO WEISBROD AIRCRAFT MUSEUM BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO HISTORICAL AIRCRAFT SOCIETY, A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

WHEREAS, City and Society entered into an Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo Historical Aircraft Society to manage the Pueblo Weisbrod Aircraft Museum ("Management Agreement") dated August 28, 2017, for management and use of the Pueblo Weisbrod Aircraft Museum ("Museum") at the Pueblo Memorial Airport ("Airport");

WHEREAS, Society has built an annex building (the "Annex") near the Museum premises, and will use the Annex for the restoration of aircraft and other equipment;

WHEREAS, Society and City are desirous of amending the Management Agreement with respect to the use of the Annex.; NOW, THEREFORE,

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

SECTION 1.

The Amendment to the Management Agreement for the Pueblo Weisbrod Aircraft Museum, by and between the City of Pueblo, and the Pueblo Historical Aircraft Society, a Colorado nonprofit corporation, hereinafter referred to as the "Society" or "PHAS", a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Lease to effectuate the terms and conditions 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

**AN AGREEMENT BETWEEN
THE CITY OF PUEBLO, A MUNICIPAL
CORPORATION
AND
PUEBLO HISTORICAL AIRCRAFT SOCIETY, A COLORADO NONPROFIT
CORPORATION
TO MANAGE THE PUEBLO WEISBROD AIRCRAFT MUSEUM**

THIS MANAGEMENT AGREEMENT ("Agreement") entered into as of August 28, 2017, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "City", and the Pueblo Historical Aircraft Society, a Colorado nonprofit corporation, hereinafter referred to as the "Society" or "PHAS."

WITNESSETH:

WHEREAS, the City owns grounds and museum facilities open to the public and located on a portion of land at the Pueblo Memorial Airport, Pueblo, Colorado, known as the Pueblo Weisbrod Aircraft Museum described in attached Exhibit "A" (the "Museum");

WHEREAS, The Society is a nonprofit volunteer organization having as its members, citizens who are dedicated to the preservation and development of the Museum;

WHEREAS, the Society has managed, improved and expanded the Museum since 1989 and has principally financed, designed and managed the construction of a large building for the display and protection of historical military aircraft and equipment either owned by City or currently on loan to the City by various agencies of the United States listed on the attached Exhibit "B" (the "City Historical Aircraft and Military Equipment"), which may be amended from time to time at the City's discretion as the equipment changes, and the historical artifacts owned by or under the control of the Society (the "Society Historical Artifacts");

WHEREAS, Society and City are desirous of entering into an agreement setting forth their respective rights and obligations with respect to the Museum and City Historical Aircraft and Military Equipment.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the City and the Society agree as follows:

- A. City hereby appoints and retains the Society subject to and upon the terms and conditions herein set forth, as an independent contractor, to operate, manage, and promote the Museum commencing for a period of ten (10) years from April 22, 2017, to April 21, 2027, unless sooner terminated as herein provided. The Society does hereby agree to perform all functions and obligations on its part to be performed under this Agreement in compliance with this Agreement and all applicable laws, ordinances, regulations, and

resolutions now in effect or hereafter enacted.

- B. City does hereby delegate to the Society the authority to perform, and the Society agrees that during the term of this Agreement it shall perform the following functions:
1. Operate the Museum as a public museum for the use and benefit of the City and the general public.
 2. Accept custody and control all City Historical Aircraft and Military Equipment, and maintain custody and control of all Society property, including, without limitation, Society Historical Artifacts, tools, equipment and furniture ("Society's Property").
 3. Designate the uses to which the Museum may be put, including the authority to schedule all events at the Museum by individual or community groups, and conduct class, lectures, and other public functions, subject to modification by resolution of the City Council.
 4. Establish Museum operational times and operate Museum concessions and gate, including the authority to charge reasonable fees, subject to modification by resolution of the City Council.
 5. Utilize employees or volunteers reasonably necessary to perform Society's duties, functions, and responsibilities under this Agreement.
 6. Assist the City in obtaining all necessary licenses, accreditations, and permits for the operation of the Museum.
 7. Assure compliance with Transportation Security Administration ("TSA") and Federal Aviation Administration ("FAA") rules and regulations.
 8. Provide routine janitorial services for the Museum and promptly notify the City of any damage to, destruction, breakdown or failure of the Museum, or any part thereof.
 9. Maintain and keep in force the following insurance:
 - (a) Casualty and property damage insurance covering Society's Property owned by or under the control of Society.
 - (b) Commercial liability insurance covering Society and all activities conducted by Society, its employees and volunteers in the Museum in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per

occurrence for personal injury, death, or property damage, including contractual coverage

- (c) Workers' compensation and unemployment compensation insurance in amounts required by Colorado law.

Society shall furnish certificates of such insurance to the Director of Aviation upon request.

- 10. Include in all material and media promoting or advertising the Museum, the wording: "Sponsored in part by the City of Pueblo."

C. The City agrees, subject to available funds being budgeted and appropriated for such functions, that during the term of this Agreement, it shall perform the following functions:

- 1. Provide police and fire protection to the Museum, including telephone services related to those systems.
- 2. Furnish all utilities to the Museum, except Society's telephone services, and pay a reasonable premium for Society's liability, casualty, and property damage insurance related to the operation and management of Museum.
- 3. Include the Museum and its contents under City's casualty and property damage insurance, except for Society's Property owned by or under the control of Society.
- 4. Maintain the premises and buildings of the Museum in good repair, including roofs and doors.
- 5. Permit the Society to utilize, without charge, small equipment, accessories, parts, furniture, tools, and vehicles (City property) which are presently used at the Museum, as well as borrow small equipment on a temporary basis, which may be required for the operation of the Museum, from the City's Department of Aviation when such equipment is available, subject to City's liability and training requirements and at the sole discretion of the Director of Aviation. City property used by the Society must be maintained and kept in the same condition in which it was received from the City. The Society shall be liable for any damage to City property which occurred while in possession of the Society. Said property shall remain the property of the City, and ownership of the property shall not transfer to the Society except by separate written agreement. Use of City property shall not constitute a prohibited revenue diversion.

6. Replace City personal property as the City determines in its sole discretion. However, if such personal property requires replacement due to Society's negligence or malfeasance, Society shall bear the cost of repair or replacement.
 7. The Director of Aviation shall approve, maintain, terminate, and renew City Historic Aircraft and Military Equipment contracts with the appropriate U.S. Government agencies and update Exhibit "B" as required.
 8. The Director of Aviation shall be included as a member of PHAS, and shall be appointed a voting member of the PHAS Management Team.
 9. Except in cases of emergency, the City will give three (3) days' notice to the Society of work or repairs to the Museum, where such work or repairs will require the Society to interrupt its normal operations (e.g. having to move aircraft or exhibits, or requiring personnel after normal business hours).
- D. It is the intent of the parties hereto that a high-quality Museum continues to be operated by the Society for the educational and recreational enjoyment of all citizens of the City, as well as to attract visitors to the City. In furtherance of this intent, the City will list Society in its routine budgetary process along with other non-departmental contractors, and City shall attempt to appropriate and provide annually such sums as the City Council may, in its sole discretion, deem proper to operate, maintain, promote, and manage the Museum and fulfill its obligations under the terms and conditions of this Agreement. Funds appropriated annually to the Museum by the City shall be disbursed to Society quarterly, and shall be expended by the Society for the purposes indicated in the approved budget and consistent with this Agreement.
- E. It is the intent of the Society to seek financial contributions from the general public, private foundations, and other sources, and to establish educational programs that will enable it to offer programs to all schools in the area.
- F. The Society shall keep in separate funds or accounts all gifts, endowments, bequests, or devises to the Museum together with income therefrom, and disburse said funds only by bank checks signed by its duly authorized officers or agents for the operation, management, promotion and maintenance of the Museum, unless expenditures are inconsistent with the duties and obligation of the Society toward the donors of such gifts, endowments, bequests, or devises.
- G. The Society shall maintain proper books of account of all Museum revenues and expenditures (including monies held in trust) and properties, shall make an annual report to the City Manager of its acts and expenditures, and shall submit its books and records to whatever inspection or audit the City Manager

may desire from time to time. For purposes of this Agreement, the terms "Museum revenues" and "properties" do not include Society's revenue from various activities not associated with Museum operation and management, members' dues, donations to Society, and Society Historical Artifacts.

- H. Each July, the Society shall submit to the City Manager a request for funding for the following calendar year. The requested Museum budget shall include all projected and available funds and revenues, as well as anticipated expenditures, and conform to City budget procedures, which will be provided by City to Society.
- I. All monies and funds realized by the Society either from the operation of the Museum or concessions thereon, or from the City, grants, contributions, gifts, or donations to the Museum, including funds and assets the Society in its sole discretion may elect to donate to the Museum (except those restricted in their use to purposes inconsistent herewith) (all hereinafter "Donations"), shall be used exclusively for the improvement, operation, management, promotion, and maintenance of the Museum for the benefit of the general public.
- J. This Agreement may be terminated at any time by mutual agreement, or by either party under circumstances and conditions as follows:
 - 1. If either party is in default hereunder, the non-defaulting party may give written notice to the defaulting party specifying the default, and if such default shall continue for thirty (30) days after receipt of such notice (unless such default cannot with due diligence be wholly cured within said thirty (30) day period, in which case the defaulting party shall have such longer period as shall be necessary to cure the default, so long as the defaulting party proceeds promptly to cure the default within such thirty (30) day period, prosecutes the cure to completion with due diligence, and advises the non-defaulting party from time to time, of the actions taken and progress made) the non-defaulting party may terminate this Agreement upon five (5) days prior written notice.
 - 2. The City may cancel and terminate this Agreement at any time after one hundred twenty (120) days written notice to Society. Thereafter, the Society shall, as soon as the City is prepared to accept the management and control of the Museum, but not before the City is so prepared, quit and surrender said Museum, City Historical Aircraft and Military Equipment, and personal property to the City as provided in sub-paragraph J(4).
 - 3. The Society may cancel and terminate this Agreement at any time after one hundred twenty (120) days written notice to the City.
 - 4. In the event of the termination of this Agreement, all City Historical Aircraft and Military Equipment, equipment, supplies and property of all

kinds owned by or on loan to the City, or purchased in whole with City funds or non-restricted gifts, contributions or grants received by Society during the term of this Agreement and in possession or control of the Society, shall be delivered to the City, except for such gifts, contributions or grants received by Society for its own purpose other than that of the Museum. All improvements to the Museum, whether made at Society's expense or at the City's expense, and including all fixtures and modifications, shall become the property of the City on the date of termination. All City provided funds and monies in possession of the Society and not expended for their intended purpose shall be delivered to the City immediately.

5. Before expiration of the ten (10) year term of this Agreement, the parties may in writing extend this Agreement upon terms and conditions which are mutually agreeable. Upon expiration of the ten (10) year term of this Agreement or any extended term, the Society shall quit and surrender the Museum and deliver to City all exhibits, funds, monies and property in accordance with the provisions of sub-paragraph J(4) of this Agreement within sixty (60) days.
6. In the event that either (i) the term of this Agreement is not renewed or extended, or (ii) this Agreement is terminated for any reason, Society shall have the right to store Society's Property in the Museum, at no cost to Society, for a period of six (6) months after the occurrence of either of such events. During said six (6) month period, Society shall either (i) dispose of or otherwise remove Society's Property from the Museum, or (ii) make arrangements with the City for Society's Property to remain in the Museum.
- K. No structural changes or alterations to the Museum nor new structures or improvements shall be made to or placed on the Museum premises without prior written approval of City. Any non-structural changes or alterations to the Museum that are discussed with and approved by the Director of Aviation will be followed with a letter of approval by the Director of Aviation within ten (10) days, at which time such non-structural changes may be commenced in compliance with said approval. Society shall notify City of such non-structural changes or alterations within thirty (30) days after completion thereof. It is the intent of the parties hereto to work together on capital improvement projects and in identifying sources of revenues, both public and private. The City agrees to review all capital improvement projects recommended by the Society, and further agrees that in the event any proposed capital improvement project is to be financed solely by the Society from private funds, approval of such projects by the City shall not be unreasonably withheld.
- L. As part of this Agreement, the City transfers custody and control of all City Historical Aircraft and Military Equipment, exhibits, artifacts, and equipment

presently at the Museum to the Society, with the authority to add to, maintain and improve such items. Said custody and control shall continue for the effective term of this Agreement. With respect to all City Historical Aircraft and Military Equipment, the Society agrees to assist the City in performing all obligations and requirements of City which exist under or by virtue of the terms of all City Historical Aircraft loan agreements, transfer documents, surplus personal property transfer and contract/work agreements, certificate of title and transfer agreements, and other instruments (collectively referred to as "display agreements"), which apply to any such City Historical Aircraft and Military Equipment, which are the property of the United States or any department or agency thereof or the Colorado Surplus Property Agency, or others having provided items to City under contractual arrangement. Copies of the display agreements are available for inspection at the office of the Director of Aviation during regular business hours. Society shall not be responsible for: (i) any damage or deterioration to City Historical Aircraft and Military Equipment, or (ii) any noncompliance with display agreements, except such damage or noncompliance caused by the gross negligent or willful acts of Society. For the purpose of improving the Museum, the Society shall have the authority to negotiate to sell or trade City Historical Aircraft and Military Equipment, provided same is authorized by the City's Director of Aviation, is permitted under the terms of any applicable display agreement, and specific consent is first obtained from all entities holding an ownership, reversionary or contractual interest in such aircraft, artifacts, display or equipment. However, the City must approve any negotiated sale or trade prior to execution of that sale or trade.

- M. As a means of fostering communication and cooperation between the City and the Society, the Society may schedule annual appearances before City Council at work sessions to discuss matters concerning the Museum. Society agrees and understands that its operation and maintenance of the Museum is subject to use restrictions and limitations consistent with the general aeronautical purposes of the Airport and its operating certificate. Society shall meet with the Director of Aviation at least semi-annually to review the Society's operation, maintenance, and administration of the Museum.
- N. The City shall at all times have access, without restriction, to all parts of the Museum while being aware that the Museum has an alarm system and that the City may be responsible for any charges that result from that access. The Society is authorized to enforce City ordinances, rules, and regulations affecting public use of the Museum as may be necessary to insure an orderly operation in the interest of public health and safety, and the preservation of the City Historic Aircraft and Military Equipment.
- O. The City shall maintain its present levels of insurance coverage relating to the Museum during the term of this Agreement.
- P. The relationship between City and Society is purely contractual. Society shall

perform its duties hereunder as an independent contractor and not as an employee or agent of the City. Neither Society nor any officer, employee, agent, volunteer, or contractor of Society shall be, or be deemed to be, an employee or agent of the City. Society shall pay when due all required employment and withholding taxes before they become delinquent. Society shall have no authorization, express or implied, to bind the City to any agreement, liability or understanding. Society acknowledges and agrees that Society and its employees and volunteers are not entitled to unemployment insurance or workers' compensation benefits unless Society provides such coverage and benefits, and that City does not pay for or otherwise provide such coverage and benefits.

- Q. The Society is prohibited from assigning this Agreement to any third persons without the prior consent of the City. Any assignment without the consent of the City shall be void.
- R. All functions and activities with respect to the administration and operation of the Museum not specifically delegated to Society by this Agreement are reserved and retained by the City.
- S. Society shall be solely and entirely responsible for its acts and omissions and the acts and omissions of its agents, employees, volunteers, and subcontractors.
- T. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the unaffected provisions hereof shall remain in full force and effect.
- U. This Agreement sets forth the entire understanding between the City and the Society. No change, modification, or amendment shall be valid or enforceable unless set forth in writing and signed by the City and the Society.
- V. Any notice required under this Agreement shall be in writing and personally served or sent by certified mail, postage prepaid, to:

- 1. If to City: City of Pueblo
Attention: City Manager
1 City Hall Place
Pueblo, CO 81003
- 2. If to Society: Pueblo Historical Aircraft Society
Attention: President
31001 Magnuson Avenue
Pueblo, CO 81001

or to such other place as City or the Society may from time to time designate in a written notice given to the other party.

- W. Society and City mutually release and discharge each other from all claims, liability, or damage caused by or arising from any hazard or occurrence covered by casualty and property damage insurance, regardless of the cause of damage or loss.
- X. This Agreement shall be governed by the laws of the State of Colorado and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.
- Y. 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 2017, 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, including any sub-agreement, attachment, schedule or exhibit thereto, by the City.
- Z. Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq. as amended or as same may be amended. The parties understand and agree that the City's and its officers', agents' and employees' liability for claims for injury to persons or property is controlled and limited by the provisions of §24-10-101, et seq., C.R.S. as amended.
- AA. Society, its employees and invitees shall have the right of ingress and egress between the Main entrance of the Airport, as the same now exists or may hereafter be relocated, and the Museum over, upon and through such streets and not others as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the Museum shall be located as designated by the Director of Aviation.
- BB. All rights not herein granted to the Society are reserved to City and nothing herein contained shall be construed to grant or authorize the granting of an

exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended to 49 U.S.C. § 40103(e).

- CC. City reserves the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, but shall not be obligated to the Society for any failure to so maintain or keep in repair.
- DD. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Museum, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating on Pueblo Memorial Airport.
- EE. It is further understood and agreed that this Agreement is subject to the written prior approval of the Federal Aviation Administration and that the provisions hereof cannot be modified without prior written approval by said Federal Aviation Administration.
- FF. The Society agrees to indemnify, defend, and save the City, its agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of acts of the Society, his agents, employees, or servants or through any injury or casualty occurring at the Museum.
- GG. The terms and conditions of this Agreement and Society's rights hereunder are hereby made subject to the provisions of Title III Chapter 1, and other related provisions, of the 1971 Code of Ordinances of the City of Pueblo, and as same may be subsequently amended. In the event of conflict between said Code of Ordinances and any provision herein, said Code shall control.
- HH. The Society, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that the Society shall maintain and operate the Museum in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- II. The Society covenants and agrees that no person on the grounds of race, creed, color, national origin, sex, religion, ancestry, sexual orientation, age, marital status, or mental or physical disability, shall be excluded from

employment or application for employment, or from participation in, or denied the benefit of or be otherwise subject to discrimination in the use of the Museum or the furnishing of services thereon.

- JJ. That in the event of breach of any of the above nondiscrimination covenants, City shall have the right to immediately terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.
- KK. The Society by accepting this Agreement expressly agrees for itself, its successors and assigns that it will not make use of the Museum in any manner which might interfere with the landing and taking-off of aircraft from Pueblo Memorial Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises and cause the abatement of such interference at the expense of the Society.
- LL. This Agreement and all the provisions hereof are subject to all rights the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, re-entry upon and taking over of the said Airport including the Museum.
- MM. The Society shall observe faithfully all rules and regulations affecting use of the Airport, whether established by the Director of Aviation, by the City of Pueblo or other political subdivision having jurisdiction, by the State of Colorado or the United States, or agencies thereof, including but not limited to rules affecting the operation of motor vehicles upon, to and from the Airport.
- NN. The Society, and all officers, agents and employees of Society, hereby agree to be bound by and subject to all the Police Ordinances of the City of Pueblo at all times while on the Airport, whether acting in the course of Society's business or otherwise.
- OO. The Society represents that it has inspected the Airport and all of its premises and facilities and that it accepts the conditions of same and fully assumes the risk incident to the use thereof. The City shall not be liable to the Society for any damages or injuries to the property or personnel of the Society which result from hidden, latent or other dangerous conditions on the Airport or Museum premises.
- PP. During the term of this Agreement, Society covenants and agrees to pay promptly all valid taxes and other government charges of whatever nature assessed against or applicable to the premises, or Society or Society's property or operations thereon including, but not limited to, sales and use taxes and possessory interest real estate taxes. Society also covenants and agrees not to permit any mechanic's or material man's lien to be filed

against the premises, or any part or parcel thereof by reason of any work or labor performed or materials furnished by any contractor, subcontractor, mechanic or material man. If Society fails to do so, City may pay the amount or take such other action as City deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the City will be deemed costs under this Agreement payable upon demand, without limitation as to other remedies available to City. Society further covenants and agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations on the premises and not to permit the same to become delinquent, and to suffer no lien, mortgage, judgment or execution to be filed against the premises which will be in any way an impairment of the rights of City under this Agreement.

- QQ. This Agreement is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of the deed of conveyance from the United States Government to City and of any other existing or future agreement between City and the United States, relative to the use, operation or maintenance of the Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal Agency in the extensions, expansions, maintenance or development of said Airport and facilities.
- RR. Violations of Airport Security Rules shall be sufficient grounds for immediate termination of this Agreement.

Executed the day and year first above written.

[SEAL]

ATTEST:


City Clerk

CITY OF PUEBLO, A MUNICIPAL
CORPORATION

By:


President of the City Council

PUEBLO HISTORICAL AIRCRAFT
SOCIETY, A COLORADO
NONPROFIT CORPORATION

ATTEST: _____

By:

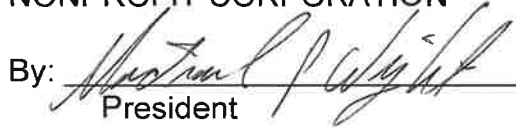

President

Exhibit A

Aircraft Museum
Pueblo Memorial Airport

A parcel of land being a portion of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 30, Township 20 South, Range 63 West, and a portion of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 20 South, Range 64 West of the 6th Principal Meridian, being more particularly described as follows:

All bearings of this description are based on the line from an aluminum monument stamped P.L.S. No. 16128 in a standard City of Pueblo monument box found on the centerline of Magnuson Avenue at its intersection with the centerline of Skyway Street, and an aluminum monument stamped City of Pueblo found at the W $\frac{1}{4}$ corner of said Section 30 to bear N-86°38'55"-E.

Commencing at the aluminum monument located at the W $\frac{1}{4}$ corner of said Section 30; thence N-84°56'27"-E, a distance of 348.66 feet to a point on the Northerly right-of-way line of Magnuson Avenue at its intersection with the Westerly right-of-way line of Keeler Parkway and the point of beginning for this description; thence S-88°27'39"-W, a distance of 323.68 feet; thence N-01°33'32"-W; a distance of 391.57 feet; thence S-88°27'49"-W, a distance of 161.54 feet; thence N-01°30'29"-W, a distance of 278.08 feet; thence N-88°27'49"-E, a distance of 311.03 feet; thence S-01°32'13"-E, a distance of 39.07 feet; thence S-46°25'18"-E, a distance of 246.99 feet to a point on the Westerly right-of-way line of Keeler Parkway extended Northerly; thence S-01°31'26"-E along said right-of-way line extended and the Westerly right-of-way line of Keeler Parkway, a distance of 455.56 feet to the point of beginning.

Containing 5.50 acres more or less.

Exhibit B

Pueblo Weisbrod Aircraft Museum Vehicles and Aircraft Displays August 4, 2017

National Museum of the United States Air Force

North American F-100D Super Sabre, Serial #55-3503
Lockheed F-104 Starfighter, Serial #55-2967
T-37B, Serial #67-22253
F-86D, Serial #52-3653

United States Navy

Chance Vaught F-8A Crusader, Serial #145349
Grumman F9F (F9F-8 or AF-9J), Cougar, Serial #Unknown
Grumman F11F-1 (F-11F) Tiger, Serial #141853
Douglas A-4C Skyhawk, Serial #17217
Douglas R4D-5 (SC-47H) Skytrain, Serial #17217
Fairchild C-119F Packet (Flying Boxcar), Serial #131688
Boeing NB-47E Stratojet, Serial #53-2104
Lockheed SP-2H, (SP-2E or P-2V) Neptune, Serial #128402
Lockheed T-33B Seastar (Shooting Star), Serial #137939
North American T-28C Trojan, Serial #140064
North American RA-5C Vigilante, Serial #151629
Boeing B-29 Super Fortress, Serial #46-2022
Beechcraft T-34B Mentor, Serial #144018
Lockheed F-80 Shooting Star, Serial #491872
Sikorsky SH-34J Helicopter, Serial #148002

City/PHAS Owned Items

Convair HC-131A Samaritan, Serial #52-5794
Douglas F-6A, Serial #134936
Republic F-84 Thunderjet, Serial #71562
Douglas A-26 Invader, Serial #44-35892
Vertol HC-21 Helicopter, Serial #53-4347
Bell 47-G 9OH13E) Helicopter, Serial #14941
Bell HU-1 Helicopter, Serial #72-21508
Beacon Tower
Prototype Air Cushion Research Vehicle (PTACV) Rohr, TTC#3446
Prototype Tracked Air cushion research Vehicle (TACRV or TLVR) Grumman, TTC#B41-1600
Prototype Linear Induction Motor Research Vehicle (LIMRV) Garrett – on loan to Pueblo
Railway Museum
1942 Ford Refueler, VIN#98RWH305747
1942 Stearman
1945 Ford Jeep Snow Cab, VIN#273954 (Donated by Pueblo County)
1952 Willys (M38) Jeep, VIN#60839? (donated by Pueblo County)

Other

McDonnell Douglas F-101A Voodoo, Serial #53-2418 – loaned to museum by private owner

BARGAIN AND SALE DEED

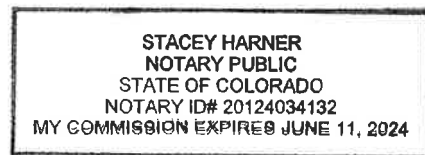
This Bargain and Sale Deed is made on 10-26-2023 between Pueblo Historical Aircraft Society, a Colorado nonprofit corporation, with a mailing address of 31001 Magnuson Avenue, Pueblo, CO 81001 (hereinafter referred to as "Grantor") and the City of Pueblo, a Municipal Corporation, with a mailing address of 1 City Hall Place, Attention: City Mayor, Pueblo, CO 81003 (hereinafter referred to as the "Grantee").

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (herein after referred to as the "Property") described below to the Grantee. This transfer is made in consideration of maintaining cultural assets and public necessities required to promote the educational, cultural, and economic attributes of the City and the general health and welfare of the citizens of Pueblo.
2. Property. The Property consists of a metal building with approximately 8,000 square feet located at the following address: 508 Skyway Street, Pueblo, CO 81001.
3. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise means that the Grantor has not allowed anyone else to obtain legal rights which would affect the Property.

Jeannie Sandidge
(Grantor) Jeannie Sandidge, President

10-26-2023
Date

State of COLORADO)
) S.S.
County of PUEBLO)



The foregoing was acknowledged before me this 26th day of October 2023, by Jeannie Sandidge, President of the Pueblo Historical Aircraft Society, a nonprofit corporation.

My commission expires: 6-11-2024

Stacey Harner
(Signature of Notary Public)

**AMENDMENT TO THE MANAGEMENT AGREEMENT FOR
PUEBLO WEISBROD AIRCRAFT MUSEUM**

THIS AMENDMENT ("Amendment") is entered into as of December 11, 2023, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "City", and the Pueblo Historical Aircraft Society, a Colorado nonprofit corporation, hereinafter referred to as the "Society" or "PHAS."

WITNESSETH:

WHEREAS, City and Society entered into An Agreement between the City of Pueblo, a Municipal Corporation, and Pueblo Historical Aircraft Society to Manage the Pueblo Weisbrod Aircraft Museum ("Management Agreement") dated August 28, 2017 for management and use of the Pueblo Weisbrod Aircraft Museum ("Museum") at the Pueblo Memorial Airport ("Airport");

WHEREAS, Society has built an annex building (the "Annex") near the Museum premises, and will use the Annex for the restoration of aircraft and other equipment;

WHEREAS, Society and City are desirous of amending the Management Agreement with respect to the Annex.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the City and the Society agree as follows:

- A. Society has constructed the Annex as a hangar on the property located near the Museum and known as 508 Skyway Street, Pueblo, Colorado 81001 ("Property"), described and detailed in the attached Exhibit A. City is the sole owner of the Property and maintains all rights and interest therein. Society agrees to perform all construction, functions, and obligations on its part to be performed under this Amendment in compliance with this Amendment and all applicable laws, ordinances, regulations, and resolutions now in effect or hereafter enacted. Society shall be fully responsible and liable for the construction and any amounts due to those employed by Society for the work, and shall defend and indemnify the City against the same. In consideration for Society constructing the Annex on the Property at its sole risk, Society may use the Annex and the Property as part of the Museum at no additional cost during the term of the Maintenance Agreement for the limited purpose of museum artifact construction and restoration, and equipment maintenance.
- B. Society shall perform and comply with the following obligations, restrictions, and limitations:
 - 1. Society, at its sole cost, expense, and risk, caused to be constructed and installed upon the Property the Annex and additional improvements, including but not limited to utility lines and landscaping, in accordance

with plans and specifications submitted by Society and approved by the City. All plans and specifications were approved by City prior to construction, including architectural approval, which consent was not unreasonably withheld or arbitrarily denied. The Annex and improvements were constructed in a good and workmanlike manner in accordance with applicable laws, ordinances, and building codes and pursuant to a building permit issued by the Regional Building Department. Society did not modify, alter, or improve the Annex or any structure or improvements upon the Property, whether now existing or hereafter constructed, without the prior written approval of City, which approval was not unreasonably or arbitrarily denied. Society may paint the Annex or any improvements on the Property with the approval of City.

2. All structures, fixtures, and other improvements hereafter constructed or erected by Society on the Property, including but not limited to the Annex, but excluding movable personal property, constitute a part of the Property and may not be removed from the land. Society acknowledges and agrees that fee simple title to these structures, fixtures, and improvements will vest in City immediately upon completed construction of the same or at such time as designated by City in its sole discretion, free of all liens and any other encumbrances. Notwithstanding the foregoing, City shall not be responsible for any construction defects in the Property, Annex, structures, fixtures, or other improvements erected by Society and shall have no obligation or responsibility to maintain, repair, or restore the same due to construction defects; all such obligation and responsibility shall be held by and remain with Society. Society shall maintain all landscaping on the property at its sole cost and expense, including but not limited to the maintenance of catch-basins and the clearing of litter and weeds.
3. Society shall not erect, paint, or maintain any signs whatsoever upon the Property without first securing the written consent of the City. Any such signs shall comply with all ordinances and regulations of the City and standards which might be developed by the Director of Aviation. All worn, faded, damaged, or outdated signs will be repaired or corrected by Society upon notice from the Director of Aviation.
4. Society covenants, warrants, and agrees to not permit any liens, including but not limited to mechanic's or material man's liens, to be filed against the Museum, Property, Annex, or any part or parcel thereof by reason of any work or labor performed or materials furnished by any contractor, subcontractor, mechanic, or material man. Society shall obtain lien releases and waivers from every contractor, subcontractor, mechanic, or material man performing work on the Museum, Property, and Annex. Society further covenants, warrants, and agrees to pay promptly when due all bills, debts, and obligations incurred by it in connection with its operations of the Museum, Property, and Annex, and not to permit the

same to become delinquent and to suffer no lien, mortgage, judgment, or execution to be filed against the Museum, Property, and Annex, and in no instance will a lien, mortgage, judgment, or execution be in any way an impairment to the rights of City.

5. Society acknowledges and agrees that the Museum, Property, and Annex are being made available "AS IS, WHERE IS, WITH ALL FAULTS" in their present condition. City makes no representations or warranties of any kind or character, express or implied, with respect to the Museum, Property, and Annex, including but not limited to, any warranty or representation as to suitability or fitness for a particular purpose, title, zoning, physical or environmental conditions, utilities, governmental approvals, the compliance of the Property with governmental and environment laws and regulations, the truth, accuracy or completeness of any document or other information provided to Society by City or any other person, or any other matter or thing regarding the Museum, Property, and Annex. During construction the City shall be under no obligation to maintain the Annex or any part thereof in a particular location or condition. During construction the City shall be under no obligation to insure the Annex or any part thereof, nor any personal property or equipment of Society. City will include the Annex and City's contents therein under City's usual insurance coverages upon execution of the Bargain and Sale agreement.
6. Society represents that it has inspected the Museum, Property, Annex, and other facilities and accepts the conditions of same and fully assumes the risk incident to the use thereof. The City shall not be liable to the Society for any damages or injuries to property, personnel, or volunteers of the Society which result from hidden, latent, or other dangerous conditions on the Museum, Property, Annex, or other facilities. Society's use of the Museum, Property, and Annex shall be conclusive evidence that Society accepts the Museum, Property, and Annex in their present condition and that the Museum, Property, and Annex are in good and satisfactory condition at the time such possession was taken.
7. The City reserves and retains for its officers, employees, and authorized representatives the right to enter the Museum, Property, and Annex after prior notice, for the purpose of inspecting and protecting the Museum, Property, and Annex and for doing any and all things which the City may deem necessary for the proper general conduct and operation of the Airport and Museum and in the exercise of the City's police power.
8. City reserves the right to grant and to take easements or rights of way in, under, over, and across the Museum, Property, and Annex, in which event, Society shall not be entitled to compensation for any damages, including for damage to Annex or loss of use of the Property. City will attempt to ensure such easements or rights of way will not impede,

prohibit, or infringe upon Society's ability to carry out its authorized uses of the Museum, Property, and Annex, but makes no guarantees as to such.

- C. Construction of the Annex has been completed by Society, the Annex and Property shall be considered part of the Museum and included within the term's definition for purposes of the Management Agreement. Including the Annex and Property within the definition of Museum will expand Society's rights and obligations under the Management Agreement. This shall include, but is not limited to, Society insuring the Annex in the same manner as the remainder of the Museum pursuant to the Management Agreement, providing janitorial services for the Annex, and ensuring FAA and TSA compliance. Society will obtain sufficient insurance to cover all of its possessions and the historical artifacts, including but not limited to those kept in the Annex. Pueblo Regional Building Department issued a certificate of occupancy on January 18, 2023, prior to any use by Society.
- D. This Amendment and the terms hereof shall become effective as of January 1, 2021 and shall continue for the term of the Management Agreement. Upon termination or expiration of the Management Agreement, Society's use and management of the Annex shall also terminate, and Society shall have no right or interest therein. Upon expiration or termination of the Management Agreement, this Amendment shall also terminate and ownership of any structures, fixtures, or other improvements on the Property shall automatically vest in City, and City shall have sole interest and ownership of the same.
- E. Society may only use the Annex and Property for museum artifact construction and for the restoration and maintenance of aircraft and other historical equipment for which Society is responsible. Society may not use the Annex or Property for any other purpose, including but not limited to commercial repair services, personal residence, or to host events. Society shall not allow the public to access the Annex and Property. Provided however, Society may use the Annex other than for restoration or maintenance (i) with the prior written approval of the Director of Aviation (ii) upon the condition that no person is permitted access unless escorted by a Society member and (iii) adequate insurance, approved by the Director of Aviation, is in place for any special event.
- F. Maintenance and repair of the Annex and Property for any construction defects shall be at Society's sole cost and expense, including but not limited to roofs and doors.
- G. Society shall not leave property, intended for repair or maintenance, including but not limited to airplanes, vehicles, and other equipment, outside of the Annex. All such property must be stored within the Museum or Annex. Society may maintain exterior exhibits approved by the Director of Aviation. Should property intended for restoration or maintenance or not approved as an exhibit be left outside of the buildings by Society, the Director of Aviation may direct Society to

immediately move the property. If Society fails to do so, Society may be issued a citation for failure to comply with the Director's orders and police action may be taken. Society shall not obtain more property and equipment than there is storage area within the Museum and Annex. Director may require Society to install a screened fence around the Annex or Property at Society's sole cost and expense. The Director of Aviation may direct Society on how it is to use the Museum, Annex, and Property, in matters related to airport safety, security, and operations and Society shall immediately comply with any such direction.

- H. Society agrees to indemnify, defend, and save the City, its agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of acts of the Society, its agents, employees, or servants or through any injury or casualty occurring at the Annex, Property, and Museum.
- I. The following environmental provisions apply to the Museum, Annex, and Property:
 - 1. For the purpose of this Amendment and the Management Agreement, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States government and shall include, but not be limited to: (i) substances defined as "hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any applicable federal, state, or local law or regulation ("Environmental Regulations"); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum based products; and (v) lead.
 - 2. Society will comply with Environmental Regulations that are applicable to Society and its construction and use of the Museum, Annex, and Property. No activity shall be undertaken by Society, its guests, employees, agents, contractors, or subcontractors, on all or any portion of the Museum, Annex, and Property which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Museum, Annex, and Property in violation of any Environmental Regulations; (ii) any portion of the Museum, Annex, and Property to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et

seq.

3. Except to the extent City is covered by an insurance policy, Society agrees to defend, indemnify, and forever hold harmless City, and its officers, employees, agents, successors, and assigns, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, characterization, remediation and cleanup costs, incurred by reason of the construction, use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the Museum, Annex, and Property, or any part thereof, by Society, its employees, agents, guests, contractors and subcontractors.
-
- J. No structural changes or alterations to the Museum, Annex, Property, or other new structures or improvements shall be constructed, made, or placed without prior written approval of City. Any non-structural changes or alterations to the Museum that are discussed with and approved by the Director of Aviation will be followed with a letter of approval by the Director of Aviation within ten (10) days, at which time such non-structural changes may be commenced in compliance with said approval. Society shall notify City of completion of such non-structural changes or alterations within thirty (30) days.
 - K. The relationship between City and Society is purely contractual. Society shall perform its duties hereunder as an independent contractor and not as an employee or agent of the City. Neither Society nor any officer, employee, agent, volunteer, or contractor of Society shall be, or be deemed to be, an employee or agent of the City. No leasehold interest is created in favor of the Society. Society shall pay when due all required employment and withholding taxes before they become delinquent. Society shall have no authorization, express or implied, to bind the City to any agreement, liability or understanding. Society acknowledges and agrees that Society and its employees and volunteers are not entitled to unemployment insurance or workers' compensation benefits unless Society provides such coverage and benefits, and that City does not pay for or otherwise provide such coverage and benefits.
 - L. With regards to the Annex and Property, the City does not release nor discharge Society from any claims, liability, or damage caused by or arising from any hazard or occurrence, regardless of the cause of damage or loss.
 - M. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Museum, Annex, and Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using such airspace or landing at, taking off from, or operating on Airport.
 - N. During the term of the Management Agreement, Society covenants and agrees

to pay promptly all valid taxes and other government charges of whatever nature assessed against or applicable to the Museum, Property, and Annex, or Society or Society's property or operations thereon, including, but not limited to, property taxes on the constructed Annex, sales and use taxes, and possessory interest real estate taxes.

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

Executed the day and year first above written.

[SEAL]

CITY OF PUEBLO, A MUNICIPAL
CORPORATION

ATTEST: _____
City Clerk

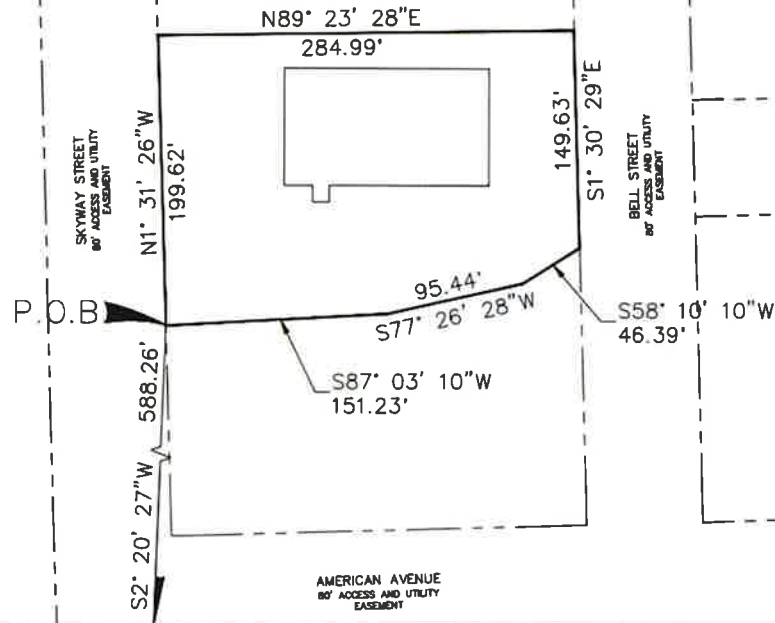
By: _____
Nicholas A. Gradisar, Mayor

PUEBLO HISTORICAL AIRCRAFT
SOCIETY, A COLORADO
NONPROFIT CORPORATION

ATTEST: Stacey Danner

By: Hannie Sandberg
President

EXHIBIT A **508 SKYWAY STREET - PARCEL A**



Description

A parcel of land located within a portion of Parcel H of Pueblo Memorial Airport Industrial Park Subdivision, located in the SE 1/4 of the NE 1/4 of Section 25, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

Parcel A

BEGINNING at a point from which the monument found at the intersection of Skyway Street and Magnuson Avenue bears S 2° 20' 27" W a distance of 588.26 feet (bearings based on the monument found at the intersection of Skyway Street and Atlas Avenue to the monument found at the intersection of Skyway Street and Magnuson Avenue to bear N 1° 31' 26" W, with all bearings contained herein being relative thereto); thence N 01° 31' 26" W a distance of 199.62 feet; thence N 89° 23' 28" E a distance of 284.99 feet; thence S 1° 30' 29" E a distance of 149.63 feet; thence S 58° 10' 10" W a distance of 46.39 feet; thence S 77° 26' 28" W a distance of 95.44 feet, thence S 87° 03' 10" W a distance of 151.23 feet to the POINT OF BEGINNING.

Area = 1.23 Acres (53,386 S.F.) more or less.

SHEET 1 OF 1



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 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

SUBJECT: AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2024

SUMMARY:

This Ordinance reflects the authorized departmental staffing for Fiscal Year 2024.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No. 10363 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2023.

BACKGROUND:

This Ordinance reflects the authorized departmental staffing total of 855 for 2024. The staffing ordinance reflects the following new FTEs added to the 2024 budget that were not previously authorized in staffing.

<u>Classification</u>	<u>Department</u>
1. Administrative Assistant	City Council
2. Grant Coordinator/Financial Empowerment	Mayor
3. Outdoor Recreation Administrator	Mayor
4. Community Outreach Specialist	Fire
5. Fleet Service Writer	Fleet
6. Sr. Integration Administrator	Information Technology
7. Sr. Media Systems Administrator	Information Technology
8. Probation Officer	Municipal Court
9. Mason	Parks & Recreation
10. Park Ranger	Parks & Recreation
11. Program Coordinator/El Centro del Quinto Sol	Parks & Recreation
12. Real Time Crime Center Technician	Police
13. Real Time Crime Center Technician	Police
14. Real Time Crime Center Technician	Police
15. Real Time Crime Center Technician	Police
16. Abatement Worker	Police/Code Enforcement
17. Abatement Worker	Police/Code Enforcement

18. Utility Locate Technician
19. GPS Technician

Stormwater
Stormwater

Funding was restored to the following existing vacancy in the 2024 budget. This change does not represent additional positions.

Funding Restoration	Department
1. Office Assistant/Property & Evidence Technician	Police

There were also several changes to better reflect the level of responsibilities and duties being performed through retitling, reclassifying, or converting positions. Changes will become effective January 1, 2024, if this ordinance is passed. These represent changes in classification or title only, not new additional positions or staff.

Title	Action	Department
1. Accounting Technician III	Reclass to Accounting Tech IV	Finance
2. Accounting Technician III	Reclass to Accounting Tech IV	Finance
3. Program Coord/Horticulture	Reclass to Horticulture Specialist	Parks & Recreation
4. Office Assistant	Reclass to Sr. Office Assistant	Planning
5. Inspector/WW	Convert to WW Compliance Officer	Wastewater
6. Associate Engineer II/WW	Convert to Civil Engineer/WW	Wastewater
7. Office Assistant/Court Tech	Reclass to Court Technician	Municipal Court
8. Office Assistant/Court Tech	Reclass to Court Technician	Municipal Court
9. Office Assistant/Court Tech	Reclass to Court Technician	Municipal Court
10. Office Assistant/Court Tech	Reclass to Court Technician	Municipal Court
11. Office Assistant/Court Tech	Convert to Court Technician	Municipal Court
12. Probation Case Manager	Title Change to Probation Officer	Municipal Court

The following positions are included in the authorized staffing numbers for 2024, but do not have funding associated with them.

Vacant/Unfunded	Department
1. Deputy Mayor	Mayor's Office
2. Assistant Director/Info Technology	Information Technology
3. Parking Enforcer	Parking
4. Parks Manager	Parks and Recreation
5. Utility Worker/Park Caretaker I	Parks and Recreation
6. Ice Arena Manager	Parks and Recreation
7. Director of Planning	Planning & Comm. Development
8. Office Assistant	Police
9. Police Deputy Chief	Police
10. Equipment Operator II	Public Works
11. Equipment Operator II	Public Works
12. Equipment Operator I	Public Works
13. Equipment Operator I	Public Works
14. Equipment Operator I	Public Works
15. Equipment Operator I	Public Works
16. Sr. Traffic Signal Technician	Public Works
17. Sr. Traffic Signal Technician	Public Works
18. Director Stormwater	Stormwater

FINANCIAL IMPLICATIONS:

The costs associated with the staffing levels included in this Ordinance have been authorized and approved in the 2024 Budget as approved by ordinance on November 27, 2023.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

There are no alternatives to this Ordinance. If this Staffing Ordinance does not receive approval by City Council, there will not be an accurate staffing count available to City Administration and Department Heads.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2024 Staffing_ORDINANCE ONLY

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO
DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR
THE FISCAL YEAR 2024

WHEREAS, the Mayor has determined that the following staffing plan for the City Departments best meets the needs of the City; and

WHEREAS, the City Financial Plan (Budget) authorizes the positions as included in the staffing plan.

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

SECTION 1.

The following positions shall be authorized for FY 2024:

City Council

City Council President	1
City Council Member	6
Administrative Assistant	1
Total	8

Mayor's Office

Mayor	1
Chief of Staff	1
Deputy Mayor	1
Administrative Assistant	1
Director/Just Transitions Program	1
Director/Public Affairs	1
Food Project Coordinator	1
Grant & Resource Development Administrator	1
Grant Coordinator/Financial Empowerment	1
Internal Auditor	1
Outdoor Recreation Administrator	1
Secretary to the Mayor	1
Total	12

City Clerk

City Clerk	1
Deputy City Clerk	1
Licensing Coordinator	2
Municipal Records & Technical Coordinator	1

Senior Office Assistant	1
Total	6

Civil Service

Civil Service Administrator	1
Civil Service Commissioner	3
Civil Service Analyst	1
Marketing and Recruiting Specialist	1
Total	6

Finance

Director of Finance	1
Accountant I	2
Accountant II	4
Accounting Manager	1
Accounting Technician II	2
Accounting Technician IV	4
Administration Technician	1
Assistant Accounting Manager	1
Budget Analyst	1
Grants Analyst	1
Payroll Coordinator	1
Senior Tax Auditor	1
Tax Audit Manager	1
Tax Auditor I	3
Tax Auditor II	2
Tax Compliance Technician	2
Total	28

Fire

Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	3
Fire Captain	33
Emergency Medical Officer	31
Fire Engineer	36
Fire Inspector	3
Firefighter	44
Administrative Technician	1
Community Risk Reduction Coordinator	1
Community Outreach Specialist	1
Senior Office Assistant	1
Total	157

Fleet Maintenance

Fleet Superintendent	1
Shops Supervisor	1
Auto Mechanic	6
Fleet Service Writer	1
Parts Clerk	2
Senior Office Assistant	1
Total	12

Human Resources

Director of Human Resources	1
Assistant Director/Human Resources	1
Administrative Technician	1
HR Analyst I	2
HR Analyst II	1
Senior HR Analyst	1
Total	7

Information Technology

Director of Information Technology	1
Assistant Director of Information Technology	1
Business Systems Analyst	2
Communications Supervisor	1
GIS Specialist I	1
Media Systems Administrator	1
Media Systems Specialist	1
PC Network Technician	2
Radio Technician / Radio Technician II	3
Senior GIS Administrator	1
Senior Integration Administrator	1
Senior Media Systems Administrator	1
Senior Network Administrator	1
Senior PC Network Technician	1
Senior Security Administrator	1
Senior System Administrator	1
System Administrator	1
Total	21

Law Department

City Attorney	1
Deputy City Attorney	1
Assistant City Attorney I	3
Assistant City Attorney II	1
Assistant City Attorney III	1

Legal Assistant	1
Legal Support Assistant	1
Total	9

Memorial Airport

Director of Aviation	1
Administrative Technician	1
Airport Operations/Maintenance Supervisor	1
Airport Operations/Maintenance Worker/Airport Operations/Maintenance Specialist	8
Aviation Security/Contracts Coordinator	1
Senior Airport Operations/Maintenance Specialist	2
Total	14

Municipal Court

Municipal Court Judge	1
Court Administrator	1
Community Service Coordinator	1
Community Service Specialist	1
Court Marshal	1
Court Technician II	1
Lead Court Technician	2
Court Technician	5
Probation Officer	2
Total	15

Parking

Parking Enforcer	2
Total	2

Parks and Recreation

Director of Parks	1
Assistant Director of Parks and Recreation	1
Administrative Technician	1
Equipment Operator IV	1
Gardener	1
Horticulture Specialist	1
Ice Arena Manager	1
Mason	1
Office Assistant/Parks & Rec Tech	1
Park Caretaker II	2
Park Caretaker II - Irrigation	5
Park Caretaker II-Playground Inspector	1
Park Ranger	2
Parks Area Crew Leader	2

Parks Maintenance Mechanic	4
Parks Manager	1
Parks Senior Mechanic / Welder	1
Parks Supervisor	1
Program Coordinator – Aquatics	1
Program Coordinator – El Centro Del Quinto Sol	1
Program Coordinator – Forestry	1
Program Coordinator - Ice Arena	1
Program Coordinator – Marketing	1
Program Coordinator – Park Ranger	1
Program Coordinator – Sports	1
Recreation Supervisor	1
Senior Office Assistant	1
Trash Removal Coordinator	1
Utility Worker / Park Caretaker I	11
Total	49

Planning & Community Development

Director of Planning & Community Development	1
Assistant Mayor/Community Investment	1
Administrative Technician	2
CDBG/HOME & Housing Administrator	1
Community Development Specialist	1
Housing/Community Development Coordinator II	1
Land Use Technician	2
MPO Manager	1
Planner	3
Principal Planner	1
Program Coordinator/Housing	1
Senior Office Assistant	1
Senior Planner	3
Transportation Planning Technician	1
Total	20

Police

Police Chief	1
Police Deputy Chief	3
Police Captain	8
Police Sergeant	25
Police Corporal	55
Police Patrol Officer	115
Abandoned Vehicle Coordinator	1
Abatement Worker	2
Administrative Technician	2

Building Custodian	1
Code Enforcement Manager	1
Code Enforcement Officer	9
Community Service Officer	6
Crime Analyst	1
Dispatch Manager	1
Dispatch Training Coordinator	1
Emergency Services Dispatcher	24
Emergency Services Dispatcher Supervisor	3
Office Assistant/ Police Records Technician	11
Office Assistant/Investigations Technician	1
Office Assistant/Police Services Technician	1
Office Assistant/Property & Evidence Technician	3
Police Payroll Technician	2
Police Records Manager	1
Real Time Crime Center Technician	4
Senior Office Assistant	8
Social Media Specialist	1
Total	291

Police-Safety Tax

Police Sergeant	4
Police Patrol Officer	20
Total	24

Public Works - Engineering

Director of Public Works	1
Deputy Director Public Works	1
Administrative Technician	2
Associate Engineer I	3
Associate Engineer II	2
Associate Field Engineer	3
Civil Engineer/Public Works	1
Construction Manager	1
Construction Inspector	4
Engineering Manager	1
Public Works Asset Coordinator	1
Public Works Projects Coordinator	1
Senior Planner	1
Survey Party Chief	1
Surveyor	1
Total	24

Public Works - Public Buildings

Facilities Maintenance Superintendent	1
Carpenter	2
Electrician	1
HVAC Technician	2
Painter	2
Plumber	1
Senior Facilities Maintenance Technician	1
Total	10

Public Works - Solid Waste

Solid Waste Coordinator	1
Utility Worker/Equipment Operator I	1
Total	2

Public Works - Street Cleaning

Equipment Operator II	2
Sweeper Operator	4
Total	6

Public Works - Streets Division

Area Crew Leader	2
Equipment Operator II	3
Equipment Operator IV	6
Street Maintenance Supervisor	1
Streets Maintenance Mechanic	1
Utility Worker / Equipment Operator I	11
Total	24

Public Works - Traffic Control

Senior Traffic Signal Technician	2
Traffic Control Supervisor	1
Traffic Control Utility Worker II	2
Traffic Control Utility Worker III	1
Traffic Signal Technician	3
Traffic Signs & Marking Specialist	2
Total	11

Public Works - Transportation

Traffic Engineer	1
Administrative Technician	1
Civil Engineer/Transportation	1
Traffic Engineer Analyst	1
Total	4

Purchasing

Director of Purchasing	1
Purchasing/Contracts Administrator	1
Purchasing/Contracts Coordinator	1
Purchasing Specialist	1
Total	4

Stormwater

Director of Stormwater	1
Administrative Technician	1
Associate Engineer I Stormwater	2
Associate Engineer II Stormwater	1
Civil Engineer/ Drainage	2
Equipment Operator II	4
Equipment Operator IV	3
GPS Technician	1
Inspector/Stormwater	1
MS4 Permit Coordinator	1
Permit Compliance Specialist - SW	1
Stormwater Coordinator	1
Stormwater Crew Leader	1
Stormwater Engineering Manager	1
Stormwater Utility Maintenance Supervisor	1
Utility Locate Technician	1
Utility Worker/Equipment Operator I	4
Total	27

Wastewater Administration

Director of Wastewater	1
Accountant II	1
Regulatory Compliance Specialist	1
WW Compliance Officer	1
Senior Office Assistant	1
Total	5

Wastewater-Collection

WW Collection Supervisor	1
WW Utility Worker/WW Utility Worker I/ WW Utility Worker II/WW Utility Worker III/ WW Utility Worker IV	16
Total	17

Wastewater-Engineering

Associate Field Engineer	1
Civil Engineer – Wastewater	2
Inspector/WW	1
WW Data Technician	1
WW Data Technician II	1
WW Engineering Manager	1
Total	7

Wastewater-Treatment Plant

Administrative Technician	1
Assistant WWTP Superintendent	1
Lab Analyst II	1
Lab Analyst III	2
Laboratory Pretreatment Specialist	2
Permit Compliance Specialist - WW	1
Pretreatment Compliance Technician	1
Pretreatment Manager	1
SCADA Administrator	1
Senior WWTP Maintenance Mechanic	2
Wastewater Operator A	5
WRF Worker/WRF Worker I/WRF Worker II/WW Operator B	7
WW Instrument & Controls Specialist	1
WW Maintenance Coordinator	1
WW Maintenance Supervisor	1
WWTP Inventory Control Specialist	1
WWTP Lab Supervisor	1
WWTP Maintenance Mechanic	2
WWTP Superintendent	1
Total	33

GRAND TOTAL **855**

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 effectuate and transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2024 Budget with respect to the number and allocation of positions within Departments and shall become effective January 1, 2024.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 27, 2023.

Final adoption of Ordinance by City Council on December 11, 2023.

President of City Council

Action by the Mayor:

- ☐ Approved on _____.
- ☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST:

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 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

SUBJECT: AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2024.

SUMMARY:

This Ordinance amends the current classification and pay plan to reflect 2024 wages for General Service, Fire, Police, Management, Appointed and unclassified part-time employees to include the increase in the minimum wage for unclassified part-time employees due to the State minimum wage increase, effective January 1, 2024.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No.10365 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2023.

BACKGROUND:

Section 8-8 of the City Charter titled Pay Schedule requires that the Personnel (Human Resources) Director provide a uniformed schedule of pay for the classified service, approved by the Mayor, and submitted to City Council. The 2024 wages have been determined by Collective Bargaining Agreements between the City of Pueblo and the Pueblo Association of Government Employees (General Service), International Association of Firefighters Local #3 (Fire) and International Brotherhood of Police Officers #537 (Police) and are reflected within the Pay Schedule.

The following wage increases will take effect January 1, 2024, by employee group, if this ordinance is approved:

Fire – International Association of Firefighter Local #3 –7.3% increase for all steps of all ranks. Step increases within the range, as applicable, based on seniority will occur in 2024 as scheduled.

Police - International Brotherhood of Police Officers #537 (Police) – 5.3% increase for all steps of all ranks. Step increases within the range based on seniority will occur in 2024 as scheduled.

General Service – Pueblo Association of Government Employees –5.3% increase for all steps of all classifications with the exception of those enumerated classifications included in the 2024 contract amendment approved by City Council October 23, 2023. Step increases within the range based on seniority will occur in 2024 as scheduled.

Management and Appointed - 5.3% increase for all merit steps and ranges, in general, for management and appointed positions. Any additional merit increases as determined by Mayor.

Unclassified Temporary and Seasonal Staff - Section 6-5-18 sets forth the rate of pay of unclassified part-time employees of the City and is updated to reflect the change in pay rate for 2024. The City of Pueblo follows Federal minimum wage guidelines and/or the State of Colorado minimum wage, whichever is greater. The Colorado Minimum Wage is scheduled to increase from \$13.65 per hour to \$14.42 per hour effective January 1, 2024.

FINANCIAL IMPLICATIONS:

The salary schedules and related wage increases in this Ordinance were considered in the 2024 Budget and were approved by City Council on November 27, 2023.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

There are no alternatives to this Ordinance. Section 8-8 of the City Charter requires that the Personnel (Human Resources) Director provide a uniform schedule of pay approved by the Mayor and City Council and must comply with applicable minimum wage laws. The uniformed schedule of pay must be posted for all current and future City employees to view and is a public record.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FINAL SALARY ORDINANCE 2024_ORD ONLY

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5,
OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE
CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2024

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted,
underscore indicates matter being added)

SECTION 1.

Section 6-5-16 of Chapter 5, of Title VI, of the Pueblo Municipal Code is hereby repealed in its entirety
and re-enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

- A. The classification and pay range for all bargaining unit employees of the City effective January 1, 2024;
- B. The classification and pay range for all non-bargaining unit employees of the City effective January 1, 2024;
- C. The pay range for all unclassified employees of the City effective January 1, 2024.

**[CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – GENERAL SERVICE (NON-EXEMPT)
2023**

<i>CLASS TITLE</i>	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
(A) GENERAL SERVICE										
Accountant I	5709.55	5850.05	6128.24	6409.19	6546.89	6619.24	6705.45	6793.08	6879.32	7092.58
Accounting Technician II	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Accounting Technician III	3277.76	3358.61	3518.91	3682.10	3760.14	3870.45	3960.10	4064.96	4169.81	4308.47
Accounting Technician IV	3631.50	3723.31	3902.73	4087.74	4176.76	4294.27	4350.98	4410.53	4470.07	4653.24
Administrative Technician	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Airport Ops/Maintenance Specialist	3937.52	4041.78	4149.18	4259.79	4373.73	4491.07	4611.94	4736.44	4864.67	5030.56
Airport Ops/Maintenance Worker	3325.52	3411.42	3495.95	3666.45	3832.62	3917.15	3960.11	4011.73	4066.13	4151.52
Area Crew Leader	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Associate Engineer I	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Associate Engineer II	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Associate Engineer II - SW	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Associate Engineer II - WW	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Associate Field Engineer	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Auto Mechanic	4073.81	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Aviation Operations Technician	3525.81	3612.03	3788.69	3963.95	4052.97	4166.62	4221.94	4277.27	4333.96	4653.24
Aviation Security/Contracts Coordinator	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82

<i>CLASS TITLE</i>	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
(A) GENERAL SERVICE CONTINUED...										
Building Custodian	2574.25	2658.87	2743.52	2828.19	2912.84	2997.50	3082.15	3166.77	3251.42	3381.16
Business Systems Analyst	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Carpenter	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Civil Service Analyst	4251.88	4361.74	4578.73	4798.49	4907.00	4962.64	5030.80	5098.94	5167.11	5337.17
Civil Service Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Code Enforcement Officer	3644.02	3737.23	3918.04	4103.02	4194.83	4240.73	4297.76	4354.78	4411.81	4558.27
Community Development Specialist	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Community Risk Reduction Coordinator	3771.63	3868.74	4060.30	4254.88	4350.38	4397.28	4459.91	4517.64	4580.07	4730.76
Community Service Coordinator	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Community Service Officer	4016.79	4120.21	4324.22	4531.45	4633.15	4683.10	4749.80	4811.28	4877.78	5038.26
Community Service Specialist	3277.76	3358.61	3518.91	3682.10	3760.14	3870.45	3960.10	4064.96	4169.81	4308.47
Court Marshal	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5475.52
Court Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
Court Technician II	3394.68	3464.70	3640.38	3849.10	3928.24	3978.59	4052.15	4121.43	4201.79	4344.76
Dispatch Training Coordinator	4243.18	4379.92	4516.66	4653.44	4790.21	5070.45	5211.21	5351.96	5492.69	5776.24
Electrician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Emergency Services Dispatch Supervisor	5261.51	5427.98	5594.45	5760.90	5927.37	6260.03	6431.05	6602.03	6773.05	7074.94
Emergency Services Dispatcher	3894.94	4031.68	4168.42	4305.20	4441.97	4712.07	4852.83	4993.58	5134.30	5411.10
Equipment Operator I	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	3961.16	4011.23	4147.63
Equipment Operator II	3504.95	3591.19	3766.42	3941.69	4069.62	4111.76	4166.56	4222.75	4278.93	4752.81
Equipment Operator IV	4005.58	4106.30	4310.59	4514.92	4686.30	4738.14	4800.07	4843.74	4906.83	5446.08
Fire Support Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Gardener	3680.19	3773.38	3957.00	4143.36	4236.56	4299.24	4357.96	4416.69	4473.97	4623.00
GIS Specialist I	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Housing/Comm. Dev. Coordinator II	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
HR Records Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
HVAC Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Inspector/Construction	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Inspector/Stormwater	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Inspector/Streets	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Inspector /Wastewater	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Lab Analyst	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Lab Analyst II	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Lab Analyst III	5278.36	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Lab Pretreatment Specialist	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Land Use Technician	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.95	4883.34	4947.34	5112.82
Law Department Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Lead Code Enforcement Officer	4016.79	4120.21	4324.22	4531.45	4633.15	4683.44	4749.80	4811.28	4877.78	5038.26
Lead Court Technician	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Legal Support Assistant	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Licensing Coordinator	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.95	4961.39	5027.33	5397.81

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE CONTINUED...										
Marketing and Recruitment Specialist	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Media Systems Administrator	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Media Systems Specialist	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Municipal Records Tech/Coordinator	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Office Assistant	2962.82	3032.31	3175.50	3320.13	3389.60	3426.49	3471.86	3514.41	3559.77	3682.00
Painter	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Parks Area Crew Leader	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Park Caretaker I	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	3961.16	4011.23	4147.63
Park Caretaker II	3504.95	3591.19	3766.42	3941.69	4069.62	4111.76	4166.56	4222.75	4278.93	4752.81
Park Caretaker II - Irrigation	3680.19	3773.38	3957.34	4143.36	4278.93	4342.24	4401.54	4460.83	4518.71	5015.95
Park Caretaker II - Playground	3680.19	3773.38	3957.34	4143.36	4278.93	4342.24	4401.54	4460.83	4518.71	5015.95
Park Ranger	3644.02	3737.23	3918.04	4103.02	4194.83	4240.73	4297.76	4354.78	4411.81	4558.27
Parking Enforcer	3223.98	3303.24	3460.42	3620.40	3696.90	3742.78	3787.31	3835.99	3884.69	4019.23
Parks & Rec Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Parks Maintenance Mechanic	4005.58	4106.30	4310.59	4514.92	4663.22	4714.80	4776.43	4843.74	4906.83	5446.08
Parks Senior Mechanic/Welder	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5910.42
Parts Clerk	3223.98	3303.24	3460.42	3620.40	3696.90	3742.78	3787.31	3844.06	3932.59	4054.95
Pavement Management Technician	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Payroll Coordinator	4570.77	4688.87	4922.13	5158.38	5275.02	5334.84	5408.11	5481.36	5554.64	5977.63
PC Network Technician	3854.58	3975.18	4095.75	4216.35	4336.94	4457.54	4578.12	4698.74	4819.34	4973.73
PD Investigations Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
PD Records Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
Permit Compliance Specialist - SW	5278.37	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Permit Compliance Specialist - WW	5278.37	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Planner	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Plumber	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Police Payroll Technician	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Police Services Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Pretreatment Compliance Technician	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Probation Case Manager	4550.92	4669.13	4913.94	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Program Coordinator - Aquatics	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Forestry	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Horticulture	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Housing	4016.79	4120.21	4324.22	4531.45	4633.15	4683.10	4749.80	4811.28	4877.78	5038.26
Program Coordinator - Ice Arena	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Marketing	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Park Ranger	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Sports	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Property/Evidence Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
Purchasing/Contract Coordinator	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Purchasing Specialist	3585.62	3673.56	3853.78	4032.54	4123.32	4239.24	4295.68	4352.10	4409.94	4734.92
Public Works Asset Coordinator	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Public Works Projects Coordinator	5738.26	5589.21	6192.78	6496.60	6646.52	6724.85	6818.59	6913.78	7007.50	7232.45

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE CONTINUED...										
Radio Technician	3680.19	3773.38	3957.00	4143.36	4236.56	4299.24	4357.96	4416.69	4473.97	4623.00
Radio Technician II	4232.17	4400.58	4569.01	4737.43	4905.87	5074.24	5242.66	5411.12	5579.53	5781.74
Social Media Specialist	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Solid Waste Coordinator	4375.67	4489.67	4716.42	4940.37	5054.44	5111.47	5182.39	5253.34	5322.90	5498.06
Sr. Airport Ops/Main. Specialist	4479.99	4600.53	4724.68	4852.56	4984.28	5119.94	5259.68	5403.61	5551.85	5738.36
Sr. Facilities Maintenance Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Sr. Office Assistant	3703.87	3795.23	3976.37	4160.78	4248.95	4528.42	4633.31	4756.01	4878.68	5213.25
Sr. PC Network Technician	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Sr. Planner	5278.36	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Sr. Traffic Signal Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Sr. WWTP Maintenance Mechanic	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Stormwater Crew Leader	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Streets Maintenance Mechanic	4005.58	4106.30	4310.59	4514.92	4663.22	4714.80	4776.43	4843.74	4906.83	5446.08
Survey Party Chief	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Survey Party Chief LS	4886.14	5002.96	5242.21	5482.82	5601.08	5660.87	5737.34	5811.08	5889.02	6072.34
Surveyor	3712.19	3805.37	3991.76	4178.16	4271.33	4318.61	4375.67	4436.88	4493.90	4644.54
Sweeper Operator	3830.43	3927.79	4119.74	4314.45	4454.53	4503.70	4566.93	4625.94	4686.35	5204.44
Systems Administrator	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Tax Auditor	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Tax Auditor II	5709.55	5850.05	6128.24	6409.19	6546.89	6619.24	6705.45	6793.08	6879.32	7092.58
Tax Compliance Technician	3854.58	3975.18	4095.75	4216.35	4336.94	4457.54	4578.12	4698.74	4819.34	4973.73
Traffic Control Utility Worker II	3504.95	3591.19	3766.42	3941.69	4029.33	4071.05	4125.30	4180.94	4236.56	4380.47
Traffic Control Utility Worker III	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Traffic Engineering Analyst	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Traffic Signal Technician	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Traffic Signs/Mrkg. Specialist	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Transportation Planning Technician	3631.50	3723.31	3902.73	4087.74	4176.76	4222.66	4278.30	4336.72	4395.12	4653.24
Trash Removal Coordinator	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Utility Worker	3218.41	3271.27	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	4044.62
Utility Worker III	4251.88	4361.74	4578.73	4798.49	4907.00	4962.64	5030.80	5098.94	5167.11	5337.17
Water Reclamation Worker	3218.41	3271.27	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	4044.62
Water Reclamation Worker I	3504.95	3591.19	3766.42	3941.69	4029.33	4071.05	4125.30	4180.94	4236.56	4380.47
Water Reclamation Worker II	3631.50	3723.31	3902.73	4087.74	4176.76	4222.66	4278.30	4336.72	4395.12	4541.34
WW Data Technician	4251.88	4361.74	4578.73	4798.49	4907.00	4962.64	5030.80	5098.94	5167.11	5337.17
WW Data Technician II	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
WW Instrument/Control Specialist	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
WW Inventory/Control Specialist	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
WW Maintenance Coordinator	4630.34	4802.60	4974.82	5090.68	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
WW Operator A	5180.62	5315.86	5383.48	5586.34	5721.58	5856.82	5992.06	6127.30	6262.53	6429.50
WW Operator B	3952.58	4055.77	4258.98	4463.37	4564.90	4616.32	4679.63	4744.35	4808.72	4970.17
WW SCADA Coordinator	5278.36	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
WW Utility Worker	3218.41	3271.27	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	4044.62
WW Utility Worker I	3491.79	3577.96	3751.77	3921.18	4007.35	4051.14	4103.75	4159.22	4211.80	4355.01
WW Utility Worker II	3715.25	3806.66	3992.41	4217.16	4271.09	4315.32	4372.82	4431.80	4490.75	5037.93
WW Utility Worker III	4213.15	4318.83	4533.12	4747.46	4854.58	4908.19	4972.21	5042.11	5107.61	5277.43
WW Utility Worker IV	4549.51	4667.06	4899.24	5134.38	5250.48	5310.02	5382.95	5455.86	5528.80	5710.78
WWTP Maintenance Mechanic	3937.52	4036.28	4236.56	4436.88	4536.99	4587.09	4646.92	4712.25	4773.47	4932.18

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – FIRE (NON-EXEMPT)
2023

CLASS TITLE						
(A) FIRE						
Assistant Fire Chief *	10117.99					
Emergency Medical Officer *	7419.86					
Fire Captain * ¹	8768.92					
Fire Engineer* ²	7217.50					
Fire Inspector	7554.76					
CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter * ³	4978.10	5389.98	5442.16	5601.93	5709.48	6745.33

* Denotes a 56-Hour Work Week.

¹ 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 Firefighter. 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 Firefighter plus an additional \$550.

² 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. Fire Engineers hired on or after January 1, 2018 who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EMT-I Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said monthly stipend.

³ Firefighters assigned to Focus Response Unit (FRU) shall be a Group B Firefighter. They shall be allowed to work OT within the FRU classification when approved by the Chief or his/her designee.

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – POLICE (NON-EXEMPT)
2023

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) POLICE										
Police Corporal	7001.88	7001.88	7001.88	7104.51	7104.51	7208.72				
Police Patrol Officer	4844.82	5340.26	5656.18	6138.04	6328.22	6426.51	6521.62	6619.95	6713.42	6899.79
Police Sergeant	8038.48	8117.23	8194.21	8274.55	8391.75					

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – CLASS B
2023

<i>CLASS TITLE</i>	<i>BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>					
(B) ADMINISTRATIVE							
Accountant II	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Accounting Manager	8152.69	8397.24	8649.18	8908.59	9175.87	9451.09	9734.73
Administrative Assistant	5213.37	5390.59	5599.69	5791.23	5982.77	6180.73	6383.44
Airport Ops/Maintenance Supervisor	5907.99	6085.22	6267.78	6455.81	6649.49	6848.96	7054.43
Assistant Accounting Manager	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.86
Assistant Director/Human Resources	7640.13	7898.51	8199.40	8478.23	8755.36	9040.92	9336.70
Assistant Director/Info Technology	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Assistant Director/Parks & Recreation	8845.59	9064.67	9289.27	9590.15	9970.49	10366.06	10792.41
Assistant WWTP Superintendent	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
Budget Analyst	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Civil Engineer Construction	7595.21	7850.67	8153.91	8428.49	8704.63	8988.77	9282.50
Civil Engineer Drainage	6754.01	6961.34	7333.40	7705.46	8077.53	8449.59	8822.56
Civil Engineer Public Works	6754.01	6961.34	7333.40	7705.46	8077.53	8449.59	8822.56
Civil Engineer Transportation	6754.01	6961.34	7333.40	7705.46	8077.53	8449.59	8822.56
Civil Service Administrator	8682.07	8978.97	9326.94	9644.63	9962.23	10291.10	10631.07
Code Enforcement Manager	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Communications Supervisor	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Court Administrator	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Crime Analyst	4765.30	4953.03	5140.70	5328.44	5516.19	5703.90	5891.58
Deputy City Clerk	5295.02	5472.21	5681.34	5872.87	6064.42	6262.38	6465.09
Deputy Director Public Works	9545.00	9859.99	10195.22	10541.86	10900.29	11270.90	11696.67
Deputy Fire Chief	9264.37	9579.84	9952.54	10290.83	10630.83	10982.24	11571.97
Dispatch Manager	6030.03	6424.48	6818.95	7213.42	7607.87	8002.34	8396.76
Engineering Manager	8982.05	9465.62	9949.19	10432.76	10916.32	11399.89	11884.09
Facilities Maintenance Superintendent	7513.56	7769.03	8072.26	8346.85	8623.01	8907.13	9200.85
Fleet Superintendent	7513.56	7769.03	8072.26	8346.85	8623.01	8907.13	9200.85
Food Project Coordinator	4872.31	5037.93	5233.36	5412.36	5591.38	5776.39	5965.83
Grant & Resource Dev. Administrator	6754.01	6980.66	7247.22	7491.50	7735.71	7987.91	8249.72
Grants Analyst	6439.28	6577.62	6650.32	6736.94	6824.97	6911.61	7125.88

<i>CLASS TITLE</i>	<i>BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>					
(B) ADMINISTRATIVE CONTINUED...							
HR Analyst I	4620.37	4868.34	5142.71	5425.03	5723.52	6038.19	6370.25
HR Analyst II	5336.52	5622.94	5939.82	6265.91	6610.67	6974.10	7357.64
Ice Arena Manager	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Internal Auditor	6922.86	7155.18	7428.41	7678.78	7929.11	8187.61	8455.96
Landscape Architect	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Legal Assistant	4592.27	4742.46	4892.98	5043.31	5208.52	5374.11	5539.52
MPO Manager	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
MS4 Permit Coordinator	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Parks Manager	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Parks Supervisor	5295.02	5472.21	5681.34	5872.87	6064.42	6262.38	6465.09
Police Captain	8225.95	8508.11	8837.27	9139.60	9441.89	9750.94	10075.08
Police Deputy Chief	9558.84	9884.40	10268.91	10618.00	10968.77	11331.32	11705.74
Police Records Manager	5330.13	5510.55	5719.67	5912.80	6105.95	6303.86	6509.79
Pretreatment Manager	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
Principal Planner	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Purchasing Contracts Administrator	5330.13	5510.55	5719.67	5913.32	6105.95	6303.86	6641.08
Recreation Supervisor	5295.02	5472.21	5681.34	5872.87	6064.42	6262.38	6465.09
Regulatory Compliance Specialist	7595.21	7850.67	8153.91	8428.49	8704.63	8988.77	9282.50
Shops Supervisor	6034.11	6236.82	6476.26	6693.36	6912.06	7137.11	7370.15
Sr. Business Systems Analyst	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. GIS Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. HR Analyst	6297.10	6635.06	7008.99	7393.78	7800.59	8229.45	8682.01
Sr. Network Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. Security Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. System Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. Tax Auditor	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Stormwater Coordinator	7595.21	7850.67	8153.91	8428.49	8704.63	8988.77	9282.50
Stormwater Engineering Manager	8982.05	9465.62	9949.19	10432.76	10916.32	11399.89	11884.09
Stormwater Utility Maint. Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Streets Maintenance Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Tax Audit Manager	8152.70	8397.24	8649.18	8908.59	9175.88	9451.10	9734.73
Traffic Control Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Traffic Engineer	8216.68	8497.72	8778.76	9059.80	9340.84	9621.87	9902.91
WW Collections Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
WW Engineering Manager	8982.05	9465.62	9949.19	10432.76	10916.32	11399.89	11884.09
WWTP Lab Supervisor	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
WW Maintenance Supervisor	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
WWTP Superintendent	8361.45	8643.95	8976.01	9279.29	9582.60	9895.48	10221.11

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE - APPOINTED
2023

<i>CLASS TITLE</i>	<i>MONTHLY BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>
(C) APPOINTED		
Assistant City Attorney I	5919.02	7398.78
Assistant City Attorney II	7398.78	8302.58
Assistant City Attorney III	8302.67	10160.90
Assistant Mayor/Comm Investment	7965.36	10258.45
Assistant Mayor/Development Services	7965.36	10258.45
City Attorney	12965.51	15923.73
City Clerk	8701.08	10636.63
Chief of Staff	7771.08	10982.96
Deputy City Attorney	11177.94	12515.44
Deputy Mayor	No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued.	
Director/Aviation	8701.08	10636.63
Director/Finance	9522.05	11637.70
Director/Housing and Citizen Services	9531.54	11650.72
Director/Human Resources	9901.70	12103.18
Director/Information Technology	9901.70	12103.18
Director/Just Transitions Program	6428.92	7806.54
Director/Parks & Recreation	10146.69	12401.34
Director/Planning	9901.70	12103.18
Director/Public Affairs	6428.92	7806.54
Director/Public Works	11445.66	13988.75
Director/Purchasing	8701.08	10636.63
Director/Stormwater	9901.71	12103.18
Director/Wastewater	10246.18	12522.94
Fire Chief	11150.71	13627.75
Mayor	12500.00	12500.00
Municipal Court Judge	9609.02	12390.61
Police Chief	11445.66	14131.60
Secretary to the Mayor	4592.27	5819.82
Sr. Assistant City Attorney	10160.99	11177.84

END 2023

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – GENERAL SERVICE (NON-EXEMPT)
2024

<u>CLASS TITLE</u>	<u>Entrance</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
<u>(A) GENERAL SERVICE</u>										
Abandoned Vehicle Coordinator	3971.53	4073.78	4275.49	4480.39	4580.95	4630.33	4696.29	4757.07	4822.81	4981.49
Abatement Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
Accountant I	6012.16	6160.11	6453.04	6748.88	6893.87	6970.06	7060.84	7153.11	7243.92	7468.48
Accounting Technician II	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Accounting Technician III	3900.17	3996.38	4187.12	4381.30	4474.15	4768.43	4878.88	5008.08	5137.25	5489.56
Accounting Technician IV	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Administrative Technician	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Airport Ops/Maintenance Specialist	4146.21	4256.00	4369.09	4485.56	4605.53	4729.10	4856.37	4987.47	5122.50	5297.18
Airport Ops/Maintenance Worker	3501.77	3592.23	3681.23	3860.77	4035.75	4124.76	4169.99	4224.35	4281.63	4371.55
Area Crew Leader	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Associate Engineer I	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Associate Engineer II	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Associate Engineer II - SW	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Associate Engineer II - WW	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Associate Field Engineer	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6185.06
Auto Mechanic	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Aviation Operations Technician	3712.68	3803.46	3989.49	4174.04	4267.78	4387.45	4445.71	4503.96	4563.66	4899.87
Aviation Security/Contracts Coordinator	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Building Custodian	2710.68	2799.79	2888.93	2978.08	3067.22	3156.37	3245.50	3334.61	3423.75	3560.36
Business Systems Analyst	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Carpenter	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Civil Service Analyst	4477.23	4592.91	4821.40	5052.81	5167.07	5225.66	5297.43	5369.18	5440.96	5620.04
Civil Service Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Code Enforcement Officer	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
Community Development Specialist	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Community Risk Reduction Coordinator	3971.53	4073.78	4275.49	4480.39	4580.95	4630.33	4696.29	4757.07	4822.81	4981.49
Community Service Coordinator	4852.17	4975.20	5227.13	5480.51	5605.00	5749.72	5831.58	5910.44	5993.80	6185.07
Community Service Officer	4229.68	4338.58	4553.40	4771.62	4878.71	4931.30	5001.54	5066.28	5136.30	5305.29
Community Outreach Specialist	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
Community Service Specialist	3451.48	3536.62	3705.42	3877.25	3959.42	4075.58	4169.98	4280.41	4390.81	4536.82
Court Marshal	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5765.72
Court Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
Court Technician II	3574.60	3648.33	3833.32	4053.10	4136.43	4189.45	4266.91	4339.87	4424.49	4575.04

Dispatch Training Coordinator	4468.07	4612.06	4756.05	4900.07	5044.09	5339.19	5487.41	5635.62	5783.80	6082.38
Electrician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Emergency Services Dispatch Supervisor	5540.36	5715.67	5890.96	6066.23	6241.52	6591.81	6771.89	6951.94	7132.02	7449.92
Emergency Services Dispatcher	4101.37	4245.36	4389.35	4533.38	4677.39	4961.81	5110.03	5258.24	5406.42	5697.89
Equipment Operator I	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4171.10	4223.82	4367.45
Equipment Operator II	3690.71	3781.52	3966.04	4150.60	4285.31	4329.68	4387.38	4446.56	4505.71	5004.70
Equipment Operator IV	4217.88	4323.94	4539.05	4754.21	4934.67	4989.26	5054.48	5100.46	5166.89	5734.72
Fire Support Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Fleet Service Writer	3394.85	3478.31	3643.83	3812.28	3892.84	3941.15	3988.03	4047.80	4141.02	4269.86
Gardener	3875.24	3973.37	4167.08	4362.96	4505.71	4572.38	4634.82	4697.26	4758.20	5281.80
GIS Specialist I	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
GPS Technician	3908.94	4007.06	4203.32	4399.60	4497.71	4547.49	4607.58	4672.04	4732.08	4890.70
Horticultural Specialist	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Housing/Comm. Dev. Coordinator II	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
HR Records Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
HVAC Technician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Inspector/Construction	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Inspector/Stormwater	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Inspector/Streets	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Inspector /Wastewater	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Lab Analyst	4717.43	4838.98	5083.57	5329.63	5449.73	5511.27	5588.85	5663.59	5739.75	5929.10
Lab Analyst II	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Lab Analyst III	5558.12	5706.32	6000.46	6294.85	6440.10	6515.99	6606.83	6699.07	6789.87	7007.84
Lab Pretreatment Specialist	4717.43	4838.98	5083.57	5329.63	5449.73	5511.27	5588.85	5663.59	5739.75	5929.10
Land Use Technician	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.31	5224.35	5293.78	5683.89
Law Department Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Lead Code Enforcement Officer	4229.68	4338.58	4553.40	4771.62	4878.71	4931.66	5001.54	5066.28	5136.30	5305.29
Lead Court Technician	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Legal Support Assistant	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Licensing Coordinator	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.31	5224.35	5293.78	5683.89
Marketing and Recruitment Specialist	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Mason	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Media Systems Administrator	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Media Systems Specialist	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Municipal Records Tech/Coordinator	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Office Assistant	3119.85	3193.02	3343.80	3496.10	3569.25	3608.09	3655.87	3700.67	3748.43	3877.15

Painter	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Parks Area Crew Leader	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Park Caretaker I	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4171.10	4223.82	4367.45
Park Caretaker II	3690.71	3781.52	3966.04	4150.60	4285.31	4329.68	4387.38	4446.56	4505.71	5004.70
Park Caretaker II - Irrigation	3875.24	3973.37	4167.08	4362.96	4505.71	4572.38	4634.82	4697.26	4758.20	5281.80
Park Caretaker II - Playground	3875.24	3973.37	4167.08	4362.96	4505.71	4572.38	4634.82	4697.26	4758.20	5281.80
Park Ranger	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
Parking Enforcer	3394.85	3478.31	3643.83	3812.28	3892.84	3941.15	3988.03	4039.30	4090.58	4232.25
Parks & Rec Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Parks Maintenance Mechanic	4217.88	4323.94	4539.05	4754.21	4910.37	4964.69	5029.58	5100.46	5166.89	5734.72
Parks Senior Mechanic/Welder	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	6223.67
Parts Clerk	3394.85	3478.31	3643.83	3812.28	3892.84	3941.15	3988.03	4047.80	4141.02	4269.86
Payroll Coordinator	4813.02	4937.38	5183.00	5431.77	5554.60	5617.58	5694.74	5771.87	5849.04	6294.45
PC Network Technician	4058.87	4185.86	4312.83	4439.82	4566.80	4693.79	4820.76	4947.77	5074.77	5237.33
PD Investigations Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
PD Records Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
Permit Compliance Specialist - SW	5558.12	5706.31	6000.45	6294.85	6440.11	6515.99	6606.83	6699.07	6789.87	7007.85
Permit Compliance Specialist - WW	5558.12	5706.31	6000.45	6294.85	6440.11	6515.99	6606.83	6699.07	6789.87	7007.85
Planner	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Plumber	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Police Payroll Technician	4153.22	4255.08	4463.83	4670.89	4776.04	4999.59	5066.16	5224.35	5293.78	5683.89
Police Services Technician	3357.27	3424.44	3596.13	3800.70	3864.90	3906.70	3957.46	4009.74	4060.51	4201.27
Pretreatment Compliance Technician	5003.02	5133.37	5392.63	5656.26	5786.60	5852.49	5931.62	6015.10	6097.13	6296.11
Probation Officer	5367.18	5506.59	5795.30	6062.71	6203.76	6271.04	6359.63	6446.51	6531.87	6748.77
Program Coordinator - Aquatics	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - El Centro Del Quinto Sol	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Forestry	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Horticulture	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Housing	4229.68	4338.58	4553.40	4771.62	4878.71	4931.30	5001.54	5066.28	5136.30	5305.29
Program Coordinator - Ice Arena	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Marketing	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Park Ranger	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Program Coordinator - Sports	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Property/Evidence Technician	3404.38	3474.60	3650.78	3860.09	3939.46	3989.96	4063.72	4133.21	4213.80	4357.18
Purchasing/Contract Coordinator	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Purchasing Specialist	3775.66	3868.26	4058.03	4246.27	4341.86	4463.92	4523.35	4582.76	4643.66	4985.87
Public Works Asset Coordinator	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Public Works Projects Coordinator	6042.39	6201.34	6521.00	6840.92	6998.79	7081.27	7179.98	7280.21	7378.90	7615.77
Radio Technician	3875.24	3973.37	4166.72	4362.96	4461.10	4527.10	4588.93	4650.77	4711.09	4868.01
Radio Technician II	4456.47	4633.81	4811.17	4988.51	5165.88	5343.18	5520.52	5697.91	5875.25	6088.17
Real Time Crime Center Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06

Social Media Specialist	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Solid Waste Coordinator	4607.58	4727.62	4966.39	5202.21	5322.32	5382.37	5457.06	5531.77	5605.01	5789.46
Sr. Airport Ops/Main. Specialist	4717.43	4844.36	4975.09	5109.75	5248.44	5391.30	5538.44	5690.00	5846.10	6042.49
Sr. Facilities Maintenance Technician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Sr. Office Assistant	3900.17	3996.38	4187.12	4381.30	4474.15	4768.43	4878.88	5008.08	5137.25	5489.56
Sr. PC Network Technician	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Sr. Planner	5558.12	5706.32	6000.46	6294.85	6440.10	6515.99	6606.83	6699.07	6789.87	7007.84
Sr. Traffic Signal Technician	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Sr. WWTP Maintenance Mechanic	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Stormwater Crew Leader	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6348.14
Streets Maintenance Mechanic	4217.88	4323.94	4539.05	4754.21	4910.37	4964.69	5029.58	5100.46	5166.89	5734.72
Survey Party Chief	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
Survey Party Chief LS	5145.10	5268.12	5520.05	5773.41	5897.94	5960.89	6041.42	6119.07	6201.13	6394.18
Surveyor	3908.94	4007.06	4203.32	4399.60	4497.71	4547.49	4607.58	4672.04	4732.08	4890.70
Sweeper Operator	4033.44	4135.96	4338.08	4543.11	4690.62	4742.40	4808.98	4871.11	4934.72	5480.28
Systems Administrator	4875.75	5057.14	5238.49	5419.82	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
Tax Auditor	4792.12	4916.60	5164.13	5413.14	5539.07	5599.14	5678.24	5755.81	5832.03	6025.69
Tax Auditor II	6012.16	6160.11	6453.04	6748.88	6893.87	6970.06	7060.84	7153.11	7243.92	7468.48
Tax Compliance Technician	4058.87	4185.86	4312.83	4439.82	4566.80	4693.79	4820.76	4947.77	5074.77	5237.33
Traffic Control Utility Worker II	3690.71	3781.52	3966.04	4150.60	4242.88	4286.82	4343.95	4402.53	4461.10	4612.63
Traffic Control Utility Worker III	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Traffic Engineering Analyst	4804.55	4929.06	5176.59	5425.55	5551.51	5608.65	5690.65	5769.75	5844.46	6039.38
Traffic Signal Technician	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Traffic Signs/Mrkg. Specialist	4289.74	4402.53	4622.22	4838.98	4950.29	5004.48	5073.32	5142.16	5209.55	5383.80
Transportation Planning Technician	3823.97	3920.64	4109.58	4304.39	4398.13	4446.47	4505.05	4566.56	4628.06	4899.87
Trash Removal Coordinator	4717.43	4838.98	5083.57	5329.63	5449.73	5511.27	5588.85	5663.59	5739.75	5929.10
Utility Locate Technician	3690.71	3781.52	3966.04	4150.60	4285.31	4329.68	4387.38	4446.56	4505.71	5004.70
Utility Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
Water Reclamation Worker	3388.99	3444.65	3501.77	3588.18	3762.50	3932.38	4018.79	4062.72	4115.48	4258.99
Water Reclamation Worker I	3690.71	3781.52	3966.04	4150.60	4242.88	4286.82	4343.95	4402.53	4461.10	4612.63
Water Reclamation Worker II	3823.97	3920.64	4109.58	4304.39	4398.13	4446.47	4505.05	4566.56	4628.06	4782.04
WW Compliance Officer	3837.15	3935.31	4125.69	4320.48	4417.15	4465.49	4525.54	4585.59	4645.63	4799.86
WW Data Technician	4477.23	4592.91	4821.40	5052.81	5167.07	5225.66	5297.43	5369.18	5440.96	5620.04
WW Data Technician II	4852.17	4975.20	5227.13	5480.51	5605.01	5749.71	5831.58	5910.43	5993.80	6185.06
WW Instrument/Control Specialist	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
WW Inventory/Control Specialist	4607.58	4727.66	4966.39	5202.21	5322.33	5382.38	5457.06	5531.77	5605.01	5789.46
WW Maintenance Coordinator	4875.75	5057.14	5238.49	5360.49	5601.18	5782.54	5963.91	6145.27	6326.62	6543.59
WW Operator A	5455.19	5597.60	5668.80	5882.41	6024.82	6167.23	6309.64	6452.04	6594.45	6770.26
WW Operator B	4162.07	4270.72	4484.70	4699.93	4806.84	4860.99	4927.65	4995.80	5063.59	5233.58

WW SCADA Coordinator	<u>5558.12</u>	<u>5706.32</u>	<u>6000.46</u>	<u>6294.85</u>	<u>6440.10</u>	<u>6515.99</u>	<u>6606.83</u>	<u>6699.07</u>	<u>6789.87</u>	<u>7007.84</u>
WW Utility Worker	<u>3388.99</u>	<u>3444.65</u>	<u>3501.77</u>	<u>3588.18</u>	<u>3762.50</u>	<u>3932.38</u>	<u>4018.79</u>	<u>4062.72</u>	<u>4115.48</u>	<u>4258.99</u>
WW Utility Worker I	<u>3676.86</u>	<u>3767.59</u>	<u>3950.62</u>	<u>4129.00</u>	<u>4219.74</u>	<u>4265.85</u>	<u>4321.25</u>	<u>4379.66</u>	<u>4435.02</u>	<u>4585.83</u>
WW Utility Worker II	<u>3912.16</u>	<u>4008.41</u>	<u>4204.01</u>	<u>4440.67</u>	<u>4497.45</u>	<u>4544.03</u>	<u>4604.58</u>	<u>4666.68</u>	<u>4728.76</u>	<u>5304.94</u>
WW Utility Worker III	<u>4436.45</u>	<u>4547.72</u>	<u>4773.38</u>	<u>4999.08</u>	<u>5111.87</u>	<u>5168.32</u>	<u>5235.74</u>	<u>5309.34</u>	<u>5378.32</u>	<u>5557.13</u>
WW Utility Worker IV	<u>4790.64</u>	<u>4914.42</u>	<u>5158.89</u>	<u>5406.51</u>	<u>5528.76</u>	<u>5591.46</u>	<u>5668.25</u>	<u>5745.02</u>	<u>5821.83</u>	<u>6013.45</u>
WWTP Maintenance Mechanic	<u>4146.21</u>	<u>4250.21</u>	<u>4461.10</u>	<u>4672.04</u>	<u>4777.46</u>	<u>4830.21</u>	<u>4893.21</u>	<u>4962.00</u>	<u>5026.47</u>	<u>5193.58</u>

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – FIRE (NON-EXEMPT)
2024

<u>CLASS TITLE</u>						
<u>(A) FIRE</u>						
Assistant Fire Chief *	10856.60					
-	-					
Emergency Medical Officer *	7961.51					
-	-					
Fire Captain * ¹	9409.05					
Fire Lieutenant	8685.28					
Fire Engineer* ²	7744.38					
Fire Inspector	8106.26					
<u>CLASS TITLE</u>	<u>Entrance</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Firefighter * ³	5341.50	5783.45	5839.44	6010.87	6126.27	7237.73

* Denotes a 56-Hour Work Week.

¹ 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 Firefighter. 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 Firefighter plus an additional \$550.

² 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. Fire Engineers hired on or after January 1, 2018, who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EMT-I Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said monthly stipend.

³ Firefighters assigned to Focus Response Unit (FRU) shall be a Group B Firefighter. They shall be allowed to work OT within the FRU classification when approved by the Chief or his/her designee.

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – POLICE (NON-EXEMPT)
2024

<u>CLASS TITLE</u>	<u>Entrance</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<u>(A) POLICE</u>								
Police Corporal	7372.98	7372.98	7372.98	7481.05	7481.05	7590.78		
Police Patrol Officer	5955.95	6463.36	6663.62	6767.11	6867.27	6970.81	7069.23	7265.48
Police Sergeant	8464.52	8547.44	8628.50	8713.10	8836.51			

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – CLASS B ADMIN (EXEMPT)
2024

<u>CLASS TITLE</u>	<u>BASE SALARY</u>	<u>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</u>					
<u>(B) ADMINISTRATIVE</u>							
Accountant II	<u>7111.97</u>	<u>7350.63</u>	<u>7631.33</u>	<u>7888.55</u>	<u>8145.70</u>	<u>8411.27</u>	<u>8686.96</u>
Accounting Manager	<u>8584.79</u>	<u>8842.30</u>	<u>9107.59</u>	<u>9380.74</u>	<u>9662.19</u>	<u>9952.00</u>	<u>10250.67</u>
Administrative Assistant	<u>5489.68</u>	<u>5676.29</u>	<u>5896.48</u>	<u>6098.16</u>	<u>6299.86</u>	<u>6508.31</u>	<u>6721.76</u>
Airport Ops/Maintenance Supervisor	<u>6221.12</u>	<u>6407.73</u>	<u>6599.98</u>	<u>6797.96</u>	<u>7001.91</u>	<u>7211.96</u>	<u>7428.32</u>
Assistant Accounting Manager	<u>7554.05</u>	<u>7809.51</u>	<u>8107.02</u>	<u>8382.71</u>	<u>8656.71</u>	<u>8939.06</u>	<u>9231.51</u>
Assistant Director/Human Resources	<u>8045.06</u>	<u>8317.13</u>	<u>8633.97</u>	<u>8927.58</u>	<u>9219.39</u>	<u>9520.09</u>	<u>9831.55</u>
Assistant Director/Info Technology	<u>7111.97</u>	<u>7350.63</u>	<u>7631.33</u>	<u>7888.55</u>	<u>8145.70</u>	<u>8411.27</u>	<u>8686.96</u>
Assistant Director/Parks & Recreation	<u>9314.40</u>	<u>9545.10</u>	<u>9781.60</u>	<u>10098.42</u>	<u>10498.92</u>	<u>10915.46</u>	<u>11364.41</u>
Assistant WWTP Superintendent	<u>7554.05</u>	<u>7809.51</u>	<u>8107.02</u>	<u>8382.71</u>	<u>8656.70</u>	<u>8939.06</u>	<u>9231.51</u>
Budget Analyst	<u>7111.97</u>	<u>7350.63</u>	<u>7631.33</u>	<u>7888.55</u>	<u>8145.70</u>	<u>8411.27</u>	<u>8686.96</u>
CDBG/HOME & Housing Administrator	<u>7554.05</u>	<u>7809.51</u>	<u>8107.02</u>	<u>8382.71</u>	<u>8656.70</u>	<u>8939.06</u>	<u>9231.51</u>
Civil Engineer Drainage	<u>7111.97</u>	<u>7330.29</u>	<u>7722.07</u>	<u>8113.85</u>	<u>8505.64</u>	<u>8897.42</u>	<u>9290.16</u>
Civil Engineer Public Works	<u>7111.97</u>	<u>7330.29</u>	<u>7722.07</u>	<u>8113.85</u>	<u>8505.64</u>	<u>8897.42</u>	<u>9290.16</u>
Civil Engineer Transportation	<u>7111.97</u>	<u>7330.29</u>	<u>7722.07</u>	<u>8113.85</u>	<u>8505.64</u>	<u>8897.42</u>	<u>9290.16</u>
Civil Engineer Wastewater	<u>7111.97</u>	<u>7330.29</u>	<u>7722.07</u>	<u>8113.85</u>	<u>8505.64</u>	<u>8897.42</u>	<u>9290.16</u>
Civil Service Administrator	<u>9142.22</u>	<u>9454.86</u>	<u>9821.26</u>	<u>10155.80</u>	<u>10490.23</u>	<u>10836.53</u>	<u>11194.52</u>
Code Enforcement Manager	<u>7111.97</u>	<u>7350.63</u>	<u>7631.33</u>	<u>7888.55</u>	<u>8145.70</u>	<u>8411.27</u>	<u>8686.96</u>
Communications Supervisor	<u>5690.18</u>	<u>6063.74</u>	<u>6437.32</u>	<u>6810.88</u>	<u>7184.47</u>	<u>7558.05</u>	<u>7931.62</u>
Construction Manager	<u>5612.63</u>	<u>5802.61</u>	<u>6022.81</u>	<u>6226.18</u>	<u>6429.57</u>	<u>6637.96</u>	<u>6854.81</u>
Court Administrator	<u>7111.97</u>	<u>7350.63</u>	<u>7631.33</u>	<u>7888.55</u>	<u>8145.70</u>	<u>8411.27</u>	<u>8686.96</u>
Crime Analyst	<u>5017.86</u>	<u>5215.54</u>	<u>5413.16</u>	<u>5610.84</u>	<u>5808.55</u>	<u>6006.21</u>	<u>6203.84</u>
Deputy City Clerk	<u>5575.66</u>	<u>5762.24</u>	<u>5982.46</u>	<u>6184.13</u>	<u>6385.84</u>	<u>6594.29</u>	<u>6807.74</u>
Deputy Director Public Works	<u>10050.89</u>	<u>10382.56</u>	<u>10735.57</u>	<u>11100.58</u>	<u>11478.00</u>	<u>11868.25</u>	<u>12316.59</u>
Deputy Fire Chief	<u>9755.38</u>	<u>10087.57</u>	<u>10480.02</u>	<u>10836.24</u>	<u>11194.26</u>	<u>11860.82</u>	<u>12185.28</u>
Dispatch Manager	<u>6349.62</u>	<u>6764.98</u>	<u>7180.36</u>	<u>7595.73</u>	<u>8011.08</u>	<u>8426.46</u>	<u>8841.78</u>
Engineering Manager	<u>9458.10</u>	<u>9967.30</u>	<u>10476.49</u>	<u>10985.69</u>	<u>11494.89</u>	<u>12004.09</u>	<u>12513.94</u>
Facilities Maintenance Superintendent	<u>7911.78</u>	<u>8180.79</u>	<u>8500.09</u>	<u>8789.23</u>	<u>9080.03</u>	<u>9379.21</u>	<u>9688.50</u>
Fleet Superintendent	<u>7911.78</u>	<u>8180.79</u>	<u>8500.09</u>	<u>8789.23</u>	<u>9080.03</u>	<u>9379.21</u>	<u>9688.50</u>
Food Project Coordinator	<u>5130.54</u>	<u>5304.94</u>	<u>5510.73</u>	<u>5699.22</u>	<u>5887.72</u>	<u>6082.54</u>	<u>6282.02</u>
Grant & Resource Dev. Administrator	<u>7111.97</u>	<u>7350.63</u>	<u>7631.33</u>	<u>7888.55</u>	<u>8145.70</u>	<u>8411.27</u>	<u>8686.96</u>
Grants Analyst	<u>6780.56</u>	<u>6926.24</u>	<u>7002.78</u>	<u>7093.99</u>	<u>7186.69</u>	<u>7277.93</u>	<u>7503.55</u>
Grant Coordinator/Financial Empowerment	<u>4872.31</u>	<u>5037.93</u>	<u>5233.36</u>	<u>5412.36</u>	<u>5591.38</u>	<u>5776.39</u>	<u>5965.83</u>

HR Analyst I	<u>4865.25</u>	<u>5126.36</u>	<u>5415.27</u>	<u>5712.56</u>	<u>6026.87</u>	<u>6358.21</u>	<u>6707.87</u>
HR Analyst II	<u>5619.36</u>	<u>5920.95</u>	<u>6254.63</u>	<u>6598.01</u>	<u>6961.04</u>	<u>7343.73</u>	<u>7747.60</u>
Ice Arena Manager	<u>7111.97</u>	<u>7350.63</u>	<u>7631.33</u>	<u>7888.55</u>	<u>8145.70</u>	<u>8411.27</u>	<u>8686.96</u>
Internal Auditor	<u>7289.77</u>	<u>7534.40</u>	<u>7822.12</u>	<u>8085.76</u>	<u>8349.35</u>	<u>8621.55</u>	<u>8904.13</u>
Landscape Architect	<u>6221.12</u>	<u>6431.23</u>	<u>6674.95</u>	<u>6901.86</u>	<u>7127.11</u>	<u>7357.37</u>	<u>7599.45</u>
Legal Assistant	<u>4835.66</u>	<u>4993.81</u>	<u>5152.31</u>	<u>5310.61</u>	<u>5484.57</u>	<u>5658.93</u>	<u>5833.11</u>
MPO Manager	<u>7554.05</u>	<u>7809.51</u>	<u>8107.02</u>	<u>8382.71</u>	<u>8656.70</u>	<u>8939.06</u>	<u>9231.51</u>
MS4 Permit Coordinator	<u>6221.12</u>	<u>6431.23</u>	<u>6674.95</u>	<u>6901.86</u>	<u>7127.11</u>	<u>7357.37</u>	<u>7599.45</u>
Outdoor Recreation Administrator	<u>5575.66</u>	<u>5762.24</u>	<u>5982.46</u>	<u>6184.13</u>	<u>6385.84</u>	<u>6594.29</u>	<u>6807.74</u>
Parks Manager	<u>7111.97</u>	<u>7350.63</u>	<u>7631.33</u>	<u>7888.55</u>	<u>8145.70</u>	<u>8411.27</u>	<u>8686.96</u>
Parks Supervisor	<u>5575.66</u>	<u>5762.24</u>	<u>5982.46</u>	<u>6184.13</u>	<u>6385.84</u>	<u>6594.29</u>	<u>6807.74</u>
Police Captain	<u>8661.92</u>	<u>8959.04</u>	<u>9305.65</u>	<u>9624.00</u>	<u>9942.31</u>	<u>10267.74</u>	<u>10609.06</u>
Police Deputy Chief	<u>10065.46</u>	<u>10408.27</u>	<u>10813.16</u>	<u>11180.76</u>	<u>11550.11</u>	<u>11931.88</u>	<u>12326.14</u>
Police Records Manager	<u>5612.62</u>	<u>5802.61</u>	<u>6022.81</u>	<u>6226.18</u>	<u>6429.57</u>	<u>6637.96</u>	<u>6854.81</u>
Pretreatment Manager	<u>7554.05</u>	<u>7809.51</u>	<u>8107.02</u>	<u>8382.71</u>	<u>8656.70</u>	<u>8939.06</u>	<u>9231.51</u>
Principal Planner	<u>7554.05</u>	<u>7809.51</u>	<u>8107.02</u>	<u>8382.71</u>	<u>8656.70</u>	<u>8939.06</u>	<u>9231.51</u>
Purchasing Contracts Administrator	<u>5612.62</u>	<u>5802.61</u>	<u>6022.81</u>	<u>6226.73</u>	<u>6429.57</u>	<u>6637.96</u>	<u>6993.06</u>
Recreation Supervisor	<u>5575.66</u>	<u>5762.24</u>	<u>5982.46</u>	<u>6184.13</u>	<u>6385.84</u>	<u>6594.29</u>	<u>6807.74</u>
Regulatory Compliance Specialist	<u>7997.76</u>	<u>8266.75</u>	<u>8586.06</u>	<u>8875.20</u>	<u>9165.98</u>	<u>9465.17</u>	<u>9774.47</u>
SCADA Administrator	<u>7554.05</u>	<u>7809.51</u>	<u>8107.02</u>	<u>8382.71</u>	<u>8656.70</u>	<u>8939.06</u>	<u>9231.51</u>
Shops Supervisor	<u>6353.92</u>	<u>6567.37</u>	<u>6819.50</u>	<u>7048.11</u>	<u>7278.40</u>	<u>7515.38</u>	<u>7760.77</u>
Sr. Business Systems Analyst	<u>5690.18</u>	<u>6063.74</u>	<u>6437.32</u>	<u>6810.88</u>	<u>7184.47</u>	<u>7558.05</u>	<u>7931.62</u>
Sr. GIS Administrator	<u>5690.18</u>	<u>6063.74</u>	<u>6437.32</u>	<u>6810.88</u>	<u>7184.47</u>	<u>7558.05</u>	<u>7931.62</u>
Sr. HR Analyst	<u>6630.85</u>	<u>6986.72</u>	<u>7380.47</u>	<u>7785.65</u>	<u>8214.02</u>	<u>8665.61</u>	<u>9142.16</u>
Sr. Integration Administrator	<u>5690.18</u>	<u>6063.74</u>	<u>6437.32</u>	<u>6810.88</u>	<u>7184.47</u>	<u>7558.05</u>	<u>7931.62</u>
Sr. Media Systems Administrator	<u>5690.18</u>	<u>6063.74</u>	<u>6437.32</u>	<u>6810.88</u>	<u>7184.47</u>	<u>7558.05</u>	<u>7931.62</u>
Sr. Network Administrator	<u>5690.18</u>	<u>6063.74</u>	<u>6437.32</u>	<u>6810.88</u>	<u>7184.47</u>	<u>7558.05</u>	<u>7931.62</u>
Sr. Security Administrator	<u>5690.18</u>	<u>6063.74</u>	<u>6437.32</u>	<u>6810.88</u>	<u>7184.47</u>	<u>7558.05</u>	<u>7931.62</u>
Sr. System Administrator	<u>5690.18</u>	<u>6063.74</u>	<u>6437.32</u>	<u>6810.88</u>	<u>7184.47</u>	<u>7558.05</u>	<u>7931.62</u>
Sr. Tax Auditor	<u>7111.97</u>	<u>7350.63</u>	<u>7631.33</u>	<u>7888.55</u>	<u>8145.70</u>	<u>8411.27</u>	<u>8686.96</u>
Stormwater Coordinator	<u>7997.76</u>	<u>8266.75</u>	<u>8586.06</u>	<u>8875.20</u>	<u>9165.98</u>	<u>9465.17</u>	<u>9774.47</u>
Stormwater Engineering Manager	<u>9458.10</u>	<u>9967.30</u>	<u>10476.49</u>	<u>10985.69</u>	<u>11494.89</u>	<u>12004.09</u>	<u>12513.94</u>
Streets Maintenance Supervisor	<u>6221.12</u>	<u>6431.23</u>	<u>6674.95</u>	<u>6901.86</u>	<u>7127.11</u>	<u>7357.37</u>	<u>7599.45</u>
Tax Audit Manager	<u>8584.79</u>	<u>8842.29</u>	<u>9107.59</u>	<u>9380.75</u>	<u>9662.20</u>	<u>9952.01</u>	<u>10250.67</u>
Traffic Control Supervisor	<u>6221.12</u>	<u>6431.23</u>	<u>6674.95</u>	<u>6901.86</u>	<u>7127.11</u>	<u>7357.37</u>	<u>7599.45</u>
Traffic Engineer	<u>8652.16</u>	<u>8948.10</u>	<u>9244.03</u>	<u>9539.97</u>	<u>9835.90</u>	<u>10131.83</u>	<u>10427.77</u>
WW Collections Supervisor	<u>6221.12</u>	<u>6431.23</u>	<u>6674.95</u>	<u>6901.86</u>	<u>7127.11</u>	<u>7357.37</u>	<u>7599.45</u>
WW Engineering Manager	<u>9458.10</u>	<u>9967.30</u>	<u>10476.49</u>	<u>10985.69</u>	<u>11494.89</u>	<u>12004.09</u>	<u>12513.94</u>
WWTP Lab Supervisor	<u>7554.05</u>	<u>7809.51</u>	<u>8107.02</u>	<u>8382.71</u>	<u>8656.70</u>	<u>8939.06</u>	<u>9231.51</u>

WW Maintenance Supervisor	<u>7554.05</u>	<u>7809.51</u>	<u>8107.02</u>	<u>8382.71</u>	<u>8656.70</u>	<u>8939.06</u>	<u>9231.51</u>
WWTP Superintendent	<u>8804.61</u>	<u>9102.08</u>	<u>9451.74</u>	<u>9771.10</u>	<u>10090.48</u>	<u>10419.94</u>	<u>10762.83</u>

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE - APPOINTED
2024

<u>CLASS TITLE</u>	<u>MONTHLY BASE SALARY</u>	<u>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</u>
<u>(C) APPOINTED</u>		
<u>Assistant City Attorney I</u>	<u>6232.73</u>	<u>7790.91</u>
<u>Assistant City Attorney II</u>	<u>7790.92</u>	<u>8742.62</u>
<u>Assistant City Attorney III</u>	<u>8742.71</u>	<u>10699.43</u>
<u>Assistant Mayor/Comm Investment</u>	<u>8387.52</u>	<u>10802.14</u>
<u>City Attorney</u>	<u>13720.28</u>	<u>16767.69</u>
<u>City Clerk</u>	<u>9162.23</u>	<u>11200.37</u>
<u>Chief of Staff</u>	<u>8182.95</u>	<u>11861.62</u>
<u>Deputy City Attorney</u>	<u>11770.37</u>	<u>13720.91</u>
<u>Deputy Mayor</u>	No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued.	
<u>Director/Aviation</u>	<u>9162.23</u>	<u>11200.37</u>
<u>Director/Finance</u>	<u>10728.59</u>	<u>13112.32</u>
<u>Director/Human Resources</u>	<u>10426.49</u>	<u>12744.65</u>
<u>Director/Information Technology</u>	<u>10426.49</u>	<u>12744.65</u>
<u>Director/Just Transitions Program</u>	<u>6769.65</u>	<u>8220.29</u>
<u>Director/Parks & Recreation</u>	<u>10684.47</u>	<u>13058.61</u>
<u>Director/Planning</u>	<u>10426.49</u>	<u>12744.65</u>
<u>Director/Public Affairs</u>	<u>6769.65</u>	<u>8220.29</u>
<u>Director/Public Works</u>	<u>12052.28</u>	<u>14730.16</u>
<u>Director/Purchasing</u>	<u>9162.23</u>	<u>11200.37</u>
<u>Director/Stormwater</u>	<u>9901.71</u>	<u>12103.18</u>
<u>Director/Wastewater</u>	<u>10789.22</u>	<u>13186.65</u>
<u>Fire Chief</u>	<u>11741.70</u>	<u>14350.02</u>
<u>Mayor</u>	<u>12500.00</u>	<u>12500.00</u>
<u>Municipal Court Judge</u>	<u>10118.29</u>	<u>13192.83</u>
<u>Police Chief</u>	<u>12052.28</u>	<u>14880.57</u>
<u>Secretary to the Mayor</u>	<u>4835.66</u>	<u>6401.80</u>
<u>Sr. Assistant City Attorney</u>	<u>10699.52</u>	<u>11770.27</u>

SECTION 2.

Section 18 of Chapter 5 of Title VI of the Pueblo Municipal Code is hereby amended to read as follows:

6-5-18. Unclassified part-time employees.

(a) The pay range with respect to all unclassified part-time employees of the City shall be not less than [~~\$13.65~~] \$14.42 per hour and not greater than \$40.00.

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 effectuate and transactions described therein.

SECTION 4.

This Ordinance shall become effective January 1, 2024.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 27, 2023

Final adoption of Ordinance by City Council on December 11, 2023.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AND RATIFYING A SUPPLEMENTAL ENVIRONMENTAL PROJECT AGREEMENT AND APPROVING A MODIFICATION TO SAID AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE PURPOSE OF DEVELOPING A HOUSEHOLD HAZARDOUS WASTE PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE MODIFICATION; ACCEPTING FUNDS IN THE AMOUNT OF \$378,880.00 FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT; AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT NO. PL2302 - HOUSEHOLD HAZARDOUS WASTE PROGRAM

SUMMARY:

This proposed ordinance approves and ratifies a Supplemental Environmental Project (SEP) Agreement between the City of Pueblo and the Colorado Department of Public Health and Environment (CDPHE), approves a modification to said Agreement, and authorizes the Mayor to execute the modification. The Supplemental Environmental Project Agreement provides \$378,880 for the establishment of a Household Hazardous Waste collection program, which will be accepted and budgeted and appropriated into Project Account No. PL2302 - Household Hazardous Waste Program.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City has entered into a SEP Agreement which will provide funding for the establishment of a Household Hazardous Waste program. This project will provide Pueblo residents with a public facility to safely and cost-effectively dispose of items

such as household cleaners, pesticides, fertilizers, automotive fluids, fluorescent light bulbs, paints, batteries, and other common household waste items. The program would divert these hazardous wastes from local landfills and offer an easy alternative to illegal dumping that has become pervasive in this area. Funds provided under the program will be used to procure and install a prefabricated household hazardous waste storage building at the Pueblo RecycleWorks facility on Stockyard Road; fund the disposal of collected Household Hazardous Waste items; procure materials, supplies, and equipment necessary to operate the program; and provide necessary safety training for employees.

FINANCIAL IMPLICATIONS:

The City will accept funds from CDPHE in the amount of \$388,870.00 and budget and appropriate said funds into Project Account No. PL2302 - Household Hazardous Waste Program.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failing to approve this Ordinance will preclude the City of Pueblo from accepting the funds from CDPHE and prevent the establishment of the Household Hazardous Waste program.

RECOMMENDATION:

Recommend approval of this Ordinance.

ATTACHMENTS:

1. Pueblo_Bechtell_HHW_SEPAgreement
2. DRAFT MOD - Pueblo_Bechtell_HHW_SEPMod#1 (v2)

ORDINANCE NO.

AN ORDINANCE APPROVING AND RATIFYING A SUPPLEMENTAL ENVIRONMENTAL PROJECT AGREEMENT AND APPROVING A MODIFICATION TO SAID AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE PURPOSE OF DEVELOPING A HOUSEHOLD HAZARDOUS WASTE PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE MODIFICATION; ACCEPTING FUNDS IN THE AMOUNT OF \$378,880.00 FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT; AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT NO. PL2302 - HOUSEHOLD HAZARDOUS WASTE PROGRAM

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

SECTION 1.

The Supplemental Environmental Project (SEP) Agreement between the City of Pueblo, a Municipal Corporation, and the Colorado Department of Public Health and Environment, relating to the provision of funds for the establishment of a Household Hazardous Waste collection program, a copy of which is attached hereto, is hereby ratified and approved subject to approval of the Modification to the SEP Agreement as set forth in Section 2 of this Ordinance.

SECTION 2.

The Modification to the SEP Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Public Health and Environment, relating to the provision of funds for the establishment of a Household Hazardous Waste collection program, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

The Mayor is authorized to execute and deliver the modification to the SEP Agreement in the name of the City.

SECTION 4.

Project No. PL2302 - Household Hazardous Waste Program is hereby established and funds received from the Colorado Department of Public Health and Environment in the amount of \$378,880.00 are hereby accepted and budgeted and appropriated into said project account.

SECTION 5.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and IGA to implement the policies and procedures described herein. Furthermore, all actions previously taken by officers and staff of the City consistent with the agreement are hereby ratified.

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



Third Party Supplemental Environmental Project (SEP) Agreement

Third Party Liable (Revised 9/21/2022)

Document is completed by the third party SEP administrator.

The third party SEP administrator, identified below, submits the following SEP agreement proposal to the Colorado Department of Public Health and Environment (the department) for consideration. If the application is approved, it shall be signed by appropriate representatives of the department. If the approved document is then signed by the applicant, it shall serve as the SEP agreement for the project(s) at issue.

Enforcement action information

Regulated entity name: The Pueblo Chemical Agent Destruction Pilot Plant (PCAPP)
Enforcement case no.: 22-05-10-01 & 22-05-10-02

Third party SEP administrator

Andrew Hayes, PE
City of Pueblo
Director of Public Works
211 E D St.
Pueblo, CO 81003
719-553-2295/2267
ahayes@pueblo.us

Type of organization

Government

Department SEP coordinator

Elizabeth Scherer
720-515-0236
Elizabeth.scherer@state.co.us

Geographic area served

City of Pueblo; Pueblo County

SEP category

Pollution Prevention

Project title

Pueblo Household Hazardous Waste Year-Round Collection Facility

Project summary

This SEP will help develop a Household Hazardous Waste (HHW) program to include storage, training, equipment and safe transport services for all of Pueblo County. The facility would operate year-round for the benefit of residents throughout the County, allowing Pueblo to expand its waste diversion services to citizens. The HHW collection center will be located at the existing RecycleWorks facility at 1595 Stockyard Road, Pueblo, CO.

Project description

Problem Statement: Residents within Pueblo County have no options for disposing of household hazardous waste items. When “improperly” disposed of, these items end up in local landfills. When improperly disposed of these wastes present serious risks to the environment and negatively impact the health and safety of residents.

Project goals and objectives: This project will provide Pueblo residents with a public facility to safely and cost-effectively dispose of items such as household cleaners, pesticides, fertilizers, automotive fluids, fluorescent light bulbs, paints, batteries, and other common household waste items. The program would divert these hazardous wastes from local landfills and offer an easy alternative to illegal dumping that has become pervasive in this area.

Project tasks and activities and construction scope: RecycleWorks is an already established recycling center that will provide expanded services to include acceptance of household hazardous waste with this funding. The proposed facility would be a prefabricated 10 x 40 building specifically built to hold household hazardous materials that would be equipped with fire detection/alarm/suppression systems. Within the existing footprint of RecycleWorks the plans would need to be redrawn to accommodate a new layout to support a permanent Concrete slab that could house the prefabricated building. Minimal exterior site improvements would be required as the RecycleWorks site is already surrounded by an 8-foot chain-link fence with two vehicle access gates and a paved parking area. The city currently has one full-time and two part-time staff members that operate and maintain the RecycleWorks operation. This SEP will fund and train one other part-time position to operate the HHW work. It is envisioned that the City would contract with a hazardous waste disposal company to collect, transport, and dispose of all waste streams collected under the HHW program in a way that ensures the facility continues to operate in compliance with state laws and regulations related to municipal household hazardous waste collection operations. Required changes to the full- and part-time staffing of the entire operation (RecycleWorks and HHW collection) would be evaluated to ensure sufficient resources are allocated and personnel assigned to facilitate sustained operation of the facility.

Need for the project in the community: There is no current option for residents seeking to dispose of household hazardous waste items other than through normal residential solid waste collections. There are also limited recycling options available within the city and the combined benefit of having both services available at one location is a critical step forward in improving and protecting the environment in Pueblo. The city has long sought opportunities to be able to expand its waste diversion programs to include the establishment of a HHW collection program. This project would allow that vision to become a reality and Pueblo citizens will reap the benefits for generations to come.

The Pueblo Department of Public Health and Environment (PDPHE) would assist with the integration of solid waste diversion programs for both the City of Pueblo and Pueblo County, provide education and outreach support for the expanded service offerings, and work with the city during the permitting, design, and implementation phase of the HHW project. PDPHE will also be a partner in sustaining the continued operation of the HHW program. The City of Pueblo will provide the property and daily labor to run the HHW collection.

The nearest household hazardous waste disposal/collection facility is in El Paso County, approximately 45 minutes north of the City of Pueblo, but the facility is only open to El Paso County residents. There are a few commercial hazardous waste disposal facilities in the area, but many do not accept residential waste streams and those that do are not generally cost-effective options for residents.

Since the SEP would be used to fund the permanent setting for HHW by using a prefabricated building, the construction effort would be limited because demolition and construction cost will not be required.

Project work plan

Please specify project activities or deliverables below, as well as completion dates associated with project milestones and reports. Status reports are required biannually for projects 1 year in duration or longer. For projects under one year, a status report is required approximately half way through the project. Add rows as needed.

Activities / Deliverables	Staff responsible	Due date
SEP Payment from Regulated Entity to Third Party SEP Administrator	Todd Ailes - Project Manager Bechtel National, Inc.	Within 30 days of the effective date of the Consent Order
Proposed implementation start date	City of Pueblo	March 1, 2023
Hire and train 0.5 FTE staff	City of Pueblo	Ongoing through 12/31/2025
Start bid process for HHW transportation vendor	City of Pueblo	March 1, 2023
Biannual status report due	City of Pueblo	May 1, 2023

Construct concrete slab (provide photos)	City of Pueblo	June 30, 2023
Procure Safety PPE, storage totes, etc.	City of Pueblo	June 30, 2023
Procure and install HHW Storage Building (Provide photos)	City of Pueblo	July 31, 2023
Award Vendor for HHW transportation	City of Pueblo	July 31, 2023
HHW Collection Start	City of Pueblo	August 31, 2023
Biannual status report due	City of Pueblo	November 1, 2023
Biannual status report due	City of Pueblo	May 1, 2024
Biannual status report due	City of Pueblo	November 1, 2024
Biannual status report due	City of Pueblo	May 1, 2025
Project completion date	City of Pueblo	December 31, 2025
SEP completion report due	City of Pueblo	December 31, 2025

Expected environmental and/or public health measures/results

When completed the updated RecycleWorks facility will integrate HHW collections services for County residents as well as City residents. This new addition will allow for items such as household cleaners, pesticides, fertilizers, automotive fluids, fluorescent light bulbs, paints,

batteries, and other common household waste items to be disposed of safely. When these items are improperly disposed of, they present serious risks to the environment and negatively impact the health and safety of residents. City and County residents currently have no reasonable options for disposing of these items other than through residential waste disposal methods which ultimately end up in the local landfill. PDPHE will track and report all HHW that is diverted by this new program.

Project budget

Complete the summary table below and itemize expenses according to the budget categories provided. Add lines as necessary. Documentation of all expenditures is required as part of the completion report.

Category	Description	SEP funds	Matching funds (if applicable)	Total cost
Personnel - salaries, wages (including rates and # of hrs.)	.5 FTE Staffing for HHW collection for normal operating hours. 1040 hours x 3yrs @ \$17 per hr.	\$53,040.00		\$53,040.00
	40 HAZWOPER training	\$500.00		\$500.00
Materials and supplies	PPE Gloves, Boots, Eye Protection, P-100 Face mask, Chemical Spill Kit,	\$1,000.00		\$1,000.00
	Tote boxes for chemical separation	\$1,000.00		\$1,000.00
Equipment	Prefabricated 10x40 Chemical storage building (See Attachments B.1 and B.2)	\$88,400.00		\$88,400.00
Contractors / subcontractors	HHW vendor for pick up and disposal x 3yr contract	\$205,000.00		\$205,000.00
	Construction of 10x40 concrete pad for prefabricated building.	\$11,500.00		\$11,500.00
	Fire Alarm Panel Installation and System Commissioning	\$9,000.00		\$9,000.00
Other Direct Costs	Transportation of prefabricated building from California	\$7,680.00		\$7,680.00
	Large forklift rental to placement of prefabricated building	\$1,760.00		\$1,760.00
Totals:		\$378,880.00		\$378,880.00

Please note: Any categorical changes exceeding 10% of the total budget require prior written approval from CDPHE through a SEP Modification.

Budget discussion

The estimated project budget of \$378,880 would provide set up and implementation for the first three years with the SEP. The City of Pueblo will provide additional funding and support required to continue program after the 3-year contract with the transportation hauler and staffing. PDPHE will continue to promote and educate all citizens of Pueblo County about proper HHW disposal.

Other relevant information

If the SEP is awarded to the City of Pueblo, The Pueblo Department of Public Health and Environment will transfer all funds to the City of Pueblo for the administration of the proposed project (Attachment C). SEP funds will be used to obtain the program resources and operate the household hazardous waste collection program as specified in the “Project Budget” section above. See Attachment A (City Letter) for additional information.

Photos or maps related to the project:



Reporting requirements

Biannual status reports

The SEP administrator will submit a biannual project status report to the department’s SEP coordinator. Status reports will include, at a minimum, the following information and be submitted using the department’s status report form:

- A description of activities completed to date;
- A budget summary table listing funds expended to date by budget category; and
- A discussion of any anticipated changes to the project scope or timeline.

SEP completion report

The SEP administrator will submit a SEP completion report to the department's SEP coordinator within 30 days of project completion and contain at a minimum:

- A detailed description of the project as implemented;
- A summary table identifying project deliverables and tasks along with the associated completion date;
- A description of any operating problems encountered and the solutions thereto;
- A full expense accounting including itemized costs, documented by copies of purchase orders, contracts, receipts or canceled checks;
- Certification and demonstration that the SEP has been fully implemented pursuant to the provisions of the settlement agreement and this SEP agreement;
- A description of the environmental and public health benefits resulting from implementation of the SEP along with **quantification** of the outcomes and benefits;

Additional information will include:

- Examples of brochures, educational or outreach materials developed or produced as part of the SEP; and
- Photographs documenting the project.

Third party SEP administrator conditions and requirements

Only qualified tax-exempt 501(c)(3) nonprofits or governmental organizations are eligible to serve as the SEP administrator. The SEP administrator agrees to the following SEP conditions and requirements:

- I. Maintain the SEP funds paid by the regulated entity in an independent SEP account and draw funds from the account as-needed for the purposes outlined in this SEP agreement.
- II. Communicate issues and concerns related to the SEP promptly to the department SEP coordinator.
- III. If the SEP administrator elects to publicize the name of a violator in connection with the SEP either orally or in writing, the SEP administrator must also include the following statement: *"This project was undertaken in connection with the settlement of an enforcement action taken by the Colorado Department of Public Health and Environment for violations of environmental laws and regulations"*.
- IV. Complete the SEP as described in this SEP agreement
 - a. Any changes to the approved project scope or timeline must receive prior written approval from the department.
 - b. Budget reallocations of up to 10% of the total SEP payment amount may be made without prior authorization. Budget reallocations of over 10% must first receive written prior authorization from the department.
- V. Complete the SEP within the time frame(s) indicated in this SEP agreement. If the SEP administrator is unable to meet the SEP agreement time frame(s) for the completion

of the SEP, the SEP administrator may request a deadline extension in writing from the department no later than 30 days prior to the deadline.

VI. In any of the following situations, all funds remaining in the SEP account shall be released to the department within 30 days of the department's written request:

- a. The SEP administrator fails to complete the project or submit the SEP completion report;
- b. The project has been fully implemented and there are still funds remaining in the SEP account; or
- c. The department terminates the SEP for failure of the third party SEP administrator to adhere to this SEP agreement.

VII. Make available, at the department's request, all records pertaining to the SEP.

- a. The SEP administrator shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the SEP or the delivery of services under the SEP agreement. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services.
- b. The SEP administrator authorizes the department to perform audits and/or inspections of its SEP records, at any reasonable time during the implementation of the project and for a period of one (1) year following the completion of the project.

Failure to adhere to any of the above conditions and requirements may result in the termination of the SEP and/or no further SEP referrals.

This section to be completed in the event of a SEP agreement only

Certification statement

I, Andrew E. Hayes, P.E., Director of Public Works, certify on behalf of City of Pueblo, that City of Pueblo is not required or has not previously committed to perform this project and agrees to the SEP conditions and requirements detailed in this document.



2023.01.30 07:29:10 -07'00'

Signed and dated

Andrew E. Hayes, P.E., Director of Public Works, City of Pueblo

Department use only

This SEP has been reviewed and approved by the Colorado Department of Public Health and Environment.

Kevin Mackey

Digitally signed by Kevin Mackey
Date: 2023.01.27 12:02:13 -07'00'

Signed and dated

Kevin Mackey, Hazardous Waste Permitting Unit Leader
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and Environment

Elizabeth A. Scherer

Digitally signed by Elizabeth A. Scherer
Date: 2023.01.27 08:57:01 -07'00'

Signed and dated

Elizabeth Scherer, Supplemental Environmental Projects Coordinator
Division of Environmental Health & Sustainability
Colorado Department of Public Health and Environment



Third-Party Liable Supplemental Environmental Project (SEP) Modification Request

Third Party Liable (Revised 6/16/2023)

Document is completed by the third-party SEP administrator.

The third-party SEP administrator submits the following SEP modification request to the Colorado Department of Public Health and Environment (the department) for consideration. If the modification is approved, it shall be signed by appropriate representatives of both the SEP administrator and the department and shall serve to modify the existing SEP agreement for the project at issue. All terms of the existing SEP agreement, not directly addressed through the amendment(s) below, remain in full force and effect.

Enforcement action information

Regulated entity name: The Pueblo Chemical Agent Destruction Pilot Plant (PCAPP)

Enforcement case no.: 22-05-10-01 & 22-05-10-02

Third party SEP administrator

Andrew Hayes, Director of Public Works

City of Pueblo

211 E. D Street

Pueblo, CO 81003

719-553-2295

ahayes@pueblo.us

Project title

Pueblo Household Hazardous Waste Year-Round Collection Facility

Basis for modification request

The City of Pueblo requests to modify the “Budget Discussion” section of the current SEP Agreement dated January 30, 2023 as indicated below. The modification is requested to add clarifying language such that the City cannot commit to a debt or multi-fiscal year obligation of future appropriations, and that this will not constitute a default or breach of the agreement. The modification also adjusts the due dates for project benchmarks, but does not extend the overall project completion date beyond the original deadline of 12/31/2025.

SEP agreement sections as modified

Project work plan

Please specify project activities or deliverables below, as well as completion dates associated with project milestones and reports. Status reports are required biannually for projects 1 year

in duration or longer. For projects under one year, a status report is required approximately half way through the project. Add rows as needed.

Activities / Deliverables	Staff responsible	Due date
SEP Payment from Regulated Entity to Third Party SEP Administrator	Todd Ailes - Project Manager Bechtel National, Inc.	Within 30 days of the effective date of the Consent Order
Proposed implementation start date	City of Pueblo	March 1, 2023
Hire and train 0.5 FTE staff	City of Pueblo	Ongoing through 12/31/2025
Start bid process for HHW transportation vendor	City of Pueblo	March 1, 2023 February 1, 2024
Biannual status report due	City of Pueblo	May 1, 2023 May 1, 2024
Construct concrete slab (provide photos)	City of Pueblo	June 30, 2023 March 1, 2024
Award Vendor for HHW transportation	City of Pueblo	April 1, 2024
Procure Safety PPE, storage totes, etc.	City of Pueblo	June 30, 2023 May 1, 2024
Procure and install HHW Storage Building (Provide photos)	City of Pueblo	July 31, 2023 May 1, 2024
Award Vendor for HHW transportation	City of Pueblo	July 31, 2023
HHW Collection Start	City of Pueblo	August 31, 2023 June 1, 2024

Biannual status report due	City of Pueblo	November 1, 2023 November 1, 2024
Biannual status report due	City of Pueblo	May 1, 2024 May 1, 2025
Biannual status report due	City of Pueblo	November 1, 2024 November 1, 2025
Biannual status report due	City of Pueblo	May 1, 2025
Project completion date	City of Pueblo	December 31, 2025
SEP completion report due	City of Pueblo	December 31, 2025

Budget Discussion

The estimated project budget of \$378,880 would provide set up and implementation for the first three years with the SEP. PDPHE will continue to promote and educate all citizens of Pueblo County about proper HHW disposal. **The City of Pueblo will provide additional funding and support required to continue program after the 3-year contract with the transportation hauler and staffing; provided, however, it is expressly recognized that any such additional funding shall not 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. In the event the budget or other means of appropriations for any such year fails to provide any such additional funding, such failure shall not constitute a default or breach of this Agreement by the City.**

This section to be completed in the event of an approved SEP modification only.

I, Andrew Hayes, Director of Public Works, certify on the behalf of the City of Pueblo that the City of Pueblo approved the above modifications to the SEP Agreement.

Signed and dated
Nicholas A. Gradisar, Mayor
City of Pueblo

Department use only

This SEP modification has been reviewed and approved by the Colorado Department of Public Health and Environment.

Signed and dated

Amy Williams, Hazardous Waste Permitting Unit Leader
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and Environment

Elizabeth Scherer, Supplemental Environmental Projects Coordinator,
Division of Environmental Health & Sustainability
Colorado Department of Public Health and Environment



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING THE 2ND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT MTF M086-088 (24024)/TAP M086-091 (24079) FOR PRAIRIE AVENUE TO MINNEQUA LAKE TRAIL PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a 2nd Amendment of an Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Prairie Avenue to Minnequa Lake Trail.

PREVIOUS COUNCIL ACTION:

Ordinance 9969, final adoption by City Council on July 26, 2021, established project CI2115, approved the Intergovernmental Agreement (IGA) between the City of Pueblo and the Colorado Department of Transportation (CDOT), budgeted and appropriated funds totaling \$388,000 for the Prairie Avenue to Minnequa Lake Trail Project.

Resolution 14816, final approval by City Council on February 28, 2022, awarded an Agreement for Professional Design Services to Dibble & Associates Consulting Engineers, Inc., for engineering design services for Prairie Avenue to Minnequa Lake Trail Project.

Ordinance 10307, final approved by City Council on October 24, 2022, approved the 1st amendment to the Intergovernmental Agreement (IGA) between the City of Pueblo and the Colorado Department of Transportation (CDOT), budgeted and appropriated funds totaling \$1,022,542.00 for the Prairie Avenue to Minnequa Lake Trail Project.

BACKGROUND:

This Ordinance approves the 2nd Amendment to the Intergovernmental Agreement, originally effective on May 10, 2021, between the City and CDOT. This amendment is due to the removal of Professional Liability and Protected Information insurance requirements.

The project includes the design and construction of an on-street and off-street trail connection from Prairie Avenue and SH45, Pueblo Boulevard, to Lake Minnequa in the City, Project M086-088 (24024) and M086-091 (24079). The project will include the design of the entire project and will include construction of a ten-foot-wide concrete multi-use trail, trailhead improvements and trail grade improvements. The project will also include lighting, crosswalk improvements, on-street bike lanes, bollards and some grading.

FINANCIAL IMPLICATIONS:

No financial implications.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance would put the stated insurance back into the project.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Complete Draft AM2 Pueblo (24024 24079) 331002373 Oct 27 2023 draft

ORDINANCE NO.

AN ORDINANCE APPROVING THE 2ND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT MTF M086-088 (24024)/TAP M086-091 (24079) FOR PRAIRIE AVENUE TO MINNEQUA LAKE TRAIL PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 2nd Amendment to the Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and State of Colorado, acting by and through the Colorado Department of Transportation (CDOT), Project: MTF M086-088 (24024)/TAP M086-091 (24079), Prairie Avenue to Minnequa Lake Trail, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the IGA 2nd Amendment in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 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

STATE OF COLORADO AMENDMENT

Amendment #: 2

Project #: MTF M086-088 (24024) / TAP M086-091 (24079)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 21-HA2-XC-00024-M0004
Local Agency CITY OF PUEBLO		Original Agreement Routing Number 21-HA2-XC-00024
Agreement Maximum Amount \$1,410,542.00	Agreement Performance Beginning Date May 10, 2021	
	Agreement Expiration Date February 24, 2031	

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____	
LOCAL AGENCY CITY OF PUEBLO _____ Signature _____ By: (Nick Gradisar, Mayor) Date: _____	LOCAL AGENCY (2 nd Signature if Necessary) _____ ATTESTED BY _____ By: (Maria Stoller, City Clerk) Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____
--

1) PARTIES

This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into the Agreement for design and construction of an on-street and off-street trail connection from Prairie Avenue and SH45, Pueblo Blvd, to Lake Minnequa in the City of Pueblo, CO on May 10, 2021. Now the Parties desire to make modifications to insurance requirements by removing Protected Information and Professional Liability Insurance as they do not apply to the Projects.

5) MODIFICATIONS

Both Parties wish to modify the Agreement as certain insurance provisions do not apply with the projects listed in this Agreement. The modifications are as follows:

- 1) Remove **Section 12. (B). (iv).**: All references to this section are removed from the Agreement in its entirety and;
- 2) Remove **Section 12. (B). (v).**: All references to this section are removed from the Agreement in its entirety and;
- 3) Replace **Exhibit D**, with **Exhibit D-1**, which is attached hereto.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions. Nothing in this Amendment shall be construed or applied as a compromise or release in any manner with respect to Local Agency’s claim that the insurance requirements in Section 12.B.vi (Crime Insurance) were waived by State.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT D-2:
Local Agency Resolution



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT TAP M086-072 (20192) / MTF 086-089 (24054) FOR THE ARKANSAS RIVER TRAIL PHASE 4 PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a 1st Amendment of an Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Arkansas River Trail Phase 4 Project.

PREVIOUS COUNCIL ACTION:

Ordinance 9010 established the Arkansas River Trail Upgrade and Safety Improvements Phase 4 Project, budgeted and appropriated funds in the amount of \$770,618, transferred funds in the amount of \$65,887 from the Conservation Trust Fund, Authorized funds in the amount of \$88,237 from the Black Hills Underground Utility Fund to be expended and approved an IGA between the City and CDOT to receive grant funds in the amount of \$616,494 for the Project.

Ordinance 9480 authorized funds in the amount of \$88,2372 from the Black Hills Energy Underground Utility Fund.

Ordinance 9487 authorized an additional \$69,292 from the Black Hills Energy Underground Utility Fund.

Ordinance 9751 authorized an additional \$28,187.20 from the Black Hills Energy

Underground Utility Fund, approved an Intergovernmental Agreement, TAP M086-072 (20192)/MTF 086-089 (24054), and budgeted and appropriated funds in the amount of \$200,000.

BACKGROUND:

This Ordinance approves the 1st Amendment to the Intergovernmental Agreement relating to the Arkansas River Trail Phase 4 Project, originally effective on July 30, 2020, between the City and CDOT. This amendment is due to the removal of Professional Liability and Protected Information insurance requirements.

The City of Pueblo is completing Phase 4 of the Arkansas River Trail Upgrade and Safety Improvement Project which includes the construction of a trailhead parking area along the West side of the 4th Street Bridge, a vehicle access road to the river and handicap parking and drop off to the White Water Park.

FINANCIAL IMPLICATIONS:

No financial implications.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance would put the stated insurance back into the project.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Compete Draft AM1 Pueblo (20192 24054) 331002184 Oct 27 2023 draft

ORDINANCE NO.

AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT TAP M086-072 (20192) / MTF 086-089 (24054) FOR THE ARKANSAS RIVER TRAIL PHASE 4 PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 1st Amendment to the Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and State of Colorado, acting by and through the Colorado Department of Transportation (CDOT), Project: TAP M086-072 (20192)/MTF 086-089 (24054), Arkansas River Trail Upgrade - Phase 4, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the IGA 1st Amendment in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 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

STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: TAP M086-072 (20192) / MTF 086-089 (24054)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 20-HA2-XC-03005-M0002
Local Agency CITY OF PUEBLO		Original Agreement Routing Number 20-HA2-XC-03005
Agreement Maximum Amount \$970,618.00	Agreement Performance Beginning Date July 30, 2020	
	Agreement Expiration Date June 27, 2030	

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____	
LOCAL AGENCY CITY OF PUEBLO _____ Signature _____ By: (Nick Gradisar, Mayor) Date: _____	LOCAL AGENCY (2 nd Signature if Necessary) _____ ATTESTED BY _____ By: (Maria Stoller, City Clerk) Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____
--

1) PARTIES

This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties originally entered into this Agreement for the Arkansas River Trail Upgrade-Phase 4, on July 30, 2020. Now the Parties desire to make modifications to insurance requirements by removing Protected Information and Professional Liability Insurance as they do not apply to the Projects.

5) MODIFICATIONS

Both Parties wish to modify the Agreement as certain insurance provisions do not apply with the projects listed in this Agreement. The modifications are as follows:

- 1) Remove **Section 12. (B). (iv)**.: All references to this section are removed from the Agreement in its entirety and;
- 2) Remove **Section 12. (B). (v)**.: All references to this section are removed from the Agreement in its entirety and;
- 3) Replace **Exhibit D**, with **Exhibit D-1**, which is attached hereto.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions. Nothing in this Amendment shall be construed or applied as a compromise or release in any manner with respect to Local Agency’s claim that the insurance requirements in Section 12.B.vi (Crime Insurance) and/or Section 12.B.vii(Cyber/Network Security and Privacy Liability) were waived by State.

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EXHIBIT D-1:
Local Agency Resolution



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 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 AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE UNITED WAY OF PUEBLO COUNTY, COLORADO, INC., ESTABLISHING PROJECT NO PS2308 FOR THE DOT'S PROGRAM, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$14,017 FOR THE PURPOSES AUTHORIZED BY THE SERVICE AGREEMENT

SUMMARY:

Attached is a copy of the Community Investment Award Letter and Service Agreement between the City of Pueblo ("City") and United Way of Pueblo County, Colorado, Inc. ("United Way") concerning the distribution of an award by United Way in the amount of \$14,017.00 to the Pueblo Fire Department for its DOTS Program.

PREVIOUS COUNCIL ACTION:

Approval of a similar award in 2021 and 2022.

BACKGROUND:

The purpose of the United Way grant is to provide funding, in the amount of \$14,017, directly to the City of Pueblo Fire Department these funds will be used to reduce the overuse and misuse of the 911 system by working directly with the community and interagency partners to identify emergency system super-users or misusers and subsequently direct them to the correct resources.

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. Sevice Agreement - United Way - Pueblo - UWPC Edits
2. award letter

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE UNITED WAY OF PUEBLO COUNTY, COLORADO, INC., ESTABLISHING PROJECT NO PS2308 FOR THE DOT'S PROGRAM, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$14,017 FOR THE PURPOSES AUTHORIZED BY THE SERVICE 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 United Way of Pueblo County for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the United Way of Pueblo County, Colorado, Inc. has awarded the Pueblo Fire Department \$14,017.00 with conditions provided in the Service Agreement; 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 Community Investment Award Letter from United Way of Pueblo County, Colorado, Inc. to the Pueblo Fire Department in the amount of \$14,017., 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. PS2308 DOTS Community Outreach is hereby established. The total project amount of \$14,017 is hereby budgeted and appropriated to Project No. PS2308 for expenditure for the purposes authorized by the Service 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 Service Agreement to effectuate 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

SERVICE AGREEMENT

This Service Agreement ("Agreement") dated this ____ day of _____, 2023 between the **UNITED WAY OF PUEBLO COUNTY, COLORADO, INC.**, a Colorado Nonprofit Corporation ("United Way") and the **City of Pueblo**, a Colorado municipal corporation ("City") for the disbursement of award funds to the City for the Directing Others to Services (DOTS) Program.

The UNITED WAY through its Community Investment Committee is providing the City with an award of Fourteen Thousand Seventeen dollars (\$14,017.00). The award is to be used by the Pueblo Fire Department for its DOTS Program. Specifically, these funds will be used to reduce the overuse and misuse of the 911 system by working directly with the community and interagency partners to identify emergency system super-users or misusers and subsequently direct them to the correct resources.

Funds disbursement and expense reports will be on the following schedule:

1. January 31, 2024, first disbursement of Fourteen Thousand Seventeen dollars (\$14,017.00).
2. April 30, 2024, first expense report due.
3. July 31, 2024, second expense report due.

Executed the day and year stated above.

UNITED WAY OF PUEBLO COUNTY, COLORADO, INC.,
A Colorado nonprofit corporation

City of Pueblo, a Colorado
municipal corporation

, President/CEO

Nicholas A. Gradisar, Mayor
On behalf of the City of Pueblo

ATTEST: _____
City Clerk

[◀ Back to application](#)

Community Investments Award Letter

...

Form for "Community Investments Award Letter"

Dear Chief Barb Huber ,

On behalf of the United Way of Pueblo County Board of Trustees, I wish to thank you for your commitment to Pueblo County and its citizens by providing programs that enrich and change lives. We are proud to be your partner in helping to make Pueblo a better place to live, work, and play.

The Community Investments Committee is pleased to provide Pueblo Fire Department with an award of 14017 as a result of United Way of Pueblo County fundraising efforts and the generosity of numerous donors and volunteers. Grant cycle will run July 1, 2023 – June 30, 2024 and payments will be made in installments.

Funded focus area and program(s):

Crisis Intervention

- PROGRAM DOTS Program

Member Agency:

Report deadlines (last day of month following end of quarter):

- | | |
|---|------------------|
| • 1st Quarter (July – September) | October 31, 2023 |
| • 2nd Quarter (October – December) | January 31, 2024 |
| • 3rd Quarter (January – March) | April 30, 2024 |
| • 4th Quarter (April – June) & Final Report | July 31, 2024 |

Community Impact:

Report deadlines (mid-year and final reports):

MARK AS COMPLETE



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 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 THE TRANSFER OF FUNDS IN THE AMOUNT OF \$64,000.00 FROM THE PUEBLO TRIPLE AIM CORPORATION TO PROJECT NO. PS2214 FOR USE IN THE DOTS PROGRAM.

SUMMARY:

Funds in the amount of \$64,000.00 shall be accepted from Pueblo Triple Aim and budgeted and appropriated into Project No. PS2214 for use in the DOTS Program (Directing Others To Services).

PREVIOUS COUNCIL ACTION:

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

On March 16, 2022, Ordinance No. 10130 was approved by City Council approving the cooperation agreement with Pueblo Triple Aim Corporation and Health Colorado Inc. accepting, budgeting and appropriating funds to establish a full-time position and continue a part-time telehealth position connected with the DOTS program.

On November 28, 2022, Ordinance No. 10336 Was approved by City Council approving the Fall 2022 Community Reinvestment Grant Agreement and accepting, budgeting and appropriating funds in the amount of \$71,184.48. for Project No. PS2214 and staffing positions.

BACKGROUND:

The Pueblo Fire Department works closely in partnership with other agencies in the community to help citizens navigate healthcare resources. The Directing Others to Services (DOTS) program consists of a trained outreach team that visits individuals who overutilize 911/Emergency Rooms and educates and connects them to resources. This has routinely decreased their "usage" of unnecessary emergency medical

services by 50%. The purpose of the new funding is to continue the decrease in usage of unnecessary emergency medical services.

FINANCIAL IMPLICATIONS:

Project No. PS2214 has been established, with the passage of a previous ordinance accepting Funds in the amount of \$71,184.48 for the purposes of funding the salary and benefits of the full-time coordinator position and part time telehealth position in 2023. The funding was provided to the Pueblo Triple Aim Corporation through September of 2023 with the remaining three months of the position covered by the General Fund at a cost of \$17,796.21. The approval of the \$64,000 funds will continue the financial support of the DOTS program into 2024.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels and not provide the necessary full-time staff support for the DOTS Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING THE TRANSFER OF FUNDS IN THE AMOUNT OF \$64,000.00 FROM THE PUEBLO TRIPLE AIM CORPORATION TO PROJECT NO. PS2214 FOR USE IN THE DOTS PROGRAM.

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

SECTION 1.

The addition of \$64,000 to Project PS2214 for use in the DOTS Program, having been approved as to form by the City Attorney, is hereby approved.

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 effectuate and transactions described therein.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TATIANA BAILY, PH.D., DBA PEAK ANALYTICS CONSULTING, AND CENTER FOR TECHNOLOGY, RESEARCH AND COMMERCIALIZATION DBA DATA-DRIVEN ECONOMIC STRATEGIES, A COLORADO NON-PROFIT CORPORATION RELATING TO THE PUEBLO MONTHLY ECONOMIC DASHBOARD REPORTS

SUMMARY:

Attached is a proposed Ordinance that approves and authorizes the Mayor to sign a Second Amendment to a professional services agreement with Dr. Tatiana Bailey, Ph.D., dba Peak Analytics Consulting, and the Center for Technology, Research and Commercialization, dba Data-Driven Economic Strategies, a Colorado Non-profit Corporation relating to the Pueblo Monthly Economic Dashboard reports.

PREVIOUS COUNCIL ACTION:

On June 13, 2022, by Ordinance No. 10194, City Council approved a Consulting Agreement for Dr. Bailey to develop a Pueblo monthly economic dashboard and to provide monthly dashboard reports through March 31, 2023. On February 27, 2023, by Ordinance No. 10398, City Council approved an amendment to the Consulting Agreement for Dr. Baily extending the term of the contract to December 31, 2023, and assigning the contract to Data-Driven Economic Strategies.

BACKGROUND:

The attached Second Amendment makes one (1) change to the current Consulting Agreement – the term of the contract will be extended to April 1, 2024, from December 31, 2023.

FINANCIAL IMPLICATIONS:

This Second Amendment will add \$17,500 to the maximum contract value of the professional services agreement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this ordinance, the Agreement will terminate on December 31, 2023.

RECOMMENDATION:

This Ordinance is recommended by Councilor Dennis Flores.

ATTACHMENTS:

1. 11-27-23 Economic Dashboard Ordinance 2nd Amendment

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TATIANA BAILY, PH.D., DBA PEAK ANALYTICS CONSULTING, AND CENTER FOR TECHNOLOGY, RESEARCH AND COMMERCIALIZATION DBA DATA-DRIVEN ECONOMIC STRATEGIES, A COLORADO NON-PROFIT CORPORATION RELATING TO THE PUEBLO MONTHLY ECONOMIC DASHBOARD REPORTS

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

SECTION 1.

The Second Amendment to the Agreement for Professional Services ("2nd Amendment") between the City of Pueblo, a Colorado Municipal Corporation, Tatiana Bailey, Ph.D., dba Peak Analytics Consulting, and the Center for Technology, Research and Commercialization dba Data-Driven Economic Strategies, a Colorado Non-profit Corporation, June 13, 2022, nunc pro tunc April 1, 2022, a copy of which is attached hereto, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the 2nd Amendment in the name of the City, and the Clerk is authorized to affix the seal of the City thereto and attest the same after approval as to form by the City Attorney.

SECTION 3.

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 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

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment to Agreement for Professional Services ("2nd Amendment") is entered into as of the latest date stated on the signature page ("Effective Date") by and between the City of Pueblo, Colorado, a municipal corporation organized under the laws of the State of Colorado ("City"), Tatiana Bailey, Ph.D., and individual, dba Peak Analytics Consulting ("Consultant"), and the Center for Technology, Research, and Commercialization dba, Data-Driven Strategies, a Colorado non-profit corporation ("DDES") (individually "Party" and collectively "Parties").

WITNESSETH

WHEREAS, The Parties entered into a Professional Services Agreement ("Agreement") dated June 13, 2022, nunc pro tunc to April 1, 2022, as first amended on February 27, 2023 ("First Amendment"); and

WHEREAS, The Parties seek to further amend the Agreement to change the term of the Agreement to coincide with the original understanding of the project.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term. Section 4 of the Agreement (Term) as amended by the First Amendment is hereby deleted and replaced as follows:

 (4) Term. The terms of this Amendment begins on October 1, 2022, and ends on April 1, 2024.
2. Contract Value. The maximum amount payable by the City under the Agreement shall be amended to include an additional \$17,500.
3. Ratification of Prior Agreement. The Agreement, including the First Amendment, is hereby ratified, republished, and incorporated herein by reference and shall remain in full force and effect, except as amended by the 2nd Amendment.
4. Authority of Mayor. The Mayor executes this Amendment pursuant to the authority granted under the Pueblo Municipal Code Section 1-5-2 (2) (f).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS, WHEREOF, the Parties have executed this Agreement as of the latest date written below and under the laws of the state of Colorado.

City of Pueblo, Municipal Corporation

By: _____
Nick Gradisar, Mayor

Date: _____

ATTEST:

By: _____
Marisa Stoller, City Clerk

Date: _____

APPROVED AS TO FORM:

Attorney for City of Pueblo

By: _____
City Attorney

Date: _____

TATIANA BAILEY PhD., an individual dba PEAK ANALYTICS CONSULTING:

By: _____
Tatiana Bailey, Ph.D.

Date: _____

CENTER FOR TECHNOLOGY, RESEARCH AND COMMERCIALIZATION dba DATA-DRIVEN ECONOMIC STRATEGIES, a Colorado nonprofit corporation

By: _____
Executive Director, DDES

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY THREE ACRES OF LAND GENERALLY LOCATED AT 1725 WEST PUEBLO BOULEVARD FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT AND A-4, AGRICULTURAL FOUR ZONE DISTRICT TO B-4, REGIONAL BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately three acres generally located at 1725 West Pueblo Boulevard from B-3, Highway and Arterial Business Zone District and A-4, Agricultural Four Zone District to B-4, Regional Business Zone District to facilitate commercial uses in this currently vacant area.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This rezone site spans just under three acres of land northeast of the intersection of West Pueblo Boulevard and Gretna Avenue and includes six different parcels. Pueblo Urban Renewal Authority owns the largest of the parcels, which they acquired in 2011 in exchange for providing financial assistance with the construction of the Minnequa Fire Station and related site improvements. The rezoning area is located north and east of the former Brass Saddle bar, which closed about two years ago. The applicant intends to demolish this building for their intended new commercial construction project that would be permitted under the proposed B-4 Regional Business zoning. The applicant's tentative site plan proposes a tire shop and a drive-thru coffee shop; both are uses by right in a B-4 Zone District. When staff requested review comments from the other city departments, both City Transportation and the Colorado Department of Transportation made comment on their site plan regarding vehicular access from Lakeshore Drive. However, neither department has concerns about the rezoning case,

and the applicant intends to implement the proposed changes during the Commercial Site Plan Review process.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 8, 2023 Regular Meeting, voted 6-0 to recommend approval, Commissioner Martinez 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-23-09 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY THREE ACRES OF LAND GENERALLY LOCATED AT 1725 WEST PUEBLO BOULEVARD FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT AND A-4, AGRICULTURAL FOUR ZONE DISTRICT TO B-4, REGIONAL BUSINESS 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 Zone District and A-4, Agricultural Four Zone District to B-4, Regional Business Zone District:

LOTS 1 THROUGH 15 AND 24 THROUGH 46 BLOCK 5, "SUNNY SIDE, A RESUBDIVISION OF LAKE GARDENS", RECEPTION NO. 113110, BOOK 9 PAGE 24 OF THE RECORDS OF PUEBLO COUNTY, COLORADO, TOGETHER WITH NORTH HALF OF ALLEY ADJACENT TO LOTS 1 THROUGH 15 AND THE SOUTH HALF OF SAID ALLEY ADJACENT TO LOTS 24 THROUGH 46 VACATED BY ORDINANCE #4947 RECORDED IN BOOK 2107 AT PAGE 377 OF SAID COUNTY RECORDS, LOCATED WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14, T21S, R65W OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID LOT 1, BLOCK 5, SAID POINT BEING THE NORTHEAST INTERSECTION OF PUEBLO BOULEVARD AND GRETN DRIVE;

THENCE N01°00'08"W ALONG THE EAST RIGHT-OF WAY LINE OF GRETN DRIVE, 263.97 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF RENO AVENUE;

THENCE N88°59'57"E ALONG SAID SOUTH LINE, 284.46 FEET TO THE NORTHEAST CORNER OF LOT 36;

THENCE CONTINUING N88°59'20"E ALONG SAID SOUTH LINE, 309.29 FEET TO THE WEST RIGHT-OF-WAY LINE OF PALMER AVENUE;

THENCE S01°00'22"E ALONG SAID WEST LINE, 131.94 FEET;

THENCE S88°59'35"W A DISTANCE OF 209.41;

THENCE S00°59'00"E A DISTANCE OF 132.06 FEET TO THE SOUTHEAST CORNER OF LOT 15 BLOCK 5, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF PUEBLO BOULEVARD;

THENCE S88°59'54"W ALONG SAID NORTH LINE, 384.30 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 129,079 SQUARE FEET (2.963 ACRES, MORE OR LESS).

BASIS OF BEARINGS: A PORTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PUEBLO BOULEVARD, MONUMENTED AT THE SOUTHWEST CORNER OF LOT 16 BLOCK 5 "SUNNY SIDE, A RESUBDIVISION OF LAKE GARDENS" WITH A No. 5 REBAR WITHOUT A CAP FROM WHENCE THE SOUTHWEST CORNER OF SAID BLOCK 5 MONUMENTED BY A GREEN PLASTIC CAP STAMPED "38245" BEARS S88°59'54"W A DISTANCE OF 384.30 FEET. THE UNIT OF MEASUREMENT IS THE US SURVEY FOOT.

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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

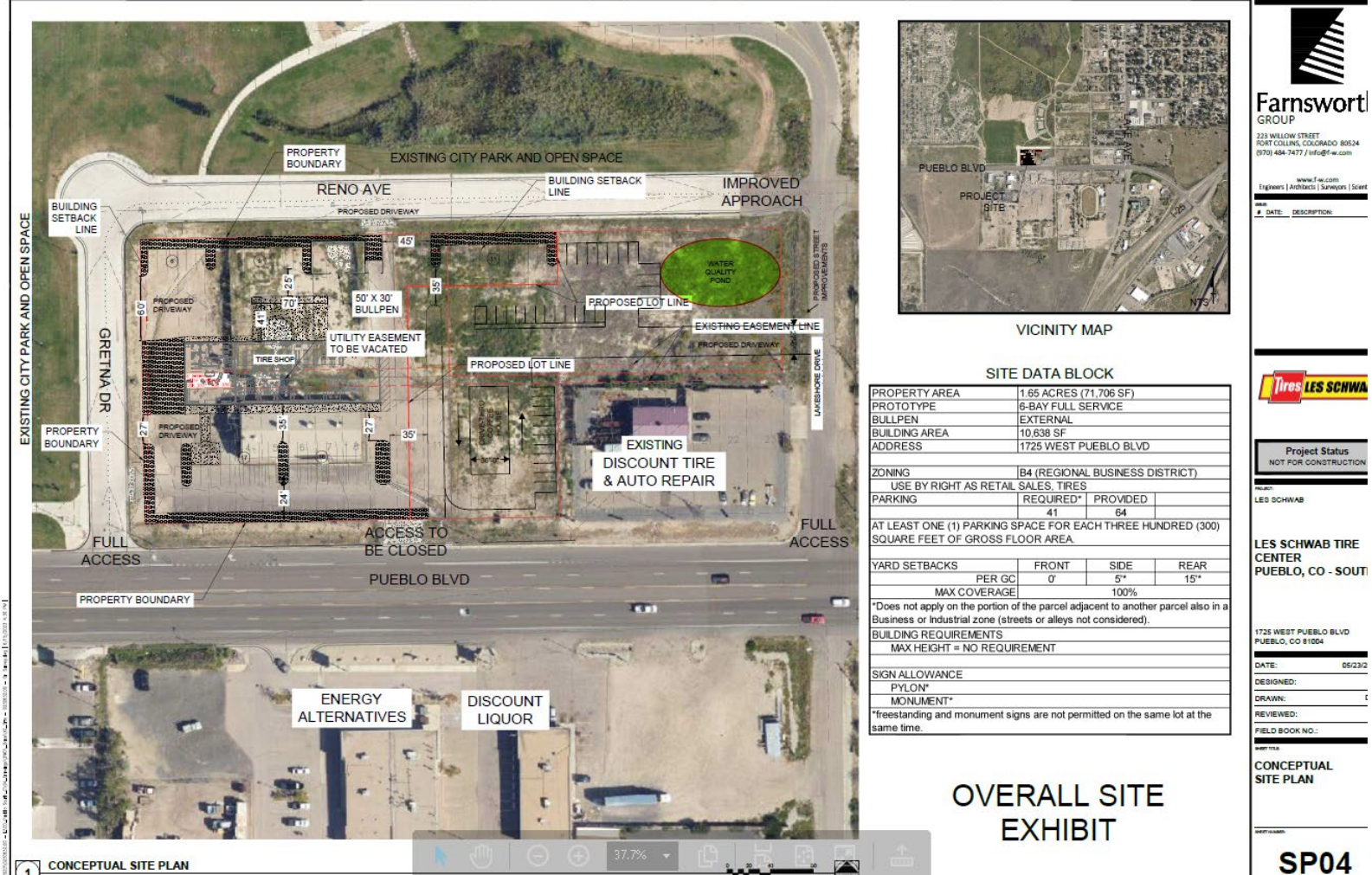
☐ Ordinance re-adopted on a vote of _____, on _____

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

President of City Council

ATTEST

City Clerk



Farnsworth GROUP
233 WILLOW STREET
FORT COLLINS, COLORADO 80534
(970) 484-7477 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

Project Status
NOT FOR CONSTRUCTION

LES SCHWAB

LES SCHWAB TIRE CENTER
PUEBLO, CO - SOUTH

1725 WEST PUEBLO BLVD
PUEBLO, CO 81004

DATE: 05/23/22
DESIGNED:
DRAWN:
REVIEWED:
FIELD BOOK NO.:

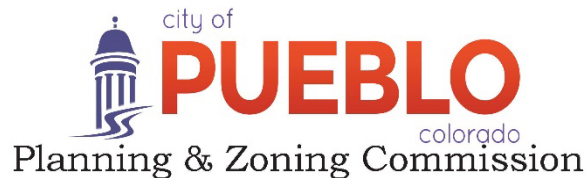
CONCEPTUAL SITE PLAN

SP04

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, November 8, 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: Alexandra Aznar, Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Christopher Pasternak.

Commissioners Absent: Sarah Martinez

Staff Members Present: Paul Willumstad, Attorney; David Wyatt, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Mikaylin Hackley, Planner, Jay-Michael Baker, Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move item V-23-06 before item Z-23-09 and approve the November 8, 2023, agenda as amended, seconded by Spinuzzi.

Motion Passed: 6-0.

Public Hearing:

1. Z-23-09 Rezoning 1725 W Pueblo Blvd. Approximately 3 acres, generally located northeast of the intersection of W. Pueblo Blvd. and Gretna Ave, to be rezoned from Highway and Arterial Business (B-3) and Agricultural Four (A-4) Districts to Regional Business (B-4) District. Staff report by Mikaylin Hackley, Planner.

Hearing: Applicant, Jerry Pacheco remained sworn in and spoke in favor of the application. No one appeared in opposition.

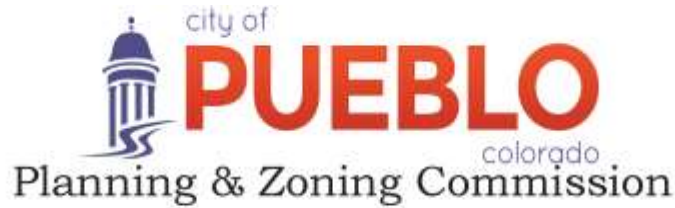
Commission Action: Bailey motioned to recommend approval of the application to City Council, seconded by Spinuzzi.

Motion Passed: 6-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-23-09

TO: City of Pueblo, Planning and Zoning Commission

FROM: Mikaylin Hackley, Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: November 8, 2023

SUBJECT: Rezone from B-3, Highway and Arterial Business District and A-4, Agricultural Four District to B-4, Regional Business District

APPLICANT: Brian Zurek, DTC Pueblo & Gretna LLC

PROPERTY OWNER(S): Pueblo Urban Renewal Authority, Walter Stupnik, and William B. Gradishar

LOCATION: Generally located northeast of the intersection of W Pueblo Blvd. and Gretna Ave.

CONCURRENT REQUESTS: N/A

REQUEST:

The property owners are requesting to rezone approximately 3 acres generally located at 1725 W Pueblo Blvd from Highway and Arterial Business (B-3) and Agricultural Four (A-4) Districts to Regional Business (B-4) District. The purpose of the rezoning is to facilitate commercial uses in this currently vacant area.

BACKGROUND AND ANALYSIS:

This rezone site spans just under 3 acres of land northeast of the intersection of W Pueblo Blvd. and Gretna Ave. and includes six different parcels. Pueblo Urban Renewal Authority owns the largest of the parcels, which they acquired in 2011 in exchange for financing construction of the Minnequa Fire Station and related site improvements. The rezoning area is located north and east of the former Brass Saddle bar, which closed about two years ago. The applicant intends to demolish this building for their intended new commercial construction project that would be permitted under the proposed B-4 Regional Business zoning.

The applicant's tentative site plan proposes a tire shop and a drive-thru coffee shop; both are uses by right in a B-4 district. When staff requested review comments from the other city departments, both City Transportation and CDOT made comment on their site plan regarding vehicular access from Lakeshore Dr. However, neither department has concerns about the rezoning case, and the applicant intends to implement the proposed changes during the Commercial Site Plan Review process.

LAND USE AND PLANNING COMMENTS

CHARACTER AND COMPATIBILITY

Site Character: The site contains undeveloped land and a currently vacant 6,000 sq. ft. structure.

Neighborhood Compatibility: North A-4 Agricultural Four District, Park Space

East I-2 Light Industrial District, Vacant Lot

South B-3 Highway and Arterial Business District, Discount Tire

West A-4 Agricultural Four District, Park Space

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed Use and Parks and Open Space. The northern parcels, located closest to Lake Minnequa Park, are designated as Parks and Open Space. The Parks and Open Space designation appears to be the result of staff oversight during Comprehensive Plan development, as the 2010 Minnequa Master Plan designates this area for future commercial development.

According to the Comprehensive Plan, Commercial Mixed-Use areas are characterized by a mixture of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. Infill and redevelopment are encouraged to revitalize underutilized Commercial Mixed-Use areas. The rezoning will facilitate redevelopment of the former Brass Saddle site and infill commercial development, serving park users and the surrounding residential neighborhoods.

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 **Rezoning this site furthers the goals of the comprehensive plan because it allows for new commercial development in this unutilized area.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

☐ Comments **The Comprehensive Plan designated the northern half of this property as Parks and Open Space, but this does not reflect the current character of the site, and the 2010 Lake Minnequa Master Plan identifies the site for commercial development.**

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 **The application contains the required information**

A statement of the proposed time schedule for beginning and completion of development.

☐ Comments **The application contains the required information**

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 contains the required information**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(18) OF THE PMC:

A. Purpose of B-4 Zone District Standards:

The standards for this district (B-4) are intended to provide areas for the location of business and other central services required by the region at large.

RECOMMENDED ACTION:

If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate.

REFERRAL AGENCIES AND COMMENTS:

- | | |
|--|---|
| <ul style="list-style-type: none"> • City Public Works • City Transportation | <p>No comment</p> <p>The City Transportation Dept. has no issue with the rezoning request. However, a driveway will not be allowed on Lakeshore Dr. The coffee shop shall obtain access from Reno Ave only. Reno is the most appropriate access point for both businesses. It would benefit both businesses for Reno to be the only access for patrons.</p> |
|--|---|

- | | |
|--|--|
| • 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 | See attachment F (Note that CDOT has no objection to rezoning) |

ATTACHMENTS:

- A. Aerial Photograph**
- B. Zoning Map**
- C. Comprehensive Plan Map**
- D. Site Photos & Public Notice**
- E. Zoning Exhibit**
- F. Supporting Documents**

A. Aerial Photo



B. Zoning Map



C. Comprehensive Plan Map



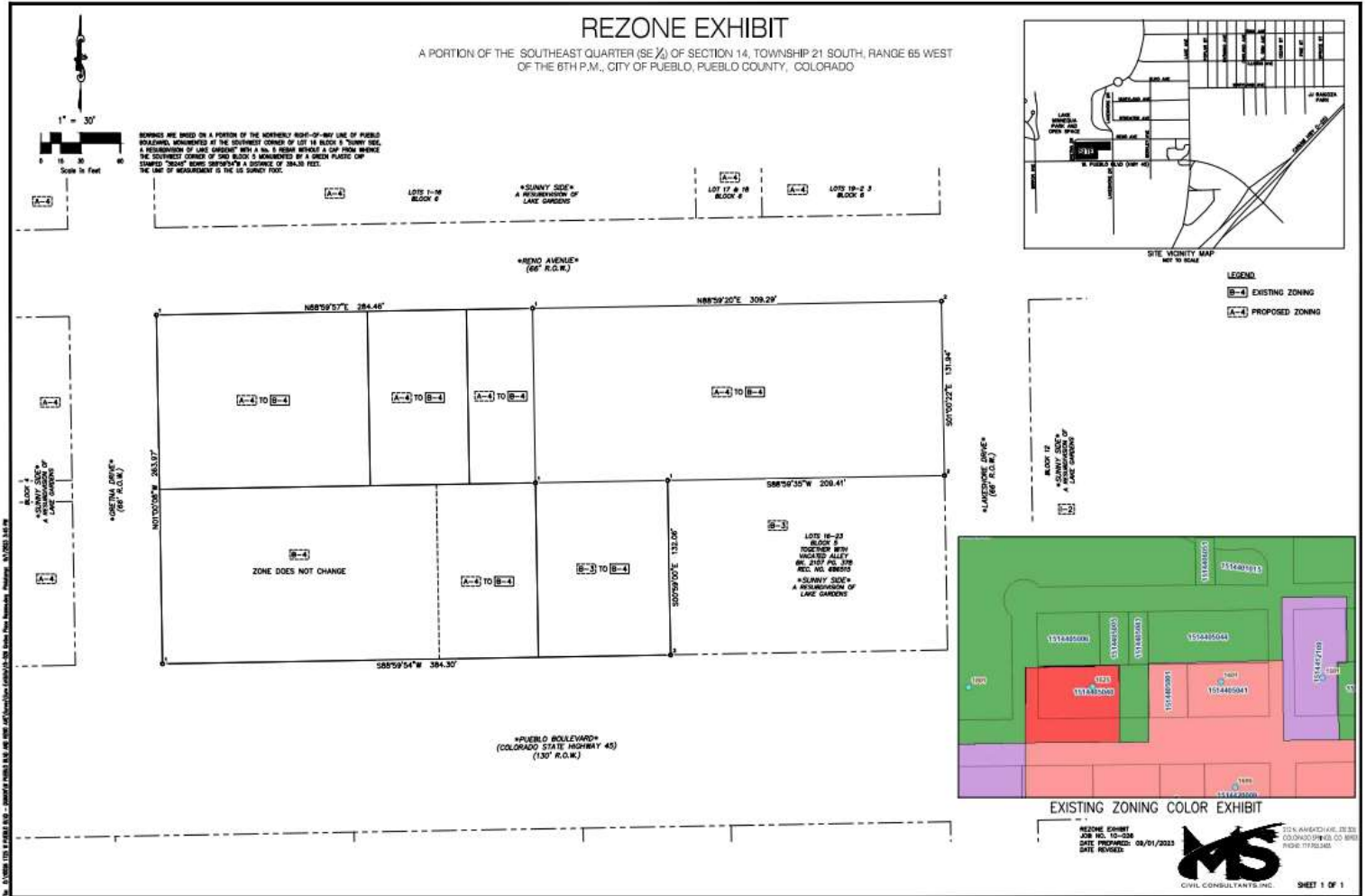
D. Site Photos & Public Notice







E. Zoning Exhibit



F. Supporting Documents



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

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: William B. Gradishur

Signature: *William B. Gradishur*

Date: 09/06/2023

Property Owner

Print Name: Walter F. Stupnik

Signature: *Walter F. Stupnik*

Date: 09/06/2023

Applicant, if different from Property Owner

Print Name: Brian Zurek

Signature: *Brian Zurek*

Date: 9.2.2023

[Signature]
 Executive Director
 for PURA
 9/25/2023



1 CONCEPTUAL SITE PLAN
SCALE: 1"=40'

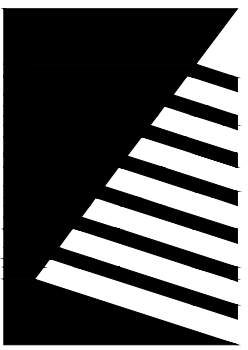


VICINITY MAP

SITE DATA BLOCK

PROPERTY AREA	1.65 ACRES (71,706 SF)		
PROTOTYPE	6-BAY FULL SERVICE		
BULLPEN	EXTERNAL		
BUILDING AREA	10,638 SF		
ADDRESS	1725 WEST PUEBLO BLVD		
ZONING	B4 (REGIONAL BUSINESS DISTRICT)		
USE BY RIGHT AS RETAIL SALES, TIRES			
PARKING	REQUIRED*	PROVIDED	
	41	64	
AT LEAST ONE (1) PARKING SPACE FOR EACH THREE HUNDRED (300) SQUARE FEET OF GROSS FLOOR AREA.			
YARD SETBACKS	FRONT	SIDE	REAR
PER GC	0'	5'*	15'*
MAX COVERAGE	100%		
*Does not apply on the portion of the parcel adjacent to another parcel also in a Business or Industrial zone (streets or alleys not considered).			
BUILDING REQUIREMENTS			
MAX HEIGHT = NO REQUIREMENT			
SIGN ALLOWANCE			
PYLON*			
MONUMENT*			
*freestanding and monument signs are not permitted on the same lot at the same time.			

OVERALL SITE EXHIBIT



Farnsworth GROUP
223 WILLOW STREET
FORT COLLINS, COLORADO 80524
(970) 484-7477 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:
DATE: DESCRIPTION:



Project Status
NOT FOR CONSTRUCTION

PROJECT:
LES SCHWAB

LES SCHWAB TIRE CENTER
PUEBLO, CO - SOUTH

1725 WEST PUEBLO BLVD
PUEBLO, CO 81004

DATE: 05/23/2

DESIGNED:

DRAWN:

REVIEWED:

FIELD BOOK NO.:

SHEET TITLE:

CONCEPTUAL SITE PLAN

SHEET NUMBER:

SP04

PROJECT NO.: 0230632



COLORADO

Department of Transportation

Region 2 Permits
5615 Wills Blvd Suite A
Pueblo, CO 81008-2349

October 13, 2023

SH 045A MP 0.66
City of Pueblo

Beritt Odom, Planner
City of Pueblo Planning and Community Development
211 E. D Street
Pueblo, CO 81003

RE: Pueblo Blvd & Gretna Dr Rezone

Dear Beritt,

I am in receipt of a referral request for comment to rezone the Sunnyside Subdivision, located near Pueblo Blvd (SH045A) and Gretna Dr in the City of Pueblo, County of Pueblo, State of Colorado. The proposed development would reconfigure the subject parcels into two (2) lots that will be utilized for commercial activities within the B-4 zone. The west lot is intended as a tire facility, while the east will serve as a drive-thru coffee house. **Two full-movement accesses serve the property as local city roads Gretna Dr and Lakeshore Dr.** The property is currently owned by the William B Gradishar and Walter F Stupnik. After review of all documentation we have the following comments:

TRAFFIC

- Provide a Traffic Analysis/Trip Generation
 - If DHV is less than 100; provide Trip Generation
 - If DHV is 100 or more; provide a Traffic Impact Study

HYDRAULIC

- Provide a Drainage Letter/Report
 - Drainage to the state highway right-of-way shall not exceed the undeveloped historical rate of flow
 - Provide plans and hydraulic analysis of any drainage facilities
 - Describe hydrology & hydraulics methods, including intensity equations, within the body of the report

ACCESS

- No direct access to SH 45 will be granted.
- Any access off Gretna Dr or Lakeshore Dr, should be as far as reasonably possible from the intersection with SH 45. CDOT can work with the proposed locations as depicted in the conceptual plan dated 05/23/2023.
- Three CDOT Access Permits will be required:
 - Gretna Drive - permit required for access to city street from SH45/Pueblo Blvd. Existing traffic volume of Gretna Drive is required along with projected volume for



development along with future conditions. Provide trip distribution. Based on the information received CDOT Traffic may require further analysis per SHAC 2.3(5) after initial review. Developer will be the applicant with the City of Pueblo as permittee.

- Palmer Ave - permit required for access to city street from SH45/Pueblo Blvd. Existing traffic volume of Gretna Drive is required along with projected volume for development along with future conditions. Provide trip distribution. Based on the information received CDOT Traffic may require further analysis per SHAC 2.3(5) after initial review. Developer will be the applicant with the City of Pueblo as permittee.
- Driveway - permit required for the required closure of access to SH45/Pueblo Blvd.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Adam Lancaster at (719) 562-5540 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Lancaster.

If you have questions, please contact me at (719) 562-5537 or michelle.regalado@state.co.us.

Sincerely,

Michelle Regalado
CDOT R2 Assistant Access Manager

xc: Lancaster/file





MINNEQUA LAKE PARK AND OPEN SPACE PROJECT Master Plan



APRIL 12, 2010

Pueblo Stormwater Master Basin Planning Study



Sellards & Grigg, Inc.



October 29, 2023

The City Planning and Zoning Commission will hold a public hearing on a request from the property owners for the approval of the following application:

Zoning: 1725 W. Pueblo Blvd., approximately 3 acres to be rezoned from Highway and Arterial Business (B-3) and Agricultural Four (A-4) Districts to Regional Business (B-4) District. Generally located northeast of the intersection of W Pueblo Blvd. and Gretna Ave. 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 and viewable via 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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

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-23-09

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 1725 W. Pueblo Blvd. 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.

October 29, 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 1725 W. Pueblo Blvd. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

October 29, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By 

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
URBAN RENEWAL AUTHORITY OF				
+ PUEBLO CO ,	115 E RIVERWALK SUITE 410	PUEBLO	CO	81003-3337
VALDEZ PAUL DAVID	1601 W PUEBLO BLVD	PUEBLO	CO	81004-3853
HA MYUNG SOOK + YOO BYUNG				
MAN ,	1616 S PUEBLO BLVD	PUEBLO	CO	81005-2102
M G + L G LLC	1626 W PUEBLO BLVD	PUEBLO	CO	81004-3868
WAGNER EQUIPMENT CO + C/O				
FACILITIES DEPARTMENT ,	18000 SMITH RD	AURORA	CO	80011-3511
ANNEALED INVESTMENTS LLC	1975 W KEOTA DR	PUEBLO WEST	CO	81007-2217
STUPNIK WALTER F +				
GRADISHAR WILLIAM B	2170 FALLVIEW DR	PUEBLO	CO	81006-1722
M + F OZ FUND LLC	31203 LAKEVIEW BEND LN	SPRING	TX	77386-3391
CLARABELLE LLC	4220 HEMLOCK RD	COLO SPGS	CO	80917-2023
OBERT RICHARD J	526 WARREN AVE	COLO SPRINGS	CO	80905-2344



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 2024, AND AUTHORIZING MAYOR GRADISAR TO EXECUTE SAME

SUMMARY:

The attached Agreement details the obligations and responsibilities of each entity (City of Pueblo and Pueblo City Schools) in regard to the School Resource Officer (SRO) Program for January 1, 2024 through December 31, 2024. It includes a compensation schedule, by Pueblo City Schools (PCS), to the City of Pueblo, that represents a 7.13% increase in revenue over the 2023 schedule. The increase is the result of a 5.3% pay raise that all officers will receive in 2024 and the corresponding benefit cost increases. Moreover, some SRO officers also received a salary step increase.

PREVIOUS COUNCIL ACTION:

On November 28, 2022, City Council approved Ordinance Number 10347 that provided for a similar agreement for the calendar year of 2023.

BACKGROUND:

This Ordinance approves an agreement between Pueblo School District 60, dba Pueblo City Schools, and the City of Pueblo regarding the School Resource Officer Program. This agreement is an extension of services that have been provided since 1999. In order to provide law enforcement assistance and safety enhancing services for Pueblo School District 60, dba Pueblo City Schools, and its students, the City shall designate 10 Police Officers to serve as School Resource Officers in the four District 60 high schools, five middle schools, and Paragon Learning Center. With the closure of Heroes Academy in 2020, the School Resource Officer assigned to Heroes Academy was transferred to Paragon Learning Center.

FINANCIAL IMPLICATIONS:

The City will see a 7.13% increase in total payments received from PCS in 2023 (increase of \$53,516.29 over the course of the agreement). The increase is primarily the result of all officers receiving a 5.3% salary increase for 2024 and the resulting impact on benefit costs. The City will receive \$66,878.96 per month for the months of January through December of 2024. This compares to \$62,419.27 per month received in 2023. Total receipts in 2024 will be \$802,547.51 compared to \$749,031.24 received in 2023.

BOARD/COMMISSION RECOMMENDATION:

This Agreement has been approved by the Pueblo City Schools Board of Education. The Agreement was approved when it went before that Board at their meeting on October 24, 2023.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

This agreement is an extension of services that have been provided since 1999. Without this Agreement, there will be no School Resource Officers in the ten identified schools, or any of the Pueblo City Schools. The City of Pueblo would also be giving up \$802,547.51 in revenue absent this Agreement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2024 SRO Agreement Attachment No. 1
2. 2024 SRO Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 2024, AND AUTHORIZING MAYOR GRADISAR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to approve and enter into Agreements; and

WHEREAS, approval of the Agreement for the purposes for which it has been made is in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated January 1, 2024, between Pueblo School District 60 and the City of Pueblo pertaining to the School Resource Officer Program during the period of January 1 through December 31, 2024, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreement to effectuate the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

Attachment No. 1

2024 School Resource Officer Program After-School Activities

Each school, normally covered by a Police Officer of the Pueblo Police Department (PPD), participates in annually recurring events that generally occur outside the normal school hours (after school activities). The following activities are authorized for Police Officer participation, and services will be provided by PPD Police Officers, as directed below, by school.

The four (4) high schools generally require the following, however high school principals have the flexibility of scheduling up to a maximum of any five (5) after school activities. Those five (5) scheduled activities must be scheduled with the School Resource Officer Program Sergeant **no later than 30 days prior to the event in which a Police Officer is requested**. Under no circumstances will the PPD provide Police Officer services for more than the five (5) after school activities that are detailed. If the District desires more PPD Police Officer services than those detailed in this attachment, they may obtain those services by paying the extra duty rate for Police Officers, which is currently \$102.48 per hour, per officer.

Centennial High School

1. Bell Bash – event held night before bell game where community, parents, students attend
 - a. 1 officer
 - b. 5 hours maximum
2. Bell Game
 - a. 3 officers
 - b. 5 hours maximum
3. Prom and after Prom
 - a. 1 officer
 - b. 8 hours maximum
4. Homecoming Dance
 - a. 1 officer
 - b. 8 hours maximum
5. Graduation
 - a. 1 officer
 - b. 5 hours maximum

Central High School

1. Bell Bash – event held night before bell game where community, parents, students attend
 - a. 1 officer
 - b. 5 hours maximum
2. Bell Game
 - a. 3 officers
 - a. 5 hours maximum
3. Prom and after Prom
 - a. 1 officer

- b. 8 hours maximum
- 4. Homecoming Dance
 - a. 1 officer
 - b. 8 hours maximum
- 5. Graduation
 - a. 1 officer
 - b. 5 hours maximum

South High School

- 1. Cannon Bash – event held night before bell game where community, parents, students attend
 - a. 1 officer
 - b. 5 hours maximum
- 2. Cannon Game
 - a. 3 officers
 - b. 5 hours maximum
- 3. Prom and after Prom
 - a. 1 officer
 - b. 8 hours maximum
- 4. Homecoming Dance
 - a. 1 officer
 - b. 8 hours maximum
- 5. Graduation
 - a. 1 officer
 - b. 5 hours maximum

East High School

- 1. Cannon Bash – event held night before bell game where community, parents, students attend
 - a. 1 officer
 - b. 5 hours maximum
- 2. Cannon Game
 - a. 3 officers
 - b. 5 hours maximum
- 3. Prom and after Prom
 - a. 1 officer
 - b. 8 hours maximum
- 4. Homecoming Dance
 - a. 1 officer
 - b. 8 hours maximum
- 5. Graduation
 - a. 1 officer
 - b. 5 hours maximum

The five (5) middle schools generally require the following, however middle school principals have the flexibility of scheduling up to a maximum of any five (5) after school activities. Those five (5) scheduled activities **must be scheduled with the School Resource Officer Program Sergeant no later than 30 days prior to the event in which a Police Officer is requested.** Under no circumstances will the PPD provide Police Officer services for more than the five (5) after school activities that are detailed. If the District desires more PPD Police Officer services, than those detailed in this attachment, they may obtain those services by paying the extra duty rate for Police Officers, which is currently \$102.48 per hour, per officer.

Corwin Middle School

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Paragon Learning Center

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Heaton Middle School

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Pueblo Academy of Arts

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Risley Middle School

1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
4. Carnival, Sporting Event or other similar after school activity

- a. 1 officer
 - b. 2 hours
- 5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

Roncalli Middle School

- 1. Open house for new students, parents, community
 - a. 1 officer
 - b. 2 hours
- 2. 8th Grade Graduation/Continuum
 - a. 1 officer
 - b. 2 hours
- 3. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
- 4. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours
- 5. Carnival, Sporting Event or other similar after school activity
 - a. 1 officer
 - b. 2 hours

End of attachment.

4878-0570-3050, v. 1

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into effective as of January 1, 2024, by and between the Board of Education, Pueblo School District No. 60, Pueblo, Colorado dba Pueblo City Schools (hereinafter referred to as the “District”), 315 West 11th Street, Pueblo, Colorado, and the City of Pueblo, a Municipal Corporation, for and on behalf of its Police Department (hereinafter referred to as the “City”), 200 South Main, Pueblo, Colorado.

WHEREAS, City and District have for several years undertaken a cooperative and cost-shared program known as the School Resource Officer Program (hereinafter referred to as the “Program”), involving the placement of a City Police Officer in each of District’s high schools (grades 9 through 12) and District’s middle schools (grades 6 through 8) in order to enhance safety and reduce crime within the schools to provide other law enforcement assistance to students and their families, and to enable students to internalize and accept a positive presence as a societal norm; and

WHEREAS, City and District mutually desire to extend the Program, at the schools identified in this Agreement or subsequently agreed upon, through calendar year 2024, subject to annual appropriation; and

WHEREAS, the District has authority to enter an agreement with respect to the Program pursuant to law, including but not limited to §22-32-122 and §29-1-203, C.R.S.; and

WHEREAS, it is necessary and appropriate for the City and District to enter into a written agreement setting forth their respective obligations and other terms and conditions for the Program, including the agreement of the parties with respect to cost-sharing for the program.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, City and District agree as follows:

I. OBLIGATIONS OF CITY.

A. City shall designate certain City Police Officers, and a Police Sergeant, in the Pueblo Police Department (“Police Officers”) associated with the Program to utilize space to be provided by District at each of the following District schools, unless otherwise agreed: South High School, East High School, Centennial High School, Central High School, Pueblo Academy of Arts, Roncalli STEM Academy, Risley International Academy of Innovation, Heaton Middle School, Corwin International Magnet School, Paragon Learning Center (hereinafter collectively referred to as “Assigned Schools”). The City will designate a total of ten Police Officers and one Police Sergeant in order to provide law enforcement assistance and safety enhancing services for the District and its students. The designated Police Officers may also develop and conduct additional programs, which serve the purposes of the Program; provided that the nature of such additional programs shall be approved in advance by the District. The District is familiar with the services and activities currently being conducted under the Program at the Assigned Schools and agrees that these services and activities may be undertaken at the Assigned Schools. The designated Police Officers will, at all times during the effective term of this Agreement, remain employees of City. City will be responsible for providing such individual(s) with payment of wages, health care benefits, and Workers’ Compensation Insurance (including occupational disease) in accordance with applicable workers’ compensation laws, FICA, and other requirements of law. Such Police Officers shall report to the City’s assigned Program supervisor in the performance of services

under this Agreement. City may, from time to time, reassign its employees and designate one or more replacement school resource Police Officers at any time.

B. The City shall also respond to and handle non-emergency calls at other schools of the District where there is not an assigned Police Officer and, to the extent reasonably possible, will dispatch a Police Officer from an Assigned School to do so. In order to facilitate notifying the City's Program Supervisor or his or her backup of a need for response to a school, the City will provide the District with a "contact or phone tree." The Police Sergeant will also provide support for the District's elementary schools to the extent that his/her services are not required at other Assigned Schools.

C. It is commonly recognized that Police Officers are required to maintain their efficiency and expertise through ongoing in-service and periodic specialized training courses. These training courses occasionally necessitate the officer being away from his or her Assigned School(s) for varied periods of time. In cases where the training is limited to five consecutive (5) days or less, the SRO Supervisor will rotate the existing remaining Police Officers to cover the shortage at the school affected by the training absence. In cases where the training absence is more than five consecutive (5) days, the City will provide a "substitute" Police Officer to cover the absence(s).

D. Similarly, Police Officers may not be available due to sick, injury, military or other types of leave, including scheduled vacation. In cases where the leave or vacation is limited to five consecutive (5) days or less, the Program Supervisor will rotate or temporarily reassign the existing remaining Police Officers associated with the Program to cover the shortage at the Assigned School affected by the absence, so that the Assigned School is not completely left without coverage. In addition, an appropriate credit in the District's ensuing month's payment under Subparagraph II. C. (a) below will be made for any Police Officer who is absent during a month for more than two consecutive (2) days, but less than five consecutive (5) days, and such absence was prearranged so that he/she could engage in activities other than those provided under this Agreement such as training, SWAT commitments, school closures, etc. Such credit will be given to the District at the rate of \$307.76¹ per day. In no event shall a credit be given for more than three (3) days for each period of Police Officer absence. In cases where the absence is more than five consecutive (5) days, the City will provide a "substitute" Police Officer to cover the absence(s).

E. When a substitute Police Officer is required, the City will be cognizant in its selection of the desirability of utilizing Police Officers who have previous experience as a School Resource Officer ("SRO") or are otherwise compatible for school environments. In addition and in order to provide a more consistent atmosphere, the City will, when reasonably possible, utilize the same officers for substitute purposes, rather than providing a different substitute officer every day.

F. After-School Activities: Each school, normally covered by a Police Officer, participates in annually recurring events that generally occur outside the normal school hours (After School Activities). Each School's assigned Police Officer may be asked to attend certain After School Activities. The City authorizes the applicable Police Officers to attend After School Activities set forth in Attachment No. 1.

¹ Daily credit is calculated as follows: \$802,547.51 / 10 (SROs) = \$80,254.75 (avg salary) / 12 (months) = \$6,687.90 / 173.83 (hours per month) = \$38.47 (hourly) x 8 (hours per day) = \$307.76 credit per day.

G. Notwithstanding anything contained herein to the contrary, any liability of the City hereunder shall be subject to the conditions precedent and limits on liability set forth in the Colorado Governmental Immunity Act.

H. The parties understand and agree that City shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the District, and shall be responsible in accordance with law for all withholding taxes, social security, unemployment, workers' compensation, and/or other employment taxes with respect to its employees, and shall indemnify and hold the District harmless from and against any and all claims for the same.

I. All records of police reports and citations associated with the Police Officer duties will be maintained by the Pueblo Police Department and will comply with the school reporting requirements set forth in § 22-32-146, C.R.S.

II. OBLIGATIONS OF THE DISTRICT.

A. The District shall designate an office space at each high school and each middle school mutually agreed upon by City and the Principal, and will provide such space, including light and heat, at no charge to City, for the exclusive use of City's Police Officers. District shall also furnish, at District's expense, for the use of the assigned Police Officers at each school within the office space, the following items: one desk, three chairs, a telephone with at least one outside phone line, and a lockable three-drawer file cabinet which file cabinet shall be for the exclusive use of City's officers.

B. The designated office space shall be available to City's assigned Police Officers at all times when a school is open for educational or extracurricular activities. In addition, the District shall make reasonable effort to accommodate the City's need, in connection with the Program, to use such designated space at other hours when the school may not otherwise be open. Except in emergency circumstances, the District shall provide City at least 72-hour notification if the portion of the building allocated herein to City becomes temporarily unavailable.

C. The District will budget ten thousand dollars (\$10,000.00) ("Training Fund Monies") for potential use by the Police Officers associated with the Program to receive additional training and education during the year 2024. Training Fund Monies are intended to increase the skills of the Police Officers to meet the goals and needs of the Program and will not be used for "Basic School Resource Officer Training." All recognized and accredited school resource officer advanced training and educational opportunities which are directly related to the work performed for the Program shall be eligible. City shall submit proposed courses, programs, materials, or other opportunities to District for approval at least fifteen (15) business days prior to the proposed date of the training. District shall notify of its approval of the training in writing within ten (10) business days of receipt of the proposal, which approval shall not be unreasonably withheld so long as the training is to increase the basic skills of the Police Officer to perform his or her duties in the public school environment. Failure of the District to respond in writing within ten (10) business days shall be deemed unconditioned approval for the training. District shall promptly pay invoices for training directly to the vendor or other provider. Travel expenses, including but not limited to meal stipend, gas mileage, and other ancillary costs shall be eligible for payment or reimbursement subject to the overall budget established by District under this Paragraph II.C. If District fails to promptly pay an invoice directly to a provider within forty-five (45) days after submission by City, City may pay the vendor and present to District an invoice requesting reimbursement, which shall be paid by District within thirty (30) days of the date of City's invoice.

D. (1) District shall promptly pay for District's share of Program costs within fifteen (15) days of the date of the invoice from the City as follows:

(a) For the City's ten (10) Police Officers and one (1) Police Sergeant in Assigned Schools, \$66,878.96 per month for the months of January through December, 2024.

(b) If District defaults in any monthly payment of its share of Program costs, City may terminate this Agreement upon ten (10) days prior written notice.

(2) Both District and City are political subdivisions of the State of Colorado. City's Fiscal Year ends on December 31 of each calendar year, and District's Fiscal Year ends on June 30 of each calendar year. If either party does not appropriate sufficient funds to fulfill its cost sharing obligation under this Agreement for any Fiscal Year, then that party shall promptly notify the other party of such non-appropriation at least thirty (30) days prior to the end of the then expiring fiscal year and this Agreement shall be terminated effective upon expiration of the Fiscal Year (of the party that does not appropriate sufficient funds) in respect of which sufficient funds to make cost sharing payment were last appropriated.

(3) In the event of an early termination of this Agreement under this section II.D. of this Agreement, any obligation of City to furnish Police Officers for the Program at District's schools shall cease.

D. Notwithstanding anything contained herein to the contrary, any liability of each of the parties hereto shall be subject to the conditions precedent and limits on the liability set forth in the Colorado Governmental Immunity Act.

E. The parties understand and agree that the District shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of City, and shall be responsible in accordance with law for all withholding taxes, social security, unemployment, workers' compensation, and/or other employment taxes with respect to its employees, and shall indemnify and hold City harmless from and against any and all claims for the same.

III. TERM/TERMINATION.

Unless sooner terminated as provided herein, this Agreement shall commence on January 1, 2024, and terminate on December 31, 2024. By October 15, 2024, City will notify District of its proposed terms for a successor agreement for the following calendar year. District will respond to City within thirty (30) days regarding its acceptance or rejection of City's proposed terms; any additional terms District wishes to revise, delete, or add; and District's proposed contract price. Thereafter, representatives from the City and the District agree to negotiate a successor agreement for the following calendar year within a reasonable time, but no later than December 31, 2024.

IV. THIRD-PARTY RIGHTS NOT CREATED.

This Agreement is not intended and shall not create any duty to any student, teacher, District employee, parent or any other person, firm or entity with regard to the provision of any law enforcement services, security, level of safety, or activities undertaken by City's officers or conditions resulting

therefrom. No student, teacher, District employee, parent or other person, firm or entity shall be granted or have any private right of action, claim or civil liability remedy against the City or the District, or their respective officers, employees or agents, by virtue of this Agreement. Nothing in this Agreement shall be construed to create any liability, or to waive any of the immunities, limitations on liability or other provisions of the Governmental Immunity Act, §24-10-101 *et seq.*, C.R.S., or to waive any immunities or limitations on liability otherwise available to the City, the District, or their officers, employees or agents.

V. OTHER.

A. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made by written document signed by the parties. Any delegation or assignment of this Agreement by either party, without the prior written consent of the other party, shall be void. This Agreement shall be governed by, and construed according to, the laws of the State of Colorado.

B. This Agreement is intended to govern the agreement of the parties only with respect to conduct of the Program in the District's Assigned Schools, and, subject to the provisions of Paragraph I.B., the District's elementary schools.

C. The District certifies that neither it nor any members of its Board of Education, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities undertaken with federal financial assistance pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. The District and the City further agree that each respectively shall avoid all conflicts of interest which are prohibited by applicable federal regulations.

D. The City shall perform periodic reviews of this agreement. The Pueblo Police Department shall be responsible for this review, which shall be performed on periodic basis, as requested by either party, by the School Resource Officer Sergeant, or otherwise as the Chief of Police shall designate, and shall include a representative of District, as designated by the Superintendent of Schools. The periodic review shall include, where appropriate, compliance with the terms and conditions of this agreement; identification of issues or problems and recommendations for improvement; and assessment of quality of services provided.

The parties agree always to be open to discussing any matter which may help maximize the positive effects of the services provided hereunder, or minimize its undesirable impacts. Nothing herein shall preclude a party from requesting the other party to initiate discussions regarding any provision herein, provided that this Agreement shall remain in effect during the period during which the parties are conducting such discussions. It is hereby understood that this clause subjects the parties to this Agreement to a simple obligation to consider in good faith any proposed modification(s) of this Agreement, subject to Article V, Section A. This Agreement shall remain unaltered and in force during any such period of consideration.

E. In the event this Agreement or any material provision hereof shall be declared to be invalid, unenforceable, or in violation of any applicable federal, state or local laws or regulations, the

parties will immediately begin negotiations to modify or amend this Agreement in order that this Agreement shall, as amended, express and contain the understanding and intentions of the parties.

F. The subject heading of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provisions.

G. Except as set forth elsewhere in this paragraph, all notices to be given under this Agreement shall be made in writing, and shall be sufficient if delivered personally, or mailed by First Class United States Mail, postage prepaid, to the other party at the following addresses:

If to the District:	Pueblo School District 60 Attention: Superintendent 315 W. 11 th Street Pueblo, CO 81003 Telephone: (719) 549-7100 charlotte.macaluso@pueblocitieschools.us
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With a copy to:	Michael Bayer 315 W.11 th Street Pueblo, CO 81003 Director of School Culture, Wellness and Safety michael.bayer@pueblocitieschools.us
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If to the City:	Pueblo Police Department Attention: Chief of Police 200 South Main Street Pueblo, CO 81003 Telephone: (719) 553-2420
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With a copy to:	City of Pueblo Department of Law Attn: Police Legal Advisor 1 City Hall Place Pueblo, CO 81003 Telephone: (719) 562-3899
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H. The District and the City shall comply with the provisions of applicable state and federal law, including the Family Education and Privacy Act of 1974 and its regulations, in providing access to and maintaining the confidentiality of student education records, personally identifiable information concerning students, and criminal justice agency records concerning students.

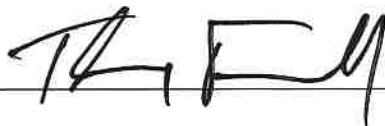
I. With regard to legal issues and contingencies, each signatory to this agreement acknowledges that they, and the other signatory, are subject to, and controlled by the provisions of the Colorado Governmental Immunity Act, Section 24-10-10 *et seq.*, C.R.S.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

BOARD OF EDUCATION, PUEBLO SCHOOL
DISTRICT NO. 60,
PUEBLO, COLORADO

CITY OF PUEBLO, a Municipal Corporation

By 
President, Board of Education

By _____
Mayor Nicholas A. Gradisar

Approved as to form:



Richard Bump
Caplan and Earnest LLC
Attorneys for Pueblo School District No. 60

Attest:

City Clerk

Approved as to form:

Lisa Macchietto
Assistant City Attorney



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 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 MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE NORTH ELIZABETH HOTEL URBAN RENEWAL PLAN

SUMMARY:

This Ordinance makes certain legislative findings, establishing the North Elizabeth Hotel Urban Renewal Area and approving the North Elizabeth Hotel Urban Renewal Plan proposed by the Pueblo Urban Renewal Authority (PURA) to alleviate blight and conduct a study to identify blighting factors within the proposed North Elizabeth Hotel Area in conjunction with the North Elizabeth Hotel development project.

PREVIOUS COUNCIL ACTION:

On November 27, 2023, City Council, through Resolution No. ____ approved the commissioning of a Conditions Survey to determine if the statutory blight factors exist within the proposed Area.

BACKGROUND:

The North Elizabeth Hotel area encompasses one (1) parcels and approximately 2.1 acres. and includes is zoned B4-Regional Commercial. The subject area is characterized by vacant land, potential environmental contamination, a deteriorated structure, deteriorating or missing infrastructure, and evidence of homelessness. The survey area's historic uses include a former dry cleaner as well as a gas station. These uses have a high propensity to leave underground storage tanks and cause environmental contamination. This conditions survey evaluated both Phase 1 and Phase 2 Environmental Site Assessments (ESA's) performed on the property. These ESA's did not identify soil contamination that exceeded CDPHE standards. However, asbestos abatement is required on the former laundromat. The ESA's also made clear that there is a possibility for environmental contamination elsewhere on the site, and that underground storage tanks could be present. The Urban Renewal Plan contemplates using tax increment financing by PURA to alleviate blight and facilitate

redevelopment of the Urban Renewal Area through public improvements, redevelopment agreement(s), redevelopment and rehabilitation, and cooperative agreements with the City and other public bodies.

PURA indicates it intends to finance the amounts necessary to complete the proposed Urban Renewal Project. As a result, PURA will adequately finance, put agreements in place to finance, or reimburse through a cooperation agreement any additional infrastructure and services required to serve development within the Area for the period in which all or a portion of the property taxes described in C.R.S. § 31-25107 (9) (a) (II) and levied by taxing entities are paid to the Authority. To the extent excess tax increment revenue is available after debt service or other obligations, PURA will refund such excess revenue to the corresponding taxing entities in proportion to their contributions. PURA anticipates the improvements made will increase the valuation of the Urban Renewal Area by \$ \$2,636,218.00. PURA requests a maximum tax increment revenue pledge of \$ \$7,022,058 from all the taxing entities within the Urban Renewal Area.

FINANCIAL IMPLICATIONS:

PURA is requesting the City pledge up to a maximum of \$ 1,127,588 in potential property tax revenue over the next twenty-five (25) years to finance the Urban Renewal Project contemplated in the North Elizabeth Hotel Urban Renewal Plan. The Public Improvements in the area are anticipated to cost between \$2,000,000 and \$3,000,000.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission and Pueblo Urban Renewal Authority Board recommend approval of this Urban Renewal Project.

STAKEHOLDER PROCESS:

The PURA has been in contact with and presented for approval the Urban Renewal Plan to the other taxing entities within the proposed Urban Renewal Area.

ALTERNATIVES:

A “no action” alternative would prevent the designation of the North Elizabeth Hotel Renewal Area, reject approval of the North Elizabeth Hotel Urban Renewal Plan, prohibit PURA's involvement in the redevelopment of the North Elizabeth Hotel Development Project, and require a vote of the people for any tax increment financing.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. Ordinance
2. Hotel Conditions Survey 8.19.2023 (N. Elizabeth)
3. N. Elizabeth Hotel Urban Renewal Plan (Final)

ORDINANCE NO. ____

AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS
AND APPROVING THE N. ELIZABETH HOTEL URBAN
RENEWAL PLAN

WHEREAS, by Resolution No. _____, the City Council of Pueblo ("City Council") authorized and directed the Pueblo Urban Renewal Authority to study an area (the "Area") of Pueblo ("City") to assess if blighting factors exist in the Area and if appropriate, recommend that the City Council consider one or more redevelopment plans to remove any such conditions of blight;

WHEREAS, the Authority contracted with Pioneer Development Company (the "Consultant") to conduct a conditions survey of the Area, which is more particularly described in Exhibit A, attached to and incorporated herein, to determine if the Area contains factors included in the definition of "blighted area" in the Colorado Urban Renewal Law, Sections 31-25-101, *et seq.*, C.R.S., ("Act");

WHEREAS, the Consultant prepared, submitted, and presented to the Authority and City Council a document entitled "Hotel Conditions Survey" ("Survey") dated August 18, 2023, which describes in detail the conditions in the Area and is incorporated herein by this reference;

WHEREAS, the Consultant prepared, and the Authority has presented to the City the proposed North Elizabeth Hotel Urban Renewal Plan ("Plan"), attached hereto and incorporated herein; and

WHEREAS, the City Attorney has reviewed the Plan and approves the Plan as to form, as attached hereto and incorporated herein;

WHEREAS, the aforesaid Plan is a matter of public record in the custody of the City Clerk and is available for public inspection during business hours of the City;

WHEREAS, notice of the public hearing on the Plan was published as required by Section 31-25-107(3), C.R.S., at least thirty (30) days prior to the public hearing;

WHEREAS, the City Council has taken reasonable efforts to provide written notice of the public hearing to all property owners, residents, and business owners in the area included in the Plan ("Urban Renewal Area") informing them of the public hearing at least thirty (30) days prior to the public hearing;

WHEREAS, the City's Planning and Zoning Commission has reviewed the Plan and determined the Plan complies with the City's Comprehensive Plan for development within the City ("Comprehensive Plan"), which is the general plan for the development of the City;

WHEREAS, the Plan contains provisions that anticipate the allocation of property tax increment revenues derived from the levies of taxing entities that levy property taxes in the proposed Urban Renewal Area ("Taxing Entities");

WHEREAS, the Authority has delivered to the Taxing Entities (a) the notice of the public

hearing, (a) the Plan, and (c) a copy of an impact report (“Impact Report”) prepared by the Consultant that describes the burdens and benefits of the Plan on the revenues and services of such Taxing Entities;

WHEREAS, based on the Impact Report, the Authority has reached agreement with the Taxing Entities regarding estimated impacts on services of the Taxing Entities associated solely with the Plan as required by Section 31-25-107(9.5) of the Act; and

WHEREAS, on December 13, 2023, the City Council conducted a public hearing and reviewed said Plan pursuant to the procedural and notice requirements of the City Charter, and the Act, and the City Council having considered the evidence presented in support of and in opposition to the Plan, the Survey, the City’s Comprehensive Plan, and staff recommendations and so having considered the legislative record and given appropriate weight to the evidence.

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

SECTION 1.

The Urban Renewal Area described in the Plan is found and declared to be a blighted area as defined in the Act. This is a legislative finding by the City Council based upon the Survey and other evidence presented to City Council.

SECTION 2.

The boundaries of the Urban Renewal Area have been drawn as narrowly as the City Council determines feasible to accomplish the planning and development objectives of the Plan.

SECTION 3.

The Plan, Impact Report, and notice of the public hearing have been submitted to the Taxing Entities, including the Board of County Commissioners of Pueblo County, Colorado, (the “County”) together with the information required by Sections 31-25-107(3.5) and (9.5) of the Act. The Plan will remediate conditions of blight in the Urban Renewal Area.

SECTION 4.

To conform with the representations made to the Taxing Entities by the Authority, the Plan shall be amended as follows:

(a) Section V of the Plan shall be amended and replaced as follows:

- a. PROJECT ACTIVITIES - The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or,

to the extent authorized by applicable law, contract with third parties to do so.

- i. Public Improvements – The Authority may undertake certain actions to eliminate blight and make the Urban Renewal Area and its environs more attractive for private investment. The Authority may or may cause to be installed, constructed, and reconstructed public improvements in furtherance of the Plan, which may include, without limitation, streets, sidewalks, alleys, utility infrastructure, utility service facilities, parks, streetscapes, pedestrian corridors, bicycle facilities, and parking facilities. The Authority also may or may cause to be installed, constructed, and reconstructed any other authorized improvements in furtherance of the Plan, which may include, without limitation, façade improvements, public access ways, public gathering areas, and other improvements. Any such construction or improvements shall be performed in accordance with the City's Comprehensive Plan, City specifications and upon obtaining required City permits and compliance with all applicable laws.
- ii. Redevelopment Agreements – The Authority is authorized to enter into one or more Redevelopment Agreements with developers, landowners, and other entities determined to be necessary or desirable to carry out the purposes of this Plan. Such Redevelopment Agreements may contain such terms and provisions as shall be deemed necessary or appropriate by the Authority for the purpose of undertaking the activities contemplated by this Plan or the Act and may further provide for such undertakings by the Authority, including financial assistance (subject to the limitations contained herein), as may be necessary for the achievement of the objectives of this Plan or as may otherwise be authorized by the Act.
- iii. Redevelopment and Rehabilitation – Redevelopment and rehabilitation

actions within the Urban Renewal Area may include such undertakings and activities as are in accordance with this Plan and the Act, including without limitation: (i) renovation and enhancement of buildings and improvements; (ii) the installation, construction, relocation and reconstruction of public and private improvements; (iii) the carrying out of plans for a program through voluntary action for the repair, alteration, and rehabilitation of buildings or other improvements in accordance with this Plan; and (iv) the taking of such other actions to eliminate unhealthy, unsanitary or unsafe conditions, eliminate obsolete or other uses detrimental to the public welfare, or otherwise remove or prevent the spread of blight or deterioration. In the absence of any Redevelopment Agreement, development, redevelopment, and rehabilitation in furtherance of the Plan must be undertaken in accordance with, as applicable, the building and zoning regulations and other applicable ordinances of the City.

- iv. Cooperation Agreements – For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the City, County, or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location, and construction of public improvements; and any other matters required to carry out this Project. It is recognized that cooperation with the City, County, and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, and timing of public and private improvements within the Area to properly and efficiently carry out the goals and objectives of this Plan.

- b. Section VI of the Plan shall be amended and replaced as follows:

- i. PROJECT FINANCING –

1. Financing Methods: The Authority is authorized to finance the Project and other activities by several methods, including, but not limited to, the following: appropriations from the City; Property Tax Increment paid pursuant to the Cooperation Agreement; interest income; federal loans or grants; or any other available source of revenue allowable under the provisions of the Act or other applicable laws. The Authority anticipates financing the Project Activities under the Plan through a private placement bond issuance for amounts not to exceed \$3,000,000. In addition, subject to the City's approval under §31-25-107 (7), the Authority is authorized to issue other obligations, incur indebtedness, loans, or advances as contemplated by the Act in an amount sufficient to carry out all or any part of the Project. The principal of, interest on, and any premiums due in connection with such bonds, indebtedness, loans or advances may be paid from Property Tax Increment or any other funds, revenues, assets or properties legally available to the Authority.
2. Cooperation Agreements between the City and the Authority: Before the Authority enters into a Redevelopment Agreement, the City and the Authority shall enter into a Cooperation Agreement.
3. Tax Increment Financing: This Plan contemplates that the primary method of financing the Project and other activities, by the Authority, shall be the use of Property Tax Increment financing under the tax increment financing provisions of C.R.S. § 31-25-107(9), as amended from time to time, which is by this reference incorporated herein as if set forth in its entirety, subject to City

Council approval as set forth herein. In accordance with the Act, the Authority notified the governing bodies of each other public body whose Property Tax Revenues would be allocated under this Plan and negotiated agreements governing the types and limits of tax revenues of each taxing entity to be allocated under the Plan. The Authority has or shall enter into agreements with each taxing entity addressing, without limitation, estimated impacts of the Plan on district services associated solely with the Plan. The allocated shared tax revenues governed by each agreement shall be limited to all or any portion of the taxes levied upon taxable property by the public body within the area covered by the Plan. If there is any conflict between the Act, a Cooperation Agreement, a district agreement and this Plan, the provisions of the Act shall control. For the Urban Renewal Area, all Property Taxes levied after the effective date of the approval of the Urban Renewal Area upon the taxable property in the Urban Renewal Area each year by or for the benefit of the City shall be divided as follows:

- a. In the case of a Property Tax Increment Area, that portion of the Property Tax Revenues that are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of such Area in respect of this Plan or, as to an area later added to the Area, the effective date of the modification of this Plan specifying such Area shall be paid into the funds of each such public body as are all other taxes

collected by or for such public body.

4. Except as the Authority may legally provide otherwise under the Act, that portion of the Property Tax Revenues in excess of the amounts described in paragraph above shall be allocated to, and when collected, paid into a special fund of the Authority, and may be irrevocably pledged by the Authority for the payment of the principal of, premium, if any, and interest on any bonds of, loans or advances to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Authority to finance or refinance, in whole or in part, the Project. Unless and until the Property Tax Revenue in excess of the amount as provided in paragraph I(3)(a) above, all of the Property Tax Revenues for the Urban Renewal Area shall be paid into the funds of the respective public bodies.
5. When such bonds, loans, advances, and indebtedness, if any, including interest thereon and any premiums due in connection therewith, have been paid, with respect to a tax increment but in no event later than twenty-five (25) years following the effective date such Urban Renewal Area is included in this Plan approved by City Council, the total Property Tax Revenues in such Area shall be paid into the funds of the City and the applicable public bodies, respectively.
6. In the event there is a general reassessment of taxable property valuations in the City, including all or part of the Urban Renewal Area, the portions of valuations for assessment o attributable thereto under this Part VI shall be proportionately adjusted in

accordance with such reassessment or change.

7. The Authority and the City may, by Cooperation Agreement or other agreement, provide for the method by which Property Tax Increment shall be allocated and paid to the Authority pursuant to the provisions of this Plan and the Act. Such agreements, and similar agreements between the Authority and other public bodies, may provide for additional assistance by the City and cooperation between the Authority and the City in support of the Project as may be more fully set forth in the provisions of such Cooperation Agreement or other agreement.

SECTION 5.

Pueblo City Schools (School District No. 60) has been permitted to participate in an advisory capacity with respect to the inclusion in the Plan of the tax allocation provisions authorized by Section 31-25-107(9) of the Act.

SECTION 6.

The Urban Renewal Area contains vacant land, and it is not expected that any relocation of individuals and families will be required in connection with the Plan, therefore, to the extent that any relocation may be required, this activity shall substantially modify the Plan. A feasible method exists for relocating individuals and families to decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families.

SECTION 7.

The Urban Renewal Area contains vacant land, it is not expected that any relocation of business concerns will be required in connection with the Plan. To the extent that any such relocation may be required, this activity shall substantially modify the Plan. A feasible method exists for relocating such business concerns in the Urban Renewal Area or other areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

SECTION 8.

The City Council has taken reasonable efforts to provide written notice of the public hearing prescribed by § 31-25-107 (4) (c) of the Act to all property owners, residents, and owners of business concerns in the proposed Urban Renewal Area at their last known addresses at least thirty (30) days prior to the public hearing on the Plan.

SECTION 9.

§ 31-25-107 (4) (d) of the Act does not apply because no more than 120 days have passed since the commencement of the only public hearing on the Plan.

SECTION 10.

§ 31-25-107 (4) (e) of the Act does not apply because the City Council did not fail to previously approve this Plan.

SECTION 11.

The Plan conforms with the City's Comprehensive Plan, which is the general plan for the development of the City as a whole.

SECTION 12.

The Plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area described in the Plan by private enterprise.

SECTION 13.

The entire Urban Renewal Area is within the corporate limits of the City. Construction and maintenance of public improvements and provision of services in the Urban Renewal Area will be the primary responsibility of the Authority and private enterprise. Any impacts on the services or revenues of the Taxing Entities will be offset by new revenues not now being collected by the Taxing Entities and directly produced because of the Plan and subsequent redevelopment of the Urban Renewal Area and adjacent property outside of the Urban Renewal Area.

SECTION 14.

The Urban Renewal Area described in the Plan does not consist of open land within the meaning of § 31-25-107 (5) and (6) of the Act. Therefore, the findings and determinations set forth in such sections of the Act do not apply and are not required.

SECTION 15.

The Authority is not authorized to acquire property by exercising eminent domain.

SECTION 16.

The North Elizabeth Hotel Urban Renewal Plan has been duly reviewed and considered and is hereby approved as amended herein. The Authority is hereby authorized to take any and all actions pursuant to the Act to carry out the Plan.

SECTION 17.

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 18.

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



PIONEER
DEVELOPMENT
COMPANY

we find the way

Hotel Conditions Survey

Pueblo Urban Renewal Authority

August 18, 2023



August 18, 2023

City of Pueblo, Colorado

Dear Jerry,

This Conditions Survey is intended to assist the Pueblo Urban Renewal Authority (PURA) with identifying and cataloguing conditions that are arresting sound development throughout a defined survey area. This area is tentatively named the "The Hotel Urban Renewal Plan" (The Project).

The Project will encompass one (1) parcel and approximately 2.1 acres. The area is characterized by deteriorating structures, vacancy, underutilization, and possible environmental contamination. The site's historic uses included mobile homes, a gas station and a laundry mat. Currently, the site is vacant. This property is within Pueblo's B4-Regional Commercial zone and is proximal to major arterials such as Elizabeth Street, US 50 and I-25. The site's zoning and location makes it well suited for new commercial development.

PURA is evaluating this property for blighting factors to potentially create a public private partnership with a prospective development. A Hotel development is in the process of being proposed on this site. However, the site exhibits characteristics that could jeopardize the development's feasibility. PURA has commissioned this study to determine if the property qualifies for Urban Renewal treatment.

The Conditions Survey evaluates this area for the presence of statutorily defined "blighted area factors" (blighting factors). These factors are defined by Colorado's Urban Renewal Law under C.R.S. 31-25-103(2) and are generally conditions that impair or arrest the sound growth of a municipality. The Conditions Survey locates, identifies, and describes each statutorily defined blighting factor found to exist within the proposed plan area. Blighting factors have also been mapped to illustrate the location of these observed conditions throughout the impacted parcel.

Based upon field observations and analysis, this report finds that the surveyed area meets Colorado Urban Renewal Law's statutory minimum of blighting factors required to designate the proposed Hotel Urban Renewal Plan as an urban renewal project eligible for urban renewal activities.

Sincerely,

Andrew Arnold, AICP
Founder | Principal
Pioneer Development Company
Durango, Colorado

CC: Cherish Deeg



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Executive Summary

Pueblo Urban Renewal Authority Conditions Survey:

The Pueblo Urban Renewal Authority (PURA) is evaluating a specific area for an Urban Renewal project and specific activity. The study area includes a single property, and the potential urban renewal project will be designed to remove conditions arresting a potential hotel development from locating on this site. This proposed hotel is facing feasibility issues with this parcel, and the Pueblo Urban Renewal Authority is evaluating site's eligibility for urban renewal treatment. A development-specific urban renewal plan area could help alleviate conditions arresting this development and make the Hotel feasible.

The subject area is located within Pueblo City limits in the central northern section of the city, south of the I-25, Hwy 47, and Hwy 50 junction. The survey area is adjacent to North Elizabeth Street on the west and I-25 is adjacent on the east. Ingress and egress is taken off of Elizabeth Street.

The survey area includes one (1) parcel within Pueblo's municipal limits. The parcel encompasses 2.1 acres and includes is zoned B4-Regional Commercial. The subject area is characterized by vacant land, potential environmental contamination, a deteriorated structure, deteriorating or missing infrastructure, and evidence of homelessness. The survey area's historic uses include a former dry cleaner as well as a gas station. These uses have a high propensity to leave underground storage tanks and cause environmental contamination. This conditions survey evaluated both Phase 1 and Phase 2 Environmental Site Assessments (ESA's) performed on the property. These ESA's did not identify soil contamination that exceeded CDPHE standards. However, asbestos abatement is required on the former laundromat. The ESA's also made clear that there is a possibility for environmental contamination elsewhere on the site, and that underground storage tanks could be present. The survey area's characteristics make future development challenging and is the reason why PURA is evaluating this site for Urban Renewal treatment.

For an Urban Renewal Plan to be established, a specific geographic area within the community must be found to exhibit certain conditions. These are conditions that, in general, are arresting the sound growth of a municipality. This could include conditions that impair a municipality's growth, retards housing development and accommodations, or constitutes a liability for economic or community development. Statute describes these conditions as a "menace to public health, safety, morals, and welfare" and defines these conditions as eleven separate factors in C.R.S. 31-25-103.2. These factors must be cataloged before urban renewal projects and activities can commence.

A conditions survey does not create a new Urban Renewal Plan or Urban Renewal Project. The Conditions Survey is merely a starting point for that process, one that is required before PURA can establish The Hotel Urban Renewal Plan. The Conditions Survey's purpose is to evaluate the proposed Plan area and determine if it meets the statutorily required threshold of blighted area factors. Four (4) of these factors must be identified before an Urban Renewal Plan can be established and adopted.

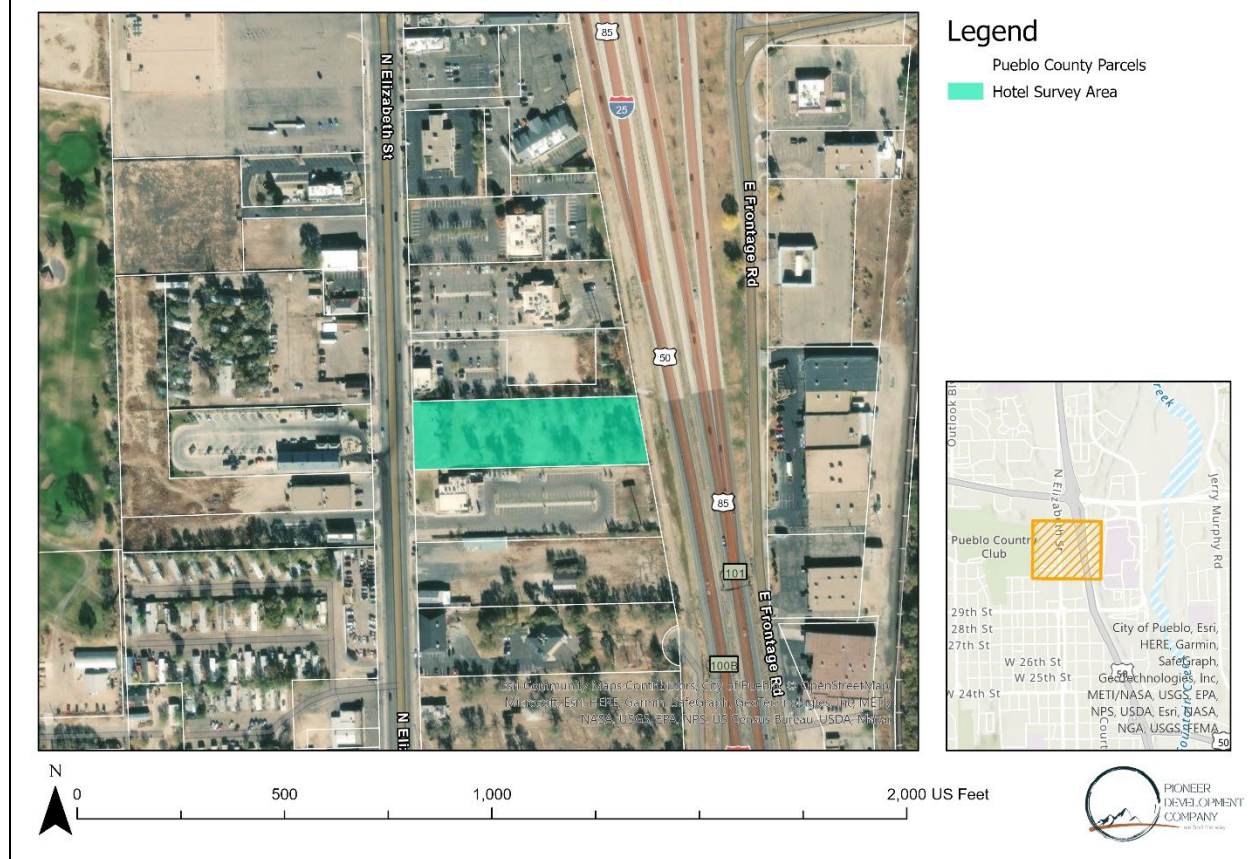
The proposed Urban Renewal Plan area was carefully surveyed using a holistic analysis. Observations were taken during a field visit that identified the presence of statutorily defined blighting factors throughout the area. These observations were supplemented with background research on the site and market characteristics, including examination of the environmental site assessments.

The Conditions Survey's conclusion is that the proposed Urban Renewal Plan area exhibits the necessary number of blighting factors to make it eligible as an Urban Renewal Plan according to state statute. This Conditions Survey identified ten (10) blighting factors within the area, listed in the table below:

Conditions Survey – Blighting Factors Catalogued	
Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)	Definition
Factor 1 (a)	Slum, Deteriorated, or Deteriorating Structures.
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4 (d)	Unsanitary or Unsafe Conditions
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 8 (h)	The Existence of Conditions that Endanger Life or Property by Fire or Other Causes.
Factor 9 (i)	Buildings that are Unsafe or Unhealthy for Persons to Live or Work in Because of Building Code Violations, Dilapidation, Deterioration, Defective Design, Physical Construction, or Faulty or Inadequate Facilities.
Factor 10 (j)	Environmental Contamination of Buildings or Property.
Factor 11 (k.5)	The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements

Conditions Survey Summary

Conditions Survey Area



Survey Area

The survey area evaluates 2.1 acres and one parcel within Pueblo's municipal boundaries. This survey used Pueblo County Open Data to create GIS maps for the analysis.

The survey area is located east of North Elizabeth Street and is west of I-25/Highway 50. The parcel accesses Elizabeth Street, there is no direct access from the parcel to I-25.

Area Description

The survey area encompasses the parcel and its total ~2.1 acres. This property is located within the City of Pueblo's municipal limits. This singular parcel is zoned B-4 Regional Business for commercial uses.

Currently, the area is a vacant lot on the eastern side of the parcel, while on the west is a vacant masonry building that includes a parking lot. The parcel has direct access to North Elizabeth Street to its west and is bounded on its eastern side by I-25. There is no ingress or egress to I-25 from the parcel. The parcel is effectively bisected by a fence and gate, with the vacant building and parking lot in its western half, and vacant land in its eastern half.

Historic uses on the site included a gas station, a mobile home park, and a dry cleaner. The 2,093 square foot masonry building served as a dry cleaner and was built in 1975. The vacant lot on the eastern side of the parcel has remnants of the mobile home park with old concrete pads, concrete debris piles, old utility hookups, and an overgrown center access driveway.

The parcel's B-4 Regional Business zoning "provides areas for the location of business and other central services required by the region at large"¹ The uses by right allowed in the B-4 zone district include **hotels**, auditorium, banquet hall, community center, library, museum, office, pharmacy, and other similar commercial uses.

The regional comprehensive plan's future land use map designates this site as a mixed-use activity center². Mixed-use activity centers contribute at the regional scale in addition to encompassing a diversity of use types and connectivity features³.

The proposed hotel development aligns with both the comprehensive plan and City's zoning for this property. The properties existing characteristics are not achieving the developments or vision outlined within the City's zoning or comprehensive plan.

The Plan Area's statistics are described in the table below:

Conditions Survey Land Use Summary			
Area Statistics			
Total Parcel Area (Acres)	2.1		
Number of Parcels in Area	1		
Assessment Type	Parcel Count	Acreage	Percent Total Acreage
COMMERCIAL	1	2.1	100%
Zoning Type	Parcel Count	Acreage	Percent Total Acreage
B-4: Regional Business	1	2.1	100%
Assessed Value			Value
Total Actual Value			\$296,740
Total Assessed Value			\$90,062
Tax Exempt Value			\$0

¹ Pueblo Planning & Community Development, Zone District: B-4, p. 2-4-2022, <https://www.pueblo.us/DocumentCenter/View/30870/B-4--12-20-21?bidId=>

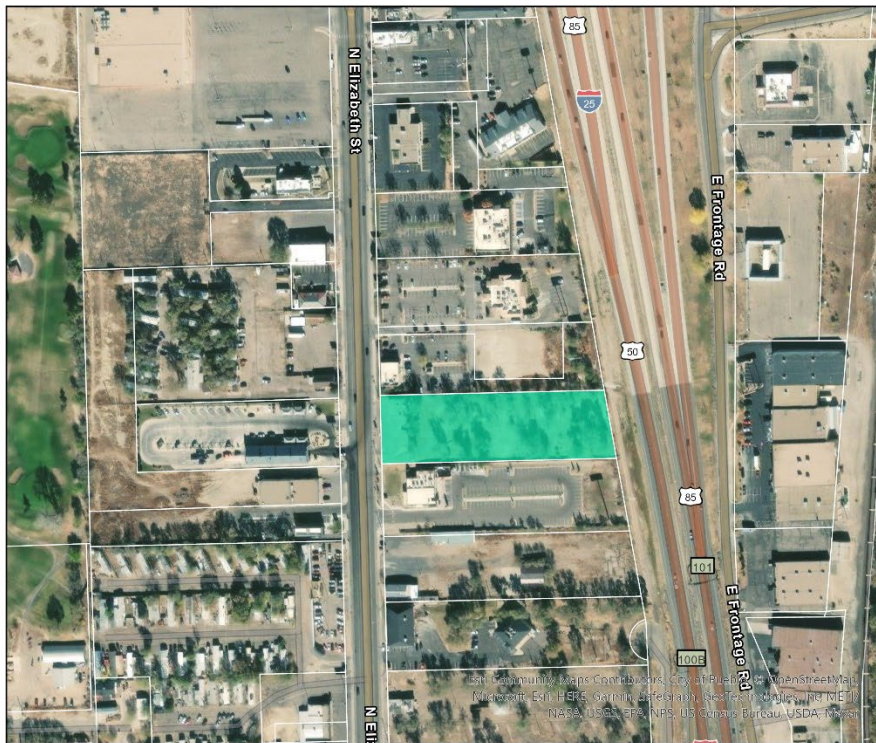
² Pueblo Regional Comprehensive Plan, 2022, p. 130 https://county.pueblo.org/sites/default/files/2022-10/PuebloRegionalComprehensivePlan_Sept22_R.pdf

³ Pueblo Regional Comprehensive Plan, 2022, p. 114 https://county.pueblo.org/sites/default/files/2022-10/PuebloRegionalComprehensivePlan_Sept22_R.pdf

Current Assessment of Plan Area

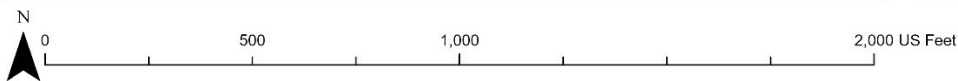
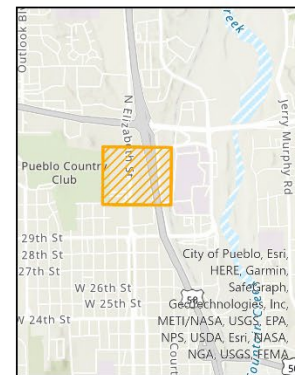
The Plan area includes one (1) parcel. The total equalized assessed value (taxable value) of this parcel, according to the County Assessor's database 2023 valuations, is \$90,062. The total actual value of this parcel, according to the County's Assessor's database 2023 valuations is \$296,740.

Conditions Survey Area



Legend

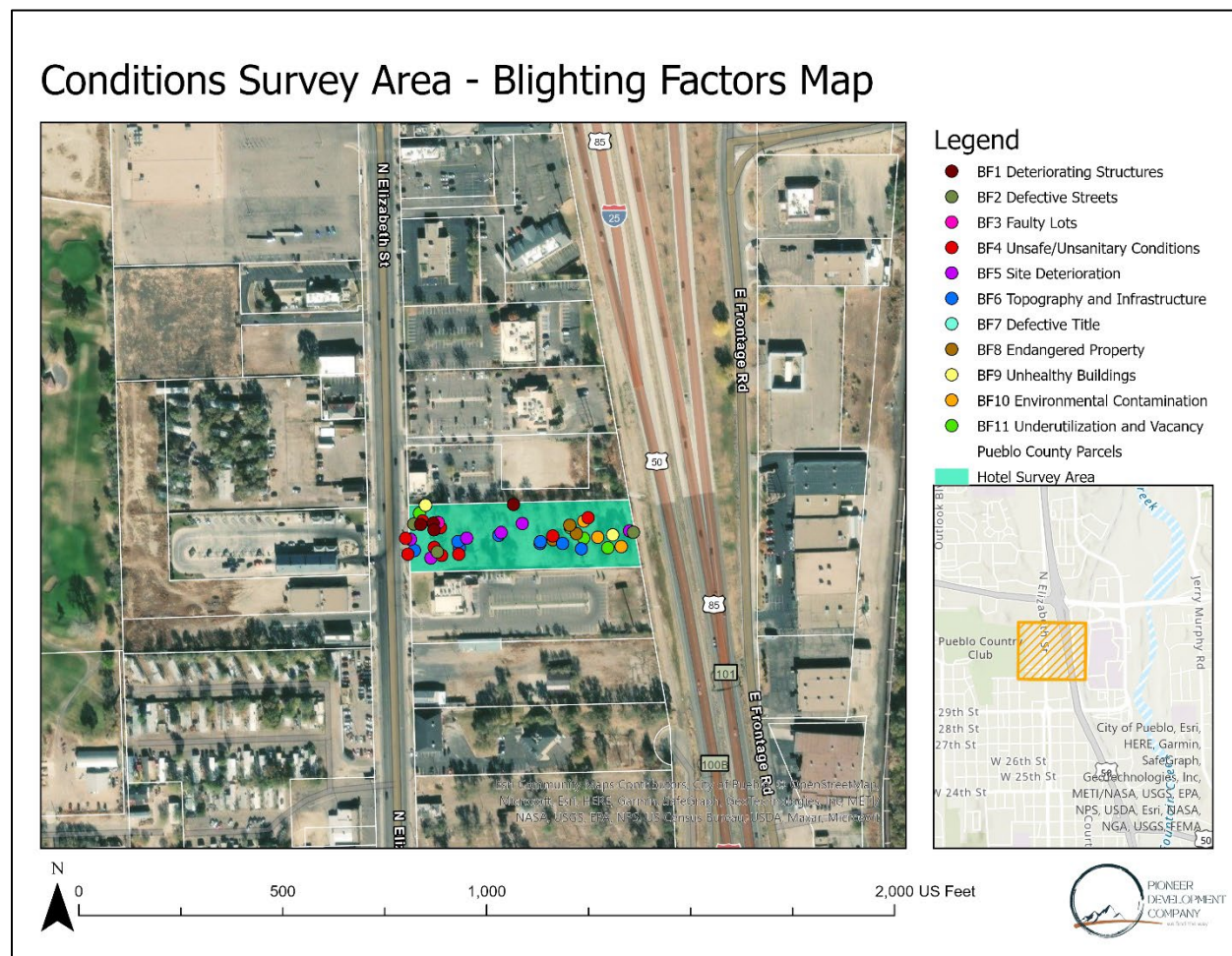
- Pueblo County Parcels
- Hotel Survey Area



Methodology

This Conditions Survey utilized a holistic methodology in determining whether blighting factors exist within the proposed Urban Renewal survey boundary. This methodology included a detailed literature review of adopted plans and reports, an analysis of County Assessor records and GIS databases, and a field visit. Field work was supplemented by GIS technology that geolocated and recorded potential blighting factors throughout the survey area. Maps were created for each blighting factor identified within the survey area. These maps represent the layered information gathering approach used in this report to ensure that each blighting factor was thoroughly analyzed.

Conditions Survey Area - Blighting Factors Map



Evaluation of Blighting Factors

Defining Blighting Conditions

Colorado Revised Statutes 31-25-103 states that for an Urban Renewal Plan area to be established, there must exist certain conditions known as “blighted area factors” (Blighting Factors). State statute defines eleven separate factors for blight. The law indicates that if four or more of these factors are found in an area of the municipality, that area may be declared blighted and qualify for urban renewal treatment⁴.

Blighted Area Factors Defined:

- a) Slum, deteriorated, or deteriorating structures
- b) Predominance of defective or inadequate street layout
- c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d) Unsanitary or unsafe conditions
- e) Deterioration of site or other improvements
- f) Unusual topography or inadequate public improvements or utilities
- g) Defective or unusual conditions of title rendering the title nonmarketable;
- h) The existence of conditions that endanger life or property by fire or other causes
- i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities
- j) Environmental contamination of buildings or property
- k) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

These eleven factors define the “conditions” that are arresting the municipality’s sound development. Per statute, these factors give “reason” to declare an area “blighted”, provided that a specific number of factors are identified. The presence of at least four of these conditions satisfies the state statute defining an area blighted.

This Conditions Survey will unpack each blighting factor to describe various real world “conditions” that indicate the presence of said factor. An Urban Renewal Plan or Project requires at least four factors identified within its boundaries. It is the culmination of four or more blighting factors which indicate that renewal activities should be applied within the proposed project area.

Blighting Factors were identified based on an objective analysis and urban renewal best practices. The following sections outline the blighting factors found within the survey area. Blighting factors that were not identified are excluded from this report.

⁴ In addition to this list, C.R.S. 31-25-103(2) lists a twelfth condition. This final condition only applies when there is unanimous agreement among affected property owners that their properties can be included in an Urban Renewal Area. In this occurrence, only one blighting factor from the list of eleven needs to be identified to declare the area blighted.

Factor (a) – Slum, Deteriorated, or Deteriorating Structures

Description:

This factor refers to the current condition of structures in the survey area as a whole. When the physical condition of structures in an area foment negative perceptions and a corresponding decline in values, it typically signals the existence of this factor. Conditions that would justify the inclusion of this factor in an area may include:

- A deterioration of the building elements, such as cladding, fenestration, roofing, overhangs, fascia and soffit, or the foundation of a structure
- A deterioration of outside elements such as fencing, gates, fire escapes, outdoor lighting, loading areas, gutters and downspouts
- Vacant lots or high vacancy rates in the offices/businesses/apartments are evidence this factor exists in an area
- Decline in property value over time

Findings

The field visit identified a deteriorating structure and other deteriorating conditions throughout the Survey Area. The deteriorating structure is the former dry-cleaning building, located in the northwest corner of the site. The site also exhibits vacancy, as well as overgrown weeds and neglected features such as fencing throughout the survey area.

The former dry-cleaning building exhibited vacancy and external deterioration. The building is empty with “for sale” signs in various locations. The external deterioration includes cracking, paint disrepair, signs of further structural damage, and foundation concerns.

The other conditions present include landscaping and fencing deterioration. The landscaping has been neglected which has led to vast plant and weed overgrowth throughout the survey area. The existing fencing is in disrepair with parts that are bent and fence posts that have been tampered with. There are also remnants of former fencing scattered throughout the site which includes aged fence posts and missing wiring.

Overall, the site exhibits conditions that foment negative perceptions of the property. These conditions underscore the site’s deterioration and justify the inclusion of this blighting factor.

Blighting Factor (a) - Deteriorating Structures

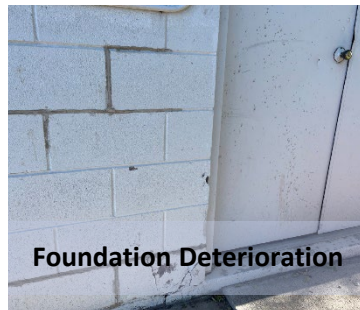


Legend

- BF1 Deteriorating Structures
- Pueblo County Parcels
- Hotel Survey Area



Building Deterioration



Foundation Deterioration



Landscaping Deterioration



Fencing Deterioration



Building Disrepair



Vacant Building

Factor (b) – Predominance of Defective or Inadequate Street Layout

Description:

This factor refers to surface transportation conditions throughout the survey area. Surface transportation conditions may include road surface quality, the location or existence of streets and sidewalks, multi-modal improvements, traffic safety infrastructure, ingress/egress locations, and emergency access considerations. If surface transportation conditions exist that negatively impact sound development, redevelopment, or threaten safety, the survey includes this factor in its catalogue.

Examples of this factor include:

- Inadequate street widths
- Lack of streets, dead ends
- Overall faulty layouts that impede vehicular access and internal circulation
- Inadequate Traffic Safety facilities
- Streets that exhibit high degrees of traffic or accidents
- Streets that are in need of repair or reconstruction
- Poor emergency access or active transportation

Findings

This blighting factor was identified within the survey area. The survey area exhibited inadequate street networks, proximity to heavy traffic, streets in need of repair, poor emergency access and poor active transportation.

Most of the survey area is a former mobile home area which no longer has functioning streets or connection to existing street networks. The former road through the center of the mobile home park is overgrown, nonfunctional and is no longer actively connected to existing street networks. The connection is obstructed by a gate near the southwest corner of the survey area between the lower level of the former mobile home area and the upper level of the former dry cleaner.

The survey area is affected by two heavy traffic corridors. Elizabeth Street, on the west side of the survey area, is a four-lane heavy traffic area with a turning lane in the center to account for the diversity of businesses on either side. I-25 on the east side of the survey area is a major six-lane divided highway.

The existing streets in the survey area need repair as there is evidence of weathering, neglect, and nonuse. The southwest corner access point into the survey area has weathering conditions and has an inadequate street network setup. The survey area is divided by a former driveway that dead ends and a dilapidated former parking lot.

There is overall poor emergency access and active transportation present within the survey area. The neglected network through the survey area, gate division, and deteriorating streets hinder emergency access and active transportation. The street conditions and lack of improvements signal this factor's presence.

Blighting Factor (b) - Defective Streets



Legend

- BF2 Defective Streets
- Pueblo County Parcels
- Hotel Survey Area



Heavy Traffic



Deteriorating Street



Inadequate Street Network



Gate Division

Factor (c) – Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Description:

This factor refers to shapes, layout and sizes of lots that complicate sound development and the usefulness of the property. Common conditions that indicate this factors presence in a survey area includes:

- Impractical Lot Layouts
- Narrow, Irregular, or Oddly Shaped Parcels
- Parcels Too Large or Too Small to Facilitate Development
- Lot Configurations that Yield Unproductive Conditions on the Land as Exhibited by Misuse or Nonuse
- Easements or Setbacks that Yield Unproductive Conditions on the Land as Exhibited by Misuse or Nonuse.

Findings

The survey area showcases nonuse and misuse related to lot configuration. Although this parcel is traditionally shaped, its former uses and current underutilization has led to lot configurations that are unproductive. The site is effectively divided into two parts, with the former mobile home park from the 1960's occupying its eastern half, and the former gas station/laundromat occupying the western half. A gate divides these historic uses and the property. This configuration, including the internal road layout and parking lot, yield unproductive lot layouts.

The property's internal lot layout has led to misuse of the space. Homelessness and vandalism are evident by the trash and debris located throughout the site. The former dry cleaner and parking lot are vacant and deteriorating while the former mobile home park is overgrown and appears to have been unused for decades.

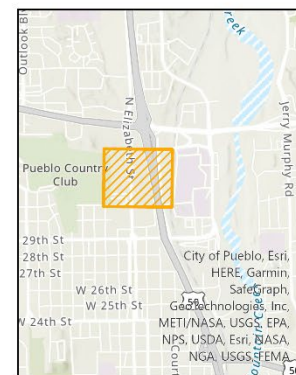
The unproductive conditions on the site, evidenced by the property's nonuse and misuse, showcases this factor.

Blighting Factor (c) - Faulty Lots



Legend

- BF3 Faulty Lots
- Pueblo County Parcels
- Hotel Survey Area



Land Nonuse



Misuse Evidence

Factor (d) – Unsanitary or Unsafe Conditions

Description:

This factor refers to a multitude of unsanitary, unsafe or hazardous conditions. The commonality is that these conditions contribute to hazards that could have an adverse effect on the health, safety or wellbeing of the public. This factor shares similarities to conditions one (1), five (5), eight (8), nine (9) and ten (10). Conditions that would justify the inclusion of this factor in an area may include:

- Floodplain or flood prone areas
- Poor storm water drainage areas
- Cracked or uneven sidewalks
- Hazardous materials
- Hazardous geology or soil conditions
- Dangerous traffic or pedestrian conditions
- High crime statistics
- Facilities are prone to fire dangers
- Environmental contamination
- Inadequate utility systems
- Water scarcity and lack of water and sewer infrastructure
- Evidence of vandalism or homelessness
- Steep topography
- Trash, debris and noxious weeds

Findings

This factor includes multiple conditions identified within the survey area. The conditions include poor storm water drainage areas, cracked sidewalks, dangerous pedestrian conditions, hazardous soil conditions, steep topography, evidence of vandalism and homelessness, and the presence of trash.

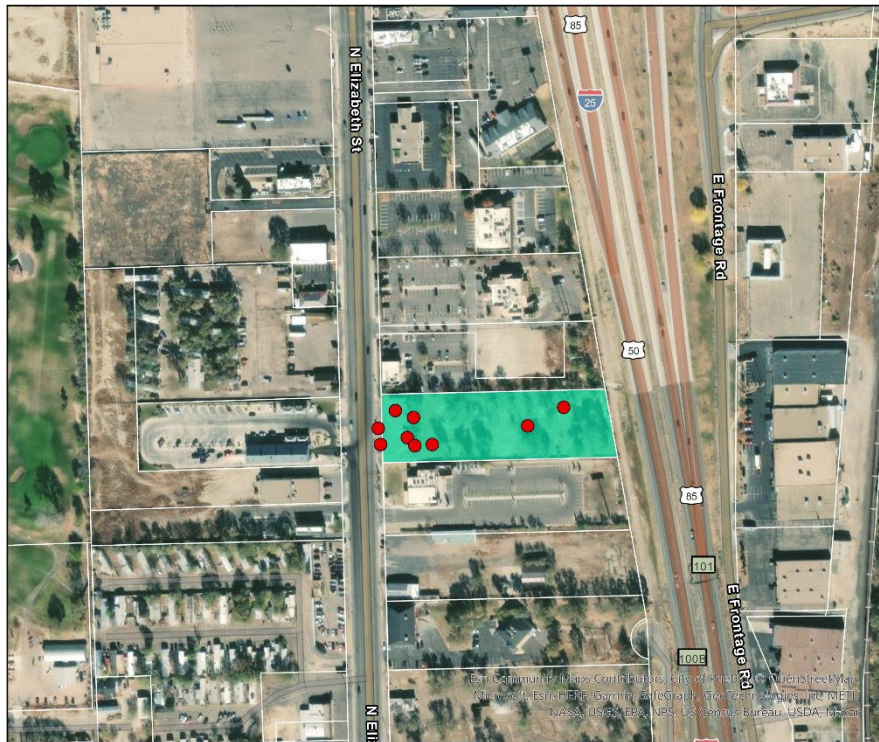
The eastern portion of the survey area is missing storm water drainage infrastructure with the overgrowth and land vacancy. The western section of the survey area lacks storm water drainage infrastructure and has dilapidated parking surfaces.

Sidewalks present in the survey area are in disrepair with cracks and weed overgrowth that impact the site's walkability and aesthetics. In addition to sidewalk conditions, the overall pedestrian experience is dangerous as the survey area is adjacent to the heavily trafficked corridor of Elizabeth Street. This arterial exhibits 4 lanes and a center turning lane. Various vehicles, from cars to large trucks, travel at high speeds along Elizabeth Street, causing unpredictable traffic patterns. The pedestrian conditions along Elizabeth Street have limited protection and no formal separation from moving traffic.

Hazardous soil elements were another condition highlighting the presence of this factor. The contamination soil elements are outlined in depth in the ESA Phase I and ESA Phase II. Although the Phase 2 ESA found evidence of contaminants, these levels did not exceed CDPHE thresholds. However, the ESA's did preclude the possibility of contamination elsewhere throughout the site. The site was previously a gas station, mobile home park, and dry cleaner, all of which have a high propensity for contamination. Also, the former laundromat requires asbestos abatement.

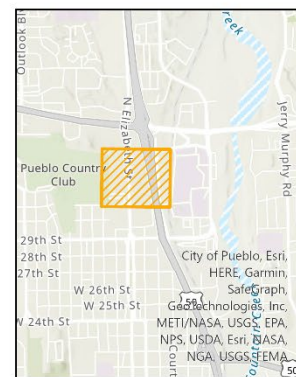
Evidence of vandalism and homelessness, along with the presence of trash throughout the site, further showcases the presence of this factor. Vandalism was evident also, as the former laundromat had a broken window and other structures had been graffitied.

Blighting Factor (d) - Unsanitary/Unsafe Conditions

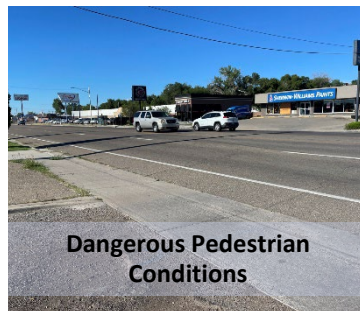


Legend

- BF4 Unsafe/Unsanitary Conditions
- Pueblo County Parcels
- Hotel Survey Area



Cracked Sidewalk



Dangerous Pedestrian Conditions



Building Vandalism



Graffiti Vandalism



Homelessness Evidence



Trash

Factor (e) – Deterioration of Site or Other Improvements

Description:

This factor considers conditions of the site or its infrastructure. It is similar to factor two (2) and four (4), in that it focuses is on the deterioration of exterior elements, and/or the current condition of public infrastructure. A visual deterioration of exterior elements, or a decline of public infrastructure, are examples of this factor. Private land and/or structures that have fallen into disrepair or are damaged also exhibit this factor. Conditions that would justify the inclusion of this factor in an area may include:

- Poor condition of streets or sidewalks
- Signage, such as billboards, that has fallen into disrepair
- Neglected Landscaping
- Damaged or missing public utilities
- Abundance of trash, debris or noxious weeds.

Findings

This factor includes conditions that contribute to a negative perception throughout the survey area. These conditions may include deteriorating outside elements such as signage, trash and debris, neglected landscaping, and missing public infrastructure. Many of these conditions were also identified in Factor 1 and Factor 4.

Sign disrepair was evident in both the west and east side of the survey area. A dilapidated dry cleaners sign hung near Elizabeth Street and an unreadable sign hung on the property's eastern boundary near I-25.

In addition to sign disrepair, the streets within the survey area are in poor condition. The road on the east side of the area proximal to I-25 is an unpaved road, and the ingress/egress with Elizabeth Street is deteriorating, blocked by a gate that transitions down into a nonfunctional, overgrown former road.

Neglected landscaping and missing public utilities were evident in the study area and further highlight the presence of this factor. Deferred landscaping and maintenance are evident throughout the site, with overgrown weeds and abandoned mobile home pads, fencing, and other elements characterizing the property. Evidence of former utilities were identified on the property's eastern boundary that includes the former mobile home park, but these are now nonfunctioning.

Additionally, there was an abundance of trash, debris, and weeds throughout the area. Evidence of squatting and homelessness were also observed within the survey area. Concrete debris piles were also found scattered across the property.

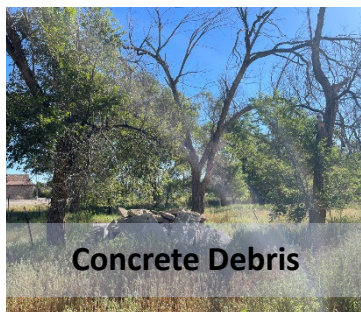
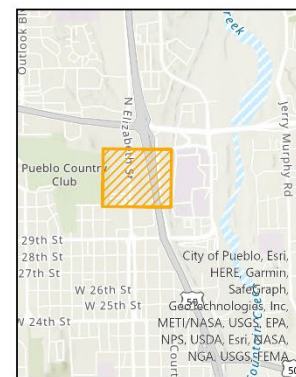
The combination of signage, street disrepair, neglected landscaping, and trash, debris, and weeds in the survey area justified this blighting factor's inclusion.

Blighting Factor (e) - Site Deterioration



Legend

- BF5 Site Deterioration
- Pueblo County Parcels
- Hotel Survey Area



Concrete Debris



Sign Deterioration



Former Sign Remnants



Missing Utilities



Poor Road Condition



Weeds & Debris

Factor (f) – Unusual Topography or Inadequate Public Improvements or Utilities

Description:

This factor refers to unusual topography or lack of public infrastructure that have the effect of arresting sound development in a study area. Areas that exhibit steep grades which cause development to be incompatible or unprofitable would fall under this factor. Properties that are lacking public infrastructure, or are served by deteriorating public infrastructure, would also fall under this factor. This factor shares aspects of factors two (2), four (4) and five (5). Conditions that justify the inclusion of this factor in an area may include:

- Steep slopes or unusual terrain
- Overhead utilities in need of repair
- Deteriorating parking lots, street surfaces, sidewalks
- Poor storm water drainage facilities
- Lack of central sewer or water
- Lack of internal street network
- Broken or inadequate street lighting

Findings

Blighting factors two (2), four (4) and five (5) identified conditions that also underscore the presence of blighting factor six (6) within the survey area. Inadequate public improvements or infrastructure, such as the missing road networks in factor two (2), and missing stormwater facilities identified in factor four (4) also serve as examples of blighting factor six (6).

The survey area's varying topography was the most obvious reason for this factor's inclusion. There is a distinct grade separation as the site transitions west to east. This grade separation is highlighted by a retaining wall/fence structure bisecting the site. The vacant, former laundromat sits at a higher elevation than the vacant land of the former mobile home park. The land towards the east continues to slope down towards I-25. The steep topography presents a formidable development challenge that will require significant grading to activate the entire site. This grading also presents significant development costs.

The fieldwork found overhead utilities in need of repair with old street lighting and other overhead utility posts and wiring in poor condition. These dilapidated infrastructure improvements were found within the former mobile home park section of the property.

The parking lots and street surfaces within the property were also deteriorating. Cracks, uneven surfaces, potholes, missing gravel sections, and weed overgrowth were observed during the site visit. The streets were in such disrepair and deterioration that there is no longer a functioning internal street network.

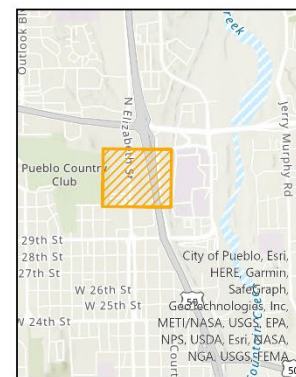
The presence of each of these conditions justifies this blighting factor's inclusion.

Blighting Factor (f) - Topography and Infrastructure



Legend

- BF6 Topography and Infrastructure
- Pueblo County Parcels
- Hotel Survey Area



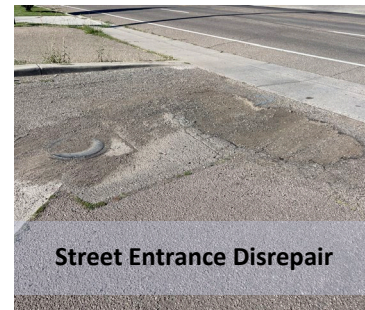
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Steep Slope



Overhead Utilities in Disrepair



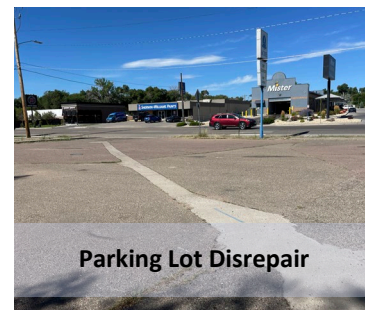
Street Entrance Disrepair



Missing Street Network



Old Street Lighting



Parking Lot Disrepair

Factor (h) – The Existence of Conditions that Endanger Life or Property by Fire or other Causes

Description:

This factor refers to conditions that can endanger lives or property, including buildings that are structurally unsafe, but it also focuses on natural hazards. This factor shares similarities with factors two (2), four (4) five (5) and eleven (11). Conditions that would justify the inclusion of this factor in an area may include:

- Buildings or property not in compliance with current fire codes
- Buildings or property not in compliance with building codes
- Areas that are in a floodplain or flood prone area
- Areas near burn scares, in debris fans or prone to dangerous mud flow
- Areas that exhibit a high crime rate
- Areas with buildings or land that violates environmental regulations (this can range from findings of asbestos or brownfield sites.)

Findings

As mentioned in Blighting Factor Four (4), the survey area has contamination present as found in the asbestos abatement and the ESA Phase I and ESA Phase II. The site was formerly a gas station, mobile home park and dry cleaners, uses that have a high propensity for environmental contamination.

The ESA phase II included both soil samples and groundwater samples. Contaminants were found during Phase II, but they did not exceed the CDPHE limit. However, the Phase 2 ESA explained that there may be additional contaminants, including underground storage tanks elsewhere on the site. Even though the contaminants found were not in excess of state standards, the information provided by the Phase 2 ESA provided enough evidence to meet this blighting factor's threshold.

In addition to soil and groundwater considerations, the former laundromat requires asbestos abatement. Tiles uses in the building must be removed prior to any redevelopment of the property.

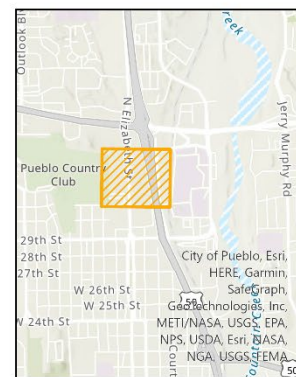
The environmental contamination in the survey area justified the inclusion of this factor in the conditions survey.

Blighting Factor (h) - Endangered Property



Legend

- BF8 Endangered Property
- Pueblo County Parcels
- Hotel Survey Area



0 250 500 1,000 US Feet



Former Dry Cleaner

Factor (i) – Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities

Description:

This factor refers to conditions that make buildings unsafe and unfit for employees to work in or residents to live in. It shares similarities with the conditions presented in factors one (1), four (4), five (5) and eight (8). Conditions that would justify the inclusion of this factor in an area may include:

- Buildings that are dilapidated or deteriorating
- Poor physical design
- Inadequate facilities
- Building code violations (age of the building may justify this condition)

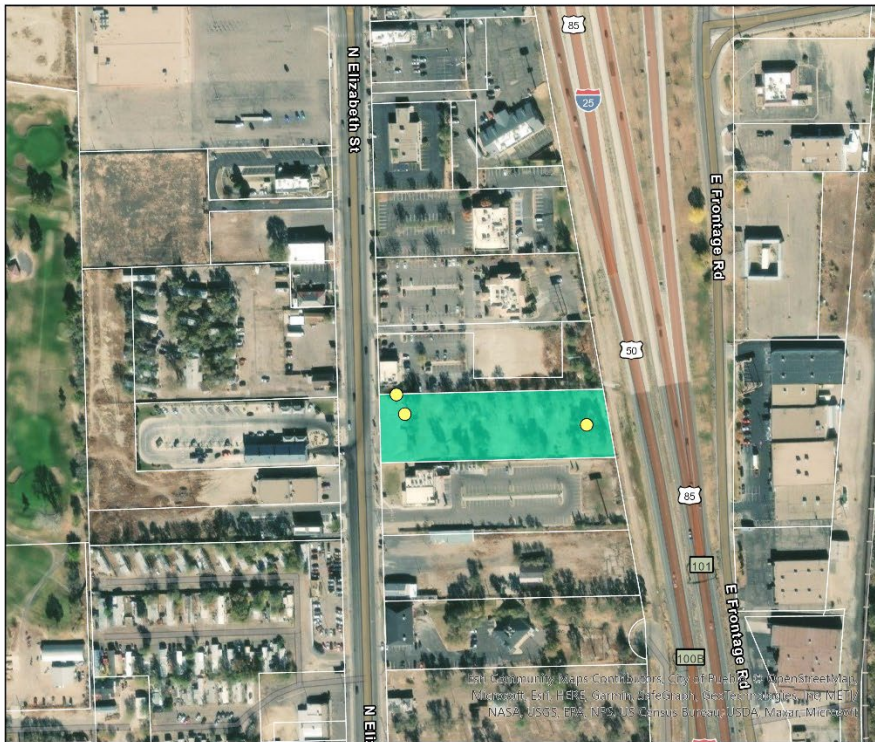
Findings

This analysis focused on structures that were physically dilapidated as evidence of this blighting factor. Fieldwork identified the masonry former dry-cleaning building as one that is deteriorating has poor physical design with uninviting elements.

The masonry building as mentioned in factor 1, has deteriorating elements throughout ranging from foundation concerns to elements on the side of the building. The design of the building is outdated, has limited relation pedestrians, and no interaction with the eastern section of the area. The main design feature of the building is the parking lot which provides some relation to the road.

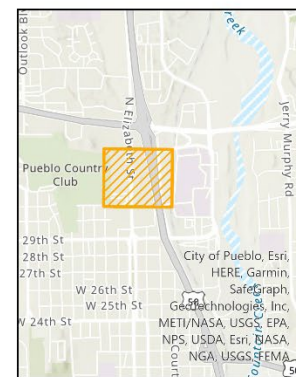
The presence of these conditions justifies the inclusion of this survey.

Blighting Factor (i) - Unhealthy Buildings

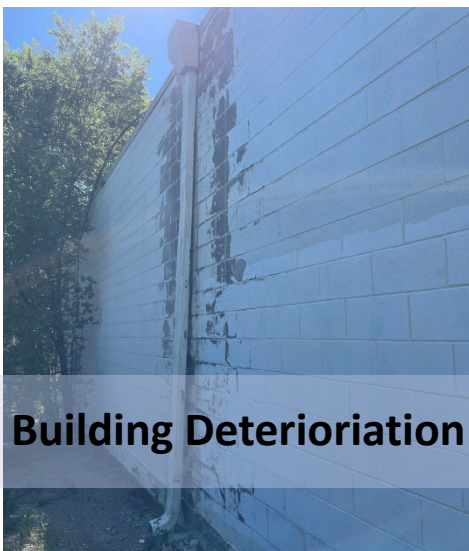


Legend

- BF9 Unhealthy Buildings
- Pueblo County Parcels
- Hotel Survey Area



0 250 500 1,000 US Feet



Building Deterioration



Uninviting Building Design

Factor (j) – Environmental Contamination of Buildings or Property

Description:

This factor refers specifically to the environmental contamination of buildings or property. In this regard, it shares many similarities with factors four (4) and eight (8). Conditions that would justify the inclusion of this factor in an area may include:

- The presence of hazardous materials in buildings or property

Findings

As previously described in Factor Four (4) and Factor Eight (8), the survey Area has contaminated soil. In addition to the former gas station and dry-cleaning history, the fieldwork found needles which are a biohazard in the survey area.

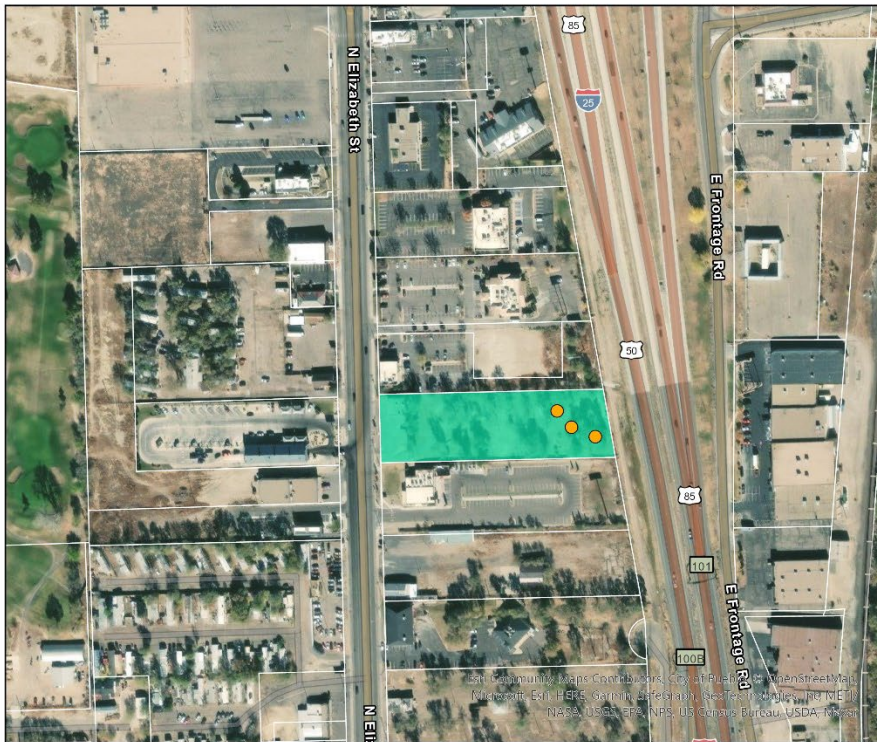
Potential contaminants and storage tank presence were noted by the ESA Phase I conducted and was followed by an ESA Phase II. The ESA Phase I recognized the former dry cleaning and gas filling uses, potential asbestos, radon possibility, and biohazard waste. The ESA Phase I noted storage tank history of the site with tank removal in 1997, along with additional unexpected storage tank findings in 2005.

The ESA Phase II found contaminants, but they did not exceed the CDPHE limit. Even though the contaminants were not found in excess, there was enough to meet the threshold for this blighting factor. New development on the site will require asbestos abatement as well. The abatement will include tile removal in the masonry former dry-cleaning building.

Biohazard materials were found during fieldwork with the presence of needles in the vacant lot eastern section of the site.

The presence of the various hazardous materials throughout the survey area justified the inclusion of this factor in this conditions survey.

Blighting Factor (j) - Environmental Contamination



Legend

- BF10 Environmental Contamination
- Pueblo County Parcels
- Hotel Survey Area



0 250 500 1,000 US Feet



Former Dry Cleaner



Needle Biohazard

Factor (k.5) – The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Description:

This factor references a broad category of health, safety and welfare factors. The common conditions for this factor to be present are instances where high levels of municipal service are required, substantial physical underutilization of property is exhibited, or high levels of vacancy are common. Vacancy can include land, buildings, or tenancy. This factor shares similarities with many of the factors on this list. Conditions that would justify the inclusion of this factor in an area include:

- Numerous vacant buildings or property throughout the area
- Evidence of underutilized buildings
- Underutilized or vacant sites
- Broken or inadequate street lighting

Findings

The survey area is characterized by vacant and underutilized parcels. The land itself is largely vacant, especially the former mobile home park on the property's east side. This former mobile home park is overgrown, and the mobile home pads are visibly deteriorating. As mentioned in Factor 6, overhead utilities and light poles also appeared dilapidated and unused throughout this area.

The property also exhibits vacant buildings. The former dry-cleaning building on the west side of the area is vacant, with broken and boarded up windows and for sale advertisements plastered to its walls. The masonry former dry-cleaning building is empty inside other than components of former clothing racks attached to the ceiling.

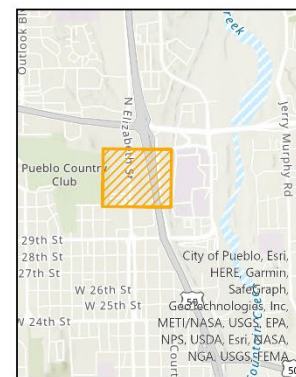
The level of vacancy and underutilization is direct evidence for the inclusion of this blighting factor.

Blighting Factor (k.5) - Underutilization or Vacancy



Legend

- BF11 Underutilization and Vacancy
- Pueblo County Parcels
- Hotel Survey Area



0 250 500 1,000 US Feet



Vacant Property



Underutilized Site



Vacant Building

Conclusion

This Conditions Survey catalogs the presence of statutorily defined blighting factors within the proposed Hotel Urban Renewal Plan area. This report was designed to assist Pueblo URA in determining whether this area is 1) eligible for urban renewal projects and activities, and 2) that the proposed boundary is drawn as narrowly as possible.

This Conditions Survey identified ten (10) blighted area factors as defined by Colorado's Urban Renewal Law, within the City's municipal limits. The presence of ten blighting factors meets the requirements outlined in (C.R.S. 31-25-104), in which at least four blighting factors must be present for that area to be declared "blighted" and therefore eligible to be designated as an Urban Renewal Plan area.

The proposed boundary also meets the statutory recommendation of "being drawn as narrowly as possible". The proposed boundary includes a single parcel.

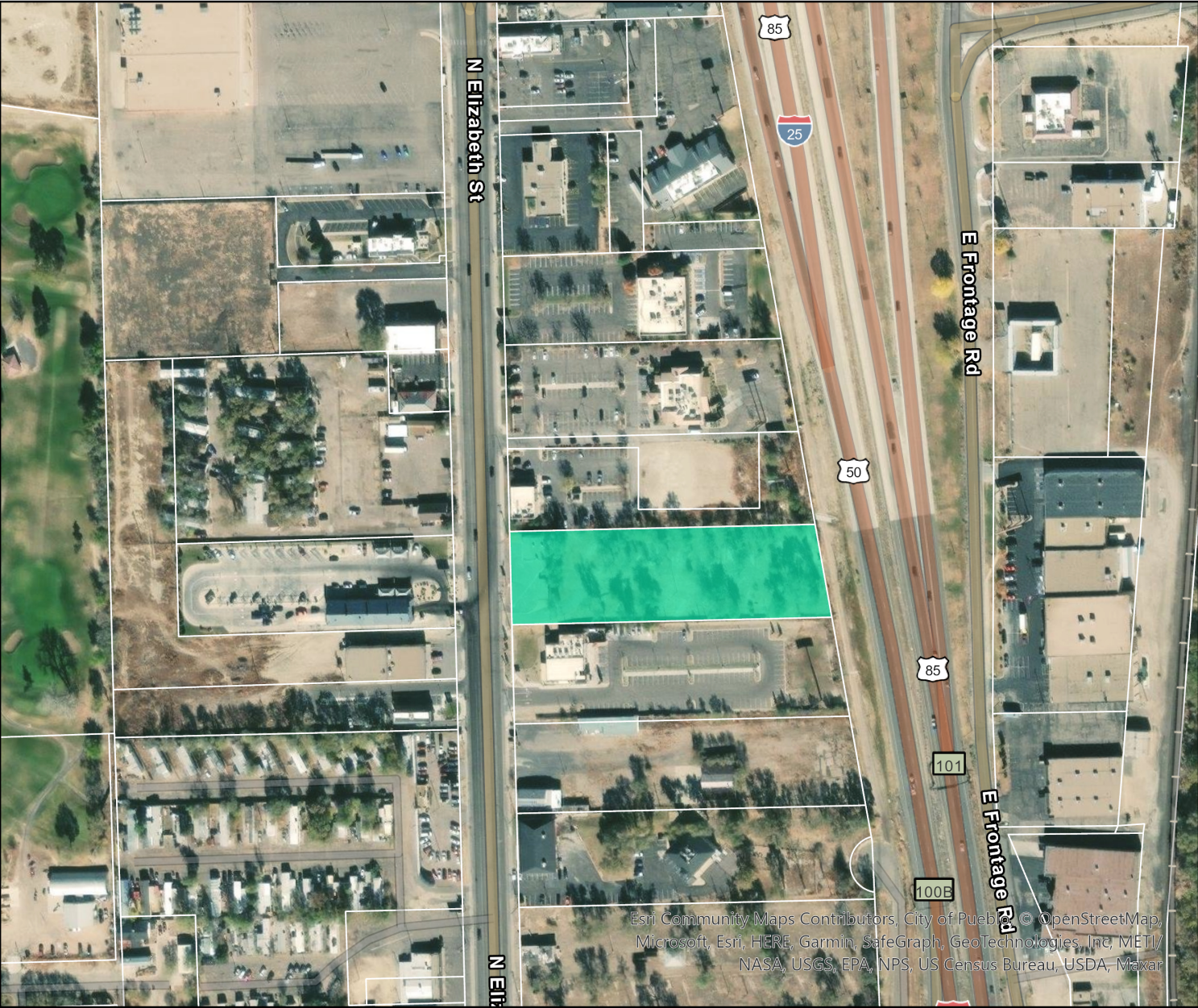
This Conditions Survey finds that the proposed Hotel Urban Renewal Plan area can be declared a "blighted area" as defined by Colorado's Urban Renewal Law and therefore qualifies for urban renewal treatment.



Appendix

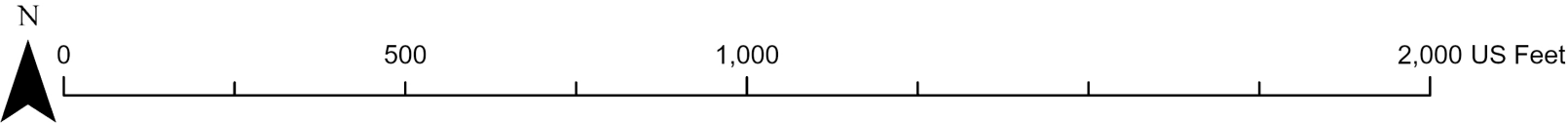
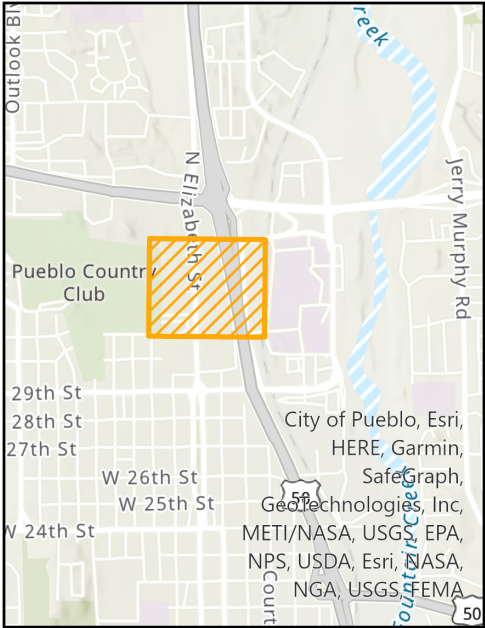
Conditions Survey Maps

Conditions Survey Area



Legend

- Pueblo County Parcels
- Hotel Survey Area

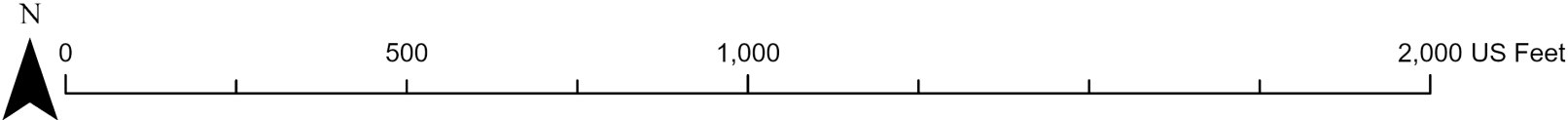
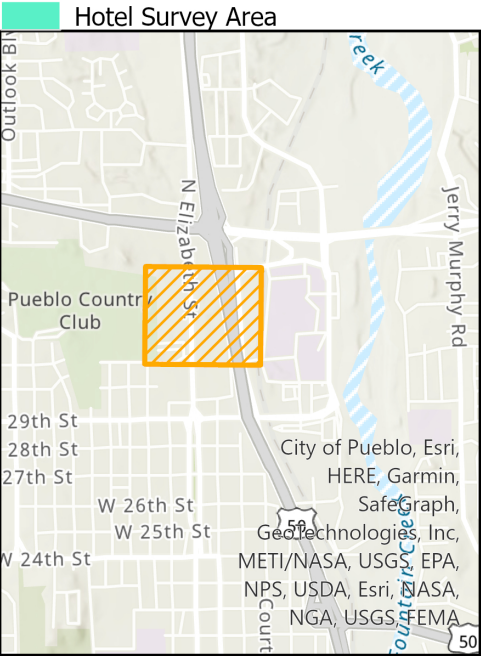


Conditions Survey Area - Blighting Factors Map



Legend

- BF1 Deteriorating Structures
- BF2 Defective Streets
- BF3 Faulty Lots
- BF4 Unsafe/Unsanitary Conditions
- BF5 Site Deterioration
- BF6 Topography and Infrastructure
- BF7 Defective Title
- BF8 Endangered Property
- BF9 Unhealthy Buildings
- BF10 Environmental Contamination
- BF11 Underutilization and Vacancy
- Pueblo County Parcels
- Hotel Survey Area

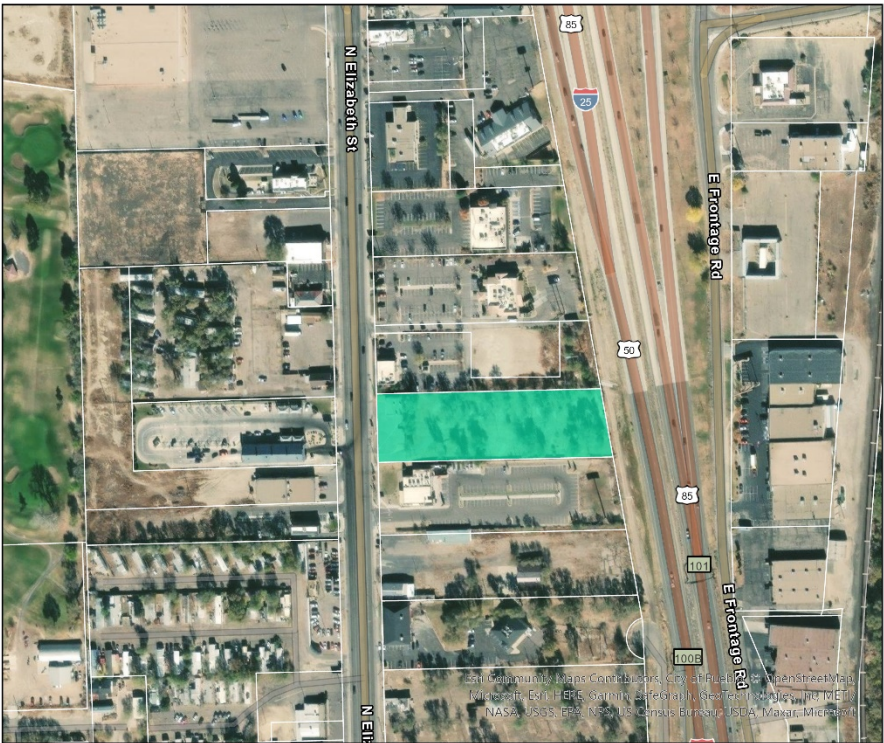


The North Elizabeth Hotel Urban Renewal
Plan
August 18th, 2023



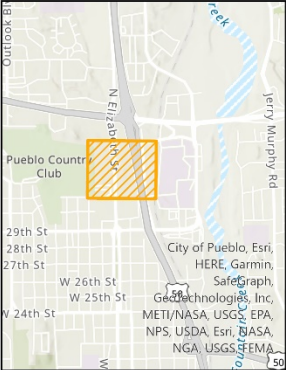
Prepared by:
Pueblo Urban Renewal Authority (PURA)

Hotel Urban Renewal Project



Legend

- Pueblo County Parcels
- Hotel Survey Area



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DEFINITIONS

The terms used in this Urban Renewal Plan shall have the following meanings:

Act means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes.

Area or **Urban Renewal Area** means the area of the City included within the boundaries of this Urban Renewal Plan as depicted in Exhibit A and described in Exhibit B.

Authority means the Urban Renewal Authority of Pueblo, Colorado.

City means the City of Pueblo, Colorado.

City Planning means the Department of Planning & Community Development of the City of Pueblo, Colorado.

City Consolidated Plan means the City of Pueblo 2020-2024 Consolidated Plan, approved June 14, 2021, by Ordinance No. 9951.

Comprehensive Plan means the Pueblo Regional Comprehensive Plan adopted in 2022.

County means Pueblo County, Colorado.

Plan or **Urban Renewal Plan** means this urban renewal plan as it may be amended in the future.

Project or **Urban Renewal Project** means all activities and undertakings described in this Plan.

I. Introduction

The purpose of this Plan is to implement those provisions of the Comprehensive Plan and the City Strategic Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help provide important services to the Area, eliminate and prevent conditions of blight, attract private investment, utilize underdeveloped land, and leverage public investment and funding mechanisms to promote redevelopment and rehabilitation of the area by private enterprise, and, where necessary, provide necessary public infrastructure to serve the Area.

This Urban Renewal Plan has been proposed for consideration by the City Council of the City pursuant to the provisions of the Act. The administration of the Project and the implementation of the Plan shall be the responsibility of the Authority.

II. Urban Renewal Area Boundary

An urban renewal plan area has been created that includes properties that are within the City of Pueblo's municipal limits. The Area, titled "North Elizabeth Hotel Urban Renewal Plan" includes one (1) parcel along North Elizabeth Street. The property's address parcel number is 513014004, per the Pueblo County Assessor's database. This parcel encompasses ~2.1 acres and is zoned B-4 Regional Commercial. The subject area is characterized by vacant land and buildings, deteriorating structures, environmental contamination, steep topography, deteriorating or missing infrastructure, and unproductive lot configurations. The Area's characteristics make future development challenging and is the reason why PURA is evaluating this site for Urban Renewal treatment.

III. Summary of Statutory Criteria

On August 18th, 2023, a conditions survey report was delivered to the Pueblo Urban Renewal Authority that summarized a blight study of the area described as the North Elizabeth Hotel Urban Renewal Plan. Relevant conditions were researched, documented, photographed, and compared with the blight factors pursuant to the Act. The result of the survey is included in a document entitled "The Hotel Urban Renewal Plan Conditions Survey" (the Conditions Survey) dated August 18th, 2023, consisting of 34 pages, related exhibits, a description of existing conditions, and numerous photographs. The Conditions Survey is incorporated herein in its entirety by this reference.

The Conditions Survey shows that the following factors listed in the Act are present in the Area and that these conditions qualify the Area as a "blighted area" as defined in the Act:

Conditions Survey – Blighting Factors Catalogued	
Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)	Definition
Factor 1 (a)	Slum, Deteriorated, or Deteriorating Structures.
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4 (d)	Unsanitary or Unsafe Conditions
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 8 (h)	The Existence of Conditions that Endanger Life or Property by Fire or Other Causes.
Factor 9 (i)	Buildings that are Unsafe or Unhealthy for Persons to Live or Work in Because of Building Code Violations, Dilapidation, Deterioration, Defective Design, Physical Construction, or Faulty or Inadequate Facilities.
Factor 10 (j)	Environmental Contamination of Buildings or Property.
Factor 11 (k.5)	The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements

IV. Description of Urban Renewal Project

This Plan will be implemented as part of a comprehensive program to eliminate and prevent blight in the Urban Renewal Area. The Authority and the City, with the cooperation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey while supporting Pueblo's Regional Comprehensive Plan, the City's Consolidated Plan, and the Pueblo community's remediation and redevelopment goals. Although there are other adopted Plan's both locally and regionally not listed, the Goals and Policies of these plans are assumed to be subsumed under the Comprehensive Plan.

A. Urban Renewal Plan Goals and the Plan's Relationship to Local and Regional Objectives

Goals of the Plan

Goals of the Plan – This Plan has been adopted to achieve the following goals in the Area:

- a) To encourage renewal throughout the Area by attracting additional investment and redevelopment within the Project.
- b) To alleviate blighting conditions within the Area's boundary.
- c) To leverage Tax Increment Financing to assist with the funding of infrastructure and facilities that will help advance the remediation and revitalization goals of the Area.
- d) To incentivize and invest in catalytic development that will remediate blighting conditions throughout the Area.
- e) To encourage redevelopment within the Area that aligns with the City of Pueblo's future land use designations and zoning districts.

- f)** To leverage Tax Increment Financing to help attract new commercial investments and development that aligns with the City's CB-4 Regional Commercial Zone within the Area.
- g)** To improve the streetscapes to promote on-street bike and pedestrian travel while also enhancing lighting, sidewalks, pedestrian safety, parking, signage, and landscaping.
- h)** To improve pedestrian and trail connections to/from the Area along North Elizabeth Street.
- i)** To invest in cultural and community spaces within the Area.

1. Relationship to Comprehensive Plan

The Plan conforms with and is designed to help implement the Visions, Goals, Policies and Guiding Principles detailed in the Comprehensive Plan, revised and adopted September 2022.

In addition to this conformance, the Plan will remediate blighting conditions and attract development that aligns with the following “Key Themes”:

- History and Culture
- Economy
- Growth and Development
- Transportation and Connectivity

a) The Plan will support Goal 4.4 to “Establish Pueblo County as a Tourist Destination”. The Plan will remediate blighting factors on a commercially zoned property. It is also intended to attract tourist-oriented, commercial development, such as a Hotel. This in turn will advance the Comp Plan’s “measure of success” for Guiding Principle 4, which is to increase the number of visitors and tourist spending time and money in Pueblo. Specific policies that align with this Urban Renewal Plan include:

- (1) Policy 4.4.1 Marketing and Branding
 - (2) Policy 4.4.3 Economic Impacts
 - (3) Policy 4.4.4 Major Events and Attractions
- (a) *See Page 52 of Regional Comprehensive Plan*

b) The Plan will support Goal 4.6 to “Enhance the Appearance of Public Spaces, Rights-of-Way, and Community Gateways”. The Plan will remediate conditions that have prevented new development in a highly visible, commercial parcel located near Interstate 25 and Highway 50. The Plan will bring higher and better uses to the site and remove unsightly blight from this area of the city. Specific Policies that Align with this Urban Renewal Plan include:

- (1) Policy 4.6.1 Community Gateways
 - (2) Policy 4.6.4 Context-Sensitive Development
- (a) *See Page 53 of Regional Comprehensive Plan*

c) The Plan will support Goal 6.1 to “Promote a fiscally and environmentally responsible pattern of growth” and Goal 6.2 to “Encourage Infill and Reinvestment in Established Communities and Neighborhoods”. The Plan will support commercial development concentrated along commercial corridors in established neighborhoods. The Plan also leverages funding tools such as tax increment financing. The Plan will facilitate reinvestment in Underutilized Center/Corridors identified within the Comprehensive Plan. Specific Policies that Align with this Urban Renewal Plan include:

- (1) Policy 6.1.1 Coordinated Planning

- (2) Policy 6.1.2 Concentrated Development
 - (3) Policy 6.1.5 Compact Development
 - (4) Policy 6.1.5 Prioritize Investment
 - (5) Policy 6.2.2 Reinvestment in Core Neighborhoods
 - (6) Policy 6.2.4 Redevelopment Areas
- (a) See Pages 65, 66 and 67 of Regional Comprehensive Plan

2. Relationship to City Consolidated Plan

The Plan conforms with and is designed to implement the following Goals detailed in the City's 2020-2024 Consolidated Plan:

Goal 8 – Economic Development: Includes activities such as workforce and economic development initiatives.

The Plan will alleviate conditions arresting sound development within this specific area and help attract private investment to generate higher and better economic uses. The parcel is zoned commercial and exhibits vacant buildings and land. Attracting new commercial development to this site would advance the City's Consolidated Plan's Goal.

Goal 9 – Eliminate Slum or Blighting Influences: Includes the demolition of vacant and dilapidated structures that pose a threat to health and safety, code enforcement, and graffiti removal and façade improvement programs.

The Plan's primary charge is to eliminate blighting factors arresting sound development within the Plan Area. The Conditions Survey identified blighting factors in the area that included vacant buildings, deteriorating structures that are not in code compliance, as well as trash, debris and graffiti. The Plan's Primary purpose is in alignment with the City Consolidated Plan's goal to eliminate slum or blighting influences.

B. Land Use Regulations and Building Requirements

The Plan will provide a comprehensive and unified plan to promote and encourage high quality development and redevelopment of the Urban Renewal Area by cooperative efforts of private enterprise and public bodies. Notwithstanding anything in the Plan to the contrary, the development and use of the property within the Urban Renewal Area described in the Plan including, without limitation, land area, land use, design building requirements, timing or procedures applicable to the property, shall be subject to the Pueblo Municipal Code and secondary regulations and procedures therein adopted by

reference, and other applicable standards and regulations of the City of Pueblo ("City Regulations"). Permitted uses for properties in the Urban Renewal Area shall be those uses allowed in the City of Pueblo Zoning Code and Land Use Code for annexed parcels.

V. PROJECT ACTIVITIES

The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so.

A. Public Improvements

The Authority may undertake certain actions to eliminate blight and make the Urban Renewal Area and its environs more attractive for private investment. The Authority may or may cause to be installed, constructed, and reconstructed public improvements in furtherance of the Plan, which may include, without limitation, streets, sidewalks, alleys, utility infrastructure, utility service facilities, parks, streetscapes, pedestrian corridors, bicycle facilities, and parking facilities. The Authority also may or may cause to be installed, constructed, and reconstructed any other authorized improvements in furtherance of the Plan, which may include, without limitation, façade improvements, public access ways, public gathering areas, and other improvements. Any such construction or improvements shall be performed in accordance with the City's Comprehensive Plan, City specifications and upon obtaining required City permits and compliance with all applicable laws.

B. Redevelopment Agreements

The Authority is authorized to enter into one or more Redevelopment Agreements with developers, landowners, and other entities determined to be necessary or desirable to carry out the purposes of this Plan. Such Redevelopment Agreements may contain such terms and provisions as shall be deemed necessary or appropriate by the Authority for the purpose of undertaking the activities contemplated by this Plan or the Act and may further provide for such undertakings by the Authority, including financial assistance (subject to the limitations contained herein), as may be necessary for the achievement of the objectives of this Plan or as may otherwise be authorized by the Act.

C. Redevelopment and Rehabilitation

Redevelopment and rehabilitation actions within the Urban Renewal Area may include such undertakings and activities as are in accordance with this Plan and the Act, including without limitation: (i) renovation and enhancement of buildings and improvements; (ii) the installation, construction, relocation and reconstruction of public and private improvements; (iii) the carrying out of plans for a program through voluntary action for the repair, alteration, and rehabilitation of buildings or

other improvements in accordance with this Plan; and (iv) the taking of such other actions to eliminate unhealthy, unsanitary or unsafe conditions, eliminate obsolete or other uses detrimental to the public welfare, or otherwise remove or prevent the spread of blight or deterioration. In the absence of any Redevelopment Agreement, development, redevelopment, and rehabilitation in furtherance of the Plan must be undertaken in accordance with, as applicable, the building and zoning regulations and other applicable ordinances of the City.

D. Cooperation Agreements

For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the City, County, or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location, and construction of public improvements; and any other matters required to carry out this Project. It is recognized that cooperation with the City, County, and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, and timing of public and private improvements within the Area to properly and efficiently carry out the goals and objectives of this Plan.

VI. PROJECT FINANCING

A. Financing Methods

The Authority is authorized to finance the Project and other activities by several methods, including, but not limited to, the following: appropriations from the City; Property Tax Increment paid pursuant to the Cooperation Agreement; interest income; federal loans or grants; or any other available source of revenue allowable under the provisions of the Act or other applicable laws. The Authority anticipates financing the Project Activities under the Plan through a private placement bond issuance for amounts not to exceed \$3,000,000. In addition, subject to the City's approval under §31-25-107 (7), the Authority is authorized to issue other obligations, incur indebtedness, loans, or advances as contemplated by the Act in an amount sufficient to carry out all or any part of the Project. The principal of, interest on, and any premiums due in connection with such bonds, indebtedness, loans or advances may be paid from Property Tax Increment or any other funds, revenues, assets or properties legally available to the Authority.

B. Cooperation Agreements between the City and the Authority

Before the Authority enters a Redevelopment Agreement, the City and the Authority shall enter a Cooperation Agreement.

C. Tax Increment Financing

This Plan contemplates that the primary method of financing the Project and other activities by the Authority shall be the use of Property Tax Increment financing under the tax increment financing provisions of C.R.S. § 31-25-107(9), as amended from time to time, which is by this reference incorporated herein as if set forth in its entirety, subject to City Council approval as set forth herein. In accordance with the Act, the Authority notified the governing bodies of each other public body whose Property Tax Revenues would be allocated under this Plan and negotiated agreements governing the types and limits of tax revenues of each taxing entity to be allocated under the Plan. The Authority has or shall enter into agreements with each taxing entity addressing, without limitation, estimated impacts of the Plan on district services associated solely with the Plan. The allocated shared tax revenues governed by each agreement shall be limited to all or any portion of the taxes levied upon taxable property by the public body within the area covered by the Plan. If there is any conflict between the Act, a Cooperation Agreement, a district agreement, and this Plan, the provisions of the Act shall control. For the Urban Renewal Area, all Property Taxes levied after the effective date of the approval of the Urban Renewal Area upon the taxable property in the Urban Renewal Area each year by or for the benefit of the City shall be divided as follows:

- I. In the case of a Property Tax Increment Area, that portion of the Property Tax Revenues that are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of such Area in respect of this Plan or, as to an area later added to the Area, the effective date of the modification of this Plan specifying such Area shall be paid into the funds of each such public body as are all other taxes collected by or for such public body.
- II. Except as the Authority may legally provide otherwise under the Act, that portion of the Property Tax Revenues in excess of the amounts described in paragraph above shall be allocated to, and when collected, paid into a special fund of the Authority, and may be irrevocably pledged by the Authority for the payment of the principal of, premium, if any, and interest on any bonds of, loans or advances to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Authority to finance or refinance, in whole or in part, the Project. Unless and until the Property Tax Revenue in excess of the amount as provided in

paragraph I(3)(a) above, all of the Property Tax Revenues for the Urban Renewal Area shall be paid into the funds of the respective public bodies.

- III. When such bonds, loans, advances, and indebtedness, if any, including interest thereon and any premiums due in connection therewith, have been paid, with respect to a tax increment but in no event later than twenty-five (25) years following the effective date such Urban Renewal Area is included in this Plan approved by City Council, the total Property Tax Revenues in such Area shall be paid into the funds of the City and the applicable public bodies, respectively. To the extent any tax increment exceeds the required amount of debt service for any such bonds, loans, advances, and indebtedness, including interest thereon and any premiums due in connection therewith, within any given year, such excess shall be refunded to the taxing entities in purportion to their existing mill levy. In the event there is a general reassessment of taxable property valuations in the City, including all or part of the Urban Renewal Area, the portions of valuations for assessment attributable thereto under this Part VI shall be proportionately adjusted in accordance with such reassessment or change.

The Authority and the City may, by Cooperation Agreement or other agreement, provide for the method by which Property Tax Increment shall be allocated and paid to the Authority pursuant to the provisions of this Plan and the Act. Such agreements, and similar agreements between the Authority and other public bodies, may provide additional assistance by the City and cooperation between the Authority and the City in support of the Project as may be more fully set forth in the provisions of such Cooperation Agreement or other agreement.

VII. CHANGES IN APPROVED PLAN

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including but not limited to § 31-25-107, C.R.S. It is explicitly understood all proposed modifications shall be submitted to the City Council for approval. Minor Modifications, those not defined as substantial under the Act, shall be reviewed and approved by the City Council through resolution. Substantial Modifications must be submitted to City Council and approved with the same formalities as this Plan. Substantial Modifications include modifications to the Plan regarding land area, land use, authorization to collect incremental tax revenue, the extent of the use of tax increment financing, the scope or nature of the urban renewal project, the scope or method of financing, design, building requirements, timing, or procedure, or substantial clarification

to parts of this Plan lacking specificity with respect to the urban renewal project or any financing.

VIII. MINOR VARIATIONS

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

EXHIBIT A
LEGAL DESCRIPTION

LOT 2, PIEDMONT PARK, EXCEPT THAT PORTION CONVEYED TO COLORADO
STATE HIGHWAY DEPARTMENT BY DEED RECORDED JANUARY 22, 1947 IN
BOOK 1031 AT PAGE 2020, COUNTY OF PUEBLO, STATE OF COLORADO

EXHIBIT B

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 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 MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE BLUFFS PHASE 1 URBAN RENEWAL PLAN

SUMMARY:

This Ordinance makes certain legislative findings, establishing the Bluffs Phase 1 Urban Renewal Area and approving the Bluffs Phase 1 Urban Renewal Plan proposed by the Pueblo Urban Renewal Authority (PURA) to alleviate blight and conduct a study to identify blighting factors within the proposed Bluffs Phase 1 Area in conjunction with the Bluffs Phase 1 development project.

PREVIOUS COUNCIL ACTION:

On November 27, 2023, City Council, through Resolution No. ____ approved the commissioning of a Conditions Survey to determine if the statutory blight factors exist within the proposed Area.

BACKGROUND:

The Bluffs Phase 1 area encompasses five (5) parcels and approximately 3.3 acres, including Right-of-Way (ROW). The area is characterized by vacant land clustered atop a steep bluff within City limits, overlooking the Arkansas River. Public surface infrastructure, from streets and alleyways to the trails leading down to the River, is in disrepair. The survey area is also within "Superfund Proximity" according to the EPA's Environmental Justice Indexes website. Currently, the site is vacant. The Urban Renewal Plan contemplates using tax increment financing by PURA to alleviate blight and facilitate redevelopment of the Urban Renewal Area through public improvements, redevelopment agreement(s), redevelopment and rehabilitation, and cooperative agreements with the City and other public bodies.

The City has entered into a development agreement with a private developer in this area to provide for necessary public improvements.

Neither PURA nor the Plan indicates whether it intends to finance the amounts necessary to complete the proposed Urban Renewal Project. As a result, PURA will adequately finance, put agreements in place to finance, or reimburse through a cooperation agreement any additional infrastructure and services required to serve development within the Area for the period in which all or a portion of the property taxes described in C.R.S. § 31-25107 (9) (a) (II) and levied by taxing entities are paid to the Authority. To the extent excess tax increment revenue is available after debt service or other obligations, PURA will refund such excess revenue to the corresponding taxing entities in proportion to their contributions. PURA anticipates the improvements made will increase the valuation of the Urban Renewal Area by \$ \$2,564,580. PURA requests a maximum tax increment revenue pledge of \$6,584,000 from all the taxing entities within the Urban Renewal Area.

FINANCIAL IMPLICATIONS:

PURA is requesting the City pledge up to a maximum of \$1,053,588 in potential property tax revenue over the next twenty-five (25) years to finance the Urban Renewal Project contemplated in the Bluffs Phase 1 Urban Renewal Plan. The Public Improvements in the area are anticipated to cost \$575,720.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission and Pueblo Urban Renewal Authority Board recommend approval of this Urban Renewal Project.

STAKEHOLDER PROCESS:

The PURA has been in contact with and presented for approval the Urban Renewal Plan to the other taxing entities within the proposed Urban Renewal Area.

ALTERNATIVES:

A “no action” alternative would prevent the designation of the Bluffs Phase 1 Renewal Area, reject approval of the Bluffs Phase 1 Urban Renewal Plan, prohibit PURA's involvement in the redevelopment of the Bluffs Phase 1 Development Project, and require a vote of the people for any tax increment financing.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. Ordinance (Bluffs Phase 1 Urban Renewal Plan)
2. PURA_Bluffs_Conditions_Survey_5.12.2023
3. The Bluffs URA Plan (Final)

ORDINANCE NO. ____

AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS
AND APPROVING THE BLUFFS PHASE 1 URBAN RENEWAL
PLAN

WHEREAS, by Resolution No. _____, the City Council of Pueblo ("City Council") authorized and directed the Pueblo Urban Renewal Authority to study an area (the "Area") of Pueblo ("City") to assess if blighting factors exist in the Area and if appropriate, recommend that the City Council consider one or more redevelopment plans to remove any such conditions of blight;

WHEREAS, the Authority contracted with Pioneer Development Company (the "Consultant") to conduct a conditions survey of the Area, which is more particularly described in Exhibit A, attached to and incorporated herein, to determine if the Area contains factors included in the definition of "blighted area" in the Colorado Urban Renewal Law, Sections 31-25-101, *et seq.*, C.R.S., ("Act");

WHEREAS, the Consultant prepared, submitted, and presented to the Authority and City Council a document entitled "Bluffs Phase 1 Urban Renewal Plan Conditions Survey" ("Survey") dated April 9, 2023, which describes in detail the conditions in the Area and is incorporated herein by this reference;

WHEREAS, the Consultant prepared, and the Authority has presented to the City the proposed Bluffs Phase 1 Urban Renewal Plan ("Plan"), attached hereto and incorporated herein; and

WHEREAS, the City Attorney has reviewed the Plan and approves the Plan as to form, as attached hereto and incorporated herein;

WHEREAS, the aforesaid Plan is a matter of public record in the custody of the City Clerk and is available for public inspection during business hours of the City;

WHEREAS, notice of the public hearing on the Plan was published as required by Section 31-25-107(3), C.R.S., at least thirty (30) days prior to the public hearing;

WHEREAS, the City Council has taken reasonable efforts to provide written notice of the public hearing to all property owners, residents, and business owners in the area included in the Plan ("Urban Renewal Area"), informing them of the public hearing at least thirty (30) days prior to the public hearing;

WHEREAS, the City's Planning and Zoning Commission has reviewed the Plan and determined the Plan complies with the City's Comprehensive Plan for development within the City ("Comprehensive Plan"), which is the general plan for the development of the City;

WHEREAS, the Plan contains provisions that anticipate the allocation of property tax increment revenues derived from the levies of taxing entities that levy property taxes in the proposed Urban Renewal Area ("Taxing Entities");

WHEREAS, the Authority has delivered to the Taxing Entities (a) the notice of the public hearing, (a) the Plan, and (c) a copy of an impact report ("Impact Report") prepared by the Consultant that describes the burdens and benefits of the Plan on the revenues and services of such Taxing Entities;

WHEREAS, based on the Impact Report, the Authority has reached an agreement with the Taxing Entities regarding estimated impacts on services of the Taxing Entities associated solely with the Plan as required by Section 31-25-107(9.5) of the Act; and

WHEREAS, on December 11, 2023, the City Council conducted a public hearing and reviewed said Plan pursuant to the procedural and notice requirements of the City Charter and the Act, and the City Council, having considered the evidence presented in support of and in opposition to the Plan, the Survey, the City's Comprehensive Plan, and staff recommendations and so having considered the legislative record and given appropriate weight to the evidence.

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

SECTION 1.

The Urban Renewal Area described in the Plan is found and declared to be a blighted area as defined in the Act. This is a legislative finding by the City Council based upon the Survey and other evidence presented to the City Council.

SECTION 2.

The boundaries of the Urban Renewal Area have been drawn as narrowly as the City Council determines feasible to accomplish the planning and development objectives of the Plan.

SECTION 3.

The Plan, Impact Report, and notice of the public hearing have been submitted to the Taxing Entities, including the Board of County Commissioners of Pueblo County, Colorado ("County"), together with the information required by § 31-25-107 (3.5) and (9.5) of the Act. The Plan will remediate conditions of blight in the Urban Renewal Area.

SECTION 4.

To conform with the representations made to the Taxing Entities by the Authority, the Plan shall be amended as follows:

- (a) Section V of the Plan shall be amended and replaced as follows:

- a. PROJECT ACTIVITIES - The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so.
- i. Public Participation - The Authority is committed to public participation in pursuit of the objectives of this Urban Renewal Plan through discussion with the appropriately registered neighborhood organizations and will invite public comment on the Project at multiple public meetings with members of appropriately registered neighborhood organizations in attendance. Pursuant to policies adopted by the Authority and to the extent provided in Colorado Open Records Act, Colo. Rev. Stat. Title 24, Article 72, Part 2, as the same may be amended from time to time, the Project's plans and proposals will be made available to the public.
 - ii. Public Improvements – The Authority may undertake certain actions to eliminate blight and make the Urban Renewal Area and its environs more attractive for private investment. The Authority may or may cause to be installed, constructed, and reconstructed public improvements in furtherance of the Plan, which may include, without limitation, streets, sidewalks, alleys, utility infrastructure, sanitary sewer, water infrastructure, utility service facilities, parks, streetscapes, pedestrian corridors, bicycle facilities, and parking facilities. The Authority also may or may cause to be installed, constructed, and reconstructed any other authorized improvements in furtherance of the Plan, which may include, without limitation, façade improvements, public access ways, public gathering areas, and other improvements. Any such construction or improvements shall be performed in accordance with the City's Comprehensive Plan, City

specifications and upon obtaining required City permits and compliance with all applicable laws.

- iii. Redevelopment Agreements – The Authority or the City is authorized to enter into one or more Redevelopment Agreements with developers, landowners, and other entities determined to be necessary or desirable to carry out the purposes of this Plan. Such Redevelopment Agreements may contain such terms and provisions as shall be deemed necessary or appropriate by the Authority and/or the City for the purpose of undertaking the activities contemplated by this Plan or the Act and may further provide for such undertakings by the Authority, including financial assistance (subject to the limitations contained herein), as may be necessary for the achievement of the objectives of this Plan or as may otherwise be authorized by the Act.
- iv. Redevelopment and Rehabilitation – Redevelopment and rehabilitation actions within the Urban Renewal Area may include such undertakings and activities as are in accordance with this Plan and the Act, including without limitation: (i) renovation and enhancement of buildings and improvements; (ii) the installation, construction, relocation and reconstruction of public and private improvements; (iii) the carrying out of plans for a program through voluntary action for the repair, alteration, and rehabilitation of buildings or other improvements in accordance with this Plan; and (iv) the taking of such other actions to eliminate unhealthy, unsanitary or unsafe conditions, eliminate obsolete or other uses detrimental to the public welfare, or otherwise remove or prevent the spread of blight or deterioration. In the absence of any Redevelopment Agreement, development, redevelopment,

and rehabilitation in furtherance of the Plan must be undertaken in accordance with, as applicable, the building and zoning regulations and other applicable ordinances of the City.

- v. Cooperation Agreements – For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the City, County, or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location, and construction of public improvements; and any other matters required to carry out this Project. It is recognized that cooperation with the City, County, and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, and timing of public and private improvements within the Area to properly and efficiently carry out the goals and objectives of this Plan.

(b) Section VI of the Plan shall be amended and replaced as follows:

a. PROJECT FINANCING –

- i. Financing Methods: The Authority is authorized to finance the Project and other activities by several methods, including, but not limited to, the following: appropriations from the City; Property Tax Increment paid pursuant to the Cooperation Agreement; interest income; federal loans or grants; or any other available source of revenue allowable under the provisions of the Act or other applicable laws. The Authority anticipates the Public Improvements anticipated under the Plan will cost approximately \$689,722. The Urban Renewal Plan contemplates that a primary method of financing this project shall be using property tax increment. The City Council will consider the authorization of financing of tax increments when

the Pueblo Urban Renewal Authority submits a plan of finance outlining the proposed amounts and purpose for which the tax increments are to be used. Upon City Council approval, the tax increment will be distributed in accordance with the tax increment financing provisions of Section 31-25-107 (9), C.R.S. which is by this reference incorporated herein as if set forth in its entirety. If there is any conflict between the Act and this Urban Renewal Plan, the provisions of the Act shall control, and the language in the Plan will be automatically deemed to conform to the statute.

In addition, subject to the City's approval under §31-25-107 (7), the Authority is authorized to issue other obligations, incur indebtedness, loans, or advances as contemplated by the Act in an amount sufficient to carry out all or any part of the Project. The principal of, interest on, and any premiums due in connection with such bonds, indebtedness, loans or advances may be paid from Property Tax Increment or any other funds, revenues, assets or properties legally available to the Authority.

- ii. Cooperation Agreements between the City and the Authority: Before the Authority enters a Redevelopment Agreement, the City and the Authority shall enter a Cooperation Agreement.
- iii. Tax Increment Financing: This Plan contemplates that the primary method of financing the Project and other activities by the Authority shall be the use of Property Tax Increment financing under the tax increment financing provisions of C.R.S. § 31-25-107(9), as amended from time to time, which is by this reference incorporated herein as if set forth in its entirety, subject to City Council approval as set forth herein. In accordance with the Act, the

Authority notified the governing bodies of each other public body whose Property Tax Revenues would be allocated under this Plan and negotiated agreements governing the types and limits of tax revenues of each taxing entity to be allocated under the Plan. The Authority has or shall enter into agreements with each taxing entity addressing, without limitation, estimated impacts of the Plan on district services associated solely with the Plan. The allocated shared tax revenues governed by each agreement shall be limited to all or any portion of the taxes levied upon taxable property by the public body within the area covered by the Plan. If there is any conflict between the Act, a Cooperation Agreement, a district agreement and this Plan, the provisions of the Act shall control. For the Urban Renewal Area, all Property Taxes levied after the effective date of the approval of the Urban Renewal Area upon the taxable property in the Urban Renewal Area each year by or for the benefit of the City shall be divided as follows:

1. In the case of a Property Tax Increment Area, that portion of the Property Tax Revenues that are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of such Area in respect of this Plan or, as to an area later added to the Area, the effective date of the modification of this Plan specifying such Area shall be paid into the funds of each such public body as are all other taxes collected by or for such public body.
2. Except as the Authority may legally provide otherwise under the Act, that portion of the Property Tax Revenues in excess of the

amounts described in paragraph above shall be allocated to, and when collected, paid into a special fund of the Authority, and may be irrevocably pledged by the Authority for the payment of the principal of, premium, if any, and interest on any bonds of, loans or advances to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Authority to finance or refinance, in whole or in part, the Project. Unless and until the Property Tax Revenue in excess of the amount as provided in paragraph I(3)(a) above, all of the Property Tax Revenues for the Urban Renewal Area shall be paid into the funds of the respective public bodies.

3. When such bonds, loans, advances, and indebtedness, if any, including interest thereon and any premiums due in connection therewith, have been paid, with respect to a tax increment but in no event later than twenty-five (25) years following the effective date such Urban Renewal Area is included in this Plan approved by City Council, the total Property Tax Revenues in such Area shall be paid into the funds of the City and the applicable public bodies, respectively. To the extent any tax increment exceeds the required amount of debt service for any such bonds, loans, advances, and indebtedness, including interest thereon and any premiums due in connection therewith, within any given year, such excess shall be refunded to the applicable public bodies, in proportion to their respective mill levy.
4. In the event there is a general reassessment of taxable property

valuations in the City, including all or part of the Urban Renewal Area, the portions of valuations for assessment o attributable thereto under this Part VI shall be proportionately adjusted in accordance with such reassessment or change.

- b. The Authority and the City may, by Cooperation Agreement or other agreement, provide for the method by which Property Tax Increment shall be allocated and paid to the Authority pursuant to the provisions of this Plan and the Act. Such agreements, and similar agreements between the Authority and other public bodies, may provide additional assistance by the City and cooperation between the Authority and the City in support of the Project as may be more fully set forth in the provisions of such Cooperation Agreement or other agreement.

(c) Section VII of the proposed Plan shall be amended and replaced as follows:

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including but not limited to § 31-25-107, C.R.S. It is explicitly understood all proposed modifications shall be submitted to the City Council for approval. Minor Modifications, those not defined as substantial under the Act, shall be reviewed and approved by the City Council through resolution. Substantial Modifications must be submitted to City Council and approved with the same formalities as this Plan. Substantial Modifications include modifications to the Plan regarding land area, land use, authorization to collect incremental tax revenue, the extent of the use of tax increment financing, the scope or nature of the urban renewal project, the scope or method of financing, design, building requirements, timing, or procedure, or substantial clarification to parts of this Plan lacking specificity with respect to the urban renewal project or any financing.

SECTION 5.

Pueblo City Schools (School District No. 60) has been permitted to participate in an

advisory capacity with respect to the inclusion in the Plan of the tax allocation provisions authorized by Section 31-25-107(9) of the Act.

SECTION 6.

The Urban Renewal Area contains vacant land, and it is not expected that any relocation of individuals and families will be required in connection with the Plan, therefore, to the extent that any relocation may be required, this activity shall substantially modify the Plan. A feasible method exists for relocating individuals and families to decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families.

SECTION 7.

The Urban Renewal Area contains vacant land, it is not expected that any relocation of business concerns will be required in connection with the Plan. To the extent that any such relocation may be required, this activity shall substantially modify the Plan. A feasible method exists for relocating such business concerns in the Urban Renewal Area or other areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

SECTION 8.

The City Council has taken reasonable efforts to provide written notice of the public hearing prescribed by § 31-25-107 (4) (c) of the Act to all property owners, residents, and owners of business concerns in the proposed Urban Renewal Area at their last known addresses at least thirty (30) days prior to the public hearing on the Plan.

SECTION 9.

§ 31-25-107 (4) (d) of the Act does not apply because no more than 120 days have passed since the commencement of the only public hearing on the Plan.

SECTION 10.

§ 31-25-107 (4) (e) of the Act does not apply because the City Council did not fail to previously approve this Plan.

SECTION 11.

The Plan conforms with the City's Comprehensive Plan, which is the general plan for the development of the City as a whole.

SECTION 12.

The Plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area described in the Plan by private enterprise.

SECTION 13.

The entire Urban Renewal Area is within the corporate limits of the City. Construction and maintenance of public improvements and provision of services in the Urban Renewal Area will be the primary responsibility of the Authority and private enterprise. Any impacts on the services or revenues of the Taxing Entities will be offset by new revenues not now being collected by the Taxing Entities and directly produced because of the Plan and subsequent redevelopment of the Urban Renewal Area and adjacent property outside of the Urban Renewal Area.

SECTION 14.

The Urban Renewal Area described in the Plan does not consist of open land within the meaning of § 31-25-107 (5) and (6) of the Act. Therefore, the findings and determinations set forth in such sections of the Act do not apply and are not required.

SECTION 15.

The Authority is not authorized to acquire property by exercising eminent domain.

SECTION 16.

The Bluffs Phase 1 Urban Renewal Plan has been duly reviewed and considered and is hereby approved as amended herein. The Authority is hereby authorized to take any and all actions pursuant to the Act to carry out the Plan.

SECTION 17.

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 18.

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

ATTESTED:

City Clerk



PIONEER
DEVELOPMENT
COMPANY

we find the way

The Bluffs Phase I Urban Renewal Plan Conditions Survey

Pueblo Urban Renewal Authority

April 9, 2023



April 9, 2023

Pueblo Urban Renewal Authority
City of Pueblo, Colorado

Dear Pueblo URA Board of Commissioners,

This Conditions Survey is intended to assist the Pueblo Urban Renewal Authority (PURA) with identifying and cataloguing conditions that are arresting sound development throughout a defined survey area. This area is named the “The Bluffs Phase I Urban Renewal Plan” (The Project).

The Project will encompass five (5) parcels and approximately 3.3 acres, including Right-of-Way (ROW). The area is characterized by vacant land clustered atop a steep bluff within City limits, overlooking the Arkansas River. Public surface infrastructure, from streets and alleyways to the trails leading down to the River, are in disrepair. The survey area is also within “Superfund Proximity” according to the EPA’s Environmental Justice Indexes website¹. The survey area scores in the highest percentile for proximity, indicating that environmental contamination is likely. In addition to these physical characteristics, the surveyed parcels are irregularly shaped and will require assemblage and right-of-way vacations to achieve new development.

The Conditions Survey evaluates this area for the presence of statutorily defined “blighted area factors” (blighting factors). These factors are defined by Colorado’s Urban Renewal Law under C.R.S. 31-25-103(2) and in general, mean conditions that impair or arrest the sound growth of a municipality. The Conditions Survey locates, identifies, and describes each statutorily defined blighting factor found to exist within the proposed plan area. Blighting factors have also been mapped to illustrate the location of these observed conditions and the parcels they impact.

Based upon field observations and analysis, this report finds that the surveyed area meets Colorado Urban Renewal Law’s statutory minimum of blighting factors required to designate the proposed The Bluffs Phase I Urban Renewal Plan as an urban renewal project eligible for urban renewal activities.

Sincerely,

Andrew Arnold, AICP
Founder | Principal
Pioneer Development Company
Durango, Colorado

CC: Jerry Pacheco and Cherish Deeg

¹ <https://ejscreen.epa.gov/mapper/>



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Executive Summary

The Bluffs Phase I Urban Renewal Plan

Conditions Survey:

The City of Pueblo's Urban Renewal Authority (PURA) is evaluating a specific area for Urban Renewal projects and activities. The subject area is centrally located within Pueblo's city limits, on the West side of the Arkansas River near West 4th Street (State Highway 96). The survey area includes 5 parcels along Pearl Street, atop a bluff overlooking the Arkansas River. These parcels encompass ~3.3 acres including public right-of-way and are zoned R-5 residential. The subject area is characterized by vacant land, steep topography, deteriorating or missing infrastructure, and irregularly shaped parcels. The survey area is proximal to the "Colorado Smelter" EPA Superfund site and may require environmental remediation. The survey area's characteristics make future development challenging and is the reason why PURA is evaluating this site for Urban Renewal treatment.

Before an area can be eligible for Urban Renewal treatment, Colorado's Urban Renewal Law requires a Conditions Survey be completed that catalogue statutorily defined "blighted area factors" (blighting factors). The Conditions Survey is one of three statutorily required reports needed to establish an Urban Renewal Plan around a specific area of a municipality.

An Urban Renewal Plan area, also known as an urban renewal project, is defined by state statute to mean "a slum area, or blighted area, or combination thereof, which the local governing body designates as appropriate for an urban renewal project" (C.R.S. 31-25-103). The process to designate an urban renewal plan is organized under Colorado Urban Renewal Law (C.R.S. 31-25-101 to 116).

For an Urban Renewal Plan to be established, a specific geographic area within the community must be found to exhibit certain conditions. These are conditions that, in general, are arresting the sound growth of a municipality. This could include conditions that impair a municipality's growth, retards housing development and accommodations, or constitutes a liability for economic or community development. Statute describes these conditions as a "menace to public health, safety, morals, and welfare" and defines these conditions as eleven separate factors in C.R.S. 31-25-103.2). These factors must be cataloged before urban renewal projects and activities can commence.

A conditions survey does not create a new Urban Renewal Plan or Urban Renewal Project. The Conditions Survey is merely a starting point for that process, one that is required before PURA can establish The Bluffs Phase I Urban Renewal Plan. The Conditions Survey's purpose is to evaluate the proposed Plan area and determine if it meets the statutorily required threshold of blighted area factors. Four (4) of these factors must be identified before an Urban Renewal Plan can be established and adopted. If all property owners and tenants consent to being included in the Urban Renewal Plan, then only 1 blighted area factor needs to be identified.

The proposed Urban Renewal Plan area was carefully surveyed using a holistic analysis. Observations were taken during a field visit that identified the presence of statutorily defined blighting factors throughout the area. These observations were supplemented with background research on the site and market characteristics. This report thoroughly reviewed both City and County planning documents, as

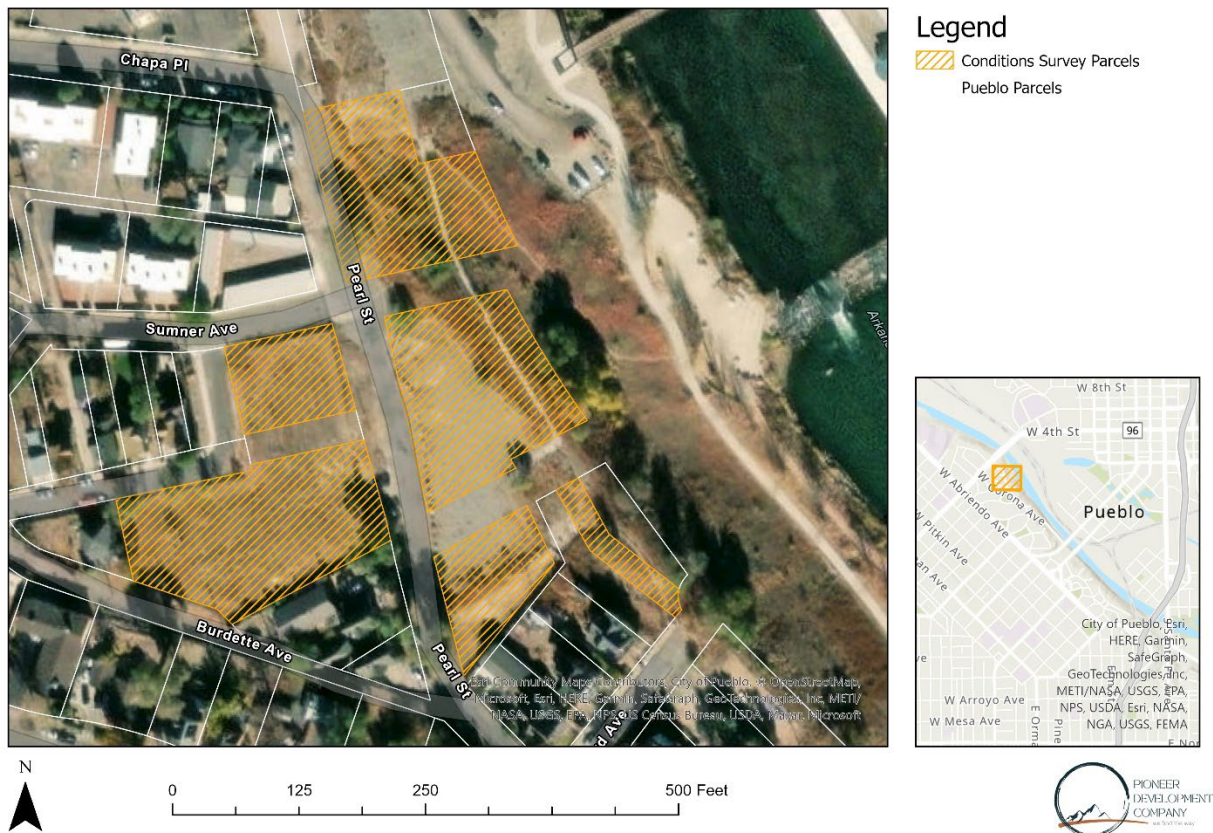
well as assessment information that could help identify blighting factors that were not easily observable during the site visit.

The Conditions Survey's conclusion is that the proposed The Bluffs Phase I Urban Renewal Plan area exhibits the necessary number of blighting factors to make it eligible as an Urban Renewal Plan according to state statute. This Conditions Survey identified seven (7) blighting factors within the area, listed in the table below:

Conditions Survey – Blighting Factors Cataloged	
Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)	Definition
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4 (d)	Unsanitary or Unsafe Conditions
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 10 (j)	Environmental Contamination of Buildings or Property
Factor 11 (k.5)	The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements

Conditions Survey Summary

The Bluffs Conditions Survey Map



Survey Area

The proposed Bluffs Phase I Urban Renewal Plan area includes 5 parcels encompassing 3.3 acres.² The area is located within the Blocks Neighborhood and currently zoned R-5 Residential. This zoning allows for higher density residential development and office space, among other uses. This survey area includes residential assessed property that is characterized by vacancy, lack of infrastructure, irregular parcel shapes, and potential environmental contamination. This survey area has been strategically drawn to include parcels may attract new investment or redevelopment. Public right-of-way that would need upgrading or would benefit from urban renewal treatment will also be considered in the Plan's final boundary.

Area Description

The proposed Urban Renewal Plan targets an area within Pueblo's city limits, situated on a bluff overlooking the Arkansas River. The survey area includes five parcels that are irregularly shaped and arranged along Pearl Street. There is a former pedestrian path connecting the bluff with the Arkansas River Path, but this has fallen into disrepair. Accessing the area by vehicle requires travelling from West

² Acreage estimate includes Public Right of Way e.g. Roads and Alleys

4th Street to either Chapa Place, or West Corona Avenue to Sumner. The area is part of the Blocks Neighborhood and is within Tax Area 60B.

Despite the area being zoned as “R-5 Residential”, there is no development on the site. Each parcel is vacant, and there are no building improvement assessments according to the Pueblo County Assessor’s database. The properties within the survey area are largely dirt or gravel, with occasional trails crisscrossing the area. Public infrastructure, especially Pearl Street, needs repair. Trash and debris was also scattered throughout the site, despite the fact that the owner pays to have it removed monthly. Debris piles are visible throughout the area.

The site is also identified within the EPA’s Environmental Justice Screening database. According to this database and mapping program, the entire survey area is “In Proximity to a Superfund” Site. The Colorado Smelter Superfund site is southeast of the Plan area. Although the superfund’s boundaries do not extend to this site, it is flagged by the EPA for potential contamination.

The Plan Area’s statistics are described in the table below:

Conditions Survey Land Use Summary		
Area Statistics		
Total Parcel Area (Acres)		2.393
Number of Parcels in Area		5
Assessment Category	Acreage	Percent
Residential	2.393	100%
Zoning	Acreage	Percent
R-5 Residential	2.393	100%
Assessed Value	Value	
Total Actual Value	\$31,024	
Total Assessed Value	\$3,850	

Current Assessment of Plan Area

The Plan area includes 5 parcels. The total equalized assessed value (taxable value) of these parcels, according to the Pueblo County Assessor’s database, is \$3,850. These values reflect land values only, there are no building improvement values associated with the property. If this proposed Plan area is adopted, its effective Base Value (for property tax increment financing) is \$3,850.

Zoning Districts and Future Land Use

The Urban Renewal Plan survey boundary includes one (1) zoning district. All parcels are labeled as Urban Neighborhoods (UN) by the Pueblo Regional Comprehensive Plan’s Future Land Use Plan. These zoning districts include:

- R-5 Residential (R-5)

This Conditions Survey utilized a holistic methodology in determining whether blighting factors exist within the proposed The Bluffs Phase I Urban Renewal Plan survey boundary. This methodology included a detailed literature review of adopted plans and reports, an analysis of County Assessor records and GIS databases, and a field visit. Field work was supplemented by GIS technology that geolocated and recorded potential blighting factors throughout the survey area. Maps were created for each blighting factor identified within the survey area, illustrating which parcels contain, or are in proximity to, statutorily defined blighting factors. These maps represent the layered information gathering approach used in this report to ensure that each blighting factor was thoroughly analyzed.

Legend

- BF2 - Defective Streets
- BF3 - Faulty Lots
- BF4 - Unsafe/Unsanitary Conditions
- BF5 - Site Deterioration
- BF6 - Topography/Infrastructure
- BF10 - Environmental Contamination
- BF11 - Vacancy/Underutilization
- Conditions Survey Parcels
- Pueblo Parcels

Map Labels: Chapa Pl, Sunner Ave, Burdette Ave, Pearl St, W 8th St, W 4th St, W Abriendo Ave, W Pitkin Ave, W Arroyo Ave, W Mesa Ave, W 1st St, W 2nd St, W 3rd St, W 4th St, W 5th St, W 6th St, W 7th St, W 8th St, W 9th St, W 10th St, W 11th St, W 12th St, W 13th St, W 14th St, W 15th St, W 16th St, W 17th St, W 18th St, W 19th St, W 20th St, W 21st St, W 22nd St, W 23rd St, W 24th St, W 25th St, W 26th St, W 27th St, W 28th St, W 29th St, W 30th St, W 31st St, W 32nd St, W 33rd St, W 34th St, W 35th St, W 36th St, W 37th St, W 38th St, W 39th St, W 40th St, W 41st St, W 42nd St, W 43rd St, W 44th St, W 45th St, W 46th St, W 47th St, W 48th St, W 49th St, W 50th St, W 51st St, W 52nd St, W 53rd St, W 54th St, W 55th St, W 56th St, W 57th St, W 58th St, W 59th St, W 60th St, W 61st St, W 62nd St, W 63rd St, W 64th St, W 65th St, W 66th St, W 67th St, W 68th St, W 69th St, W 70th St, W 71st St, W 72nd St, W 73rd St, W 74th St, W 75th St, W 76th St, W 77th St, W 78th St, W 79th St, W 80th 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Evaluation of Blighting Factors

Defining Blighting Conditions

Colorado Revised Statutes 31-25-103 states that for an Urban Renewal Plan area to be established, there must exist certain conditions known as “blighted area factors” (Blighting Factors). State statute defines eleven separate factors for blight. The law indicates that if four or more of these factors are found in an area of the municipality, that area may be declared blighted and qualify for urban renewal treatment³.

Blighted Area Factors Defined:

- a) Slum, deteriorated, or deteriorating structures
- b) Predominance of defective or inadequate street layout
- c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d) Unsanitary or unsafe conditions
- e) Deterioration of site or other improvements
- f) Unusual topography or inadequate public improvements or utilities
- g) Defective or unusual conditions of title rendering the title nonmarketable;
- h) The existence of conditions that endanger life or property by fire or other causes
- i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities
- j) Environmental contamination of buildings or property
- k) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

These eleven factors help define the “conditions” that are arresting sound development of the municipality. Per statute, these factors give “reason” to declaring an area “blighted”, provided that a specific number of factors are identified. The presence of at least four of these conditions satisfies the state statute defining an area blighted.

This Conditions Survey will unpack each blighting factor to describe various real world “conditions” that indicate the presence of said factor. The presence of a condition within the survey boundary alone is not enough to make that area eligible for urban renewal activities. Rather, it is the culmination of four or more blighting factors which indicates that renewal activities should be applied within the proposed project area.

Blighting Factor were identified based on an objective analysis and urban renewal best practices. The following sections outline the blighting factors found within the survey area. Blighting factors that were not identified are excluded from this report.

³ In addition to this list, C.R.S. 31-25-103(2) lists a twelfth condition. This final condition only applies when there is unanimous agreement among affected property owners that their properties can be included in an Urban Renewal Area. In this occurrence, only one blighting factor from the list of eleven needs to be identified to declare the area blighted.

Factor (b) – Predominance of Defective or Inadequate Street Layout

Description:

This factor refers to surface transportation conditions throughout the survey area. Surface transportation conditions may include road surface quality, the location or existence of streets and sidewalks, multi-modal improvements, traffic safety infrastructure, ingress/egress locations, and emergency access considerations. If surface transportation conditions exist that negatively impact sound development, redevelopment, or threaten safety, the survey includes this factor in its catalogue.

Examples of this factor include:

- Inadequate street widths
- Lack of streets, dead ends
- Overall faulty layouts that impede vehicular access and internal circulation
- Inadequate Traffic Safety facilities
- Streets that exhibit high degrees of traffic or accidents
- Streets that are in need of repair or reconstruction
- Poor emergency access or active transportation

Findings

The Survey identified multiple conditions that are examples of this blighting factor. The surveyed area exhibited inadequate street networks, road surfaces in need of upgrade or repairs, poor emergency access or complete lack of access, and gaps in active transportation infrastructure.

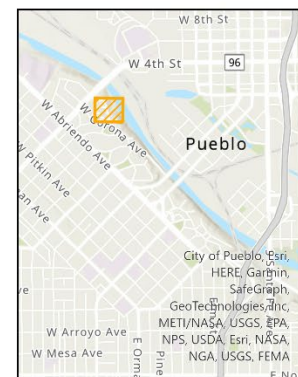
The survey area parcels are located within a residential area near West 4th Street (State Highway 96). The site is accessed by a series of residential roads, with Pearl Street as its main through-street. These roads require reconstruction, especially Pearl Street. The road surface is characterized by heaving, potholes, and alligator cracking. The edge of pavement is indistinguishable from lot lines, with gravel and dirt blending in with the deteriorating asphalt.

The street network is also inadequate for future development. Pearl Street narrows to a small alley south of the survey area. It is likely that future development would need to vacate this ROW to allow for better programming of the site. If this rear access is vacated, it will likely require additional ROW improvements along Pearl Street to the North, as well as Chapa Place and Sumner Avenue.

Although trails currently exist throughout the site, these are informal and in need of repair. The major pedestrian facility, a sidewalk which extends down from the site to the Arkansas River Trail, is missing concrete and appears deteriorated. Sidewalks also fail to extend throughout the site along public right of way, despite being in an urbanized, residential neighborhood. These active transportation improvements are likely required for any future development, especially the pedestrian trail going down to the river.

An aerial photograph of a residential area in Pearl, Mississippi. The map shows Pearl Street running vertically, intersected by Chapa Pl at the top, Sumner Ave in the middle, and Burdette Ave at the bottom. Several parcels of land are highlighted with yellow diagonal hatching. There are five green dots: one on a parcel between Chapa Pl and Sumner Ave, one on a parcel between Sumner Ave and Burdette Ave, and three on parcels along the east side of Pearl Street. A large green field is visible on the right side of the map. A small text block at the bottom right contains map data attributions.

● BF2 - Defective Streets
▨ Conditions Survey Parcels
Pueblo Parcels



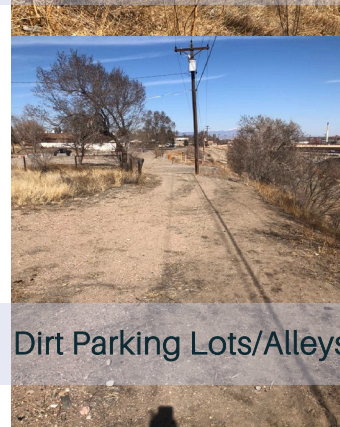
Potholes and Alligator Cracking



Unfinished Pedestrian Facilities



ROW in Disrepair



Dirt Parking Lots/Alleys

Factor (c) – Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Description:

This factor refers to shapes, layout and sizes of lots that complicate sound development and the usefulness of the property. Common conditions that indicate this factors presence in a survey area includes:

- Impractical Lot Layouts
- Narrow, Irregular, or Oddly Shaped Parcels
- Parcels Too Large or Too Small to Facilitate Development
- Lot Configurations that Yield Unproductive Conditions on the Land as Exhibited by Misuse or Nonuse
- Easements or Setbacks that Yield Unproductive Conditions on the Land as Exhibited by Misuse or Nonuse.

Findings

The parcels within the survey area exhibit this blighting factor's conditions and examples. The parcels included within this survey are all irregularly shaped and have unproductive conditions, as exhibited by their vacancy and underutilization.

The GIS parcel boundaries throughout the survey area illustrates the existence of this blighting factor. Each parcel within the survey area is irregularly shaped, especially parcel number 536320001. Interviews with the property owner reveal that the site was assembled over time, and their still exists former ROW's and alleyways that divide the lots. A Lot Consolidation, as well as the vacation of ROW, is likely required to make the area suitable for redevelopment.

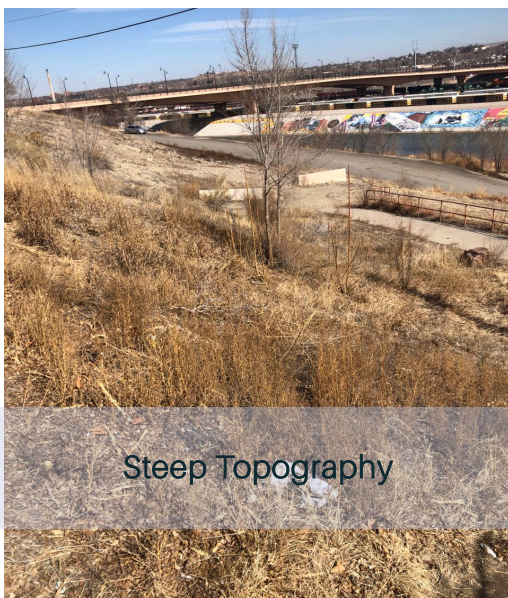
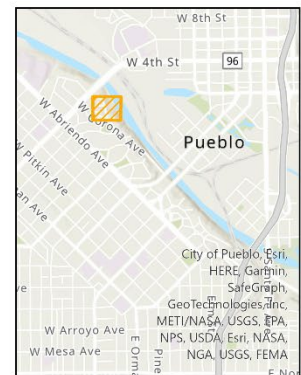
Many of the easternmost lots are also impractical due to topography. These properties extend over the bluff and down towards the Arkansas river. This area exhibits extremely steep grades unsuitable for development. It reduces the usefulness of these properties.

These impractical lot layouts and unproductive conditions as exhibited by nonuse on the land support the inclusion of this blighting factor.

[illegible]

0 125 250 500 Feet

 BF3 - Faulty Lots
 Conditions Survey Parcels
 Pueblo Parcels



Factor (d) – Unsanitary or Unsafe Conditions

Description:

This factor refers to a multitude of unsanitary, unsafe or hazardous conditions. The commonality is that these conditions contribute to hazards that could have an adverse effect on the health, safety or wellbeing of the public. This factor shares similarities to conditions one (1), five (5), eight (8), nine (9) and ten (10). Conditions that would justify the inclusion of this factor in an area may include:

- Floodplain or flood prone areas
- Poor storm water drainage areas
- Cracked or uneven sidewalks
- Hazardous materials
- Hazardous geology or soil conditions
- Dangerous traffic or pedestrian conditions
- High crime statistics
- Facilities are prone to fire dangers
- Environmental contamination
- Inadequate utility systems
- Water scarcity and lack of water and sewer infrastructure
- Evidence of vandalism or homelessness
- Steep topography
- Trash, debris and noxious weeds

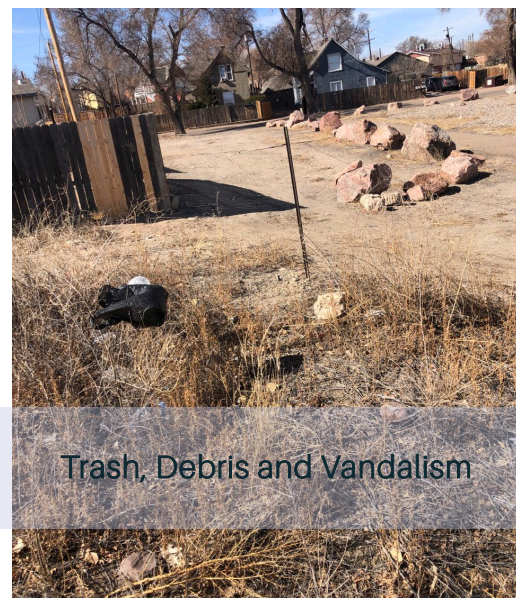
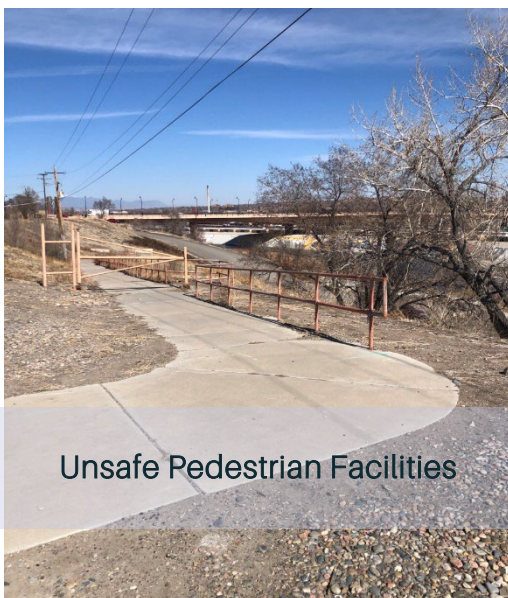
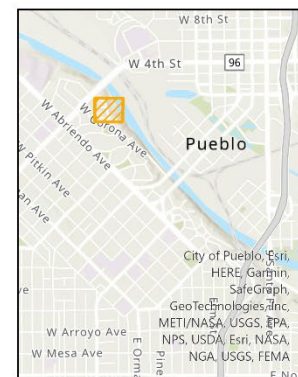
Findings

This factor includes multiple conditions identified within the survey area. The most significant condition is the potential environmental contamination of the soil, with the site being in such proximity to the Colorado Smelter, EPA Superfund Site. The EPA's Environmental Justice database indicates that the survey area is within the 95-100 percentile on many environmental contamination indexes. These indexes are enough to trigger both this blighting factor and factor 10 as outlined by statute. However, it is recommended that any future development perform a Phase 1 and Phase 2 ESA on the site to accurately determine which contaminants may need to be remediated.

In addition to the environmental contamination condition, the site exhibited other examples of this factor. Trash and debris were frequently identified around the property. Interviews with the owner indicated that vandalism and homelessness contribute to this condition. The owner explained that they pay over \$1,000 per month for trash cleanup, and yet the site continues to exhibit this condition.

There were other conditions identified within the survey area that are indicative of this factor. The gaps in pedestrian infrastructure, such as the sidewalks and the path to the river, also contribute to unsafe active transportation conditions. The topography of the site could also be considered an unsafe condition given its current, unmarked features.

 BF4 - Unsafe/Unsanitary Conditions
 Conditions Survey Parcels
 Pueblo Parcels



Factor (e) – Deterioration of Site or Other Improvements

Description:

This factor considers conditions of the site or its infrastructure. It is similar to factor two (2) and four (4), in that it focuses is on the deterioration of exterior elements, and/or the current condition of public infrastructure. A visual deterioration of exterior elements, or a decline of public infrastructure, are examples of this factor. Private land and/or structures that have fallen into disrepair or are damaged also exhibit this factor. Conditions that would justify the inclusion of this factor in an area may include:

- Poor condition of streets or sidewalks
- Signage, such as billboards, that has fallen into disrepair
- Neglected Landscaping
- Damaged or missing public utilities
- Abundance of trash, debris or noxious weeds.

Findings

This blighting factor focuses on conditions which contribute to a negative perception throughout the survey area. These conditions include trash and debris, neglected landscaping, and missing public infrastructure.

The site visit found examples of these conditions throughout the survey area. Trash and debris piles, which were identified as evidence for Blighting Factor 4, were identified on each lot within the survey area. Trash and debris are evidence for conditions underscoring this factor.

The poor condition of streets and sidewalks throughout the survey area is also evidence of this factor. The site's public right of way is in disrepair, as mentioned in Factor 2, with street and sidewalk infrastructure visibly crumbling. Active transportation facilities, such as the sidewalk path down to the River trail, were also in disrepair. The metal handrails and gate were rusted and the paint peeling. The sidewalk was also missing sections, abruptly turning into washed out gravel paths as it came down the steep bluff. Sidewalks were also missing along some of the roads throughout the survey area.

The site's vacancy was punctuated by an overall lack of landscaping. Although rocks had been placed to mark lot lines, many had been moved or thrown and created a negative perception throughout the site.

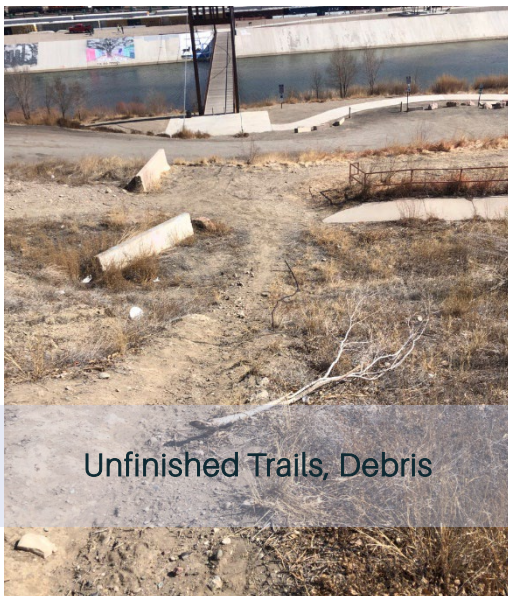
The neglected landscaping, debris and trash piles, and missing or inadequate infrastructure throughout the survey area justified its inclusion of this blighting factor.

Blighting Factor (e) - Deterioration of Site



Legend

- BF5 - Site Deterioration
- Conditions Survey Parcels
- Pueblo Parcels



Unfinished Trails, Debris



Landscape Deterioration

Factor (f) – Unusual Topography or Inadequate Public Improvements or Utilities

Description:

This factor refers to unusual topography or lack of public infrastructure that have the effect of arresting sound development in a study area. Areas that exhibit steep grades which cause development to be incompatible or unprofitable would fall under this factor. Properties that are lacking public infrastructure, or are served by deteriorating public infrastructure, would also fall under this factor. This factor shares aspects of factors two (2), four (4) and five (5). Conditions that justify the inclusion of this factor in an area may include:

- Steep slopes or unusual terrain
- Overhead utilities in need of repair
- Deteriorating parking lots, street surfaces, sidewalks
- Poor storm water drainage facilities
- Lack of central sewer or water
- Lack of internal street network
- Broken or inadequate street lighting

Findings

Blighting factors two (2), four (4) and five (5) identified conditions that also underscore the presence of blighting factor six (6) within the survey area. Inadequate public improvements or infrastructure, such as the missing road networks and sidewalks identified in factor two (2), and the unsafe pedestrian trail to the river identified in factor four (4) and five (5), also serve as examples of blighting factor six (6).

However, the main reason for including Factor 6 in this survey is the site's topography. The name of the proposed Plan area, "The Bluffs" highlights the properties main feature. The site sits atop a bluff overlooking the Arkansas River. Although the view is spectacular, the topography creates redevelopment challenges. Future development would need to contend with these steep grades and may be required to improve soil conditions and engineer retaining walls. This topography represents another condition exemplifying this factor.

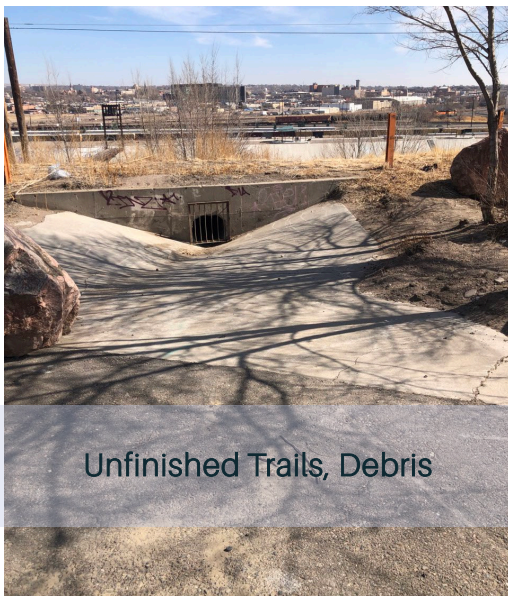
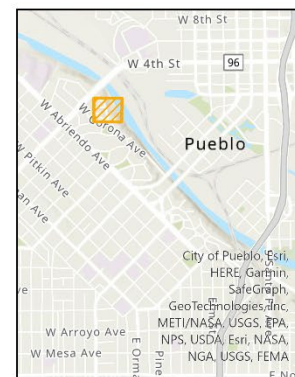
Although the site exhibited some stormwater facilities, these appeared to be inadequate for any future development needs. New stormwater infrastructure will be necessary to active the site for future development.

Blighting Factor (f) - Topography/Infrastructure



Legend

- BF6 - Topography/Infrastructure
- ▨ Conditions Survey Parcels
- ▨ Pueblo Parcels



Unfinished Trails, Debris



Steep Topography

Factor (j) – Environmental Contamination of Buildings or Property

Description:

This factor refers specifically to the environmental contamination of buildings or property. In this regard, it shares many similarities with factors four (4) and eight (8). Conditions that would justify the inclusion of this factor in an area may include:

- The presence of hazardous materials in buildings or property.

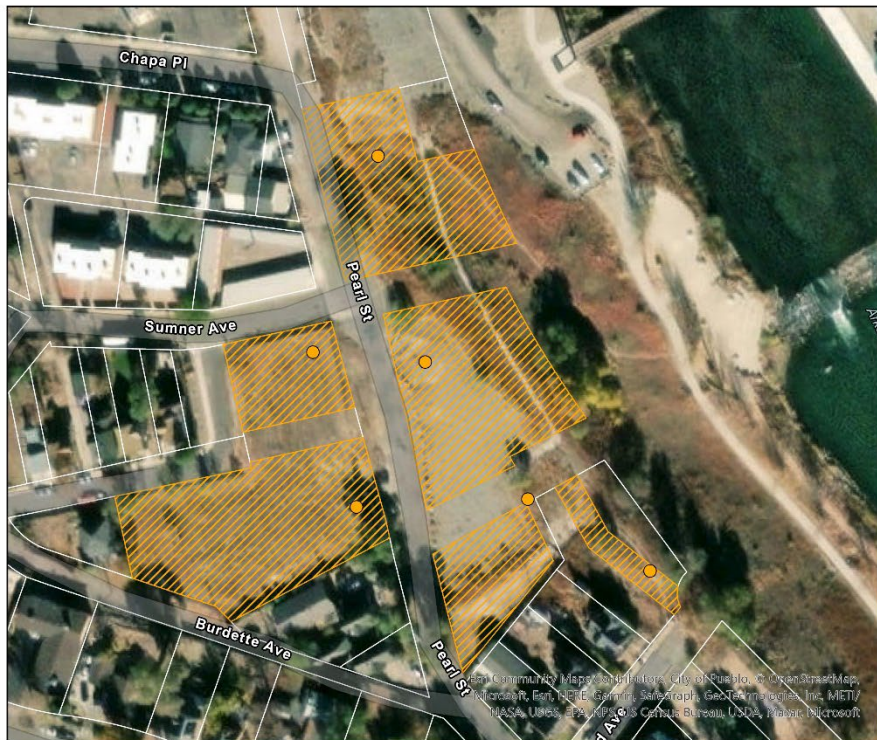
Findings

In 2014, the EPA designated the “Colorado Smelter Superfund Site”. This site includes the former steel smelter and slag pile, as well as a significant portion of the surrounding neighborhoods. The former smelter’s operations left high levels of arsenic and lead in the soils at the site and in the surrounding properties. The soil contamination at the site of the former smelter and slag pile are designated as Operable Unit 2 (OU 2) by the EPA and the contaminated soils surrounding this site are designated as Operable Unit 1 (OU 1).

The EPA’s Environmental Screening database has flagged this survey area due to its proximity to these operable units and their soil contamination levels. The fact that the EPA has flagged this survey area indicates that there is a high propensity for environmental contamination, namely soil contamination. A screenshot from the EPA’s website has been provided on the following page to illustrate its location.

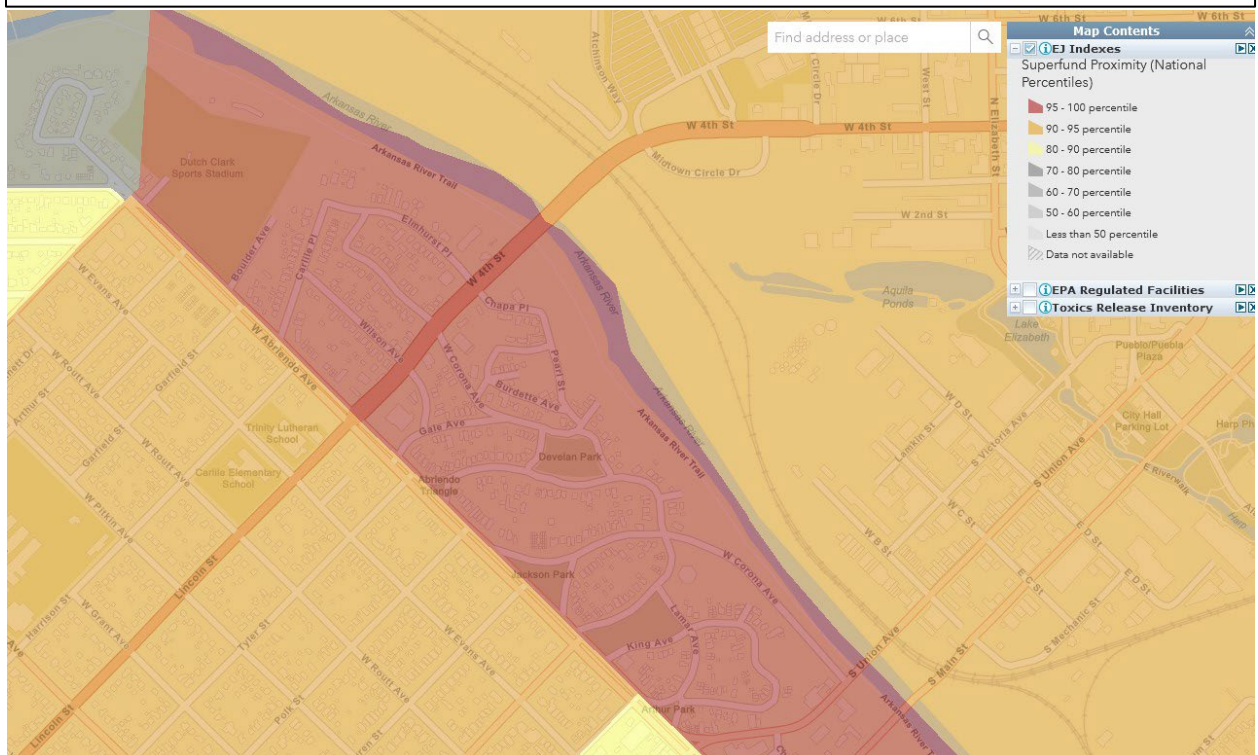
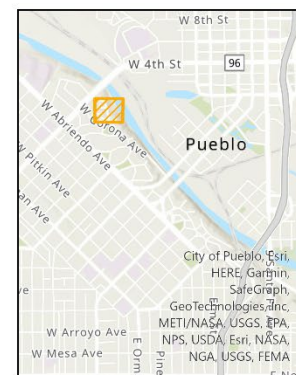
Pueblo’s industrial past has created environmental challenges for redevelopment. This report finds enough evidence on site to include environmental contamination as a blighting factor. However, this report recommends that any future development conduct a Phase 1 and Phase 2 ESA to accurately determine which contaminants are present and what remediation efforts to undertake.

Blighting Factor (j) - Environmental Contamination



Legend

- BF10 - Environmental Contamination
- Conditions Survey Parcels
- Pueblo Parcels



Factor (k.5) – The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Description:

This factor references a broad category of health, safety and welfare factors. The common conditions for this factor to be present are instances where high levels of municipal service are required, substantial physical underutilization of property is exhibited, or high levels of vacancy are common. Vacancy can include land, buildings, or tenancy. This factor shares similarities with many of the factors on this list. Conditions that would justify the inclusion of this factor in an area include:

- Numerous vacant buildings or property throughout the area
- Evidence of underutilized buildings
- Underutilized or vacant sites
- Broken or inadequate street lighting

Findings

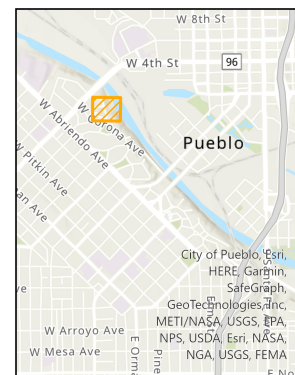
The survey area is characterized by vacant and underutilized parcels. All properties in the survey area lack building improvements. Despite being situated within a residential neighborhood, public infrastructure is lacking or altogether absent. The site's views and proximity to the river and downtown indicate a high redevelopment potential. However, the site remains vacant. Worse, trash, vandalism, and deterioration are evident and abundant. The clash between market forces and the reality that this area is completely vacant highlights conditions exhibited by this factor. The survey area is a prime example of underutilization.

Blighting Factor (k.5) - Underutilization/Vacancy



Legend

- BF11 - Vacancy/Underutilization
- ▨ Conditions Survey Parcels
- ▭ Pueblo Parcels



Underutilized Property Near Downtown Pueblo



Vacant Lots within Neighborhood

Conclusion

This Conditions Survey catalogs the presence of statutorily defined blighting factors within the proposed The Bluffs Phase I Urban Renewal Plan area. This report was designed to assist the Pueblo Urban Renewal Authority (PURA) in determining whether this area is 1) eligible for urban renewal projects and activities, and 2) that the proposed boundary is drawn as narrowly as possible.

This Conditions Survey identified seven (7) blighted area factors as defined by Colorado's Urban Renewal Law, within the survey boundaries of the proposed plan area. The presence of seven blighting factors meets the requirements outlined in C.R.S. 31-25-103(2), in which at least four blighting factors must be present for that area to be declared "blighted" and therefore eligible to be designated as an Urban Renewal Plan area.

The proposed boundary also meets the statutory recommendation of "being drawn as narrowly as possible". The seven blighting factors were not clustered in one vicinity, but rather, spread across the entirety of the survey boundary.

This Conditions Survey finds that the proposed Urban Renewal Plan area can be declared a "blighted area" as defined by Colorado's Urban Renewal Law and therefore qualifies for urban renewal treatment.



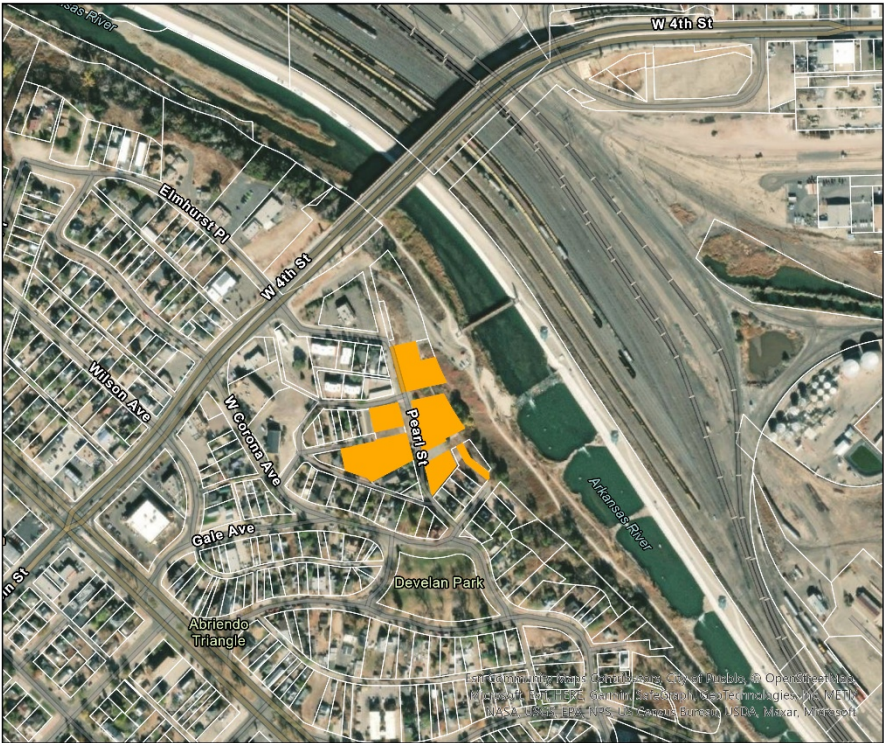
The Bluffs Phase 1 Urban Renewal Plan

April 26th, 2023

Prepared by:

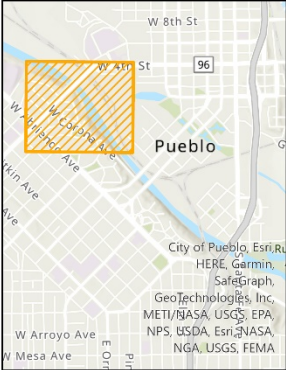
Pueblo Urban Renewal Authority (PURA)
Pioneer Development Company

The Bluffs Urban Renewal Plan



Legend

- The Bluffs Urban Renewal Plan Parcels
- Pueblo Parcels



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DEFINITIONS

The terms used in this Urban Renewal Plan shall have the following meanings:

Act means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes.

Area or **Urban Renewal Area** means the area of the City included within the boundaries of this Urban Renewal Plan as depicted in Exhibit A and described in Exhibit B.

Authority means the Urban Renewal Authority of Pueblo, Colorado.

City means the City of Pueblo, Colorado.

City Planning means the Department of Planning & Community Development of the City of Pueblo, Colorado.

City Consolidated Plan means the City of Pueblo 2020-2024 Consolidated Plan, approved June 14, 2021, by Ordinance No. 9951.

Comprehensive Plan means the Pueblo Regional Comprehensive Plan adopted in 2022.

County means Pueblo County, Colorado.

Neighborhood Plan means the Westside Neighborhood Plan adopted in 2004.

Plan or **Urban Renewal Plan** means this urban renewal plan as it may be amended in the future.

Project or **Urban Renewal Project** means all activities and undertakings described in this Plan.

I. INTRODUCTION

The purpose of this Plan is to implement those provisions of the Comprehensive Plan and the City Strategic Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help provide important services to the Area, eliminate and prevent conditions of blight, attract private investment, utilize underdeveloped land, and leverage public investment and funding mechanisms to promote redevelopment and rehabilitation of the area by private enterprise, and, where necessary, provide necessary public infrastructure to serve the Area.

This Urban Renewal Plan has been proposed for consideration by the City Council of the City pursuant to the provisions of the Act. The administration of the Project and the implementation of the Plan shall be the responsibility of the Authority.

II. URBAN RENEWAL AREA BOUNDARY

An urban renewal plan area has been created that includes properties that are within the City of Pueblo's municipal limits. The Area, titled "Bluffs Phase 1" includes 5 parcels along Pearl Street, atop a bluff overlooking the Arkansas River. These parcels encompass ~3.3 acres including public right-of-way and are zoned R-5 residential. The subject area is characterized by vacant land, steep topography, deteriorating or missing infrastructure, and irregularly shaped parcels. The survey area is proximal to the "Colorado Smelter" EPA Superfund site and may require environmental remediation. The Area's characteristics make future development challenging and is the reason why PURA is evaluating this site for Urban Renewal treatment.

III. SUMMARY OF STATUTORY CRITERIA

On April 9th, 2023, a conditions survey report was delivered to the Pueblo Urban Renewal Authority and its Board of Commissioners that summarized a blight study of the area described as The Bluffs Phase 1 Urban Renewal Plan. Relevant conditions were researched, documented, photographed, and compared with the blight factors pursuant to the Act. The result of the survey is included in a document entitled "The Bluffs Phase 1 Urban Renewal Plan Conditions Survey" (the Conditions Survey) dated April 9th, 2023, consisting of 25 pages, related exhibits, a description of existing conditions, and numerous photographs. The Conditions Survey is incorporated herein in its entirety by this reference.

The Conditions Survey shows that the following factors listed in the Act are present in the Area and that these conditions qualify the Area as a "blighted area" as defined in the Act:

Conditions Survey – Blighting Factors Cataloged

Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)	Definition
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4 (d)	Unsanitary or Unsafe Conditions
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 10 (j)	Environmental Contamination of Buildings or Property
Factor 11 (k.5)	The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements

IV. DESCRIPTION OF URBAN RENEWAL PROJECT

This Plan will be implemented as part of a comprehensive program to eliminate and prevent blight in the Urban Renewal Area. The Authority and the City, with the cooperation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey while supporting Pueblo's Regional Comprehensive Plan, the City's Consolidated Plan, and the Pueblo community's remediation and redevelopment goals. Although there are other adopted Plan's both locally and regionally not listed, the Goals and Policies of these plans are assumed to be subsumed under the Comprehensive Plan.

A. Urban Renewal Plan Goals and the Plan's Relationship to Local and Regional Objectives

Goals of the Plan

1. **Goals of the Plan** – This Plan has been adopted to achieve the following goals in the Area:
 - a) To encourage renewal throughout the Area by attracting additional investment and redevelopment within the Project.
 - b) To alleviate blighting conditions within the Area's Boundary
 - c) To leverage Tax Increment Financing to assist with the funding of Infrastructure and Facilities that will help advance the remediation and revitalization goals of the Area.
 - d) To incentivize and invest in catalytic developments to remediate blighting conditions and spur additional community minded development throughout the Area.
 - e) To encourage redevelopment within the Area that aligns with the City of Pueblo's future land use designations and zoning districts.
 - f) To leverage Tax Increment Financing to help attract new commercial and residential investments within the Area.
 - g) To improve the streetscapes to promote on-street bike and pedestrian travel while also enhancing lighting, sidewalks, pedestrian safety, parking, signage, landscaping, bike racks and bus shelters.
 - h) To improve pedestrian and trail connections to from the Area to the Arkansas River.
 - i) To invest in cultural and community spaces throughout the Area.

2. Relationship to Comprehensive Plan

The Plan conforms with and is designed to help implement the Visions, Goals, Policies and Guiding Principles detailed in the Comprehensive Plan, revised and adopted September 2022:

- a) The Plan will support Goal 1.1 to “Expand Housing options to meet the needs of existing and future residents of all ages, abilities, and income levels”. The Plan will help to target new residential development within its boundaries. The Plan will help to support higher-density, residential development in an underutilized and challenging development area.

The Plan will support Goal 7.2 to “Expand transportation connections to, from and within the region”. The Plan will help improve public right of way, sidewalks, and even trail connections to the Arkansas River.

B. Land Use Regulations and Building Requirements

The Plan will provide a comprehensive and unified plan to promote and encourage high quality development and redevelopment of the Urban Renewal Area by cooperative efforts of private enterprise and public bodies. Notwithstanding anything in the Plan to the contrary, the development and use of the property within the Urban Renewal Area described in the Plan including, without limitation, land area, land use, design building requirements, timing or procedures applicable to the property, shall be subject to the Pueblo Municipal Code, Pueblo County Land Use Code and secondary codes therein adopted by reference, and other applicable standards and regulations of the City of Pueblo ("City Regulations") and Pueblo County ("County Regulations"). Permitted uses for properties in the Urban Renewal Area shall be those uses allowed in the City of Pueblo Land Use Code for annexed parcels.

V. PROJECT ACTIVITIES

The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so.

A. Public Participation

The Authority is committed to public participation in pursuit of the objectives of this Urban Renewal Plan through discussion with the appropriately registered neighborhood organizations and will invite public comment on the Project at multiple public meetings with members of appropriately registered neighborhood organizations in attendance. Pursuant to policies adopted by the Authority and to the extent provided in Colorado Open Records Act, Colo. Rev. Stat. Title 24, Article 72, Part 2, as the same may be amended from time to time, the Project's plans and proposals will be made available to the public.

B. Public Improvements

The Authority may undertake certain actions to eliminate blight and make the Urban Renewal Area and its environs more attractive for private investment. The Authority may or may cause to be installed, constructed, and reconstructed public improvements in furtherance of the Plan, which may include, without limitation, streets, sidewalks, alleys, utility infrastructure, sanitary sewer, water infrastructure, utility service facilities, parks, streetscapes, pedestrian corridors, bicycle facilities, and parking facilities. The Authority also may or may cause to be installed, constructed, and reconstructed any other authorized improvements in furtherance of the Plan, which may include, without limitation, façade improvements, public access ways, public gathering areas, and other improvements. Any such construction or improvements shall be performed in accordance with the City's Comprehensive Plan, City specifications and upon obtaining required City permits and compliance with all applicable laws.

C. Redevelopment Agreements

The Authority or the City is authorized to enter into one or more Redevelopment Agreements with developers, landowners, and other entities determined to be necessary or desirable to carry out the purposes of this Plan. Such Redevelopment Agreements may contain such terms and provisions as shall be deemed necessary or appropriate by the Authority and/or the City for the purpose of undertaking the activities contemplated by this Plan or the Act and may further provide for such undertakings by the Authority, including financial assistance (subject to the limitations contained herein), as may be necessary for the achievement of the objectives of this Plan or as may otherwise be authorized by the Act.

D. Redevelopment and Rehabilitation

Redevelopment and rehabilitation actions within the Urban Renewal Area may include such undertakings and activities as are in accordance with this Plan and the Act, including without limitation: (i) renovation and enhancement of buildings and improvements; (ii) the installation, construction, relocation and reconstruction of public and private improvements; (iii) the carrying out of plans for a program through voluntary action for the repair, alteration, and rehabilitation of buildings or other improvements in accordance with this Plan; and (iv) the taking of such other actions to eliminate unhealthy, unsanitary or unsafe conditions, eliminate obsolete or other uses detrimental to the public welfare, or otherwise remove or prevent the spread of blight or deterioration. In the absence of any Redevelopment Agreement, development, redevelopment, and rehabilitation in furtherance of the Plan must be undertaken in accordance with, as applicable, the building and zoning regulations and other applicable ordinances of the City.

E. Cooperation Agreements

For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the City, County, or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location, and construction of public improvements; and any other matters required to carry out this Project. It is recognized that cooperation with the City, County, and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, and timing of public and private improvements within the Area to properly and efficiently carry out the goals and objectives of this Plan.

VI. PROJECT FINANCING

A. Financing Methods

The Authority is authorized to finance the Project and other activities by several methods, including, but not limited to, the following: appropriations from the City; Property Tax Increment paid pursuant to the Cooperation Agreement; interest income; federal loans or grants; or any other available source of revenue allowable under the provisions of the Act or other applicable laws. The Authority anticipates the Public Improvements anticipated under the Plan will cost approximately \$689,722. The Urban Renewal Plan contemplates that a primary method of financing this project shall be using property tax increment. The City Council will consider the authorization of financing of tax increments when the Pueblo Urban Renewal Authority submits a plan of finance outlining the proposed amounts and purpose for which the tax increments are to be used. Upon City Council approval, the tax increment will be distributed in accordance with the tax increment financing provisions of Section 31-25-107 (9), C.R.S. which is by this reference incorporated herein as if set forth in its entirety. If there is any conflict between the Act

and this Urban Renewal Plan, the provisions of the Act shall control, and the language in the Plan will be automatically deemed to conform to the statute.

In addition, subject to the City's approval under §31-25-107 (7), the Authority is authorized to issue other obligations, incur indebtedness, loans, or advances as contemplated by the Act in an amount sufficient to carry out all or any part of the Project. The principal of, interest on, and any premiums due in connection with such bonds, indebtedness, loans or advances may be paid from Property Tax Increment or any other funds, revenues, assets or properties legally available to the Authority.

B. Cooperation Agreements between the City and the Authority

Before the Authority enters a Redevelopment Agreement, the City and the Authority shall enter a Cooperation Agreement.

C. Tax Increment Financing

This Plan contemplates that the primary method of financing the Project and other activities by the Authority shall be the use of Property Tax Increment financing under the tax increment financing provisions of C.R.S. § 31-25-107(9), as amended from time to time, which is by this reference incorporated herein as if set forth in its entirety, subject to City Council approval as set forth herein. In accordance with the Act, the Authority notified the governing bodies of each other public body whose Property Tax Revenues would be allocated under this Plan and negotiated agreements governing the types and limits of tax revenues of each taxing entity to be allocated under the Plan. The Authority has or shall enter into agreements with each taxing entity addressing, without limitation, estimated impacts of the Plan on district services associated solely with the Plan. The allocated shared tax revenues governed by each agreement shall be limited to all or any portion of the taxes levied upon taxable property by the public body within the area covered by the Plan. If there is any conflict between the Act, a Cooperation Agreement, a district agreement and this Plan, the provisions of the Act shall control. For the Urban Renewal Area, all Property Taxes levied after the effective date of the approval of the Urban Renewal Area upon the taxable property in the Urban Renewal Area each year by or for the benefit of the City shall be divided as follows:

- a. In the case of a Property Tax Increment Area, that portion of the Property Tax Revenues that are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of such Area in respect of this Plan or, as to an area later added to the Area, the effective date of the modification of this Plan specifying such Area shall be paid into the funds of each such public body as are all other taxes collected by or for such public body.
- b. Except as the Authority may legally provide otherwise under the Act, that portion of the Property Tax Revenues in excess of the amounts described in paragraph

above shall be allocated to, and when collected, paid into a special fund of the Authority, and may be irrevocably pledged by the Authority for the payment of the principal of, premium, if any, and interest on any bonds of, loans or advances to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Authority to finance or refinance, in whole or in part, the Project. Unless and until the Property Tax Revenue in excess of the amount as provided in paragraph I(3)(a) above, all of the Property Tax Revenues for the Urban Renewal Area shall be paid into the funds of the respective public bodies.

- c. When such bonds, loans, advances, and indebtedness, if any, including interest thereon and any premiums due in connection therewith, have been paid, with respect to a tax increment but in no event later than twenty-five (25) years following the effective date such Urban Renewal Area is included in this Plan approved by City Council, the total Property Tax Revenues in such Area shall be paid into the funds of the City and the applicable public bodies, respectively. To the extent any tax increment exceeds the required amount of debt service for any such bonds, loans, advances, and indebtedness, including interest thereon and any premiums due in connection therewith, within any given year, such excess shall be refunded to the applicable public bodies, in proportion to their respective mill levy.
- d. In the event there is a general reassessment of taxable property valuations in the City, including all or part of the Urban Renewal Area, the portions of valuations for assessment attributable thereto under this Part VI shall be proportionately adjusted in accordance with such reassessment or change.

The Authority and the City may, by Cooperation Agreement or other agreement, provide for the method by which Property Tax Increment shall be allocated and paid to the Authority pursuant to the provisions of this Plan and the Act. Such agreements, and similar agreements between the Authority and other public bodies, may provide additional assistance by the City and cooperation between the Authority and the City in support of the Project as may be more fully set forth in the provisions of such Cooperation Agreement or other agreement.

VII. CHANGES IN APPROVED PLAN

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including but not limited to § 31-25-107, C.R.S. It is explicitly understood all proposed modifications shall be submitted to the City Council for approval. Minor Modifications, those not defined as substantial under the Act, shall be reviewed and approved by the City Council through resolution. Substantial Modifications must be submitted to City Council and approved with the same formalities as this Plan. Substantial Modifications include modifications to the Plan regarding land area, land use, authorization to collect incremental tax revenue, the extent of the use of tax increment financing, the scope or nature of the urban renewal project, the scope or

method of financing, design, building requirements, timing, or procedure, or substantial clarification to parts of this Plan lacking specificity with respect to the urban renewal project or any financing.

VIII. MINOR VARIATIONS

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

EXHIBIT A

THE BLUFFS PROJECT AREA



Legend

-  The Bluffs Project Area
-  Parcels



EXHIBIT B

LEGAL DESCRIPTION

(FROM ALTA COMMITMENT STEWART TITLE COMPANY DBA UNIFIED TITLE-FILE NO. 1741255, DATED JUNE 6, 2022) LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 24, BLOCK 4, DELAVAN PLACE SUBDIVISION, EXCEPT THE SOUTH 13 FEET OF LOT 14 AND THE NORTH 17 FEET OF LOT 15, BLOCK 4, DELAVAN PLACE SUBDIVISION, AS DESCRIBED IN WARRANTY DEED RECORDED MARCH 7, 2003 UNDER RECEPTION NO. 1489007, TOGETHER WITH THE VACATED ALLEY IN BLOCK 4 ADJACENT TO SUBJECT LAND AND THE NORTHERN HALF OF BURDETTE AVENUE AS SHOWN IN ORDINANCE NO. 1512 RECORDED MARCH 5, 1949 IN BOOK 1090 AT PAGE 101, RECEPTION NO. 835282 COUNTY OF PUEBLO, STATE OF COLORADO

(FROM ALTA COMMITMENT STEWART TITLE COMPANY DBA UNIFIED TITLE-FILE NO. 1717205, DATED APRIL 22, 2022) THE SOUTH 13 FEET OF LOT 14 AND THE NORTH 17 FEET OF LOT 15, BLOCK 4, DELAVAN PLACE COUNTY OF PUEBLO, STATE OF COLORADO

(FROM ALTA COMMITMENT STEWART TITLE COMPANY DBA UNIFIED TITLE -FILE NO. 1717143, DATED MAY 24, 2022) PARCEL A: (FILE NO. 1717143) LOTS 1 TO 7, INCLUSIVE, BLOCK 5 DELAVAN PLACE, COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL B: (FILE NO. 1717143) LOT 6, BLOCK 6, DELAVAN PLACE, COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL C: (FILE NO. 1717143) LOTS 15, 16 AND 17, EXCEPTING THAT PORTION CONVEYED TO THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY, A DELAWARE CORPORATION BY DEED RECORDED NOVEMBER 21, 1921 IN BOOK 529 AT PAGE 92, AND LOTS 18 TO 21, INCLUSIVE, BLOCK 2, DELAVAN PLACE, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL D: (FILE NO. 1717143) LOTS 1 TO 4, INCLUSIVE, BLOCK 6 DELAVAN PLACE, COUNTY OF PUEBLO, STATE OF COLORADO



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance
Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE LEVYING AND CERTIFYING THE CITY OF PUEBLO
PROPERTY TAX MILL LEVY MADE IN 2023 FOR THE 2024 BUDGET
YEAR

SUMMARY:

The attached Ordinance sets the mill levy for the property tax to be assessed and collected for use in the 2024 budget.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

For the purpose of meeting the general operating expenses of the City of Pueblo during the 2024 Fiscal Year this Ordinance will impose a mill levy upon real property located within the City of Pueblo.

FINANCIAL IMPLICATIONS:

The levy is set at 15.633 mills, which is the same as 2023. It is estimated to generate \$21,046,922 in property tax, this amount is net of estimated uncollectible taxes. The assessed value, as provided by the Pueblo County Assessor, is \$1,365,503,868.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10589

AN ORDINANCE LEVYING AND CERTIFYING THE CITY OF
PUEBLO PROPERTY TAX MILL LEVY MADE IN 2023 FOR THE
2024 BUDGET YEAR

WHEREAS, the City of Pueblo's budget for fiscal year 2024 has been prepared and approved, and

WHEREAS, the 2023 net assessed valuation of all taxable property in the City of Pueblo as certified by the Pueblo County Assessor is \$1,365,503,868, and

WHEREAS, the property tax revenue for the fiscal year 2024 is estimated to be \$21,046,922; NOW, THEREFORE,

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

SECTION 1.

For the purpose of meeting the general operating expenses of the City of Pueblo during the 2024 Fiscal Year, there is hereby made, set and levied a tax of 15.633 mills upon each dollar of the total assessed valuation of all taxable property located within the City of Pueblo on the assessment date.

SECTION 2.

The City Council of the City of Pueblo does hereby certify to the County Commissioners of Pueblo County, Colorado the following mill levy imposed by this Ordinance upon each dollar of the total valuation for assessment of all taxable property located within the City of Pueblo on the assessment date:

Gross Mill Levy	15.633 mills
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SECTION 3.

The City Clerk is hereby directed to deliver a certified copy of this Ordinance, together with a Certificate of Tax Levies, form DLG 70, properly completed by the Director of Finance, to the County of Commissioners of Pueblo County, Colorado, and the Division of Local Government immediately after passage of this Ordinance.

SECTION 4.

All increases to the City of Pueblo's net fund balance shall constitute and be considered "reserve increases" and therefore a part of the City of Pueblo's 2024 fiscal year spending. All 2024 year-end balances shall constitute and be considered "reserves" and all subsequent expenditures and transfers from such reserves shall be excluded from the City of Pueblo's fiscal year spending within the meaning of Article X, Section 20 (2)(e) of the Colorado Constitution.

SECTION 5.

The officers and the 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 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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023.

☐ Disapproved on _____ based on the following objections:



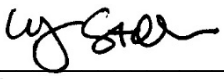
Mayor

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: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance
Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE LEVYING AND CERTIFYING THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2023 FOR THE 2024 BUDGET YEAR

SUMMARY:

The attached Ordinance sets the mill levy for the property tax within the Bandera Boulevard Special Improvement Maintenance District to be assessed and collected for use in the 2024 budget.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City Council as the governing body of the Bandera Boulevard Special Improvement Maintenance District, for the purpose of meeting maintenance and reserve expenses of the District, through this Ordinance sets and levies a tax of 5.000 mills upon taxable real property located within the Bandera Boulevard Special Improvement Maintenance District.

FINANCIAL IMPLICATIONS:

By approval of the voters within the District, the levy is fixed at 5.000 mills. The mill levy of 5.000 mills is estimated to generate \$50,266 in property taxes on an assessed valuation of \$10,053,161.

BOARD/COMMISSION RECOMMENDATION:

Approval of this Ordinance.

STAKEHOLDER PROCESS:

The Bandera Boulevard Special Improvement Maintenance District Advisory Committee met in October of 2023 to discuss the 2024 operations and budget of the District. The Advisory Committee recommended the mill levy remain at 5.000 mills with no temporary credit for 2023 to be collected in 2024.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10590

AN ORDINANCE LEVYING AND CERTIFYING THE BANDERA
BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE
DISTRICT PROPERTY TAX MILL LEVY MADE IN 2023 FOR
THE 2024 BUDGET YEAR

WHEREAS, the Bandera Boulevard Special Improvement Maintenance District's budget for fiscal year 2024 has been prepared and approved, and

WHEREAS, the 2023 net assessed valuation of all taxable property in the Bandera Boulevard Special Improvements Maintenance District as certified by the Pueblo County Assessor is \$10,053,161 and

WHEREAS, the tax revenue for the fiscal year 2024 is estimated to be \$50,266; NOW, THEREFORE,

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

SECTION 1.

The City Council as the governing body of the Bandera Boulevard Special Improvement Maintenance District, for the purpose of meeting maintenance expenses of the District, does hereby make, set and levy a tax of 5.000 mills upon each dollar of the total assessed valuation of all taxable real property located within the Bandera Boulevard Special Improvement Maintenance District on the assessment date to meet the cost of maintenance and reserve requirements for fiscal year 2024.

SECTION 2.

The City Council of the City of Pueblo does hereby fix and certify to the County Commissioners of Pueblo County, Colorado the following mill levy imposed by this Ordinance upon each dollar of the total valuation for assessment of all taxable real property located within the Bandera Boulevard Special Improvement Maintenance District on the assessment date:

Gross Mill Levy

5.000 mills

SECTION 3.

The City Clerk is hereby directed to deliver a certified copy of this Ordinance, together with a Certificate of Tax Levies, from DLG 70, properly completed by the Director of Finance, to the County Commissioners of Pueblo County, Colorado, and the Division of Local Government immediately after passage of this Ordinance.

SECTION 4.

All increases to the District's net fund balance shall constitute and be considered "reserve increases" and therefore a part of the District's 2024 fiscal year spending. All 2024 year-end balance shall constitute and be considered "reserves" and all subsequent

expenditures and transfers from such reserves shall be excluded from the District's fiscal year spending within the meaning of Article X, Section 20 (20)(e) of the Colorado Constitution.

SECTION 5.

The officers and the 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 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 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: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance
Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE LEVYING AND CERTIFYING THE SOUTHPOINTE
SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX
MILL LEVY MADE IN 2023 FOR THE 2024 BUDGET YEAR

SUMMARY:

The attached Ordinance sets the mill levy for property tax within the SouthPointe Special Improvement Maintenance District to be assessed and collected for use in the 2024 budget.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City Council as the governing body of the SouthPointe Special Improvement Maintenance District, for the purpose of meeting maintenance expenses of the District, through this Ordinance sets and levies a tax of 5.000 mills upon taxable real property located within the SouthPointe Special Improvement Maintenance District.

FINANCIAL IMPLICATIONS:

By approval of the voters within the District, the levy is fixed at 5.000 mills. It is estimated to generate \$41,408 in property taxes on an assessed valuation of \$8,281,511.

BOARD/COMMISSION RECOMMENDATION:

Approval of this Ordinance.

STAKEHOLDER PROCESS:

The Southpointe Special Improvement Maintenance District Advisory Committee met in October of 2023 to discuss the 2024 operations and budget of the District. The Advisory Committee recommended the mill levy remain at 5.000 mills for 2023 to be collected in 2024.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10591

AN ORDINANCE LEVYING AND CERTIFYING THE
SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE
DISTRICT PROPERTY TAX MILL LEVY MADE IN 2023 FOR
THE 2024 BUDGET YEAR

WHEREAS, the SouthPointe Special Improvement Maintenance District's budget for fiscal year 2024 has been prepared and approved, and

WHEREAS, the 2023 net assessed valuation of all taxable property in the SouthPointe Special Improvement Maintenance District as certified by the Pueblo County Assessor is \$8,281,511, and

WHEREAS, the property tax revenue for the fiscal year 2024 is estimated to be \$41,408;
NOW, THEREFORE,

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

SECTION 1.

The City Council as the governing body of the SouthPointe Special Improvement Maintenance District, for the purpose of meeting maintenance expenses of the District, does hereby make, set and levy a tax of 5.000 mills upon each dollar of the total assessed valuation of all taxable real property located within the SouthPointe Special Improvement Maintenance District on the assessment date.

SECTION 2.

The City Council of the City of Pueblo does hereby fix and certify to the County Commissioners of Pueblo County, Colorado the following mill levy imposed by this Ordinance upon each dollar of the total valuation for assessment of all taxable real property located within the SouthPointe Special Improvement Maintenance District on the assessment date:

Gross Mill Levy	5.000 mills
-----------------	-------------

SECTION 3.

The City Clerk is hereby directed to deliver a certified copy of this Ordinance, together with a Certificate of Tax Levies, form DLG 70, properly completed by the Director of Finance, to the County Commissioners of Pueblo County, Colorado, and the Division of Local Government immediately after passage of this Ordinance.

SECTION 4.

All increases to the District's net fund balance shall constitute and be considered "reserve increases" and therefore a part of the district's 2024 fiscal year spending. All 2024 year-end balances shall constitute and be considered "reserves" and all subsequent expenditures and transfers from such reserves shall be excluded from the District's fiscal year spending within the meaning of Article X, Section 20 (2)(e) of the Colorado Constitution.

SECTION 5.

The officers and the staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate 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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023.

☐ Disapproved on _____ based on the following objections:



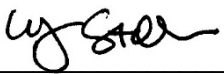
Mayor

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: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO THE COOPERATIVE MAINTENANCE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO SCHOOL DISTRICT NO. 60, RELATING TO THE MAINTENANCE OF CERTAIN PARK PROPERTIES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance would approve an Amendment to the Cooperative Maintenance Agreement with Pueblo School District No. 60 to allow City to continue to maintain certain District 60 properties as City neighborhood parks.

PREVIOUS COUNCIL ACTION:

On March 25, 2019, City Council approved Ordinance 9438 which approved a Cooperation Maintenance Agreement between the City of Pueblo and Pueblo School District No. 60, relating to park maintenance of District 60 land for neighborhood park purposes by the City.

BACKGROUND:

Through a Cooperative Maintenance Agreement with Pueblo School District No. 60 from 2008 through 2018, the City maintained approximately 53.2 acres of District property as City Parks in exchange for 2.6 acres of District owned land where the City built Fire Station No. 9. On January 1, 2019, the entire 53.2 acres reverted back to the District for responsibility of maintenance of that property.

Certain City parks are located on land owned by Pueblo School District No. 60. The three District park sites described in the Amendment total 21.9 acres, and is essential the City continue to maintain these properties due to their immediate proximity to existing City owned parks. In return, Pueblo School District No. 60 will continue to maintain 5.9 acres of City land, which consists of Little Heaton Park, which is located

adjacent to Heaton Middle School.

FINANCIAL IMPLICATIONS:

The costs associated with the maintenance of the 21.9 acres of Pueblo School District No. 60 property will be accounted for through the Parks Department's annual maintenance and operating budget for the next ten (10) years. The 5.9 acre park known as Little Heaton Park will be maintained at the expense of Pueblo School District No. 60 during the same time frame.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Pueblo School District No. 60 supports this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the maintenance of these neighborhood parks will be responsibility of Pueblo School District No. 60.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Amendment to the Cooperation Maintenance Agreement - Pueblo School District No 60 through 12.31.2033

ORDINANCE NO. 10592

AN ORDINANCE APPROVING AN AMENDMENT TO THE COOPERATIVE MAINTENANCE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO SCHOOL DISTRICT NO. 60, RELATING TO THE MAINTENANCE OF CERTAIN PARK PROPERTIES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, City and Pueblo School District No. 60 ("District") entered into the Cooperative Maintenance Agreement dated March 25, 2019 ("Agreement"), wherein the City agreed to maintain certain District property in exchange for District agreeing to maintain certain City property; and

WHEREAS, upon mutual desire, the parties now wish to extend the term of the agreement for an additional ten years; NOW THEREFORE,

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

SECTION 1.

Amendment to the Cooperative Maintenance Agreement between the City of Pueblo, a Municipal Corporation, and Pueblo School District No. 60, relating to park maintenance of District property for neighborhood park purposes by the City.

SECTION 2.

The Mayor is hereby authorized to execute and deliver said Amendment on behalf of the City, and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Amendment to the Cooperative Maintenance Agreement to implement the transactions, 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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

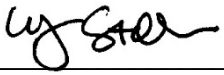
☐ Council did not act to override the Mayor's veto.

☐ 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

AMENDMENT TO THE COOPERATION MAINTENANCE AGREEMENT

THIS AMENDMENT (“Amendment”) to the Cooperation Maintenance Agreement is made and entered into this _____ day of _____, 2023 (“Effective Date”) by and between the City of Pueblo, a Municipal Corporation, (“City”) and Pueblo School District No. 60, aka Pueblo City Schools, a school district organized and existing under the laws of the State of Colorado (“District”).

WHEREAS, City and District entered into the Cooperation Maintenance Agreement dated March 25, 2019 (“Agreement”), wherein the City agreed to maintain certain District property in exchange for District agreeing to maintain certain City property; and

WHEREAS, upon mutual desire, the parties now wish to extend the term of the Agreement for an additional ten years.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the parties agree as follows:

1. The Agreement shall be extended to December 31, 2033.
2. Section 1 of the Agreement shall be deleted in its entirety and replaced with the following:

During the period from date hereof to December 31, 2033, District authorizes City to and City, at its expense, but subject to and contingent upon funds for such purpose being appropriated, budgeted, and otherwise made available, shall use, occupy, and maintain in the same or better condition as existed on date hereof for School and Park Purposes, the following District land and all improvements located thereon, including, without limitation, recreational equipment and irrigation systems, subject, however, to City's rules and regulations relating to the use thereof:

- | | | |
|-----|-----------------------------|------------|
| (a) | Northridge School Park Site | 7.81 acres |
| (b) | Leidigh School Park Site | 7.69 acres |
| (c) | University School Park Site | 6.40 acres |

3. Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

During the period from date hereof to December 31, 2033, City authorizes District to and District, at its expense, but subject to and contingent upon funds for such purpose being appropriated, budgeted, and otherwise made available, shall use, occupy, and maintain in the same or better condition as existed on date hereof for School and Park Purposes, the following City land and all improvements located thereon, including, without limitation, recreational equipment and irrigation systems, subject, however, to District's rules and regulations relating to the use thereof:

(a) Little Heaton Park 5.9 acres

4. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the 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 Agreement as it existed prior to this Amendment.

IN WITNESS WHEREOF, City and District have executed this Amendment as of the Effective Date first written above.

ATTEST:

CITY OF PUEBLO,
a Municipal Corporation

City Clerk

By _____
Nicholas A. Gradisar, Mayor

APPROVED AS TO FORM:

PUEBLO SCHOOL DISTRICT NO. 60,
a Colorado school district

City Attorney

By _____
Thomas Farrell, Board President

ATTEST:

Geri Patrone, Board Secretary

Approved as to form:



Caplan and Earnest LLC
Attorneys for Pueblo School District No. 60



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 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

SUBJECT: AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO AND UPDATING DEPARTMENTAL ORGANIZATION TO REFLECT CURRENT DEPARTMENTAL ORGANIZATION AND DIRECTORS.

SUMMARY:

Attached for consideration are amendments to Section 1-5-3 of Chapter 5 of Title I which updates the departmental organization to include major departments and divisions and identifying directors.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

A recent review connected to an upcoming reorganization identified outdated organizational references in the municipal code with respect to departments, divisions, and directors of such functional areas. This ordinance corrects those discrepancies.

FINANCIAL IMPLICATIONS:

There is no cost to implementing these administrative changes.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

A no action alternative would be to retain the current incorrect department, division and director references contained within the code.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. ORDINANCE_PMC Changes Clean Up PMC1-5-3

ORDINANCE NO.10593

AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO AND UPDATING DEPARTMENTAL ORGANIZATION TO REFLECT CURRENT DEPARTMENTAL ORGANIZATION AND DIRECTORS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code is amended to read as follows:

Sec. 1-5-3. Departmental organization; divisions.

(a) The administrative service of the City shall be divided under the Mayor into the following departments and heads thereof, and may be divided into the following divisions:

Department	Head
(1) Finance	Director of Finance
(2) <u>City Clerk</u>	City Clerk
(3) Police	Chief of Police
a. <u>[Records Division] Operations Bureau</u>	
b. <u>[Patrol Division] Support Services Bureau</u>	
c. Investigation Division	
d. Crime Prevention Division	
e. Traffic Division	
<u>[f. Detention Division]</u>	
g. Animal Control Division <u>f. Code Enforcement Division</u>	
(4) Fire	Fire Chief
a. Fire-fighting Division	
b. Fire Prevention Division	
c. Communications Division	
d. Training Division	
(5) Public Works	Director of Public Works
a. Engineering Division	
b. <u>[Streets and Shop Division] Streets Maintenance Division</u>	
c. <u>[Building Inspection Division] Stormwater Utility Division</u>	
d. <u>[Sewage Disposal Plant] Traffic Maintenance Division</u>	
e. <u>Public Building Maintenance Division</u>	
<u>f. Transportation Division</u>	
<u>g. Solid Waste Division</u>	
(6) Parks and Recreation	Director of Parks and Recreation
a. Park Maintenance	
b. Recreation Division	

c. Swimming Pools Division	
d. Golf Course Division	
e. Cemeteries Division	
(7) Aviation	Director of Aviation
a. Airport Operation	
b. Property Management	
(8) Purchasing	<u>Director of Purchasing [Agent]</u>
(9) Law	City Attorney
(10) [Personnel] <u>Human Resources</u>	[Personnel] Director <u>of Human Resources</u>
(11) [Transportation]	Director of Transportation
a. Traffic Engineering	
b. Public Parking	
c. Transit and Transportation	
d. Radio, Telephone and Other Communications	
(12) [Zoning Administration] <u>Planning and Community Development</u> a. <u>Planning & Development Division</u> b. <u>Transportation Planning Division</u>	Director of [the Department of Zoning Administration] <u>Planning and Community Development</u>
[(13) <u>Information Technology</u>]	[Information Specialist] <u>Director of Information Technology</u>
[(14)] Department of Housing	Director of Housing

(b) The designation of divisions and the description of division functions as set forth in this Chapter shall not be deemed to limit a department head from reorganizing his or her department from time to time as circumstances may require. Any such reorganization shall be reported to the Mayor without unnecessary delay and shall become effective immediately upon regulation issued by the Mayor.

(c) Reference to a department or department head in this Code by any title other than as set forth in this Section shall be construed to refer to the department or department head as set forth herein.

SECTION 2.

The officers and staff of the City are authorized to perform and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures within.

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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

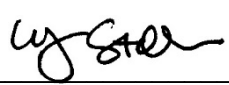
☐ Council did not act to override the Mayor's veto.

☐ 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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF
TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO AND
UPDATING DEPARTMENTAL ORGANIZATION TO REFLECT
CURRENT DEPARTMENTAL ORGANIZATION AND DIRECTORS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code is amended to read as follows:

Sec. 1-5-3. Departmental organization; divisions.

(a) The administrative service of the City shall be divided under the Mayor into the following departments and heads thereof, and may be divided into the following divisions:

Department	Head
(1) Finance	Director of Finance
(2) <u>City Clerk</u>	City Clerk
(3) Police	Chief of Police
a. <u>[Records Division] Operations Bureau</u>	
b. <u>[Patrol Division] Support Services Bureau</u>	
c. Investigation Division	
d. Crime Prevention Division	
e. Traffic Division	
<u>[f. Detention Division]</u>	
g. Animal Control Division <u>f. Code Enforcement Division</u>	
(4) Fire	Fire Chief
a. Fire-fighting Division	
b. Fire Prevention Division	
c. Communications Division	
d. Training Division	
(5) Public Works	Director of Public Works
a. Engineering Division	
b. <u>[Streets and Shop Division] Streets Maintenance Division</u>	
c. <u>[Building Inspection Division] Stormwater Utility Division</u>	
d. <u>[Sewage Disposal Plant] Traffic Maintenance Division</u>	
e. <u>Public Building Maintenance Division</u>	
<u>f. Transportation Division</u>	
<u>g. Solid Waste Division</u>	
(6) Parks and Recreation	Director of Parks and Recreation
a. Park Maintenance	

b. Recreation Division	
c. Swimming Pools Division	
d. Golf Course Division	
e. Cemeteries Division	
(7) Aviation	Director of Aviation
a. Airport Operation	
b. Property Management	
(8) Purchasing	<u>Director of Purchasing [Agent]</u>
(9) Law	City Attorney
(10) [Personnel] <u>Human Resources</u>	[Personnel] Director <u>of Human Resources</u>
(11) [Transportation]	Director of Transportation
a. Traffic Engineering	
b. Public Parking	
c. Transit and Transportation	
d. Radio, Telephone and Other Communications	
(12) [Zoning Administration] <u>Planning and Community Development</u> a. <u>Planning & Development Division</u> b. <u>Transportation Planning Division</u>	Director of [the Department of Zoning Administration] <u>Planning and Community Development</u>
[(13) <u>Information Technology</u>]	[Information Specialist] <u>Director of Information Technology</u>
[(14)] Department of Housing	Director of Housing

(b) The designation of divisions and the description of division functions as set forth in this Chapter shall not be deemed to limit a department head from reorganizing his or her department from time to time as circumstances may require. Any such reorganization shall be reported to the Mayor without unnecessary delay and shall become effective immediately upon regulation issued by the Mayor.

(c) Reference to a department or department head in this Code by any title other than as set forth in this Section shall be construed to refer to the department or department head as set forth herein.

SECTION 2.

The officers and staff of the City are authorized to perform and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures within.

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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor
Scott Hobson, Acting Director Planning and Community Development
Bob Jagger, Acting City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE DEPARTMENT OF HOUSING, ESTABLISHING THE DIVISION OF HOUSING UNDER THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT AND AMENDING SUBSECTION 4-8-4(2) OF CHAPTER 8 OF TITLE IV AND SECTION 8-1-8 OF CHAPTER 1 OF TITLE VIII OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

SUMMARY:

Attached for consideration are amendments to Section 1-5-3 of Chapter 5 of Title I, Section 4-8-4 of Chapter 8 of Title IV and Section 8-1-8 of Chapter 1 of Title VIII of the Pueblo Municipal Code relating to the reorganization of the Housing & Citizen Services Department with a change in department status to division status within the Planning & Community Development Department.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This ordinance would enact several changes to Pueblo Municipal Code for the purpose of abolishing the Housing & Citizen Services Department and establishing a new CDBG/HOME & Housing Division within the Planning & Community Development Department as part of a reorganization. By moving the Housing & Citizen Services Department under the Planning and Community Development Department as a division, the City and the citizens of the community will benefit from enhanced coordination in identifying potential infill multi-family residential development properties and determining

the obstacles and costs of making these properties “housing development ready”. In many cases, potential housing sites require rezoning, subdivision, public infrastructure such as domestic water, wastewater, and stormwater improvements, along with roadway, sidewalk, ADA, and fire access improvements. These factors affect the timing and overall cost of constructing new housing units within the city. The integration of the departments will provide better coordination in implementing steps to make affordable and workforce housing project sites more competitive projects that can be chosen for CHAFA, CHAFA Multi-family Private Activity Bond financing, DOLA, Proposition 123 funding programs.

The staff assigned to Housing & Citizen Services provide critical services for the coordination and implementation of CDBG and HOME funds that fund selective demolitions, mold remediation, roof replacement, accessibility modifications, and home repairs and retrofits. This important work will not change when this new division is created, but rather, will benefit from closer coordination on housing issues, which are a critical priority for the community. Additionally, the newly established CDBG/HOME/Housing Division will continue to coordinate with Pueblo County with the Community Services Advisory Commission (CSAC) and Citizens Advisory Commission, in recommending projects and program funding for non-profit agencies and service providers. Another key function that will continue within the division is the management of grant service contracts providing affordable housing financing, infrastructure improvements, and homeless prevention, substance abuse programs, victim’s assistance, youth recreation, daycare, and senior services. These will be a vital part of the integrated departments’ functions.

Many of the Colorado Department of Local Affairs (DOLA) “Best Practices in Affordable Housing Development” identified in HB 21-1271 passed by the Colorado General Assembly in 2021 are interrelated between the Planning & Community Development and Housing & Citizen Services Departments. By integrating both departments, the coordinated implementation of best practices will be achieved. Working cooperatively, the planning and housing staff will be able to identify priority properties to be acquired by the City and placed in a land bank to move the properties into “housing development ready” status for multi-family housing development more efficiently and effectively.

With the abolishment of the Housing & Citizen Services Department, all staff currently assigned to the department will move under the Planning & Community Development Department into the newly established CDBG/HOME & Housing Division. The only staffing change which will occur with this reorganization, beyond the general reassignment of positions will be the abolishment of the Director of Housing & Citizen Services position in the 2024 Staffing Ordinance, which will be preceded by the creation of a manager level position entitled CDBG/HOME & Housing Administrator which is being concurrently presented with these necessary code changes via separate ordinance.

The changes to the sections of Pueblo Municipal Code listed in the title of this ordinance accomplish the abolishment of Housing & Citizen Services Department and the establishment of the CDBG/HOME & Housing Division under the Planning & Community Development Department. Specifically, the following sections of code require changes:

Section **1-5-3**
Abolishes the Housing & Citizen Services Department and creates the CDBG/HOME & Housing Division under the Planning & Community Development Department.

Section **4-8-4**
Provides certain authorities with respect to the International Property and Maintenance Code to the current director position in Housing. This authority will be transferred to the Director of Planning & Community Development or designee with the proposed changes.

Section **8-1-8**
Outlines rules and regulations governing the Emergency Housing Rehabilitation Program. The process for funding, and application, qualifications for the program and all authorities of approval and criteria for assistance which will be transferred by the code changes to the Planning & Community Development Director with such processes housed in the Planning & Community Development Department.

FINANCIAL IMPLICATIONS:

There is no cost associated with the reorganization as described herein or the code changes proposed.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could deny the Pueblo Municipal Code changes which would complicate the proposed reorganization to improve housing program management and would confuse the authorities related to delivering these important services for the community.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. ORDINANCE_PMC Changes and Housing Reorg_112023 (1)

ORDINANCE NO. 10594

AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE DEPARTMENT OF HOUSING, ESTABLISHING THE DIVISION OF HOUSING UNDER THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT AND AMENDING SUBSECTION 4-8-4(2) OF CHAPTER 8 OF TITLE IV AND SECTION 8-1-8 OF CHAPTER 1 OF TITLE VIII OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code is amended to read as follows:

Sec. 1-5-3. Departmental organization; divisions.

- (a) The administrative service of the City shall be divided under the Mayor into the following departments and heads thereof, and may be divided into the following divisions:

Department	Head
(1) Finance	Director of Finance
(2) City Clerk and Records	City Clerk
(3) Police	Chief of Police
a. Operations Bureau	
b. Support Services Bureau	
c. Investigation Division	
d. Crime Prevention Division	
e. Traffic Division	
f. Code Enforcement Division	
(4) Fire	Fire Chief
a. Fire-fighting Division	
b. Fire Prevention Division	
c. Communications Division	
d. Training Division	
(5) Public Works	Director of Public Works
a. Engineering Division	
b. Streets Maintenance Division	
c. Stormwater Utility Division	
d. Traffic Maintenance Division	
e. Public Building Maintenance Division	
f. Transportation Division	
g. Solid Waste Division	
(6) Parks and Recreation	Director of Parks and Recreation
a. Park Maintenance	
b. Recreation Division	
c. Swimming Pools Division	

d. Golf Course Division	
e. Cemeteries Division	
(7) Aviation	Director of Aviation
a. Airport Operation	
b. Property Management	
(8) Purchasing	Director of Purchasing
(9) Law	City Attorney
(10) Human Resources	Director of Human Resources
(11) Planning and Community Development a. Land Use Division b. Transportation Planning Division c. CDBG/HOME/Housing Division	Director of Planning and Community Development
(12) Information Technology	Director of Information Technology
[(13) Department of Housing	Director of Housing]

(b) The designation of divisions and the description of division functions as set forth in this Chapter shall not be deemed to limit a department head from reorganizing his or her department from time to time as circumstances may require. Any such reorganization shall be reported to the Mayor without unnecessary delay and shall become effective immediately upon regulation issued by the Mayor.

(c) Reference to a department or department head in this Code by any title other than as set forth in this Section shall be construed to refer to the department or department head as set forth herein.

SECTION 2.

Subsection 4-8-4(2) of Chapter 8 of Title IV of the Pueblo Municipal Code is amended to read as follows:

Sec. 4-8-4. Amendments to the I.P.M.C.

The following Subsections of the I.P.M.C. are hereby amended to read as follows: . . .

(2) Subsection 103.2 Appointment.

The Mayor, Department of Planning and **Community** Development, the Building Official (as defined in Chapter 1 of this Title), Code Enforcement Officers designated under Chapter 5 of Title XVII, Pueblo Municipal Code as amended, the Fire Chief, the Police Chief and the Police Department's Police Support Technicians, the Health Officer, **[Director of Housing,]** and any of their designees shall each be deemed Code Officials for purposes of the I.P.M.C.

The following Code Officials shall have responsibility for enforcement of the following Sections of the I.P.M.C., but the Mayor may, from time to time, delegate or reassign responsibility to enforce any section of the I.P.M.C to any Code Official:

- a. **Director of Planning and Community Development or designee thereof [and its Code Enforcement Officers]:** Subsection 301.3, Section 303, Section 306, Section 308, and Section 302, except Subsection 302.5;
- b. Police Department and its Police Support Technicians Code Enforcement Officers:

Section 301.3, Subsection 302.8, Section 303, Section 307.1, Section 308, and Section 302, except Subsection 302.5;

- c. Building Official: Section 304 and Section 606; and the following Sections, but only as to commercial buildings: Subsection 301.3, Subsection 307.1, Section 504, Section 505, Section 506, Section 507, Section 603, Section 604, Section 605, and Section 607.
- d. Fire Chief: Subsection 307.1; Section 701, Section 702, Section 703, and Section 704;
- e. Health Official: Subsection 301.3, Subsection 302.5, Section 308, Section 309; and
- f. **[Director of Housing]****Director of Planning and Community Development or designee thereof**: the following Sections, but only as to residential buildings: Subsection 301.3, Section 305, Section 306, Subsection 307.1, Section 401, Section 402, Section 403, Section 404, Section 501, Section 502, Section 503, Section 504, Section 505, Section 506, Section 507, Section 601, Section 602, Section 603, Section 604, Section 605, and Section 607.

SECTION 3.

Section 8-1-8 of Chapter 1 of Title VIII of the Pueblo Municipal Code is amended to read as follows:

Sec. 8-1-8. Emergency Housing Rehabilitation Program.

(a) A special housing rehabilitation revolving fund to be designated Emergency Housing Rehabilitation Fund is hereby established. Appropriations to said Fund may be made by the City Council by resolution. Payments out of said Fund shall be made by the Director of Finance upon the written request of the Director of the Department of **[Housing and Citizen Services]** **Planning and Community Development or designee thereof** based upon applications for assistance submitted and approved in accordance with the provisions of this Section.

(b) The owner of any owner-occupied residential building who qualifies under Subsection (c) of this Section shall be entitled to make application for emergency housing rehabilitation assistance within thirty (30) days after occurrence of a qualifying event. Applications shall be timely made to the Department of **Planning and Community Development** **[Housing and Citizen Services]** upon forms prepared by said Department.

(c) The owner of an owner-occupied residential building may qualify and be eligible for emergency housing assistance if such owner either receives a Notice and Order under the International Property Maintenance Code, as adopted and amended by the Pueblo Municipal Code, as amended, ("I.P.M.C.") or, if the I.P.M.C. is not applicable, receives notice from a code official that the residential building fails to meet requirements of any other building codes or ordinances of the City. In such case, the owner may apply for housing rehabilitation assistance if the income and assets, excluding the value of the building in question, of such owner, or of a family the head of which or whose spouse is the owner, are within the limits prescribed for persons or families occupying public housing in the City financed pursuant to Chapter 8, Title 42 United States Code. The Department of **[Housing and Citizen Services]** **Planning and Community Development** shall certify all owner-applicants meet such qualifications. The department will

prepare an estimate of the costs of repairs required to rehabilitate said building to meet the standards of the Housing Code.

(d) The Director of the Department of **[Housing and Citizen Services]** **Planning and Community Development or designee thereof** shall consider all applications for emergency housing rehabilitation assistance and, subject to available appropriations, may approve any application meeting the program requirements. All grants of assistance shall be used only for repairs and rehabilitation of an owner-occupied residential building which will abate the conditions which make the building noncompliant with the I.P.M.C. or other building codes or ordinances.

(e) The Department of **[Housing and Citizen Services]** **Planning and Community Development** shall not approve any application for assistance until after the Director of Finance shall certify in writing to the Director of the Department of **[Housing and Citizen Services]** **Planning and Community Development** that there are sufficient monies in the Emergency Housing Rehabilitation Fund for such grant of assistance and until after the Department of **[Housing and Citizen Services]** **Planning and Community Development** receives proof that the applicant-owner is the fee owner of said land and building.

(f) The owner of any owner-occupied residential building who receives housing rehabilitation assistance shall enter into an agreement with the City, on forms to be approved by the City Attorney, to repay to the City such financial assistance based on existing loan formulas and criteria used within the Department of **[Housing and Citizen Services]** **Planning and Community Development**. Such repayment agreement shall be placed of record and shall become and remain a lien and encumbrance on the building and land upon which the building is located until paid in full. Said grant of assistance shall become due and payable immediately upon the transfer of title to said land and building by the owner, or, upon the death of the owner, unless title to said land and building shall pass to the spouse of or an issue of such owner who meets the qualification of Subsection (c) hereof, and the Department of **[Housing and Citizen Services]** **Planning and Community Development** shall certify the same in writing to the Director of Finance within sixty (60) days after the death of such owner. Failure of the surviving spouse or issue of the deceased owner to request and obtain such certification from the Director of the Department of **[Housing and Citizen Services]** **Planning and Community Development or designee thereof** within said sixty-day period shall conclusively constitute a waiver of all rights of such surviving spouse or issue to further defer repayment of the grant of assistance.

(g) All repayments of rehabilitation grants of assistance shall be credited to the Emergency Housing Rehabilitation Fund.

(h) Nothing contained in this Section shall obligate the City Council to appropriate funds to the Emergency Housing Rehabilitation Fund.

SECTION 4.

The officers and staff of the City are authorized to perform and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures within.

SECTION 5.

This Ordinance is subject to and conditioned upon City Council passage and approval of an ordinance submitted contemporaneously herewith and captioned "AN ORDINANCE

AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE
RELATING TO AND UPDATING DEPARTMENTAL ORGANIZATION TO REFLECT CURRENT
DEPARTMENTAL ORGANIZATION AND DIRECTORS”.

This Ordinance is further subject to and conditioned upon City Council passage and approval of an ordinance submitted contemporaneously herewith and captioned “AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME CDBG/HOME & HOUSING ADMINISTRATOR POSITION TO THE AUTHORIZED STAFFING OF THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT AS PART OF A REORGANIZATION” (the “Staffing Ordinance”).

Subject to such conditions, this Ordinance shall become effective on the date the CDBG/HOME & Housing Administrator position is filled as set forth in the Staffing Ordinance but not later than December 31, 2023.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023 .

☐ Disapproved on _____ based on the following objections:



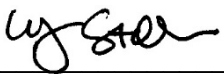
Mayor

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE DEPARTMENT OF HOUSING, ESTABLISHING THE DIVISION OF HOUSING UNDER THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT AND AMENDING SUBSECTION 4-8-4(2) OF CHAPTER 8 OF TITLE IV AND SECTION 8-1-8 OF CHAPTER 1 OF TITLE VIII OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code is amended to read as follows:

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- (a) The administrative service of the City shall be divided under the Mayor into the following departments and heads thereof, and may be divided into the following divisions:

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(4) Fire	Fire Chief
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(6) Parks and Recreation	Director of Parks and Recreation
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c. Swimming Pools Division	

d. Golf Course Division	
e. Cemeteries Division	
(7) Aviation	Director of Aviation
a. Airport Operation	
b. Property Management	
(8) Purchasing	Director of Purchasing
(9) Law	City Attorney
(10) Human Resources	Director of Human Resources
(11) Planning and Community Development a. Land Use Division b. Transportation Planning Division c. CDBG/HOME/Housing Division	Director of Planning and Community Development
(12) Information Technology	Director of Information Technology
[(13) Department of Housing	Director of Housing]

(b) The designation of divisions and the description of division functions as set forth in this Chapter shall not be deemed to limit a department head from reorganizing his or her department from time to time as circumstances may require. Any such reorganization shall be reported to the Mayor without unnecessary delay and shall become effective immediately upon regulation issued by the Mayor.

(c) Reference to a department or department head in this Code by any title other than as set forth in this Section shall be construed to refer to the department or department head as set forth herein.

SECTION 2.

Subsection 4-8-4(2) of Chapter 8 of Title IV of the Pueblo Municipal Code is amended to read as follows:

Sec. 4-8-4. Amendments to the I.P.M.C.

The following Subsections of the I.P.M.C. are hereby amended to read as follows: . . .

(2) Subsection 103.2 Appointment.

The Mayor, Department of Planning and **Community** Development, the Building Official (as defined in Chapter 1 of this Title), Code Enforcement Officers designated under Chapter 5 of Title XVII, Pueblo Municipal Code as amended, the Fire Chief, the Police Chief and the Police Department's Police Support Technicians, the Health Officer, **[Director of Housing,]** and any of their designees shall each be deemed Code Officials for purposes of the I.P.M.C.

The following Code Officials shall have responsibility for enforcement of the following Sections of the I.P.M.C., but the Mayor may, from time to time, delegate or reassign responsibility to enforce any section of the I.P.M.C to any Code Official:

- a. **Director of Planning and Community Development or designee thereof [and its Code Enforcement Officers]:** Subsection 301.3, Section 303, Section 306, Section 308, and Section 302, except Subsection 302.5;
- b. Police Department and its Police Support Technicians Code Enforcement Officers:

Section 301.3, Subsection 302.8, Section 303, Section 307.1, Section 308, and Section 302, except Subsection 302.5;

- c. Building Official: Section 304 and Section 606; and the following Sections, but only as to commercial buildings: Subsection 301.3, Subsection 307.1, Section 504, Section 505, Section 506, Section 507, Section 603, Section 604, Section 605, and Section 607.
- d. Fire Chief: Subsection 307.1; Section 701, Section 702, Section 703, and Section 704;
- e. Health Official: Subsection 301.3, Subsection 302.5, Section 308, Section 309; and
- f. **[Director of Housing]****Director of Planning and Community Development or designee thereof**: the following Sections, but only as to residential buildings: Subsection 301.3, Section 305, Section 306, Subsection 307.1, Section 401, Section 402, Section 403, Section 404, Section 501, Section 502, Section 503, Section 504, Section 505, Section 506, Section 507, Section 601, Section 602, Section 603, Section 604, Section 605, and Section 607.

SECTION 3.

Section 8-1-8 of Chapter 1 of Title VIII of the Pueblo Municipal Code is amended to read as follows:

Sec. 8-1-8. Emergency Housing Rehabilitation Program.

(a) A special housing rehabilitation revolving fund to be designated Emergency Housing Rehabilitation Fund is hereby established. Appropriations to said Fund may be made by the City Council by resolution. Payments out of said Fund shall be made by the Director of Finance upon the written request of the Director of the Department of **[Housing and Citizen Services]** **Planning and Community Development or designee thereof** based upon applications for assistance submitted and approved in accordance with the provisions of this Section.

(b) The owner of any owner-occupied residential building who qualifies under Subsection (c) of this Section shall be entitled to make application for emergency housing rehabilitation assistance within thirty (30) days after occurrence of a qualifying event. Applications shall be timely made to the Department of **Planning and Community Development** **[Housing and Citizen Services]** upon forms prepared by said Department.

(c) The owner of an owner-occupied residential building may qualify and be eligible for emergency housing assistance if such owner either receives a Notice and Order under the International Property Maintenance Code, as adopted and amended by the Pueblo Municipal Code, as amended, ("I.P.M.C.") or, if the I.P.M.C. is not applicable, receives notice from a code official that the residential building fails to meet requirements of any other building codes or ordinances of the City. In such case, the owner may apply for housing rehabilitation assistance if the income and assets, excluding the value of the building in question, of such owner, or of a family the head of which or whose spouse is the owner, are within the limits prescribed for persons or families occupying public housing in the City financed pursuant to Chapter 8, Title 42 United States Code. The Department of **[Housing and Citizen Services]** **Planning and Community Development** shall certify all owner-applicants meet such qualifications. The department will

prepare an estimate of the costs of repairs required to rehabilitate said building to meet the standards of the Housing Code.

(d) The Director of the Department of **[Housing and Citizen Services]** **Planning and Community Development or designee thereof** shall consider all applications for emergency housing rehabilitation assistance and, subject to available appropriations, may approve any application meeting the program requirements. All grants of assistance shall be used only for repairs and rehabilitation of an owner-occupied residential building which will abate the conditions which make the building noncompliant with the I.P.M.C. or other building codes or ordinances.

(e) The Department of **[Housing and Citizen Services]** **Planning and Community Development** shall not approve any application for assistance until after the Director of Finance shall certify in writing to the Director of the Department of **[Housing and Citizen Services]** **Planning and Community Development** that there are sufficient monies in the Emergency Housing Rehabilitation Fund for such grant of assistance and until after the Department of **[Housing and Citizen Services]** **Planning and Community Development** receives proof that the applicant-owner is the fee owner of said land and building.

(f) The owner of any owner-occupied residential building who receives housing rehabilitation assistance shall enter into an agreement with the City, on forms to be approved by the City Attorney, to repay to the City such financial assistance based on existing loan formulas and criteria used within the Department of **[Housing and Citizen Services]** **Planning and Community Development**. Such repayment agreement shall be placed of record and shall become and remain a lien and encumbrance on the building and land upon which the building is located until paid in full. Said grant of assistance shall become due and payable immediately upon the transfer of title to said land and building by the owner, or, upon the death of the owner, unless title to said land and building shall pass to the spouse of or an issue of such owner who meets the qualification of Subsection (c) hereof, and the Department of **[Housing and Citizen Services]** **Planning and Community Development** shall certify the same in writing to the Director of Finance within sixty (60) days after the death of such owner. Failure of the surviving spouse or issue of the deceased owner to request and obtain such certification from the Director of the Department of **[Housing and Citizen Services]** **Planning and Community Development or designee thereof** within said sixty-day period shall conclusively constitute a waiver of all rights of such surviving spouse or issue to further defer repayment of the grant of assistance.

(g) All repayments of rehabilitation grants of assistance shall be credited to the Emergency Housing Rehabilitation Fund.

(h) Nothing contained in this Section shall obligate the City Council to appropriate funds to the Emergency Housing Rehabilitation Fund.

SECTION 4.

The officers and staff of the City are authorized to perform and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures within.

SECTION 5.

This Ordinance is subject to and conditioned upon City Council passage and approval of an ordinance submitted contemporaneously herewith and captioned "AN ORDINANCE

AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE
RELATING TO AND UPDATING DEPARTMENTAL ORGANIZATION TO REFLECT CURRENT
DEPARTMENTAL ORGANIZATION AND DIRECTORS”.

This Ordinance is further subject to and conditioned upon City Council passage and approval of an ordinance submitted contemporaneously herewith and captioned “AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME CDBG/HOME & HOUSING ADMINISTRATOR POSITION TO THE AUTHORIZED STAFFING OF THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT AS PART OF A REORGANIZATION” (the “Staffing Ordinance”).

Subject to such conditions, this Ordinance shall become effective on the date the CDBG/HOME & Housing Administrator position is filled as set forth in the Staffing Ordinance but not later than December 31, 2023.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor
Scott Hobson, Acting Director Planning and Community Development
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME CDBG/HOME & HOUSING ADMINISTRATOR POSITION TO THE AUTHORIZED STAFFING OF THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT AS A PART OF A REORGANIZATION.

SUMMARY:

A review of ways to enhance operational efficiency related to development and housing activities has been underway within the Housing & Citizen Services and Planning & Community Development Departments.

There are unique opportunities to improve communication and coordination of programs and maximize resources in support of both housing and community development missions. Consequently, a reorganization plan has been developed to implement several changes. This reorganization will include changes in reporting structure for all staff currently assigned to the Housing & Citizen Services Department to a new division focused on housing program activities within the Planning & Community Development Department.

This ordinance is designed to accomplish the desired staffing changes associated with the reorganization which includes the addition of a new position – CDBG/HOME & Housing Administrator.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No. 10363 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2023.

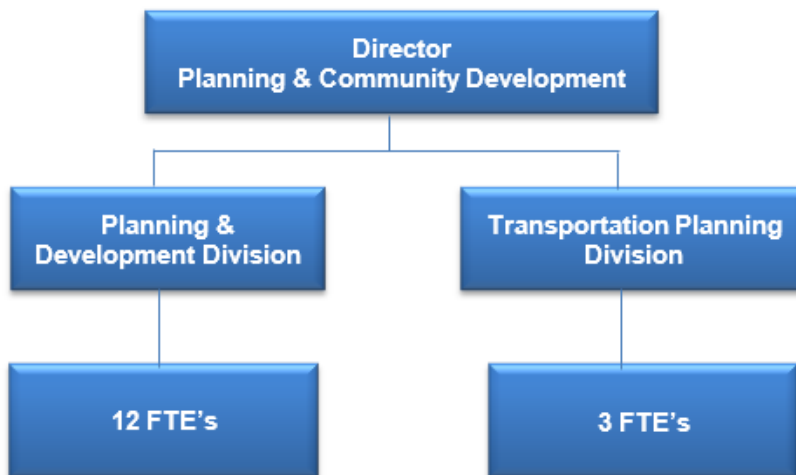
BACKGROUND:

An operational review revealed that there are complimentary responsibilities that intersect in both the Housing & Citizen Services and Planning & Community Development Departments. It has become apparent that there is an opportunity to reorganize both departments in order to streamline and enhance both the efficiency and efficacy of services. With the passage of recent legislation which will greatly broaden available funding to address critical housing issues in the community, the time is right to make these changes.

Current Organizational/Functional Chart – Housing & Citizen Services Department



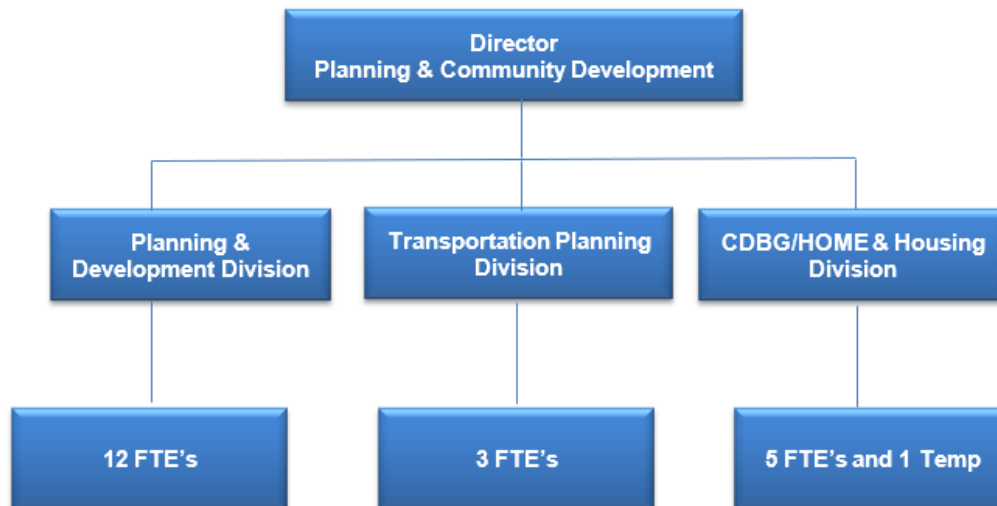
Current Organizational/Functional Chart – Planning & Community Development



Reorganization and Reporting Changes

The reorganization will include movement of all Housing & Citizen Services staff to the new division of CDBG/HOME & Housing within the Planning & Community Development Department.

Below is the organization/functional chart following the implementation of the reorganization plan:



City Administration, Housing and Planning & Community Development leadership are confident that this reorganization will improve service delivery and enhance coordination efforts between both functional areas.

Staffing

Changes

With changes accomplished through a related ordinance which amends various provisions of the Pueblo Municipal Code, some of the duties and director level authorities currently associated with the Housing & Citizen Services Director will be transferred and performed by the Planning & Community Development Director. This change will streamline coordination on major initiatives and projects and will centralize oversight. As the Housing & Citizen Services Department will no longer be a department, but rather a division, there is no need for two directors.

Therefore, a CDBG/HOME & Housing Administrator is the proposed new position within this staffing ordinance. This position will provide management of the housing program staff and will serve as the administrator of Community Development Block Grant (CDBG), HOME, CDBG-CV and ARPA HOME grant activities. The funding associated with the Housing & Citizen Services Director position will be reallocated to fund this position with the director level position abolished once the new position is filled.

In summary, this ordinance creates one new position, the CDBG/HOME & Housing Administrator.

FINANCIAL IMPLICATIONS:

The staffing change results in an estimated annual savings of \$4,209.

Classification	Funding	Annual Cost
Housing & Citizen Services Director	Grant	(\$153,811)
CDBG/HOME & Housing Administrator	Grant	\$149,602
Annual Difference		(\$4,209)

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels and classifications. The suggested change represents a more efficient and effective way to accomplish the objectives of the City's housing program and will facilitate the reorganization of the two departments.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Housing Admin - Ordinance

ORDINANCE NO. 10595

AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME CDBG/HOME & HOUSING ADMINISTRATOR POSITION TO THE AUTHORIZED STAFFING OF THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT AS A PART OF A REORGANIZATION.

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for delivering public works and stormwater services to the community; NOW THEREFORE,

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

SECTION 1.

The following sections captioned "Housing & Citizen Services", and "Planning & Community Development" of Ordinance No. 10363, the 2023 Staffing Ordinance, shall be amended as follows:

Housing and Citizen Services

Director of Housing and Citizen Services	1
Housing/Community Development Coordinator II	1
Community Development Specialist	1
Program Coordinator – Housing	1
Administrative Technician	1
Total	5]

Planning & Community Development

Director of Planning & Community Development	1
<u>Director of Housing & Citizen Services</u>	<u>1</u>
Assistant Mayor/Community Investment	1
Administrative Technician	<u>2</u>
<u>CDBG/HOME & Housing Administrator</u>	<u>1</u>
<u>Community Development Specialist</u>	<u>1</u>
<u>Housing/Community Development Coordinator II</u>	<u>1</u>
Land Use Technician	2
MPO Manager	1
Office Assistant	1
Planner	3
Principal Planner	1
<u>Program Coordinator/Housing</u>	<u>1</u>
Senior Planner	3
Transportation Planning Technician	1
Total	<u>21</u>

SECTION 2.

Effective on the date the CDBG/HOME & Housing Administrator position is filled but not later than December 31, 2023, the position of Director Housing & Citizen Services will be abolished, and the 2023 Staffing Ordinance shall be amended as follows:

Planning & Community Development	
Director of Planning & Community Development	1
[Director of Housing & Citizen Services	1]
Assistant Mayor/Community Investment	1
Administrative Technician	2
CDBG/HOME & Housing Administrator	1
Community Development Specialist	1
Housing/Community Development Coordinator II	1
Land Use Technician	2
MPO Manager	1
Office Assistant	1
Planner	3
Principal Planner	1
Program Coordinator/Housing	1
Senior Planner	3
Transportation Planning Technician	1
Total	<u>20</u>

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 effectuate and transactions described therein.

SECTION 4.

This Ordinance shall be deemed to amend the Fiscal Year 2023 Budget and staffing with respect to the number and allocation of positions within both the Housing & Citizen Services and the Planning & Community Development Departments 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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

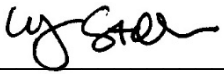
☐ Council did not act to override the Mayor's veto.

☐ 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

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2023 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME CDBG/HOME & HOUSING ADMINISTRATOR POSITION TO THE AUTHORIZED STAFFING OF THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT AS A PART OF A REORGANIZATION.

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for delivering public works and stormwater services to the community; NOW THEREFORE,

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

SECTION 1.

The following sections captioned "Housing & Citizen Services", and "Planning & Community Development" of Ordinance No. 10363, the 2023 Staffing Ordinance, shall be amended as follows:

Housing and Citizen Services

Director of Housing and Citizen Services	1
Housing/Community Development Coordinator II	1
Community Development Specialist	1
Program Coordinator – Housing	1
Administrative Technician	1
Total	5]

Planning & Community Development

Director of Planning & Community Development	1
<u>Director of Housing & Citizen Services</u>	<u>1</u>
Assistant Mayor/Community Investment	1
Administrative Technician	2
<u>CDBG/HOME & Housing Administrator</u>	<u>1</u>
<u>Community Development Specialist</u>	<u>1</u>
<u>Housing/Community Development Coordinator II</u>	<u>1</u>
Land Use Technician	2
MPO Manager	1
Office Assistant	1
Planner	3
Principal Planner	1
<u>Program Coordinator/Housing</u>	<u>1</u>
Senior Planner	3
Transportation Planning Technician	1
Total	<u>21</u>

SECTION 2.

Effective on the date the CDBG/HOME & Housing Administrator position is filled but not later than December 31, 2023, the position of Director Housing & Citizen Services will be abolished, and the 2023 Staffing Ordinance shall be amended as follows:

Planning & Community Development

Director of Planning & Community Development	1
[Director of Housing & Citizen Services	1]
Assistant Mayor/Community Investment	1
Administrative Technician	2
CDBG/HOME & Housing Administrator	1
Community Development Specialist	1
Housing/Community Development Coordinator II	1
Land Use Technician	2
MPO Manager	1
Office Assistant	1
Planner	3
Principal Planner	1
Program Coordinator/Housing	1
Senior Planner	3
Transportation Planning Technician	1

Total	<u>20</u>
--------------	------------------

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 effectuate and transactions described therein.

SECTION 4.

This Ordinance shall be deemed to amend the Fiscal Year 2023 Budget and staffing with respect to the number and allocation of positions within both the Housing & Citizen Services and the Planning & Community Development Departments 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 _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: November 27, 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
Scott Hobson, Acting Director Planning and Community Development

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 CDBG/HOME & HOUSING ADMINISTRATOR

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of CDBG/HOME & Housing Administrator. The position will be funded through federal housing program grants, specifically CDBG/HOME/CDBG-CV and ARPA HOME.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No.10365 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2023.

BACKGROUND:

Planning & Community Development Department desires to add a full-time position to perform the compliance, coordination and administrative activities associated with the Community Development Block Grant, HOME Grant, and other housing activities within a newly established division within the department. The new classification title will be CDBG/HOME & Housing Administrator. The creation of this position is part of a reorganization in which the Housing & Citizen Services Department will be dissolved and reestablished as a division within the Planning & Community Development Department.

This position will be a classified, non-bargaining position within the City and subject to all Civil Service rules with respect to hiring.

FINANCIAL IMPLICATIONS:

There is no required additional funding for 2023 as costs associated with the position with anticipated salary savings in the amount of approximately \$4,209 on an annual basis.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

The suggested change establishes the 2023 salary range for the classification of CDBG/HOME & Housing Administrator. If this ordinance is not approved, and assuming the establishment of the CDBG/HOME & Housing Administrator position is approved, no salary range will be associated with the classification and the position cannot be filled.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10596

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 CDBG/HOME & HOUSING ADMINISTRATOR

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

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2023 pay scale for the classification of CDBG/HOME & Housing Administrator 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 CDBG/HOME & Housing Administrator in 2023

<i>CLASS TITLE</i>	<i>BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>					
(B) ADMINISTRATIVE							
CDBG/HOME &; Housing Administrator	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87

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 effectuate and transactions described therein.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023.

☐ Disapproved on _____ based on the following objections:

Hilda Leal

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

Lydia

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF \$25,075 FROM HOUSING AUTHORITY OF THE CITY OF PUEBLO, FOR COSTS ASSOCIATED WITH THE ASPHALT OVERLAY ON SPRAGUE AVENUE, AND BUDGETING AND APPROPRIATING SAID FUNDS TO ACCOUNT PROJECT CI2309 - ROAD & STREET REPAIRS

SUMMARY:

The attached Ordinance will accept funds in the amount of \$25,075.00 from Housing Authority of the City of Pueblo to cover its share of the cost associated with asphalt overlay work on Sprague Avenue between Prairie Avenue and Alma Street. The Ordinance also budgets and appropriates those funds into account Project CI2309 - Road & Street Repairs.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

As part of its current townhome construction project, Housing Authority of the City of Pueblo performed utility upgrade work on Sprague Avenue and was obligated to perform pavement repairs on the northern half of Sprague Avenue between Alma Street and Prairie Avenue. With the recent paving project on Prairie Avenue being performed by the City's Public Works Department, the City of Pueblo was able to perform additional pavement work on this short segment of Sprague Avenue by adding it to the Prairie Avenue project scope. To avoid having to pay for unnecessary traffic control, contractor mobilization, and other project costs, Housing Authority of the City of Pueblo agreed to contribute its share of the cost in exchange for the City of Pueblo performing the additional work.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$25,075.00 will be budgeted and appropriated into project account Project CI2309 - Road & Street Repairs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve this Ordinance will prevent the City from receiving the funds from Housing Authority of the City of Pueblo.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10597

AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF \$25,075 FROM HOUSING AUTHORITY OF THE CITY OF PUEBLO, FOR COSTS ASSOCIATED WITH THE ASPHALT OVERLAY ON SPRAGUE AVENUE, AND BUDGETING AND APPROPRIATING SAID FUNDS TO ACCOUNT PROJECT CI2309 - ROAD & STREET REPAIRS

WHEREAS, as part of its current townhome construction project, Housing Authority of the City of Pueblo performed excavation work on Sprague Avenue between Alma Avenue and Prairie Avenue within the City of Pueblo and was obligated to perform pavement repairs to a portion of Sprague Avenue that was damaged by the excavation work; and,

WHEREAS, the City of Pueblo was performing paving work on Prairie Avenue, adjacent to Housing Authority's of the City of Pueblo project site, and was able to add the Housing Authority's of the City of Pueblo work to the City's project scope; and,

WHEREAS, Housing Authority of the City of Pueblo agreed to reimburse the City of Pueblo for its proportional share of the cost to repair the pavement on that segment of Sprague Avenue; NOW, THEREFORE,

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

SECTION 1.

Funds in the amount of \$25,075.00 are hereby accepted from Housing Authority of the City of Pueblo.

SECTION 2.

Accepted funds in the amount of \$25,075.00 shall be budgeted and appropriated to account Project CI2309 - Road & Street Repairs.

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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

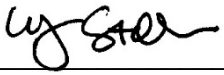
☐ Council did not act to override the Mayor's veto.

☐ 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: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A TIME EXTENSION FOR THE RECORDING OF A VACATION PLAT FOR THE BLUFFS MULTIFAMILY HOUSING DEVELOPMENT PROJECT AND AMENDING ORDINANCE NUMBER 10322 TO CONFORM THERETO

SUMMARY:

This Ordinance will extend the period allowed for recording the vacation plat approved under Ordinance No. 10322 related to the Bluffs Multifamily Housing Development project through December 31, 2024.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10322, approved on November 17, 2022, approved a vacation plat related to the development of the Bluffs Multifamily Housing Development and provided a period of one year from the date that ordinance was approved to record the associated vacation plat.

BACKGROUND:

The period granted for recording the vacation plat approved by Ordinance No. 10322 will be extended through December 31, 2024.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this Ordinance will preclude the City from being able to record the vacation plat that was approved under Ordinance No. 10322.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10598

AN ORDINANCE APPROVING A TIME EXTENSION FOR THE RECORDING OF A VACATION PLAT FOR THE BLUFFS MULTIFAMILY HOUSING DEVELOPMENT PROJECT AND AMENDING ORDINANCE NUMBER 10322 TO CONFORM THERETO

WHEREAS, Ordinance No. 10322 approved the vacation of portions of Pearl Street, Burdette Avenue, and Sumner Avenue with the condition that the vacation plat must be recorded within one year of the date of approval of said Ordinance unless a time extension is granted by an Ordinance of City Council; and

WHEREAS, the developer has requested a time extension for the period allowed to record the vacation plat through December 31, 2024; and

WHEREAS, City staff have reviewed the developer's request and do not object to the request; NOW THEREFORE,

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

SECTION 1.

Section 3 of Ordinance No. 10322 is amended to read as follows:

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded on or before December 31, 2024, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate 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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023.

☐ Disapproved on _____ based on the following objections:



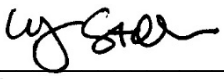
Mayor

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: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING ACCOUNT PROJECT PL2306, 8TH STREET BRIDGE REHABILITATION PROJECT, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT: BRO M086-099 (25513) IN THE AMOUNT OF \$105,000, TRANSFERRING \$26,250 FROM ACCOUNT PROJECT CI2204 TO PL2306, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$131,250 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates account Project PL2306 for the 8th Street Bridge Rehab Project, and approves an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Off-System Bridge Program Grant in the amount of \$105,000.00, transfers funds in the amount of \$26,250.00 for the required 20% match, and budgets and appropriates funds totaling \$131,250.00 for the Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance establishes the 8th Street Bridge Rehab account Project PL2306 and approves the grant agreement between the City and CDOT.

The City submitted an Off-System Bridge Program Grant for bridge repairs over Dry Creek. This bridge is a three-span structure that crosses the East Dry Creek and it was

built in 1955 with wooden piles and currently has a sufficiency rating of 67.3. The average daily traffic is 1,341. The substructure rating is 5.

This bridge is one of the City's highest priorities and has been planning its repair/rehabilitation for several years.

The repairs that will be provided include, but are not limited to:

- Cracking and settlement of asphalt
- Potholes and wide D-cracks
- Damage to approach rails
- Exposure of piles at abutment
- Cracks, spalls, and delamination of concrete pier caps
- Exposed, corroded steel reinforcement
- Erosion of embankment
- Charred timber piles
- Wide, deep checking and core rot in piles

FINANCIAL IMPLICATIONS:

The matching funds in the amount of \$26,250.00 are being transferred from account Project CI2204 to PL2306. Funds in the amount of \$131,250.00 shall be budgeted and appropriated for account Project PL2306.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the Off-System Bridge Program Grant funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. GRANT CERTIFICATION
2. Complete Draft OLA City of Pueblo (25513) 331003091 Oct 27 2023

ORDINANCE NO. 10599

AN ORDINANCE ESTABLISHING ACCOUNT PROJECT PL2306, 8TH STREET BRIDGE REHABILITATION PROJECT, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT: BRO M086-099 (25513) IN THE AMOUNT OF \$105,000, TRANSFERRING \$26,250 FROM ACCOUNT PROJECT CI2204 TO PL2306, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$131,250 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 8th Street Bridge Rehab Project PL2306, is hereby established.

SECTION 2.

The Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting with and through the Colorado Department of Transportation (CDOT), Project: BRO M086-099 (25513), 8th Street Bridge Rehab Project, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Funds in the amount of \$26,250.00 are hereby transferred from the account Project CI2204 to account Project PL2306, 8th Street Bridge Rehab Project and budgeted and appropriated for the 8th Street Bridge Rehab account Project PL2306.

SECTION 4.

Subject to encumbrances by the Colorado State Department of Transportation (CDOT), and funds from the Off-System Bridge Program Grant BRO M086-099 (25513) in the amount of \$131,250.00 are hereby budgeted and appropriated for the 8th Street Bridge Rehab Project PL2306.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 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

GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: Off-System Bridge Program Grant

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) Kelly Grisham

06/13/2023

Date

Title: PW Project Coordinator

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation			Agreement Routing Number 23-HA2-XC-00137
Local Agency CITY OF PUEBLO			Agreement Effective Date The later of the effective date or June 01, 2023
Agreement Description Structural repairs to the existing East 8th Street Bridge over Dry Creek.			Agreement Expiration Date May 31, 2033
Project # BRO M086- 099 (25513)	Region # 2	Contract Writer CM	Agreement Maximum Amount \$131,250.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY CITY OF PUEBLO _____ Signature _____ By: (Nick Gradisar, Mayor) Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____
2nd State or Local Agency Signature if Needed _____ ATTESTED BY _____ By: (Marisa Stoller, City Clerk) Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ Assistant Attorney General _____ By: (Print Name and Title) Date: _____
In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____	

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EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	
EXHIBIT N, FEDERAL TREASURY PROVISIONS	
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS	
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT	
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM	
EXHIBIT R, APPLICABLE FEDERAL AWARDS	
EXHIBIT S, PII CERTIFICATION	
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on May 31, 2033, as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant §7.E.iv. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the "Fixing America's Surface Transportation Act" (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway

Administration (“FHWA”).

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. **PURPOSE**

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**Award**” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.
- K. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. “**Effective Date**” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- M. “**Evaluation**” means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- N. “**Exhibits**” means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Scope of Work.

- ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
 - xiv. **Exhibit N**, Federal Treasury Provisions
 - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
 - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
 - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
 - xviii. **Exhibit R**, Applicable Federal Awards
 - xix. **Exhibit S**, PII Certification
 - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.
- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- V. **“Initial Term”** means the time period defined in **§2.B**.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.

- X. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“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.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.
- MM. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- NN. **“Sub-Award”** means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. **“Subcontractor”** means third parties, if any, engaged by Local Agency to aid in performance of the Work.

- PP. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- QQ. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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.
- SS. **“USDT”** The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
- b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

- c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
 - d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
 - e. Stamp the Plans as produced by a Colorado registered professional engineer.
 - f. Provide final assembly of Plans and all other necessary documents.
 - g. Ensure the Plans are accurate and complete.
 - h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.
- ii. Local Agency Work
- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.
 - (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of

construction and the resolution of construction problems that may arise during the construction of the project.

- (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.
 - (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
 - 1) Right of way acquisition (3111) for federal participation and non-participation;
 - 2) Relocation activities, if applicable (3109);
 - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and

regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency'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 Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement 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 Agreement Funds, the State's obligation to pay Local Agency 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 Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.C.
- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with §2.C.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in §9.A.).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in §7.A. and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency'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 Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency 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 Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed.** Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

- iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency’s risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency’s non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient’s previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient’s operations, in which failure could impact the Subrecipient’s ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient’s financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient’s non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency’s completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency’s performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency’s submission to the State of all deliverables defined in this Agreement, and Local Agency’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency’s failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency 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 Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. **LOCAL AGENCY RECORDS**

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency 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. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency'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, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency 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 Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency 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.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall

ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

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:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

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.

iv. Protected Information (this insurance requirement only applies if the Subcontractor has or will have access to State Confidential Information)

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance (this insurance requirement only applies if the Subcontractor is providing professional services including but not limited to engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service)

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protected consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
- C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.
- D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.
- E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.
- F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. **BREACH**

- A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.
- B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B**, shall have all of the remedies listed in this **§14.A**, in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party's principal representative at the address set forth below or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Don Scanga, Local Agency Coordinator
CDOT, Region 2
5615 Wills Blvd.
Pueblo, CO 81008
719-621-8340
donald.scanga@state.co.us

For the Local Agency

City of Pueblo
Kelly Grisham, Senior Planner
211 East D Street
Pueblo, CO 81003
719-553-2254
kgrisham@pueblo.us

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from,

or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

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.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. 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.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, 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.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

- i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.
- iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

21. **COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts. Contractor refers to Local Agency.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor 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 Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. 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 Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions.

Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K, Exhibit M, Exhibit N and Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G and Exhibit E**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

EXHIBIT A
SCOPE OF WORK

Name of Project: Pueblo 8th Street Bridge Rehab
Project Number: BRO M086-099
SubAccount #: 25513

The local agency shall be responsible for structural repairs to the existing East 8th Street Bridge over Dry Creek (PUE8TH-0.2-UTIC).

If ARPA funds are used, all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	Original Agreement #	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT C FUNDING PROVISIONS**City of Pueblo: BRO M086-099 (25513)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$131,250.00, which is to be funded as follows:

1. FUNDING		
BRO M086-099 (25513)		
a. Federal Funds (80% of BRO Award)		\$105,000.00
b. Local Agency Funds (20% of Award)		\$26,250.00
TOTAL FUNDS ALL SOURCES		\$131,250.00
2. OMB UNIFORM GUIDANCE		
a. Federal Award Identification Number (FAIN):		TBD
b. Name of Federal Awarding Agency:		FHWA
c. Local Agency Unique Entity Identifier		NJK3BNUDRHJ7
d. Assistance Listing # Highway Planning and Construction		ALN 20.205
e. Is the Award for R&D?		No
f. Indirect Cost Rate (if applicable)		N/A
g. Amount of Federal Funds Obligated by this Action:		\$0.00
h. Amount of Federal Funds Obligated to Date (including this Action):		\$0.00
3. ESTIMATED PAYMENT TO LOCAL AGENCY		
a. Federal Funds Budgeted		\$105,000.00
b. Less Estimated Federal Share of CDOT-Incurred Costs		\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	80%	\$105,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	20%	\$26,250.00
TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$105,000.00
4. FOR CDOT ENCUMBRANCE PURPOSES		
a. Total Encumbrance Amount (Federal funds + Local Agency funds)		\$131,250.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109		\$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		\$131,250.00
WBS Element 25513.10.30	Performance Period Start*/End Date TBD-TBD	Design 3020 \$0.00
WBS Element 25513.20.10	Performance Period Start*/End Date TBD-TBD	Const. 3301 \$0.00

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the \$131,250.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$131,250.00, and additional federal funds are available for the Work, the Local Agency shall pay 20% of all such costs eligible for federal funding and 100% of all other costs. If additional federal funds are not available, the

Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$131,250.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$105,000.00. For CDOT accounting purposes, the federal funds of \$105,000.00 and the Local Agency funds of \$26,250.00 will be encumbered for a total encumbrance of \$131,250.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E-**Local Agency Contract Administration Checklist**

COLORADO DEPARTMENT OF TRANSPORTATION			
LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. BRO M086-099	STIP No. SR27001.033	Project Code 25513	Region 2
Project Location Pueblo 8th Street Bridge Rehab			Date 5/3/2023
Project Description Pueblo 8th Street Bridge Rehab			
Local Agency Pueblo 8th Street Bridge Rehab	Local Agency Project Manager Kelly Grisham		
CDOT Resident Engineer Lachelle Davis	CDOT Project Manager Don Scanga		
INSTRUCTIONS: This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the <i>CDOT Local Agency Desk Reference (Local Agency Manual)</i>. LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource. The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve. Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist. Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.			

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		TIP / STIP AND LONG-RANGE PLANS		
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		x
		FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
	4.1	Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). <i>Please write in "NA", if Not Applicable.</i>		x
		PROJECT DEVELOPMENT		
1	5.1	Prepare Design Data - CDOT Form 463	x	x
	5.2	Determine Delivery Method	x	
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		x
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement - Project Development - Construction Contract Administration (including Fabrication Inspection Services)	x x	#
3,3A	5.5	Conduct Design Scoping Review Meeting	x	
3,6	5.6	Conduct Public Involvement	x	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	X	
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
3	5.10	Obtain Utility and Railroad Agreements	X	#
3	5.11	Conduct Final Office Review (FOR)	X	
3A	5.12	Justify Force Account Work by the Local Agency	X	#
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	#
3	5.14	Document Design Exceptions - CDOT Form 464	X	#
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	X	
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	X	
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	X	
	5.21	Ensure Authorization of Funds for Construction		X
	5.22	Use Electronic Signatures	X	X
	5.23	File Project Development Records/Documentation in ProjectWise		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE				
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office).		X
	6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☐ is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Lachelle Davis 5/30/2023 _____ CDOT Resident Engineer Date		X
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable		X
	6.4	Enforce Prompt Payment Requirements	X	#
	6.5	Use Electronic Tracking and Submission Systems – B2GNow ☒ LCPtracker ☒	X	#
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	X	#
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS				
Federal Project (use 7.1 series in Chapter 7) ☒ Non-Federal Project (Use 7.2 series in Chapter 7) ☐				
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks;	X	
7		Advertise for Bids	X	
7		Concurrence to Advertise		X
7		Distribute "Advertisement Set" of Plans and Specifications	X	
7		Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad	X	
7		Open Bids	X	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (Please write in "NA", if Not Applicable)		X
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. "NA", if Not Applicable.		X
		Submit required documentation for CDOT award concurrence	X	#
		Concurrence from CDOT to Award		X
		Approve Rejection of Low Bidder		X
7,8		Award Contract (federal)	X	#

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
8		Provide "Award" and "Record" Sets of Plans and Specifications (federal)	x	
		CONSTRUCTION MANAGEMENT		
8	Intro	File Project Construction Records/Documentation in ProjectWise or as directed	x	
8	8.1	Issue Notice to Proceed to the Contractor	x	
8	8.2	Project Safety	x	
8	8.3	Conduct Conferences:		
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications	x	
		Pre-survey • Construction staking • Monumentation	x x	
		Partnering (Optional)	x	#
		Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)	x	
		Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	x	
		HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	x	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	x	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Charles Roy <u>719-553-2771</u> Local Agency Professional Engineer or CDOT Resident Engineer Phone number	x	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	x	
		Construction inspection and documentation (including projects with structures)	x	
		Fabrication inspection and documentation	x	
9	8.6	Review and Approve Shop Drawings	x	#
9	8.7	Perform Traffic Control Inspections	x	
9	8.8	Perform Construction Surveying	x	
9	8.9	Monument Right-of-Way	x	
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task. Kelly Grisham <u>719-553-2254</u> Local Agency Representative Phone number	x	
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	x	
9B	8.12	Prepare and Authorize Change Orders	x	#
9B	8.13	Submit Change Order Package to CDOT	x	
9A	8.14	Prepare Local Agency Reimbursement Requests	x	
9	8.15	Monitor Project Financial Status	x	#
9	8.16	Prepare and Submit Monthly Progress Reports	x	
9	8.17	Resolve Contractor Claims and Disputes	x	#
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Don Scanga <u>719-553-5434</u> CDOT Resident Engineer Phone number		x
9	8.19	Ongoing Oversight of DBE Participation	x	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		MATERIALS		
9,9C	9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	x	
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	x x	x
9C	9.3	Perform Project Acceptance Samples and Tests	x	
9C	9.4	Perform Laboratory Acceptance Tests	x	
9C	9.6	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	x x x x	# #
9C	9.6	Approve Sources of Materials	x	
9C	9.7	Independent Assurance Testing (IAT) Local Agency Procedures ☐ CDOT Procedures ☒ • Generate IAT schedule • Schedule and provide notification • Conduct IAT	x x	x
9C	9.8	Approve mix designs • Concrete • Hot mix asphalt	x x	# #
9C	9.9	Check Final Materials Documentation	x	#
9C	9.10	Complete and Distribute Final Materials Documentation	x	#
		CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE		
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	x	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 - Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	x	#
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	x	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	x	
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. • Complete CDOT Form 1337 - Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 - OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	x x x	
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training reqmts.)	x	#
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	x	
	10.8	Contract Compliance and Project Site Reviews		x
		FINALS		
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable		x
10	11.2	Write Final Project Acceptance Letter	x	
10	11.3	Advertise for Final Settlement	x	
11	11.4	Prepare and Distribute Final As-Constructed Plans	x	
11	11.5	Prepare EEO Certification and Collect EEO Forms	x	#
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	x	#

LA WK	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	x	#
	11.8	Review CDOT Form 1419		x
	11.9	Submit CDOT Professional Services Closeout Report Form	x	
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)		x
11	11.11	Process Final Payment		x
	11.12	Close out Local Project	x	
	11.13	Complete and Submit CDOT Form 950 - Project Closure		x
11	11.14	Retain Project Records	x	x
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	x	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office

CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency

upon request: Business Programs Office

Colorado Department of Transportation

2829 West Howard Place Denver,

Colorado 80204

Phone: (303) 757-9007

REQUIRED BY 49 CFR
PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,

- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority consultants.
8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, 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.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

**State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. “Award” means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1.** Grants;
- 1.1.2.** Contracts;
- 1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4.** Loans;
- 1.1.5.** Loan Guarantees;
- 1.1.6.** Subsidies;
- 1.1.7.** Insurance;
- 1.1.8.** Food commodities;
- 1.1.9.** Direct appropriations;
- 1.1.10.** Assessed and voluntary contributions; and
- 1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

- 1.1.12.** Technical assistance, which provides services in lieu of money;
- 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14.** Any award classified for security purposes; or
- 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. “Contract” means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpartC;

- 1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2.** A foreign public entity;
- 1.5.3.** A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in SAM.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT		Date:	
Name of Entity (Subrecipient):			
Name of Project / Program:			
Estimated Award Period:			
Entity Executive Director or VP:			
Entity Chief Financial Officer:			
Entity Representative for this Self Assessment:			
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		Yes	No
		N/A	
EXPERIENCE ASSESSMENT		Yes	No
		N/A	
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐
2	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	☐	☐
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐
MONITORING/AUDIT ASSESSMENT		Yes	No
		N/A	
4	Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	☐	☐
5 a)	Were there non-compliance issues in this prior review?	☐	☐
5 b)	What were the number and extent of issues in prior review?	☐ 1 to 2	☐ >3
OPERATION ASSESSMENT		Yes	No
		N/A	
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>	☐	☐
FINANCIAL ASSESSMENT		Yes	No
		N/A	
7 a)	Does your entity have an indirect cost rate that is approved and current?	☐	☐
7 b)	If Yes, who approved the rate, and what date was it approved?		
8	Is this grant/award 10% or more of your entity's overall funding?	☐ >10%	☐ <10%
9	Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.	☐	☐
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?		

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	☐	☐	☐

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	☐	☐	☐
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	☐	☐	☐
Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.			
☐ By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.			


Tool Version:
v2.0 (081816)

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

**Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and
Audit Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 1.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
- 1.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
- 1.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 1.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
- 1.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
- 1.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
- 1.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
- 1.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
- 1.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

- 1.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 2. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3. Procurement Standards.**
- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,
§§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient’s fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government

Accountability Office.

- 5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

- 6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

- 6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (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”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection

Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAMExclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

8. Effective Date. The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

9. Performance Measurement. The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served

- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage

- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously

lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs
- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient Unique Entity ID;
 - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
 - 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over \$10 million:
 - 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

- 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
 - 8.1.3.8.2. Whether the project prioritizes local hires.
 - 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Contract with the Enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - i. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- v. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”

14. Debts Owed the Federal Government.

- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;

- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractorsto adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:

<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:			Agreement No:	
Project Title:			Project No:	
Project Duration:	To:		From:	
State Agency:	CDOT			

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Local Agency

Date

CDOT Program Manager

Date

EXHIBIT R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓

EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A DEFERRED IMPROVEMENTS AGREEMENT BETWEEN INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS INCIDENTAL TO A REARRANGEMENT OF PROPERTY BOUNDARIES AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a Deferred Improvements Agreement between InhabX, LLC and the City of Pueblo related to the construction of required public improvements along Pearl Street incident to submission of an application for a rearrangement of property boundaries.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

InhabX, LLC is the owner of properties in the Delavan Place Subdivision and has filed an application for the rearrangement of the property boundaries to combine the existing parcels into one single parcel. In order to ensure the required public improvements for the newly-created lot are installed in a timely manner, the Director of Public Works has conditioned the approval of the rearrangement plat upon InhabX, LLC entering into a Deferred Improvements Agreement with the City which requires the construction of all required public improvements within 180 days of the issuance of a Building Permit or prior to the issuance of a Certificate of Occupancy, whichever occurs first.

FINANCIAL IMPLICATIONS

If InhabX, LLC (or a subsequent property owner) performs its obligations under the

proposed Agreement, there will be no financial implication to the City. Should InhabX fail to comply with the terms and conditions of the Agreement, the City of Pueblo may construct the required public improvements at its expense and recover the construction costs through the assessment of a lien against the property.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failing to approve this Ordinance will prevent the City from being able to enter into the Deferred Improvements Agreement with InhabX.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Bluffs Deferred Improvements Agreement (231108)

ORDINANCE NO. 10600

AN ORDINANCE APPROVING A DEFERRED IMPROVEMENTS AGREEMENT BETWEEN INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS INCIDENTAL TO A REARRANGEMENT OF PROPERTY BOUNDARIES AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Deferred Improvements Agreement ("Agreement") by and between InhabX, 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 an Agreement for and on behalf of the City Pueblo and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 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

DEFERRED IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between the CITY OF PUEBLO, a Municipal Corporation, hereinafter referred to as “City” and InhabX, LLC, a Colorado limited liability company, and Bluffs Opportunity Zone Business, LLC, a Colorado limited liability company, hereinafter referred to collectively as “Property Owners.” Hereinafter, City and Property Owners may be referred to individually as “Party” or collectively as “Parties”.

WHEREAS, Property Owners are the owners of certain properties situated in the City of Pueblo, County of Pueblo, Colorado, which upon recording of the plat of Rearrangement of Property Boundaries RPB-22-08 will have the legal description as listed in Exhibit “A”, which is attached and incorporated herein (hereinafter referred to as the “Property”); and

WHEREAS, pursuant to the provisions of Chapter 4 of Title XII of the Pueblo Municipal Code, Property Owners have requested and City has authorized approval of Property Owners’ application RPB-22-08 rearrangement of property boundaries (“Rearrangement Plat”) subject to Property Owners entering into a deferred improvement agreement for the construction of required public improvements as herein set forth;

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants and agreements, the City and Property Owners agree as follows:

1. City and Property Owners have attempted by the attached Exhibit B and approved construction plans and documents on file in the office of the City’s Director of Public Works to describe all Required Public Improvements to be constructed and installed by Property Owners as a condition of approval of the Rearrangement Plat (herein the “Required Public Improvements”).

2. The following shall be applicable with respect to all Required Public Improvements:

a. If the Required Public Improvements are constructed and installed within ten (10) years from the date hereof, or within a five year extension if granted in writing by the Director of Public Works (“Director”), then Chapter 4, Title XII of the Pueblo Municipal Code and the standards and specifications approved by the City Council and interpreted as of the date hereof shall control, unless adherence to a more recent standard does not require significant engineering modifications or major revisions to the plans and documents. For the purposes of this subsection, a major revision is defined as, but not necessarily limited to the relocation or re-alignment of any curb and gutter, sanitary sewer, storm sewer, manholes or storm inlets, or the change of size or type of sewer mains, inlets, curb and gutter or sidewalk.

b. If the Required Public Improvements are constructed and installed after ten (10) years from the date hereof, or after a five-year extension if granted in writing by the Director, then Chapter 4, Title XII of the Pueblo Municipal Code and the standards and specifications approved by the City Council and interpreted as of the date the Required Public Improvements are constructed and installed shall control.

c. If Chapter 4 of Title XII and/or the standards and specifications approved by the City Council are modified or amended to conform with the requirements of federal or state law, rules or regulations prior to the construction and installation of the Required Improvements, they shall control as so modified and amended unless contracts have been issued for this work prior to the regulations changing.

3. Property Owners shall construct and install, at its sole cost and expense, the Required Public Improvements prior to issuance of a Certificate of Occupancy for any structure on the Property, (“Deferral Period”).

4. All improvements installed shall be subject to inspection and acceptance by the City. Any installed work that does not meet the applicable standards will not be accepted. All work shall be performed by a contractor (or contractors) properly licensed to perform such work within the City of Pueblo.

5. Unless otherwise approved by the Director, all Required Public Improvements shall be installed within the public right-of-way. If any permanent or temporary easement is necessary to accommodate the construction, operation, or maintenance of Required Public Improvements upon property owned by the Property Owner, Property Owners agree to grant an easement of sufficient size and configuration for such purposes to the City.

6. Upon failure, refusal, or neglect of the Property Owners or subsequent owners of the Property to construct or install such Required Public Improvements within the Deferral Period and after 60 days written notification, the Director may cause the same to be constructed by a third-party contractor. In such case, the Director shall prepare a statement showing the whole cost of such construction, including an amount not to exceed fifteen percent (15%) additional for costs of inspection, administration, and other incidentals, and shall initiate proceedings to cause the same to be assessed against the Property including all collection remedies under 12-3-30(c), P.M.C., which the parties stipulate, acknowledge and agree shall be applicable to collection of such costs.

7. During any period of time after the Deferral Period in which any Required Public Improvements are not constructed and installed or, if constructed by City under above Paragraph 6, during any period of time the amounts owed the City under Paragraph 6 above remain unpaid, no building permit or certificate of occupancy may be issued or approved with respect to any building or structure upon or within the Property.

8. This Agreement shall extend to and be binding upon the heirs, personal representatives, administrators, successors, and permitted assigns of the respective Parties. This Agreement shall be recorded in the office of the County Clerk and Recorder of Pueblo County, Colorado, and shall constitute an agreement running with the land and may be specifically enforced by City. All recording fees for this Agreement and related documents will be paid by the Property Owners.

****SIGNATURE PAGES FOLLOW****

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first written above.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By _____
Nicholas A. Gradisar, Mayor

ATTEST:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023

by _____.

Witness my hand and official seal. My commission expires: _____.

[S E A L]

Notary Public

INHABX, LLC

By _____
[Name, Title]

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023

by _____.

Witness my hand and official seal. My commission expires: _____.

[S E A L]

Notary Public

BLUFFS OPPORTUNITY ZONE BUSINESS, LLC

By _____
[Name, Title]

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023

by _____.

Witness my hand and official seal. My commission expires: _____.

[S E A L]

Notary Public

EXHIBIT A – LEGAL DESCRIPTION

Parcel A of Delavan Place Rearrangement of Property Boundaries (RPB-22-08).

THE BLUFFS IMPROVEMENTS AGREEMENT EXHIBIT "B"

ENGINEER'S ESTIMATE OF COST - RAPTOR CIVIL ENGINEERING					
PROJECT NAME:		The Bluffs - Exhibit B			
DATE	8/10/2023	BY	ERIC BURTZLAFF, PE		
PUBLIC IMPROVEMENTS					
ITEM		QUANTITY	TYPE	UNIT COST	COST
IMPROVEMENTS					
30" Curb Gutter		1120	LF	\$75	\$84,000
Sidewalk		470	SY	\$100	\$47,000
Handicap Ramp (includes banding)		7	EA	\$5,000	\$35,000
Concrete V Pans		80	SY	\$60	\$4,800
Signage (Stop Signs)		5	EA	\$300	\$1,500
Street Lights		2	EA	\$1,500	\$3,000
Asphalt Paving (per Geotechnical report)		2125	SY	\$60	\$127,500
SANITARY SEWER					
Sanitary Sewer Main		0	LF	\$50	\$0
Services		1	EA	\$1,000	\$1,000
48" Diameter Sanitary Sewer Manhole		1	EA	\$5,000	\$5,000
WATER					
Water Main 8"		360	LF	\$50	\$18,000
General Utility Street Cuts/Taps		2	EA	\$5,000	\$10,000
Fire Hydrant		2	EA	\$3,500	\$7,000
Fire Hydrant Lateral (Ductile Iron)		50	LF	\$50	\$2,500
Fire Hydrant Valve		2	EA	\$300	\$600
STORM/DRAINAGE					
24" HP Storm Pipe		270	LF	\$100	\$27,000
60" Diameter Manhole		2	EA	\$7,500	\$15,000
10' Type R Inlet		2	EA	\$7,500	\$15,000
			TOTAL COST		\$403,900

NOTE: All costs shown hereon shall be reviewed by a licensed contractor for formal bid. This estimate is for informational purposes only and not intended to be a bid

THE BLUFFS IMPROVEMENTS AGREEMENT EXHIBIT "B"

PROJECT NAME: THE BLUFFS

DEVELOPER: OREAMNOS DEVELOPMENT

ENGINEER: RAPTOR CIVIL ENGINEERING

TOTAL PROJECT: \$403,900

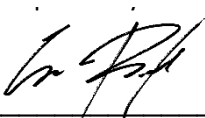
This is an estimate only.
Actual construction costs
may vary.

PREPARED BY: E. BURTZLAFF

FIRM: RAPTOR CIVIL ENGINEERING

The undersigned hereby certifies that (i) the Required Public Improvements shown hereon and on the Plans and Specifications therefore constitute all of the public improvements required to be installed and constructed for the Subdivision by Chapter 4, Title XII of the Pueblo Municipal Code and the standards and specifications approved by City Council, (ii) the quantities necessary to construct the Required Public Improvements and (iii) the unit prices shown hereon are the most current unit prices provided by the City of Pueblo.





Professional Engineer

8/10/2023

Date

REVIEWED BY: _____
City of Pueblo

Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 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 OF THE CITY COUNCIL OF THE CITY OF PUEBLO, COLORADO, AMENDED TITLE V OF THE PUEBLO MUNICIPAL CODE, REGARDING ELECTIONS

SUMMARY:

The following ordinance updates and amends the election code to bring it up to date and in line with state standards.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The election of the position of Mayor requires that a candidate receive over 50% of the vote in the initial November election or face a run off of the top two candidates in January. Previously, this run off election and other elections have been coordinated and held by Pueblo County, but the County has stated they are unable to hold an upcoming run off election, should it be necessary, requiring that the City to host its own election. This prompted a review of the City's election code, which was found to be fairly out of date in a variety of ways, necessitating this update.

FINANCIAL IMPLICATIONS:

There are some increases to the cost of payment of election judges that bring them up to modern day standards as required by federal law.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City Council can choose not to approve the ordinance, which would leave contradictions with the state law and possibly open the City up to potential voter disenfranchisement lawsuits.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. 10601

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PUEBLO, COLORADO, AMENDING TITLE V OF THE PUEBLO
MUNICIPAL CODE, REGARDING ELECTIONS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 2 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-1. – Definitions.

* * *

(17) *Mail ballot election* means an election for which [eligible registered electors] **active voters** may cast ballots by mail and, in accordance with this Title, in a regular or special municipal election.

* * *

(20) *Secrecy envelope* means the envelope used for a mail ballot election that contains the eligible elector's ballot for the election **and instructions for voting** and that is designed to conceal and maintain the confidentiality of the elector's vote until the counting of votes for that particular election.

SECTION 2.

Section 9 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-9. – Special elections.

Special elections may be held on any Tuesday designated by the City Council, except within ninety (90) days next preceding a regular election; provided that [where voting machines are used,] no special election shall be held within the period of time beginning on the sixtieth (**60th**) day preceding a primary election and ending on the sixtieth (**60th**) day after a general election unless such special election shall be held in conjunction with and on the day of a primary or general election. No special election shall be called within [thirty (30)] **thirty-two (32)** days before the date of a primary or general election. Special elections shall be conducted as nearly as practicable in the same manner as regular elections.

SECTION 3.

Section 12 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-12. – [Reserved.] Colorado municipal election laws enacted.

City elections shall be governed by the Colorado municipal election laws as now existing or hereafter amended or modified, except as otherwise provided herein, or by ordinance hereafter enacted.

SECTION 4.

Section 13 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-13. – Qualifications of municipal electors.

(a) Qualifications.

* * *

(3) He or she shall have resided in the City and in the municipal election precinct for not less than [twenty-nine (29)] **twenty-two (22)** days immediately preceding the election at which he or she offers to vote. [An otherwise qualified and registered elector who moves from the municipal election precinct where registered to another precinct within the City within the twenty-nine (29) days prior to any regular or special municipal election shall be permitted to cast his or her ballot for such election at the polling place in the precinct where registered.]

(b) Exceptions.

[(1)] No person [confined in any public prison shall be entitled to register or to vote at any regular or special municipal election] **serving a sentence of incarceration or detention for a felony conviction may register to vote or cast a vote.** Every person who was a qualified elector prior to such imprisonment, and who was released **on parole**, by pardon or by having served his or her full term of imprisonment, shall be vested with all the rights of citizenship except as otherwise provided in the Constitution.

[(2)] No person who is under guardianship, non-compos mentis, or insane shall be entitled to register or to vote at any regular or special municipal election.]

SECTION 5.

Section 16 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-16. – City Clerk as deputy county clerk.

The City Clerk, or any deputy or assistant clerk employed in the office of the City Clerk, may serve as a deputy county clerk for purposes of registration only. The City Clerk [shall] **may** register any qualified elector residing in any precinct in the County who shall appear in person at his or her office at any time during which registration is permitted in the office of the County Clerk[, up to and including twenty-nine (29) days preceding any municipal election]. The City Clerk shall deliver the new registration sheets to the office of the County Clerk either in person or by certified mail on or before the fifteenth day of each month, and in person on the day following the last day for registration preceding any election for which registration is required.

SECTION 6.

Section 17 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-17. – Registration list.

Not later than the **fifth** day preceding any municipal election, the City Clerk shall obtain from the County Clerk a complete copy of the list of the registered electors of each municipal election precinct which is involved in such municipal election. The registration list for each municipal election precinct shall contain, in alphabetical order, the names and addresses of all electors residing within the municipal election precinct whose names appeared on the county registration books at the close of business on the [twenty-ninth] **twenty-second** day preceding the municipal election.

SECTION 7.

Section 30 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-30. – Judges of election.

Judges of election shall be appointed by the [Board of Elections] **City Clerk and ratified by the Board of Elections** and shall serve for such terms as is deemed expedient within the discretion of the board, which may terminate any such term at its pleasure. Each judge shall be a registered elector of the [precinct in which he or she is appointed to serve unless it is deemed a hardship within the discretion of the Board of Elections for this requirement to be met in the] **State of Colorado**. A judge shall be at least eighteen (18) years of age, and for purposes of this Chapter, any judge who is eighteen (18) years of age or older shall have the power to administer oaths. The Clerk shall make and file in his or her office a list of all persons so appointed, giving their names, addresses and precincts. Such list shall be a public record and shall be subject to inspection and examination by any qualified elector with the right to make copies thereof.

SECTION 8.

Section 31 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-31. – Number of judges.

[In each precinct the] **The** Board of Elections shall appoint [not less than] **a minimum of** three (3) judges of election, **and any additional judges as necessary**. [provided that in each precinct where more than (1) voting machine is used, the Board of Elections may appoint one (1) additional judge for each additional voting machine used in the precinct.]

SECTION 9.

Section 36 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-36. – Oath of judges and clerks.

(a) Before any votes are taken at any municipal election, the judges of the election shall severally take an oath or affirmation in the following form:

"I, _____, do solemnly swear (or affirm) that I am a citizen of the United States and the State of Colorado; that I am a registered elector in [Municipal Precinct No. _____ in the City of Pueblo,] Colorado, that I will perform the duties of judge according to law and the best of my ability; that I will studiously endeavor to prevent fraud, deceit and abuse in conducting the same; that I will not try to ascertain how any elector voted if, in the discharge of my duties as judge such knowledge shall come to me, unless called upon to disclose the same before some court; and that I will not disclose the result of the votes until the polls have closed."

(b) The judges of the election may administer the oaths or affirmations to each other. Each judge shall record and sign any such oaths or affirmations administered by him or her and shall attach the record to the poll book.

SECTION 10.

Section 37 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-37. – Compensation of judges and board of elections.

[(a) The judges of election shall each receive sixty dollars (\$60.00) in full compensation for their services as judges at such election, except that election judges at the Absent Voters' Precinct shall receive fifty dollars (\$50.00) per day in full compensation for their services prior to the day of election and sixty dollars (\$60.00) in full compensation for their services on election day.]

[(b)] The members of the Board of Elections, except for the City Clerk, shall each receive **compensation determined by Ordinance** [fifteen dollars (\$15.00) in compensation] for attending each meeting of the Board of Elections[; provided, however, that on any municipal election day, members of the Board of Elections, except for the City Clerk, shall receive sixty dollars (\$60.00) each in full compensation for their services at such election]. The City Clerk shall not receive any additional compensation beyond that provided for in Title VI of this Code for service as a member of the Board of Elections.

SECTION 11.

Section 38 of Chapter 1 of Title V of the Pueblo Municipal Code is deleted in its entirety and reserved.

SECTION 12.

Section 45 of Chapter 1 of Title V of the Pueblo Municipal Code is deleted in its entirety and reserved.

SECTION 13.

Section 47 of Chapter 1 of Title V of the Pueblo Municipal Code is deleted in its entirety and reserved.

SECTION 14.

Section 48 of Chapter 1 of Title V of the Pueblo Municipal Code is deleted in its entirety and reserved.

SECTION 15.

Section 55 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-55. – Cards of instruction.

The Clerk shall furnish to the judges of election [of each precinct] a sufficient number of instruction cards for the guidance of voters in preparing their ballots. The election judges shall post at least one (1) card in each polling place upon the day of election. Such card shall be printed in large, clear type, and shall contain full instructions to the voter as to what should be done[:

- (1) To obtain admission to the voting machine for voting;
- (2) To operate the voting machine; and
- (3) To obtain assistance in operating the voting machine].

SECTION 16.

Section 90 of Chapter 1 of Title V of the Pueblo Municipal Code is repealed in its entirety, reserved, and reenacted as Section 25 of Chapter 1 of Title V of the Pueblo Municipal Code to read as follows:

Sec. 5-1-25. – Write-in candidate affidavits.

No write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed with the City Clerk by the person whose name is written in not less than [thirty (30)] **sixty-four (64)** days prior to the day of the election. The affidavit of intent shall indicate that such person desires the office and is qualified to assume the duties of that office if elected.

SECTION 17.

Section 115 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-115. – Returns; canvass.

* * *

(b) The Board of Elections shall meet as a canvassing board, no later than the [seventh] **tenth (10th)** day after each City election, and canvass the result thereof.

SECTION 18. Section 1 of Chapter 3 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-3-1. – Option to hold mail ballot elections.

[Upon recommendation of] **Excluding coordinated elections conducted by the County, and unless otherwise recommended by** the Board of Elections, [the City Council may authorize and direct by resolution or ordinance that any] **all City of Pueblo** regular or special municipal elections **shall** be conducted as [a] mail ballot elections.

SECTION 19. Section 3 of Chapter 3 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-3-3. – Mayoral runoff elections.

* * *

(g) In the event of the death, disqualification or withdrawal of either of the two (2) runoff Mayoral candidates prior to the [mailing] **printing** of ballots for the runoff election, the name of the candidate who received the third greatest number of votes for the Office of Mayor in the municipal election shall be substituted and shall appear on the runoff election ballot. In such event, notice of any substitution of a runoff Mayoral candidate shall be publicly noticed.

SECTION 20.

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.

SECTION 21.

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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023.

☐ Disapproved on _____ based on the following objections:



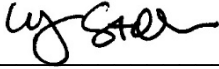
Mayor

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PUEBLO, COLORADO, AMENDING TITLE V OF THE PUEBLO
MUNICIPAL CODE, REGARDING ELECTIONS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

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(20) *Secrecy envelope* means the envelope used for a mail ballot election that contains the eligible elector's ballot for the election **and instructions for voting** and that is designed to conceal and maintain the confidentiality of the elector's vote until the counting of votes for that particular election.

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SECTION 4.

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(a) Qualifications.

* * *

(3) He or she shall have resided in the City and in the municipal election precinct for not less than [twenty-nine (29)] **twenty-two (22)** days immediately preceding the election at which he or she offers to vote. [An otherwise qualified and registered elector who moves from the municipal election precinct where registered to another precinct within the City within the twenty-nine (29) days prior to any regular or special municipal election shall be permitted to cast his or her ballot for such election at the polling place in the precinct where registered.]

(b) Exceptions.

[(1)] No person [confined in any public prison shall be entitled to register or to vote at any regular or special municipal election] **serving a sentence of incarceration or detention for a felony conviction may register to vote or cast a vote.** Every person who was a qualified elector prior to such imprisonment, and who was released **on parole**, by pardon or by having served his or her full term of imprisonment, shall be vested with all the rights of citizenship except as otherwise provided in the Constitution.

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Judges of election shall be appointed by the [Board of Elections] **City Clerk and ratified by the Board of Elections** and shall serve for such terms as is deemed expedient within the discretion of the board, which may terminate any such term at its pleasure. Each judge shall be a registered elector of the [precinct in which he or she is appointed to serve unless it is deemed a hardship within the discretion of the Board of Elections for this requirement to be met in the] **State of Colorado**. A judge shall be at least eighteen (18) years of age, and for purposes of this Chapter, any judge who is eighteen (18) years of age or older shall have the power to administer oaths. The Clerk shall make and file in his or her office a list of all persons so appointed, giving their names, addresses and precincts. Such list shall be a public record and shall be subject to inspection and examination by any qualified elector with the right to make copies thereof.

SECTION 8.

Section 31 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-31. – Number of judges.

[In each precinct the] **The** Board of Elections shall appoint [not less than] **a minimum of three (3) judges of election, and any additional judges as necessary.** [provided that in each precinct where more than (1) voting machine is used, the Board of Elections may appoint one (1) additional judge for each additional voting machine used in the precinct.]

SECTION 9.

Section 36 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-36. – Oath of judges and clerks.

(a) Before any votes are taken at any municipal election, the judges of the election shall severally take an oath or affirmation in the following form:

"I, _____, do solemnly swear (or affirm) that I am a citizen of the United States and the State of Colorado; that I am a registered elector in [Municipal Precinct No. _____ in the City of Pueblo,] Colorado, that I will perform the duties of judge according to law and the best of my ability; that I will studiously endeavor to prevent fraud, deceit and abuse in conducting the same; that I will not try to ascertain how any elector voted if, in the discharge of my duties as judge such knowledge shall come to me, unless called upon to disclose the same before some court; and that I will not disclose the result of the votes until the polls have closed."

(b) The judges of the election may administer the oaths or affirmations to each other. Each judge shall record and sign any such oaths or affirmations administered by him or her and shall attach the record to the poll book.

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Section 37 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-37. – Compensation of judges and board of elections.

[(a) The judges of election shall each receive sixty dollars (\$60.00) in full compensation for their services as judges at such election, except that election judges at the Absent Voters' Precinct shall receive fifty dollars (\$50.00) per day in full compensation for their services prior to the day of election and sixty dollars (\$60.00) in full compensation for their services on election day.]

[(b)] The members of the Board of Elections, except for the City Clerk, shall each receive **compensation determined by Ordinance** [fifteen dollars (\$15.00) in compensation] for attending each meeting of the Board of Elections[; provided, however, that on any municipal election day, members of the Board of Elections, except for the City Clerk, shall receive sixty dollars (\$60.00) each in full compensation for their services at such election]. The City Clerk shall not receive any additional compensation beyond that provided for in Title VI of this Code for service as a member of the Board of Elections.

SECTION 11.

Section 38 of Chapter 1 of Title V of the Pueblo Municipal Code is deleted in its entirety and reserved.

SECTION 12.

Section 45 of Chapter 1 of Title V of the Pueblo Municipal Code is deleted in its entirety and reserved.

SECTION 13.

Section 47 of Chapter 1 of Title V of the Pueblo Municipal Code is deleted in its entirety and reserved.

SECTION 14.

Section 48 of Chapter 1 of Title V of the Pueblo Municipal Code is deleted in its entirety and reserved.

SECTION 15.

Section 55 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-55. – Cards of instruction.

The Clerk shall furnish to the judges of election [of each precinct] a sufficient number of instruction cards for the guidance of voters in preparing their ballots. The election judges shall post at least one (1) card in each polling place upon the day of election. Such card shall be printed in large, clear type, and shall contain full instructions to the voter as to what should be done[:

- (1) To obtain admission to the voting machine for voting;
- (2) To operate the voting machine; and
- (3) To obtain assistance in operating the voting machine].

SECTION 16.

Section 90 of Chapter 1 of Title V of the Pueblo Municipal Code is repealed in its entirety, reserved, and reenacted as Section 25 of Chapter 1 of Title V of the Pueblo Municipal Code to read as follows:

Sec. 5-1-25. – Write-in candidate affidavits.

No write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed with the City Clerk by the person whose name is written in not less than [thirty (30)] **sixty-four (64)** days prior to the day of the election. The affidavit of intent shall indicate that such person desires the office and is qualified to assume the duties of that office if elected.

SECTION 17.

Section 115 of Chapter 1 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-1-115. – Returns; canvass.

* * *

(b) The Board of Elections shall meet as a canvassing board, no later than the [seventh] **tenth (10th)** day after each City election, and canvass the result thereof.

SECTION 18. Section 1 of Chapter 3 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-3-1. – Option to hold mail ballot elections.

[Upon recommendation of] **Excluding coordinated elections conducted by the County, and unless otherwise recommended by** the Board of Elections, [the City Council may authorize and direct by resolution or ordinance that any] **all City of Pueblo** regular or special municipal elections **shall** be conducted as [a] mail ballot elections.

SECTION 19. Section 3 of Chapter 3 of Title V of the Pueblo Municipal Code is amended to read as follows:

Sec. 5-3-3. – Mayoral runoff elections.

* * *

(g) In the event of the death, disqualification or withdrawal of either of the two (2) runoff Mayoral candidates prior to the [mailing] **printing** of ballots for the runoff election, the name of the candidate who received the third greatest number of votes for the Office of Mayor in the municipal election shall be substituted and shall appear on the runoff election ballot. In such event, notice of any substitution of a runoff Mayoral candidate shall be publicly noticed.

SECTION 20.

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.

SECTION 21.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____.
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 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 OF THE CITY COUNCIL OF THE CITY OF PUEBLO, COLORADO, AMENDING CHAPTER 2 TITLE V OF THE PUEBLO MUNICIPAL CODE, REGARDING CAMPAIGN EXPENDITURES AND DISCLOSURES

SUMMARY:

The following ordinance updates and amends the campaign finance code to keep the current regulations laid out by the state.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In the 2023 legislative session, the state made significant changes to the Campaign Finance Code. These changes were lobbied against by CML and CMCA, but successfully passed and are expected to go into effect on January 1, 2024. Homerule municipalities are able to opt out of the updates by incorporating the current rules into their code, and this ordinance codifies the current rules.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City Council can choose not to approve the ordinance, which would allow the state changes to go into effect in Pueblo.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. 10602

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PUEBLO, COLORADO, AMENDING CHAPTER 2 TITLE V OF THE PUEBLO MUNICIPAL CODE, REGARDING CAMPAIGN EXPENDITURES AND DISCLOSURES

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1. Section 1 of Chapter 2 of Title V of the Pueblo Municipal Code is hereby deleted and replaced as follows:

Sec. 5-2-1. [Compliance with fair campaign practices act required.] **Adoption**

- (a) [Every candidate for any city office in the City, and every candidate committee, issue committee and political committee supporting or opposing any candidate for any city office of the City or supporting or opposing any City initiative, referendum or other ballot issue, shall comply with the requirements of the Fair Campaign Practices Act. Section 1-45-101, et seq., C.R.S., as currently enacted and subsequently amended.
- (b) Every such candidate, candidate committee, issue committee and political committee shall timely file with the City Clerk the registration statements, disclosures and reports required by the Fair Campaign Practices Act on forms approved for such use by the Colorado Secretary of State.
- (c) It shall be unlawful and a Class 1 municipal offense for any person to violate any provision of this Section or the Fair Campaign Practices Act with respect to any election for any City office of the City, or with respect to any City initiative, referendum or other ballot issue.
- (d) The City Clerk shall impose an additional late charge of ten dollars (\$10.00) per day for each day that a statement, report or other information required to be filed by this Section or the Fair Campaign Practices Act is not filed. For purposes of this Subsection (d), the date of filing shall be the date of the postmark if the statement, report or other information is mailed.]

Except as explicitly modified herein, or modified hereafter by ordinance, City elections shall be governed by the Colorado Fair Campaign Practices Act, 1-45-101, et seq., C.R.S. as now existing or hereafter amended or modified.

Sec. 5-2-2. Applicability

(a) Every candidate for any city office in the City, and every candidate committee, issue committee and political committee supporting or opposing any candidate for any city office of the City or supporting or opposing any City initiative, referendum or other ballot issue, shall comply with the requirements of this Section as currently enacted and subsequently amended.

(b) Every such candidate, candidate committee, issue committee and political committee shall timely file with the City Clerk the registration statements,

disclosures, and reports required by this Chapter on forms approved for such use by the City Clerk.

(c) It shall be unlawful and a Class 1 municipal offense for any person to violate any provision of this Section with respect to any election for any City office of the City, or with respect to any City initiative, referendum or other ballot issue.

(d) The City Clerk shall impose an additional late charge of ten dollars (\$10.00) per day for each day that a statement, report, or other information required to be filed by this Section is not filed. For purposes of this Subsection (d), the date of filing shall be the date of the postmark if the statement, report or other information is mailed.

Sec. 5-2-3. Contribution Limits

(a) Nothing herein in shall be construed to prohibit a corporation or labor organization from making a contribution to a political committee.

(b) There shall be no maximum amount of aggregate contributions that any person, including a political party, small donor committee, corporation, or labor organization, may make to a candidate committee of a candidate for a municipal office, and that a candidate committee for such candidate may accept for any one such person per election.

(c) Notwithstanding any other provision of this subsection, no limited liability company shall make any contribution to a candidate committee or political party if either the limited liability company has elected to be treated as a corporation by the internal revenue service pursuant to 26 C.F.R. § 301.7701-3 or any successor provision or the shares of the limited liability company are publicly traded. A contribution by a limited liability company with a single natural person member that does not elect to be treated as a corporation by the internal revenue service pursuant to 26 C.F.R. § 301.7701-3 shall be attributed only to the single natural person member.

(d)(1) Any limited liability company that is authorized to make a contribution shall, in writing, affirm to the candidate committee, political committee, or political party to which it has made a contribution, as applicable, that it is authorized to make a contribution, which affirmation shall also state the names and addresses of all of the individual members of the limited liability company. No candidate committee, political committee, or political party shall accept a contribution from a limited liability company unless the written affirmation satisfying the requirements of this paragraph (d) is provided before the contribution is deposited by the candidate committee, political committee, or political party. The candidate committee, political committee, or political party receiving the contribution shall retain the written affirmation for not less than one year following the date of the end of the election cycle during which the contribution is received.

(2) Any contribution by a limited liability company, and the aggregate amount of contributions from multiple limited liability companies attributed to a single member of any such company under this subsection 2, shall be subject to the limits governing such contributions under this Chapter of Title V of this Code. A limited liability company that makes any contribution to a candidate committee, political committee, or political party shall, at the time it makes the contribution, provide information to the recipient committee or

political party as to the amount of the total contribution attributed to each member of the limited liability company. The attribution shall reflect the capital each member of the limited liability company has invested in the company relative to the total amount of capital invested in the company as of the date the company makes the campaign contribution, and for a single member limited liability company, the contribution shall be attributed to that single member. The limited liability company shall then deduct the amount of the contribution attributed to each of its members from the aggregate contribution limit applicable to multiple limited liability companies under this subparagraph (2) for purposes of ensuring that the aggregate amount of contributions from multiple limited liability companies attributed to a single member does not exceed the contribution limits under this Chapter of Title V of this Code. Nothing in this subparagraph (2) shall be construed to restrict a natural person from making a contribution in his or her own name to any committee or political party to the extent authorized by law.

(e) As used in this section, “limited liability company” has the same meaning as “domestic limited liability company” as defined in section 7-90-102(15) C.R.S. or “foreign limited liability company” as defined in section 7-90-102(24) C.R.S. as amended.

Sec. 5-2-4. Disclosures

(a) All candidate committees, political committees, issue committees, small donor committees, and political parties shall report to the City Clerk their contributions received, including the name and address of each person who has contributed twenty dollars or more, expenditures made, and obligations entered into by the committee or party.

(1) In the case of contributions made to a candidate committee, political committee, issue committee, and political party, the disclosure required by this section shall also include the occupation and employer of each person who has made a contribution of one hundred dollars or more to such committee or party.

(2) Any person who expends one thousand dollars or more per calendar year on electioneering communications shall report to the City Clerk, in accordance with the disclosure required by this section, the amount expended on the communications and the name and address of any person that contributes more than two hundred fifty dollars per year to the person expending one thousand dollars or more on the communications. If the person making a contribution of more than two hundred fifty dollars is a natural person, the disclosure required by this section must also include the person’s occupation and employer. Electioneering communication reports must include the name of the candidate or candidates unambiguously referred to in the electioneering communication or regular biennial school electioneering communication. In accordance with section 1-45-103 (9) C.R.S., an electioneering communication includes any communication that satisfies all other requirements set forth in section 2 (7) of article XXVIII of the state constitution but that is broadcast, printed, mailed, delivered, or distributed between the primary election and the general election.

(3) In the case of a limited liability company, the disclosure required by this section shall include, in addition to any other information required to be disclosed, each contribution from the limited liability company regardless of the dollar amount of the contribution.

(4) Any disbursement not otherwise defined as an expenditure may be reported to the City Clerk.

(b) A candidate's candidate committee may reimburse the candidate for expenditures the candidate has made on behalf of the candidate committee. Any such expenditures may be reimbursed at any time. Notwithstanding any other provision of law, any expenditure reimbursed to the candidate by the candidate's candidate committee within the election cycle during which the expenditure is made shall be treated only as an expenditure and not as a contribution to and an expenditure by the candidate's candidate committee. Notwithstanding the date on which any such expenditure is reimbursed, the expenditure shall be reported at the time it is made in accordance with the requirements of this section.

Sec. 5-2-5. Reports.

(a) Reports that are required to be filed with the City Clerk must be filed:

(1) On the twenty-first day and on the Friday before and thirty days after the primary election, where applicable, and the major election in election years, and annually in off-election years on the first day of the month in which the anniversary of the major election occurs; except that, for a runoff election reports must be filed no later than fifteen days before and fifteen days after the runoff election.

(2) For purposes of this section, "election year" means every odd-numbered year for political parties and political committees and each year in which the particular candidate committee's candidate, or issue committee's issue, appears on the ballot; and "major election" means the election that decides an issue committee's issue, or the election that elects a person to the public office sought by the candidate or committee's candidate.

(b) The City Clerk shall keep a copy of any report or statement required by this chapter for a period of one year from the date of filing. In the case of candidates who were elected, those candidate's reports and filing shall be kept for one year after the candidate leaves office.

(c) If the reporting day falls on a weekend or legal holiday, the report shall be filed by the close of the next business day.

(c) The reports required by this section shall also include the balance of funds at the beginning of the reporting period, the total of contributions received, the total of expenditures made during the reporting period, and the name and address of the financial institution used by the committee or party.

(d) The reporting period for all reports required to be filed with the City Clerk shall close five calendar days prior to the effective date of filing.

(f) Except as provided in subsection (1) of this section, and in addition to any report required to be filed with the City Clerk under this section, all candidate committees, issue committees, and political parties must file a report with the City Clerk of any contribution of one thousand dollars or more at any time within thirty days preceding the date of the primary election, general election, or run off election. This report shall be filed with the City Clerk no later than seventy-two hours after receipt of said contribution.

(1) Notwithstanding the provisions of subsection (f) of this section, the following committees need not file the reports described in subsection (f) of this section in the following instances:

(i) An issue committee need not report a contribution of one thousand dollars or more preceding a primary election; and

(ii) A committee for a candidate not on the ballot need not report a contribution of one thousand dollars or more during the off-election year.

Sec. 5-2-6. Enforcement.

(a) Any person who believes that a violation of this Chapter has occurred may file a written complaint with the City Clerk in accordance with section 5-2-6.1 of this Code.

(b) For those complaints that concern a criminal violation pursuant to section 5-2-2 of this code, if the City Attorney determines that no probable cause exists, that the complaint fails to allege an enforceable violation, or that the requirements of section 5-2-6-1 were not met by the complainant, the City Attorney shall so notify the City Clerk, who will, in turn, notify the complainant and respondent in writing.

(c) If the City Attorney determines probable cause exists, the City Attorney may notify the Pueblo Police Department, who, in consultation with the City Attorney, may file and serve a summons and complaint to the respondent.

(d) The City Attorney retains prosecutorial discretion on whether to ultimately file criminal charges. If the City Attorney determines filing a summons and complaint is inappropriate, he or she shall so notify the City Clerk, who will, in turn, notify the complainant and respondent in writing.

(e) Notwithstanding the above, nothing in this section shall be read to preclude the City Attorney from declaring a conflict of interest, and taking appropriate action in accordance with this Code and general practices of the City, including, but not limited to, hiring special counsel, if deemed necessary and advisable under the circumstances.

(f) Nothing in this section shall preclude the City from pursuing an action, civil or criminal, against any person, candidate, candidate committee, issue committee,

small-scale issue committee or political committee for any violation of this Chapter, regardless of whether a complaint had been filed pursuant to this section.

(g) The Mayor in consultation with the City Attorney is hereby authorized to adopt administrative regulations consistent with the provisions of this Chapter.

Sec. 5-2-6.1 Allegation of Campaign Violation.

(a) Any candidate or registered elector of the City ("complainant") who has reason to believe a violation of Title V, of this Code, has occurred by any person, candidate, candidate committee, issue committee, small-scale issue committee or political committee may file a written complaint with the City Clerk, no later than thirty days after the alleged violation has occurred.

(b) The complaint must contain:

(1) The name of the alleged violator;

(2) The Code provision allegedly violated;

(3) A brief statement or description of the offense allegedly committed and the basis for the allegation;

(4) Identification of any relevant documents or other evidence;

(5) Identification of any witnesses or persons with relevant knowledge; and

(6) The name, address and telephone number of the complainant.

(c) For complaints that allege a criminal violation as set forth in section 5-2-2, the City Clerk will forward the complaint to the respondent and to the City Attorney, who will evaluate the complaint for probable cause as provided for in section 5-2-6.

(d) For complaints that do not allege a criminal violation, the complaints shall be subject to a civil infraction process as provided herein:

(1) The City Clerk will forward the complaint to the respondent by electronic mail, notifying the respondent that the alleged violation may be subject to a civil infraction.

(2) The City Clerk will forward the complaint to the City Attorney, who shall review the complaint to determine whether the complaint:

(A) Was timely filed under hereunder;

(B) Contains the information required hereunder; and

(C) Alleges sufficient facts to support a factual and legal basis for the violations alleged.

(3) If the City Attorney determines that the complaint fails to satisfy any of the three (3) elements in the immediately preceding Subsection (2), the City Attorney shall so notify the City Clerk who will, in turn, notify the complainant and respondent in writing.

(4) If the City Attorney determines that the complaint satisfies the three (3) elements in the immediately preceding Subsection (2), the City Attorney shall notify the City Clerk who will, in turn, notify the respondent in writing of the presumptive penalty in accordance with section 5-2-2 and that the respondent shall have seven days from the date of the notice to submit written evidence of its cure or diligent efforts to cure the violation, including any amendments to any applicable report containing one or more deficiencies, modified campaign materials, or other proof that the violation has been corrected. The respondent's written response shall be due to the City Clerk no later than 5:00 p.m. on the tenth day. In the event the tenth day is a weekend or City holiday, the response shall be due no later than 5:00 p.m. the next business day.

(5) On receipt of the respondent's written response, the City Attorney may, through the City Clerk, ask the respondent to provide more information and may grant the respondent an extension of time of up to seven additional days to file an amended response regarding cure in order to respond to any such request.

(6) After the period for cure has expired, the City Attorney shall determine whether the respondent has cured any violation alleged in the complaint and, if so, whether respondent has substantially complied with its legal obligations under Title V, Chapter 2, of this Code. In determining whether the respondent has substantially complied with its legal obligations, the City Attorney shall consider:

(A) The extent of the respondent's noncompliance;

(B) The purpose of the provision violated and whether that purpose was substantially achieved despite the noncompliance; and

(C) Whether the noncompliance may properly be viewed as a knowing attempt to mislead the electorate or election officials.

If the City Attorney determines the respondent has cured any violation or otherwise substantially complied with its legal obligations under Chapter 7, Article 5, the City Attorney shall so notify the City Clerk who, in turn, shall notify the complainant and the respondent and no penalty shall apply for the corresponding alleged violation or violations, as applicable.

(7) If the City Attorney determines the respondent has not cured the alleged violation or otherwise substantially complied with its legal obligations, the City Attorney may conduct additional review or investigation of the allegations of the complaint to determine whether to file a complaint with the Municipal Court.

(8) If the City Attorney files a complaint with the Municipal Court, the matter shall be governed by Title 1, Chapter 6 of this Code.

(9) A complainant or any other nonrespondent shall not be a party to the City Attorney's initial review, cure proceedings, investigation, or any proceeding in the Municipal Court. A complainant may request permission from the Municipal Judge or their designee to file an amicus curiae brief.

(10) Any person that commits a violation of this Title shall be personally liable for the penalties imposed. Any candidate shall be personally liable for penalties imposed upon the candidate or the candidate's committee and may use campaign contributions to pay penalties.

SECTION 2.

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.

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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023.

☐ Disapproved on _____ based on the following objections:



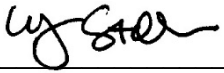
Mayor

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PUEBLO, COLORADO, AMENDING CHAPTER 2 TITLE V OF
THE PUEBLO MUNICIPAL CODE, REGARDING CAMPAIGN
EXPENDITURES AND DISCLOSURES

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1. Section 1 of Chapter 2 of Title V of the Pueblo Municipal Code is hereby deleted and replaced as follows:

Sec. 5-2-1. [Compliance with fair campaign practices act required.] **Adoption**

- (a) [Every candidate for any city office in the City, and every candidate committee, issue committee and political committee supporting or opposing any candidate for any city office of the City or supporting or opposing any City initiative, referendum or other ballot issue, shall comply with the requirements of the Fair Campaign Practices Act. Section 1-45-101, et seq., C.R.S., as currently enacted and subsequently amended.
- (b) Every such candidate, candidate committee, issue committee and political committee shall timely file with the City Clerk the registration statements, disclosures and reports required by the Fair Campaign Practices Act on forms approved for such use by the Colorado Secretary of State.
- (c) It shall be unlawful and a Class 1 municipal offense for any person to violate any provision of this Section or the Fair Campaign Practices Act with respect to any election for any City office of the City, or with respect to any City initiative, referendum or other ballot issue.
- (d) The City Clerk shall impose an additional late charge of ten dollars (\$10.00) per day for each day that a statement, report or other information required to be filed by this Section or the Fair Campaign Practices Act is not filed. For purposes of this Subsection (d), the date of filing shall be the date of the postmark if the statement, report or other information is mailed.]

Except as explicitly modified herein, or modified hereafter by ordinance, City elections shall be governed by the Colorado Fair Campaign Practices Act, 1-45-101, et seq., C.R.S. as now existing or hereafter amended or modified.

Sec. 5-2-2. Applicability

(a) Every candidate for any city office in the City, and every candidate committee, issue committee and political committee supporting or opposing any candidate for any city office of the City or supporting or opposing any City initiative, referendum or other ballot issue, shall comply with the requirements of this Section as currently enacted and subsequently amended.

(b) Every such candidate, candidate committee, issue committee and political committee shall timely file with the City Clerk the registration statements,

disclosures, and reports required by this Chapter on forms approved for such use by the City Clerk.

(c) It shall be unlawful and a Class 1 municipal offense for any person to violate any provision of this Section with respect to any election for any City office of the City, or with respect to any City initiative, referendum or other ballot issue.

(d) The City Clerk shall impose an additional late charge of ten dollars (\$10.00) per day for each day that a statement, report, or other information required to be filed by this Section is not filed. For purposes of this Subsection (d), the date of filing shall be the date of the postmark if the statement, report or other information is mailed.

Sec. 5-2-3. Contribution Limits

(a) Nothing herein in shall be construed to prohibit a corporation or labor organization from making a contribution to a political committee.

(b) There shall be no maximum amount of aggregate contributions that any person, including a political party, small donor committee, corporation, or labor organization, may make to a candidate committee of a candidate for a municipal office, and that a candidate committee for such candidate may accept for any one such person per election.

(c) Notwithstanding any other provision of this subsection, no limited liability company shall make any contribution to a candidate committee or political party if either the limited liability company has elected to be treated as a corporation by the internal revenue service pursuant to 26 C.F.R. § 301.7701-3 or any successor provision or the shares of the limited liability company are publicly traded. A contribution by a limited liability company with a single natural person member that does not elect to be treated as a corporation by the internal revenue service pursuant to 26 C.F.R. § 301.7701-3 shall be attributed only to the single natural person member.

(d)(1) Any limited liability company that is authorized to make a contribution shall, in writing, affirm to the candidate committee, political committee, or political party to which it has made a contribution, as applicable, that it is authorized to make a contribution, which affirmation shall also state the names and addresses of all of the individual members of the limited liability company. No candidate committee, political committee, or political party shall accept a contribution from a limited liability company unless the written affirmation satisfying the requirements of this paragraph (d) is provided before the contribution is deposited by the candidate committee, political committee, or political party. The candidate committee, political committee, or political party receiving the contribution shall retain the written affirmation for not less than one year following the date of the end of the election cycle during which the contribution is received.

(2) Any contribution by a limited liability company, and the aggregate amount of contributions from multiple limited liability companies attributed to a single member of any such company under this subsection 2, shall be subject to the limits governing such contributions under this Chapter of Title V of this Code. A limited liability company that makes any contribution to a candidate committee, political committee, or political party shall, at the time it makes the contribution, provide information to the recipient committee or

political party as to the amount of the total contribution attributed to each member of the limited liability company. The attribution shall reflect the capital each member of the limited liability company has invested in the company relative to the total amount of capital invested in the company as of the date the company makes the campaign contribution, and for a single member limited liability company, the contribution shall be attributed to that single member. The limited liability company shall then deduct the amount of the contribution attributed to each of its members from the aggregate contribution limit applicable to multiple limited liability companies under this subparagraph (2) for purposes of ensuring that the aggregate amount of contributions from multiple limited liability companies attributed to a single member does not exceed the contribution limits under this Chapter of Title V of this Code. Nothing in this subparagraph (2) shall be construed to restrict a natural person from making a contribution in his or her own name to any committee or political party to the extent authorized by law.

(e) As used in this section, “limited liability company” has the same meaning as “domestic limited liability company” as defined in section 7-90-102(15) C.R.S. or “foreign limited liability company” as defined in section 7-90-102(24) C.R.S. as amended.

Sec. 5-2-4. Disclosures

(a) All candidate committees, political committees, issue committees, small donor committees, and political parties shall report to the City Clerk their contributions received, including the name and address of each person who has contributed twenty dollars or more, expenditures made, and obligations entered into by the committee or party.

(1) In the case of contributions made to a candidate committee, political committee, issue committee, and political party, the disclosure required by this section shall also include the occupation and employer of each person who has made a contribution of one hundred dollars or more to such committee or party.

(2) Any person who expends one thousand dollars or more per calendar year on electioneering communications shall report to the City Clerk, in accordance with the disclosure required by this section, the amount expended on the communications and the name and address of any person that contributes more than two hundred fifty dollars per year to the person expending one thousand dollars or more on the communications. If the person making a contribution of more than two hundred fifty dollars is a natural person, the disclosure required by this section must also include the person’s occupation and employer. Electioneering communication reports must include the name of the candidate or candidates unambiguously referred to in the electioneering communication or regular biennial school electioneering communication. In accordance with section 1-45-103 (9) C.R.S., an electioneering communication includes any communication that satisfies all other requirements set forth in section 2 (7) of article XXVIII of the state constitution but that is broadcast, printed, mailed, delivered, or distributed between the primary election and the general election.

(3) In the case of a limited liability company, the disclosure required by this section shall include, in addition to any other information required to be disclosed, each contribution from the limited liability company regardless of the dollar amount of the contribution.

(4) Any disbursement not otherwise defined as an expenditure may be reported to the City Clerk.

(b) A candidate's candidate committee may reimburse the candidate for expenditures the candidate has made on behalf of the candidate committee. Any such expenditures may be reimbursed at any time. Notwithstanding any other provision of law, any expenditure reimbursed to the candidate by the candidate's candidate committee within the election cycle during which the expenditure is made shall be treated only as an expenditure and not as a contribution to and an expenditure by the candidate's candidate committee. Notwithstanding the date on which any such expenditure is reimbursed, the expenditure shall be reported at the time it is made in accordance with the requirements of this section.

Sec. 5-2-5. Reports.

(a) Reports that are required to be filed with the City Clerk must be filed:

(1) On the twenty-first day and on the Friday before and thirty days after the primary election, where applicable, and the major election in election years, and annually in off-election years on the first day of the month in which the anniversary of the major election occurs; except that, for a runoff election reports must be filed no later than fifteen days before and fifteen days after the runoff election.

(2) For purposes of this section, "election year" means every odd-numbered year for political parties and political committees and each year in which the particular candidate committee's candidate, or issue committee's issue, appears on the ballot; and "major election" means the election that decides an issue committee's issue, or the election that elects a person to the public office sought by the candidate or committee's candidate.

(b) The City Clerk shall keep a copy of any report or statement required by this chapter for a period of one year from the date of filing. In the case of candidates who were elected, those candidate's reports and filing shall be kept for one year after the candidate leaves office.

(c) If the reporting day falls on a weekend or legal holiday, the report shall be filed by the close of the next business day.

(c) The reports required by this section shall also include the balance of funds at the beginning of the reporting period, the total of contributions received, the total of expenditures made during the reporting period, and the name and address of the financial institution used by the committee or party.

(d) The reporting period for all reports required to be filed with the City Clerk shall close five calendar days prior to the effective date of filing.

(f) Except as provided in subsection (1) of this section, and in addition to any report required to be filed with the City Clerk under this section, all candidate committees, issue committees, and political parties must file a report with the City Clerk of any contribution of one thousand dollars or more at any time within thirty days preceding the date of the primary election, general election, or run off election. This report shall be filed with the City Clerk no later than seventy-two hours after receipt of said contribution.

(1) Notwithstanding the provisions of subsection (f) of this section, the following committees need not file the reports described in subsection (f) of this section in the following instances:

(i) An issue committee need not report a contribution of one thousand dollars or more preceding a primary election; and

(ii) A committee for a candidate not on the ballot need not report a contribution of one thousand dollars or more during the off-election year.

Sec. 5-2-6. Enforcement.

(a) Any person who believes that a violation of this Chapter has occurred may file a written complaint with the City Clerk in accordance with section 5-2-6.1 of this Code.

(b) For those complaints that concern a criminal violation pursuant to section 5-2-2 of this code, if the City Attorney determines that no probable cause exists, that the complaint fails to allege an enforceable violation, or that the requirements of section 5-2-6-1 were not met by the complainant, the City Attorney shall so notify the City Clerk, who will, in turn, notify the complainant and respondent in writing.

(c) If the City Attorney determines probable cause exists, the City Attorney may notify the Pueblo Police Department, who, in consultation with the City Attorney, may file and serve a summons and complaint to the respondent.

(d) The City Attorney retains prosecutorial discretion on whether to ultimately file criminal charges. If the City Attorney determines filing a summons and complaint is inappropriate, he or she shall so notify the City Clerk, who will, in turn, notify the complainant and respondent in writing.

(e) Notwithstanding the above, nothing in this section shall be read to preclude the City Attorney from declaring a conflict of interest, and taking appropriate action in accordance with this Code and general practices of the City, including, but not limited to, hiring special counsel, if deemed necessary and advisable under the circumstances.

(f) Nothing in this section shall preclude the City from pursuing an action, civil or criminal, against any person, candidate, candidate committee, issue committee,

small-scale issue committee or political committee for any violation of this Chapter, regardless of whether a complaint had been filed pursuant to this section.

(g) The Mayor in consultation with the City Attorney is hereby authorized to adopt administrative regulations consistent with the provisions of this Chapter.

Sec. 5-2-6.1 Allegation of Campaign Violation.

(a) Any candidate or registered elector of the City ("complainant") who has reason to believe a violation of Title V, of this Code, has occurred by any person, candidate, candidate committee, issue committee, small-scale issue committee or political committee may file a written complaint with the City Clerk, no later than thirty days after the alleged violation has occurred.

(b) The complaint must contain:

(1) The name of the alleged violator;

(2) The Code provision allegedly violated;

(3) A brief statement or description of the offense allegedly committed and the basis for the allegation;

(4) Identification of any relevant documents or other evidence;

(5) Identification of any witnesses or persons with relevant knowledge; and

(6) The name, address and telephone number of the complainant.

(c) For complaints that allege a criminal violation as set forth in section 5-2-2, the City Clerk will forward the complaint to the respondent and to the City Attorney, who will evaluate the complaint for probable cause as provided for in section 5-2-6.

(d) For complaints that do not allege a criminal violation, the complaints shall be subject to a civil infraction process as provided herein:

(1) The City Clerk will forward the complaint to the respondent by electronic mail, notifying the respondent that the alleged violation may be subject to a civil infraction.

(2) The City Clerk will forward the complaint to the City Attorney, who shall review the complaint to determine whether the complaint:

(A) Was timely filed under hereunder;

(B) Contains the information required hereunder; and

(C) Alleges sufficient facts to support a factual and legal basis for the violations alleged.

(3) If the City Attorney determines that the complaint fails to satisfy any of the three (3) elements in the immediately preceding Subsection (2), the City Attorney shall so notify the City Clerk who will, in turn, notify the complainant and respondent in writing.

(4) If the City Attorney determines that the complaint satisfies the three (3) elements in the immediately preceding Subsection (2), the City Attorney shall notify the City Clerk who will, in turn, notify the respondent in writing of the presumptive penalty in accordance with section 5-2-2 and that the respondent shall have seven days from the date of the notice to submit written evidence of its cure or diligent efforts to cure the violation, including any amendments to any applicable report containing one or more deficiencies, modified campaign materials, or other proof that the violation has been corrected. The respondent's written response shall be due to the City Clerk no later than 5:00 p.m. on the tenth day. In the event the tenth day is a weekend or City holiday, the response shall be due no later than 5:00 p.m. the next business day.

(5) On receipt of the respondent's written response, the City Attorney may, through the City Clerk, ask the respondent to provide more information and may grant the respondent an extension of time of up to seven additional days to file an amended response regarding cure in order to respond to any such request.

(6) After the period for cure has expired, the City Attorney shall determine whether the respondent has cured any violation alleged in the complaint and, if so, whether respondent has substantially complied with its legal obligations under Title V, Chapter 2, of this Code. In determining whether the respondent has substantially complied with its legal obligations, the City Attorney shall consider:

(A) The extent of the respondent's noncompliance;

(B) The purpose of the provision violated and whether that purpose was substantially achieved despite the noncompliance; and

(C) Whether the noncompliance may properly be viewed as a knowing attempt to mislead the electorate or election officials.

If the City Attorney determines the respondent has cured any violation or otherwise substantially complied with its legal obligations under Chapter 7, Article 5, the City Attorney shall so notify the City Clerk who, in turn, shall notify the complainant and the respondent and no penalty shall apply for the corresponding alleged violation or violations, as applicable.

(7) If the City Attorney determines the respondent has not cured the alleged violation or otherwise substantially complied with its legal obligations, the City Attorney may conduct additional review or investigation of the allegations of the complaint to determine whether to file a complaint with the Municipal Court.

(8) If the City Attorney files a complaint with the Municipal Court, the matter shall be governed by Title 1, Chapter 6 of this Code.

(9) A complainant or any other nonrespondent shall not be a party to the City Attorney's initial review, cure proceedings, investigation, or any proceeding in the Municipal Court. A complainant may request permission from the Municipal Judge or their designee to file an amicus curiae brief.

(10) Any person that commits a violation of this Title shall be personally liable for the penalties imposed. Any candidate shall be personally liable for penalties imposed upon the candidate or the candidate's committee and may use campaign contributions to pay penalties.

SECTION 2.

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.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

- ☐ Ordinance re-adopted on a vote of _____, on _____.
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: November 27, 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 CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JANUARY 23, 2024, AND SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY OF PUEBLO THE CANDIDATES FOR THE MAYORAL RUNOFF

SUMMARY:

This Ordinance calls for a Special Municipal Election to be held on Tuesday, January 23, 2024 to consider the candidates for the Mayoral Runoff.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In accordance with P.M.C. 17-2, a qualified candidate for Mayor must receive a majority of the votes cast for the office in the November 7, 2023 General Election. If no candidate receives a majority of the votes cast, a special run-off election must be held, with the two persons with the highest number of votes cast for the office appearing on the ballot as candidates.

P.M.C. 5-3-3 declares that the Mayoral runoff election shall be conducted as a mail ballot election.

FINANCIAL IMPLICATIONS:

The City's estimated costs are projected at \$300,000. Funding for the costs associated with conducting this Special Municipal Election is allocated in the City Clerk's 2024 Budget.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10603

AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION
TO BE HELD ON TUESDAY, JANUARY 23, 2024, AND
SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY
OF PUEBLO THE CANDIDATES FOR THE MAYORAL RUNOFF

WHEREAS, in accordance with P.M.C. 17-2, should no Mayoral candidate receive a majority of the votes cast, a special election is required to be called pursuant to Section 17-2 of the Charter to allow the registered electors to select between the two top Mayoral candidates; NOW, THEREFORE,

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

SECTION 1.

At said Special Election, should it be required, there shall be submitted to a vote of the registered electors two candidates for Mayor who received the highest number of votes for the office at the November 7, 2023 General Election.

SECTION 2.

The City Council does hereby adopt the optional registration plan provided for in Section 17-9 of the Charter of the City of Pueblo and hereby determines and declares that voting machines are not available.

SECTION 3.

All public notices that are required to be published with respect to the Special Municipal Election shall be published in *The Pueblo Chieftain*.

SECTION 4.

The City Clerk, the Board of Elections, and all officers and staff of the City are authorized to take all action necessary, appropriate or required to hold and conduct the special municipal election, and officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to effectuate the policies and procedures described herein.

SECTION 5.

If any section, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, clause or provision shall not affect any of the remaining sections, clauses or provisions of this Ordinance.

SECTION 6.

This Ordinance shall become effective immediately upon final passage.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

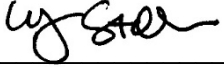
☐ Council did not act to override the Mayor's veto.

☐ 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: November 27, 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 APPROVING AN AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY BETWEEN COMMUNITY HEALTH CENTER INC., AND THE CITY OF PUEBLO FOR THE PURCHASE OF 1302 EAST 5TH STREET PUEBLO, COLORADO 81001 IN THE AMOUNT OF FOUR HUNDRED THIRTY EIGHT THOUSAND TWO HUNDRED SEVENTY ONE DOLLARS AND NO CENTS (\$438,271) TO BE PAID FROM PROJECT NO. CI-2113, AMERICAN RESCUE PLAN ACT, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves an agreement for the purchase and sale of 1302 East 5th Street, Pueblo, Colorado 81001 from Community Health Center Inc., to the City of Pueblo, a Colorado Municipal Corporation and authorizes the payment of \$438,271.00 in American Rescue Plan Act ("ARPA") funds to complete the acquisition.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI-2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024, (to be expended by December 31, 2026).

BACKGROUND:

Under the U.S. Treasury's Final Rule pertaining to ARPA, recipients of may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") for a program, service, capital expenditure, or other assistance that mitigates the negative economic impacts of

the COVID-19 pandemic to include assistance to households such as job training, rent, mortgage, or utility aid, affordable housing development, childcare; assistance to small businesses or nonprofits such as through loans or grants to mitigate financial hardship; assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts; or assistance to address impacts to the public sector.

FINANCIAL IMPLICATIONS:

\$438,271 in ARPA funds are being authorized for payment.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support or fund the acquisition of the 1302 East 5th Street Property for availability of affordable housing within the City.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. 11-13-23 Agreement to Purchase and Sell Real Property (1302 E 5th Street - Updated)

ORDINANCE NO. 10604

AN ORDINANCE APPROVING AN AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY BETWEEN COMMUNITY HEALTH CENTER INC., AND THE CITY OF PUEBLO FOR THE PURCHASE OF 1302 EAST 5TH STREET PUEBLO, COLORADO 81001 IN THE AMOUNT OF FOUR HUNDRED THIRTY EIGHT THOUSAND TWO HUNDRED SEVENTY ONE DOLLARS AND NO CENTS (\$438,271) TO BE PAID FROM PROJECT NO. CI-2113, AMERICAN RESCUE PLAN ACT, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Agreement of Purchase and Sale of Real Property ("Agreement") between Pueblo, a Colorado Municipal Corporation and Community Health Center Inc., attached hereto, is hereby approved.

SECTION 2.

Funds in the amount of Four Hundred Thirty-Eight Thousand Two Hundred Seventy One Dollars (\$438,271) are hereby authorized for payment from Project No. CI-2113 – American Rescue Plan Act, for purposes of purchasing 1302 East 5th Street, Pueblo, Colorado 81001.

SECTION 3.

After the Agreement is approved as to form by the Department of Law, the Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described 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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 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

AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY

[City Purchase of 1302 East 5th Street, Pueblo, CO 81001]

THIS AGREEMENT is made and entered into this [] day of [], 2023 (“Effective Date”), by and between Community Health Center Inc., a Colorado corporation (“Seller”), and **THE CITY OF PUEBLO, COLORADO, a municipal corporation** (“Purchaser”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree to be legally bound whereby Seller agrees to convey to Purchaser, and Purchaser agrees to acquire from Seller, the Property as defined below on the terms and conditions outlined in this Agreement.

1. Description of Property. The real property which is the subject matter of this Agreement is that certain parcel of real property located in Pueblo County, Colorado, which is legally described on **Exhibit A**, consisting of one (1) page, attached hereto and incorporated herein by reference (“Property”). Unless reserved by the Seller as described below, the Property includes all improvements located thereon and all of Seller’s rights, title and interest in and to all appurtenances thereto, including but not limited to the following:

- A. Appurtenances Generally. The Property is vacant land and shall have no improvements thereon, including any fences, buildings, landscaping, other improvements, or permanent fixtures. In addition, the Property shall include all Seller’s rights, title, and interest in and to easements, future interests and rights to the same belonging and inuring to the benefit of the Property, and in and to all strips and gores of land lying between the Property and adjoining property or streets, roads or highways, open or proposed.
- B. Water Rights. All water, water rights, corporate stock relating to the use of water, springs, spring rights, wells, well rights, ditches, ditch rights, reservoir rights, tributary, non-tributary, and not non-tributary water, appurtenant to, customarily used with or upon, or relating to the use of water on the Property, and any other water or water rights, located on or appurtenant to the Property, whether or not the same have been adjudicated.
- C. Taps. All water taps, gas taps, and sewer taps belonging or in any way appertaining to the Property.
- D. Mineral Rights. All interests in all minerals, ores, and metals of any kind and character, and all coal, asphaltum, oil, gas, or other like substances, including sand and gravel, and all geothermal resources in, on, or under the Property and all other mineral rights as are owned by Seller at the time of this Agreement.

2. Method of Conveyance.

- A. Form of Deed. Seller will convey the real property portion of the Property to Purchaser at the time of closing by special warranty deed in the form attached as **Exhibit B**. The personal property portion of the Property, if any, shall be transferred to Purchaser by Seller at the time of closing by bill of sale or other appropriate transfer document, free and clear of all liens and encumbrances.

3. Purchase Price. The total purchase price of the Property will be four hundred thirty-eight thousand two hundred seventy-one dollars and no cents (\$438,271) ("Purchase Price").

- A. The sum of the Purchase Price shall be payable in U.S. dollars by the Purchaser at closing, plus agreed closing costs, in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified checks, savings and loan teller's check, and cashier's check ("Good Funds").

4. Title Insurance.

- A. Within ten (10) calendar days following the Effective Date, Seller will provide to Purchaser a Title Insurance Commitment ("Title Commitment") from **LAND TITLE GUARANTEE COMPANY** ("Title Company"). The Title Commitment must show title to the Property in Seller, subject only to those exceptions set forth on Schedule B-2 to the Title Commitment that are acceptable to Purchaser. Seller is responsible for the cost of the Title Commitment and Title Insurance.
- B. If the Title Commitment discloses title defects unsatisfactory to Purchaser and subject to which Purchaser need not take the title, Purchaser may give Seller written notice of such defects by the date ten (10) calendar days after the Effective Date or the date ten (10) calendar days after Purchaser's receipt of the Title Commitment, whichever is later, and no later than ten (10) calendar days after notice of any title change or discovery of any title defect not disclosed by the Title Commitment. Seller must attempt in good faith to cure such defects before the date of closing, at its expense, without in any other manner affecting the terms of this Agreement.
- C. If any instrument or deposit is necessary to correct a defect in or objection to the title, the following apply:
- (1) Any instrument will be in a form and contain terms and conditions Title Company may reasonably require to be sufficiently satisfied and omit such defects or objection.
 - (2) Any deposit will be made with the Title Company.
 - (3) Seller agrees to execute, acknowledge and deliver any required instrument and to make any required deposit.

- D. If the Title Company refuses to omit any title defect or objection before closing, then Purchaser, at its election, has the right to:
 - (1) accept such title as Seller can convey, without any reduction of the purchase price; or
 - (2) rescind this Agreement and, upon such rescission according to this paragraph, Purchaser will be entitled to the return of the amount of money theretofore paid to Seller or its agent. Upon such payment, this Agreement will be null and void and of no further effect, and all parties to this Agreement will be released from all obligations hereunder.
- E. If Seller cannot convey title as provided in this paragraph 4 to Purchaser due to an act or omission of Seller that is within the authority of Seller's City Manager, Seller is in default and continues to be liable under this Agreement.
- F. Notwithstanding the foregoing,
 - (1) any title condition consisting of monetary liens, Seller must remove deeds of trust or other financial encumbrances against the Property at or before closing, and Seller's failure to cause the removal of the same will constitute a default by Seller under this Agreement; and
 - (2) If Seller fails to cause the removal of a financial encumbrance against the Property before closing, Purchaser has the right to pay amounts required to do so at closing and to receive a credit for such payment against the Purchase Price.

5. Survey/Legal Description. The parties each acknowledge that a legal description of the Property is attached to and incorporated by reference into this Agreement, and each acknowledges having received a copy of any such description. The parties agree that it is their intent that the referenced legal description describes the Property except as otherwise expressly provided and agree to work in good faith and cooperatively to correct technical errors that any such legal description is determined to contain.

6. Special Taxing Districts. Special taxing districts may be subject to general obligation indebtedness paid by revenues produced from annual tax levies on the taxable property within such districts. Property owners in such districts may be placed at risk for increased mill levies and excessive tax burdens to support the servicing of such debt where circumstances arise, resulting in the inability of such a district to discharge such indebtedness without such an increase in mill levies. Purchaser should investigate the debt financing requirements of the authorized general obligation indebtedness of such districts, existing mill levies of such district servicing such indebtedness, and the potential for an increase in such mill levies.

7. Maintenance of the Property/Title. Seller must keep, or cause to be kept, the

Property in its condition as of the Effective Date until the closing of this transaction, subject to normal wear-and-tear and seasonal changes, and agrees not to commit or permit waste thereon. Seller must not cause or permit new liens, easements or other encumbrances on the title to the Property, except as expressly agreed by Purchaser in writing.

8. Representations of Seller. Based on a reasonable inquiry within Seller's organization, Seller represents and warrants to the best of Seller's knowledge, as of the Effective Date and as of the closing, as follows:

- A. There is no litigation proceeding, including but not limited to any eminent domain proceeding, pending (or to Seller's knowledge threatened) against or relating to any part of the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action.
- B. Seller has not received notice of, and to the best of Seller's knowledge, there are no violations of any laws, orders, regulations or requirements of any governmental authority affecting the Property or any part thereof.
- C. Seller has the unconditional right and power to execute and deliver this Agreement and to consummate the transaction(s) contemplated by this Agreement.
- D. Seller has not received notice of default or breach by Seller of any of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Property or any portion thereof; no default or breach now exists or will exist on the date of closing; and no event or condition has occurred and is continuing that, with or without notice and/or the passage of time, will constitute such a default or breach.
- E. Seller represents that it has provided to Purchaser all environmental reports and, to the extent permitted by law, any other documentation in Seller's possession related to Seller's ownership of the Property.
- F. **THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT INCLUDE TRANSFER OF THE MINERAL ESTATE. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OR OTHER MINERALS UNDER THE SURFACE, AND THEY MAY ENTER AND USE THE SURFACE ESTATE TO ACCESS THE MINERAL ESTATE.**

THE USE OF THE SURFACE ESTATE TO ACCESS THE MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

THE OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THIS PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS

GATHERING AND PROCESSING FACILITIES.

THE BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THIS PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

9. Condition of the Property.

- A. Purchaser acknowledges and agrees that except as specifically set forth elsewhere in this Agreement, Seller has not made, and does not make, any representations, warranties, promises, covenants, or agreements of any kind or nature, whether express or implied, oral or written, concerning or concerning:
- (1) the value, nature, quality or condition of the Property;
 - (2) suitability of the Property for any uses contemplated by Purchaser;
or
 - (3) compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority, including, without limitation, any such laws, rules, ordinances, or regulations concerning environmental protection, pollution, or land use.
- B. By closing, Purchaser will be acknowledging that Purchaser has had the opportunity to inspect the Property and that except for any representations or warranties specifically outlined in this Agreement, Purchaser is relying solely on its investigation of the Property. Purchaser furthermore acknowledges that its acquisition of the Property shall be on an "AS IS basis" without further improvement or remediation by Seller, and any claims against Seller in connection with any representations or warranties (except those specifically set forth elsewhere in this Agreement and except any warranties of title contained in the deed to be delivered at closing) are hereby released and waived by Purchaser.

10. Inspection. Purchaser or any designee of Purchaser has the right to make inspections of the physical condition of the Property and the improvements located thereon at Purchaser's expense. These inspections may include, but are not limited to, environmental assessments and inspections regarding compliance with any building or fire code, environmental protection, pollution, or land use or zoning laws, rules, or regulations, including, but not limited to, any laws relating to the disposal or existence of any hazardous substance or other regulated substance in or on the Property. If Purchaser does not provide to Seller written notice of any unsatisfactory condition, as determined at Purchaser's sole discretion, signed by an authorized representative of Purchaser, on or before seventy-two hours (72hrs) before Closing, Purchaser waives any objection to the physical condition of the Property and the improvements located thereon as of that date. If Purchaser provides written notice of any unsatisfactory condition, signed by an authorized representative of Purchaser, to Seller on or before seventy-two hours (72hrs) before Closing, and Seller does not provide written notice to Purchaser by forty-eight hours (48hrs) before Closing, that Seller will cure such conditions before closing, Purchaser may

terminate this Agreement. Upon such termination, all payments and things of value received hereunder by Seller must be returned to Purchaser. Purchaser is responsible and will pay for any damage that occurs to the Property and the improvements located thereon as a result of these inspections. If Purchaser does not provide written notice to Seller at least twenty-four hours (24hrs) before Closing that Purchaser has opted to terminate this agreement, then Purchaser accepts all physical conditions of the Property and is obligated to perform under the remainder of this Agreement.

11. Closing. The parties agree to close this transaction by [], at 3:00 p.m. at [INSERT CLOSING ADDRESS] or at such other reasonable time, date or location as the parties may mutually agree.

12. Possession. Seller will deliver possession of the Property to Purchaser at closing.

13. Proration. Following local practice, real property taxes and assessments and similar expenses will be prorated as of the date of closing, to the extent such taxes, assessments and expenses apply to Seller.

14. Remedies on Default. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, the remedies are:

- A. If Seller is in default, then the earnest money deposit, if any, is forfeited by Seller and must be returned to Purchaser, and both parties will be released from all obligations under this Agreement. Purchaser may recover direct damages as may be proper, and Purchaser expressly waives the remedies of specific performance and additional damages.
- B. If Purchaser is in default, Seller may elect to treat this Agreement as terminated, in which case all payments and things of value received hereunder will be returned to Purchaser, and Seller may recover such damages as may be proper, or Seller may elect to treat this Agreement as being in full force and effect, and Seller will have the right to an action for specific performance or damages, or both.

15. Notices. Any notice or other communication given by either party to the other relating to this Agreement must be in writing and shall be deemed given (i) when delivered personally or (ii) on the first (1st) business day, which is three (3) days following mailing by certified mail, return receipt requested and postage prepaid, or (iii) the next business day after sending by a nationally recognized overnight delivery service, and addressed to the party at its respective address as follows:

If to Purchaser:
Mayor's Office
City of Pueblo
1 City Hall Place, 2nd Floor
Pueblo, Co 81003

With a copy to:
City Attorney's Office
City of Pueblo
1 City Hall Place, 3rd Floor
Pueblo, Co 81003

If to Seller:
Donald Moore, CEO
Pueblo Community Health Center
110 East Routt Avenue
Pueblo, CO 81004

16. Assignment. This Agreement must not be assigned by either of the parties hereto without the prior written consent of the other party.

17. Risk of Loss. Seller shall bear all risk of loss concerning the Property up to the date title is transferred per this Agreement. In the event of damage to any portion of the Property by fire or other casualty before the closing, which damage either affects 5% of the usable facilities on the Property or reduces the value of the Property by 5%, then this Agreement may be terminated at the option of Purchaser. This option shall be exercised, if at all, by Purchaser's written notice thereof to Seller within thirty (30) calendar days after receipt of written notice of such fire or other casualty. Upon the exercise of such option to terminate, this Agreement shall become null and void, and neither party shall have any further liability or obligations hereunder, except as otherwise provided in this Agreement. Closing may be delayed for up to thirty (30) calendar days for Purchaser to decide whether to exercise this option.

18. Lead-Based Paint. Unless exempt, if the improvements, if any, on the Property include one or more residential dwellings for which a building permit was issued before January 1, 1978, this Agreement shall be void unless Seller signs a completed Lead-Based Paint Disclosure (Sales) form and the required real estate professionals, if any, which shall have occurred before the parties signing this Agreement.

19. Recommendation of Legal and Tax Counsel. By signing this document, the parties acknowledge they have been advised that this Agreement has important legal consequences and have received the recommendation to consider the examination of title and consultation with legal and tax or other counsel before signing this Agreement.

20. Entire Agreement, Modification. This Agreement constitutes the entire contract between the parties relating to the conveyance of the Property, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement will be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

21. Headings. Paragraph headings are used for convenience of reference and in no way define, limit or prescribe the scope or intent of any provision under this Agreement.

22. Construction. Words of the masculine gender include the feminine and neuter gender; when the sentence indicates, words of the neuter gender refer to any gender. Words in the singular include the plural and vice versa. Definitions of defined terms are intended to apply throughout this Agreement. This Agreement is to be construed according to its fair meaning and

as if prepared by all parties and is deemed to be and contain the entire understanding and agreement between the parties.

23. Time is of the Essence. It is agreed that time is of the essence of this Agreement and every provision.

24. Binding Effect / Joint and Several Liability. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, administrators, successors and assigns. If Seller consists of more than one individual or entity, each such individual or entity is jointly and severally liable for all Seller obligations.

25. Litigation Expenses. In the event any party defaults in any of its covenants or obligations and a party not in default commences and prevails in any legal or equitable action against the defaulting party, the defaulting party expressly agrees to pay all reasonable expenses of the litigation, including a reasonable sum for attorneys' fees or similar costs of legal representation.

26. Brokers. The Parties each represent and warrant to the other that such party has not employed, retained, or consulted any broker, agent, or other real estate professional concerning the Property.

27. Contingencies. This Agreement is hereby made expressly contingent upon the City Council of the City of Pueblo ("Council") approving the purchase of the Property by its final adoption of a related ordinance, in its discretion. If the Council does not pass such an ordinance on second reading, then this Agreement shall be automatically terminated, all parties shall be released from all obligations hereunder, and any monies paid to Seller by Purchaser under this Agreement shall be refunded in full.

28. Authority. Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement in his or her individual or representative capacity as indicated.

29. Counterpart and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same Agreement. Signatures may be delivered by electronic copy. Electronic signatures are binding on the parties as if they were originals.

30. Recording. Purchaser may record this Agreement in the real property records of the Larimer County Clerk and Recorder.

31. Governing Law/Venue. The parties intend and agree that this Agreement is to be construed and enforced according to the laws of Colorado and that the venue in any proceeding related to the subject matter of this Agreement will be in Pueblo County, Colorado.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

SELLER: PUEBLO COMMUNITY HEALTH CENTER INC
A Colorado Non-Profit Corporation

By: Donald Moore/ Chief Executive Officer

STATE OF COLORADO)
)ss
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Donald Moore, Chief Executive Officer of the Pueblo Community Health Center Inc., a Colorado Non-Profit Corporation.
Witness my hand and official seal.
My Commission expires:

Notary Public

PURCHASER:

THE PUEBLO, COLORADO
a Municipal Corporation

Date: _____

By: _____
Nick Gradisar, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
City Attorney's Office

City Attorney

STATE OF COLORADO)
)
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Nick Gradisar as Mayor of the City of Pueblo.

Witness my hand and official seal.

My Commission expires:

Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY

Real Property situated in the County of Pueblo, State of Colorado:

PARCEL A: Lots 1 to 10 Inclusive, Block 151, Fletcher Hill Subdivision

**PARCEL B: Lots 49,50,51,52,53 and Fractional Lot 54, Fletcher Hill Subdivision
County of Pueblo, State of Colorado**

Also known as 1302 East 5th Street Pueblo, Colorado 81001-3702

Also known as Pueblo County Assessor Parcel No. 1103122

EXHIBIT B
SPECIAL WARRANTY DEED FORM

SPECIAL WARRANTY DEED

THIS DEED, made this _ day of _____, 2023 by and between PUEBLO COMMUNITY HEALTH CENTER INC., a Colorado corporation, Grantor, and in consideration of the sum of FOUR HUNDRED THIRTY EIGHT THOUSAND TWO HUNDRED SEVENTY ONE DOLLARS (\$438,271.00) in hand paid by the THE CITY OF PUEBLO, a Municipal Corporation, whose address is 1 City Hall Place, Pueblo, CO 81003, the following real property situate in the County of Pueblo, State of Colorado, to-wit:

PARCEL A: Lots 1 to 10 Inclusive, Block 151, Fletcher Hill Subdivision
PARCEL B: Lots 49,50,51,52,53 and Fractional Lot 54, Fletcher Hill Subdivision
County of Pueblo, State of Colorado

Also known as 1302 East 5th Street Pueblo, Colorado 81001-3702
also known as Pueblo County Assessor Parcel No. 1103122

TOGETHER with all and singular the hereditaments and appurtenances thereto, belonging, or in any otherwise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all of the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or in equity, of, in, and to the above bargained premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor for itself and its successors and/or assigns do covenant and agree that it shall and will warrant and forever defend the above bargained premises in the quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor. The singular number shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders. Said warranty is subject to rights-of-way, easements, covenants, plats, agreements and other restrictions of record as of the date of this Deed and any other exceptions or exclusions or rights of third parties not shown by the public records of which Grantee has actual knowledge, and subject to the inclusions of the property within any special taxing district.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

PUEBLO COMMUNITY HEALTH CENTER, INC., A COLORADO CORPORATION

Donald More
Chief Executive Officer

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

Subscribed and sworn to before me this _____ day of _____, 2023 by Donald Moore, Chief Executive Officer of the Pueblo Community Health Center, Inc., a Colorado Corporation.

Witness my hand and official seal.
My commission expires:

Notary Public



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: AN ORDINANCE RESCINDING RESOLUTION 15406, APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$120,000 FROM THE COLORADO DEPARTMENT OF HUMAN SERVICES LOCAL FOOD PURCHASE ASSISTANCE PROGRAM ON BEHALF OF THE PUEBLO FOOD PROJECT, BUDGETING AND APPROPRIATING \$120,000 TO PROJECT NO. CI2328, AND RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT

SUMMARY:

Attached is an Ordinance rescinding Resolution 15406 and approving and accepting a grant in the amount of \$120,000.00 from Colorado Department of Human Services Local Food Purchase Assistance Program to provide funds to continue pantry assistance work by the Pueblo Food Project. This Ordinance budgets and appropriates the grant funds to Project No. CI2328 thereto and ratifies the Mayor's signature of the Grant Agreement.

PREVIOUS COUNCIL ACTION:

On October 23, 2023, City Council by Resolution 15406 approved the acceptance of the \$120,000 grant from the Colorado Department of Human Services Local Food Purchase Assistance Program.

BACKGROUND:

The Pueblo Food Project Community Pantry has been in use since 2020 resulting in over one million dollars has been spent on locally procured and produced food items. Pueblo Food Project has received more than 10 grants to support the work of the Community Pantry. After passage of Resolution 15406, the City determined the award and grant agreement needed to be adopted by ordinance rather than resolution.

FINANCIAL IMPLICATIONS:

This \$120,000.00 will be received for the stated purpose without any in-kind match on the part of the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not accept the donation and return the funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 11-13-23 Dept of Human Services PFP Food Pantry Grant

ORDINANCE NO. 10605

AN ORDINANCE RESCINDING RESOLUTION 15406, APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$120,000 FROM THE COLORADO DEPARTMENT OF HUMAN SERVICES LOCAL FOOD PURCHASE ASSISTANCE PROGRAM ON BEHALF OF THE PUEBLO FOOD PROJECT, BUDGETING AND APPROPRIATING \$120,000 TO PROJECT NO. CI2328, AND RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT

WHEREAS, a grant award was given by The Colorado Department of Human Services in the amount of \$120,000.00, intended to support the Pueblo Food Project Community Pantry.

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

SECTION 1.

City Council authorizes the acceptance of \$120,000.00 from The Colorado Department of Agriculture to the City of Pueblo - Pueblo Food Project. The Grant Agreement Local Food Purchasing Assistance ("Agreement") between the Pueblo Food Project and Colorado Department of Human Services, a copy of which is attached hereto, is hereby approved, and the Mayor's signature thereon is ratified.

SECTION 2.

Project No. CI2328 is hereby created. The funds in the amount of \$120,000 shall be accepted pursuant to the Agreement and are hereby budgeted and appropriated into Project No. CI2328.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to effectuate the transactions 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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

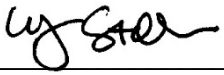
☐ Council did not act to override the Mayor's veto.

☐ 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



STATE OF COLORADO
Department of Human Services

Page 1 of 1

ORDER		*****IMPORTANT*****				
Number:	POGG1,IHGA,202400002362	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	9/19/23	BILL TO				
Description:	City of Pueblo LFPA	ACCOUNTING 1575 SHERMAN STREET, 6TH FLOOR DENVER, CO 80203-1714				
Effective Date:	10/01/23					
Expiration Date:	03/31/25					
BUYER		SHIP TO				
Buyer:	JIAMIR MIRABAL	FOOD DISTRIBUTION PROGRAM				
Email:	jiamir.mirabal@state.co.us	1575 SHERMAN STREET 3RD FLOOR				
VENDOR		DENVER, CO 80203-1714				
CITY OF PUEBLO Pueblo Food Project 1 City Hall Place Pueblo, CO 81003		SHIPPING INSTRUCTIONS				
Contact:	Luann Martinez	Delivery/Install Date: -				
Phone:	719-568-7728	FOB:				
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
City of Pueblo with The Local Food Purchase Assistance (LFPA) to purchase and distribute food to underserved communities per attached documents.						
Reference RFA IHGA 2023*368.						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	96240		0	0.00	\$120,000.00	☐
Description: LFPA Plus Contract						
Service From: 10/01/23			Service To: 03/31/25			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$120,000.00						



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A 2022 COLORADO DIVISION OF CRIMINAL JUSTICE, OFFICE OF ADULT AND JUVENILE ASSISTANCE, PROJECT SAFE NEIGHBORHOOD GRANT IN THE AMOUNT OF \$152,714 FOR THE PURCHASE OF SHOTSPOTTER, AUTHORIZING MAYOR GRADISAR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NUMBER PS2315, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$152,714 TO SAID PROJECT

SUMMARY:

Attached is a 2023 Project Safe Neighborhoods Grant, the related Grant Award Letter, and accompanying documents for the Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance #; 2022-GP-23-04, known as the Project Safe Neighborhoods Grant Program.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Project Safe Neighborhoods (PSN) is a Program funded by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. PSN is designed to create and foster safer neighborhoods through a sustained reduction in violent crime, including, but not limited to, addressing criminal gangs and the felonious possession and use of firearms. The program's effectiveness depends upon the ongoing coordination, cooperation, and partnerships of local, state, tribal, and federal law enforcement agencies--and the communities they serve--engaged in a unified approach led by the U.S. Attorney in all 94 districts.

Shot Spotter® will enhance enhance the Real Time Crime Center capability to identify

and prosecute individuals perpetrating the most violent acts. The proposed ShotSpotter® solution is designed to identify, locate, and track active gunfire, and will support the Pueblo Police Department's efforts to more effectively respond to and investigate gunfire incidents. This strategy deployed across the country and serves agencies of all sizes that are committed to leveraging real-time gunfire intelligence to reduce gun violence and build community trust.

The proposed solution is aligned with the goals of Colorado's PSN program as it fosters collaboration with the Office of Gun Violence Prevention, and other state and federal entities to crack down on gun crime; provides a significant tactical advantage in support of Patrol when responding to gunfire; creates an opportunity for officers to respond quickly to gun-related incidents; and supports community engagement efforts.

Acceptance of the award and scheduling of and budgeting for the purchase of ShotSpotter will be based upon adoption of this Ordinance, establishing Project No. PS2315, and budgeting and appropriating funds in the amount of \$152,714.00 into project PS2315. This project will fund the purchase of ShotSpotter technology for implementation in the Real Time Crime Center.

FINANCIAL IMPLICATIONS:

If approved, grant funds in the amount of \$152,714.00 will be budgeted and appropriated into Project No. PS2315 to fund the purchases. Reimbursement of the \$152,714.00 will be made to the City of Pueblo through the Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance, Project Safe Neighborhood Grant. There is no City match required.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could choose to decline acceptance of the grant award.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2022-GP-23-04__Pueblo_PD_ShotSpotter-AppID442205
2. DCJ_Grant_2022-GP-23-04__PSN_Grant_Pueblo_PD

ORDINANCE NO. 10606

AN ORDINANCE APPROVING AND ACCEPTING A 2022 COLORADO DIVISION OF CRIMINAL JUSTICE, OFFICE OF ADULT AND JUVENILE ASSISTANCE, PROJECT SAFE NEIGHBORHOOD GRANT IN THE AMOUNT OF \$152,714 FOR THE PURCHASE OF SHOTSPOTTER, AUTHORIZING MAYOR GRADISAR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NUMBER PS2315, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$152,714 TO SAID PROJECT

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

WHEREAS, the Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance, Project Safe Neighborhood Grant program has tendered an award ("Award") for Project No. 2022-GP-23-04 / Project Safe Neighborhood Grant Program (Pueblo) in the amount of \$152,714.00 upon conditions recited therein or incorporated therein by reference; and

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

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

SECTION 1.

The Grant Award Letter (Intergovernmental Grant Agreement), PSN Grant #: 2022-GP-23-04, ("Agreement") between the State of Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance, and the City of Pueblo, a Municipal Corporation, for Project Safe Neighborhood Grant Program, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The signature of the Mayor to the Grant Award Letter is hereby approved and ratified, the City Clerk is directed to affix the seal of the City thereto, and the City Clerk is furthermore directed to attest same.

SECTION 3.

Project No. PS2315 is hereby established.

SECTION 4.

Grant funds in the amount of \$152,714.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. PS2315.

SECTION 5.

Pursuant to the Agreement, the State of Colorado, Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance, ("State") may unilaterally amend the terms of the Agreement or the amount of grant funds pursuant to an updated Grant Award Letter or other change letter. In the event the State increases the grant award via such a letter, the additional funds may be accepted pursuant to this Ordinance and budgeted and appropriated into Project No. PS2315, where said funds shall only be expended and used for this project.

SECTION 6.

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 7.

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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 2023 .

☐ Disapproved on _____ based on the following objections:



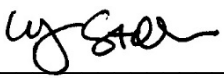
Mayor

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

Colorado Division of Criminal Justice
Office of Adult and Juvenile Justice Assistance
Project Safe Neighborhood (PSN)
Deadline: 5/22/2023

City of Pueblo
2022-GP-23-04 // Pueblo PD ShotSpotter

Jump to: [Organizational Details](#) [Questions / Statement of Work](#) [Budget Summary](#) [Tables \(Goals & Objectives and Budget\)](#) [Documents](#)
[Grant Agreement](#)

\$ 152,714.00 Requested

Submitted: 5/18/2023 11:17:30 AM (Pacific)

Project Contact

Luann Martinez
lmartinez@pueblo.us
Tel: 719-568-7726

Additional Contacts

none entered

City of Pueblo

1 City Hall Place
Pueblo, CO 810034201
United States

Mayor

Nicholas Gradisar
ngradisar@pueblo.us

Telephone 719-568-7726
Fax
Web www.pueblo.us
EIN 84-6000615
UEI NJK3BNUDRHJ7
SAM Expires

Organizational Details [top](#)

1. Applicant "Doing Business As" (DBA) under a parent company/unit of Government:

- ☒ No
☐ Yes

2. Legal Entity Name:

Enter the Legal Entity Name here. If your agency is a DBA, the Legal name will be different than the Applicant Name. If your agency is NOT a DBA, then the Applicant Name and Legal Entity Name will be the same.

City of Pueblo

3. Legal Entity Physical Address:

Enter the Legal Entity Street Address, City, State, Zip + 4 (e.g. 700 Kipling Street, Suite 1000, Lakewood, CO 80215-8957)

1 City Hall Place, Pueblo, CO, 81003-4201

4. Applicant Type:

- ☐ State-level, quasi-governmental and pre-approved not-forprofit
☒ Public/ Government

5. Are you a Colorado State Agency?

(e.g. Colorado Department of Revenue, Colorado Department of Corrections, Colorado Department of Public Safety, etc.)

- ☒ No
☐ Yes

6. Legal Entity County:

Enter the County of your legal entity address

Pueblo

7. Entity's Fiscal Year End

12/31/23

8. Total Federal Expenditures during entity's last fiscal year.

13,549,165

Questions / Statement of Work [top](#)

Project Duration

1. Project Start Date

10/01/2023

10/01/23

2. Project End Date

09/30/2025 or earlier

09/30/2024

Application Type

3. Please select the second option below, "2022 Project Safe Neighborhoods (PSN)".

☒ 2021 Project Safe Neighborhoods (PSN)

☐ 2022 Project Safe Neighborhoods (PSN)

Project Officials

4. Project Director: Name

Enter salutation, first, last, title, agency (e.g. Mrs. Sally Smith, Program Coordinator, ABC Company)

James Martin, Deputy Chief, Pueblo Police Department

5. Project Director: Mailing Address

Street Address, City, State, Zip + 4 (e.g. 700 Kipling Street, Suite 1000, Lakewood, CO 80215-8957)

200 S. Main St., Pueblo, CO 81003

6. Project Director: Email Address

martin@pueblo.us

7. Project Director: Phone Number

719-553-2410

8. Financial Officer: Name

Enter salutation, first, last, title, Agency (e.g. Mr. John Doe, Senior Accountant, ABC Accounting Services)

Kayleigh McKenzie, Grant Compliance Manager, City of Pueblo

9. Financial Officer: Mailing Address

Street Address, City, State, Zip + 4 (e.g. 700 Kipling Street, Suite 1000, Lakewood, CO 80215-8957)

1 City Hall Place, Pueblo, CO 81003-4201

10. Financial Officer: Email Address

kmckenzie@pueblo.us

11. Financial Officer: Phone Number

719-553-2667

12. Signature Authority: Name

Enter salutation, first, last, title, agency (e.g. Ms. Jane Austen, County Commissioner Chair, ABC Company).

Nick Gradsar, Mayor, City of Pueblo

13. Signature Authority: Mailing Address

Street Address, City, State, Zip + 4 (e.g. 700 Kipling Street, Suite 1000, Lakewood, CO 80215-8957)

1 City Hall Place, Pueblo, CO 81003-4201

14. Signature Authority: Email Address

ngradisar@pueblo.us

15. Signature Authority: Phone Number

719-553-2655

Statement of Work

16. Project Summary:

Include a brief description of how your project will address the 2022 PSN Goals.

Pueblo Police Department seeks funding to purchase a Shot Spotter® to enhance its capability to identify and prosecute individuals perpetrating the most violent acts. The proposed ShotSpotter® solution is designed to identify, locate, and track active gunfire, and will support the Pueblo Police Department's efforts to more effectively respond to and investigate gunfire incidents. This strategy deployed across the country and serves agencies of all sizes that are committed to leveraging real-time gunfire intelligence to reduce gun violence and build community trust.

The proposed solution is aligned with the goals of Colorado's PSN program as it fosters collaboration with the Office of Gun Violence Prevention, and other state and federal entities to crack down on gun crime; provides a significant tactical advantage in support of Patrol when responding to gunfire; creates an opportunity for officers to respond quickly to gun-related incidents; and supports community engagement efforts.

17. Problem Statement:

Provide a description of the problem to be addressed using local data/statistics/information related to the 2022 PSN Board's goals.

Safety is vital to the development of Pueblo, Colorado. Effective delivery of police services affects the City's economic development, population growth, and its fiscal well-being, including its business owners and residents. However, Pueblo's crime rate – 49 per one thousand residents – is one of the highest in the nation. Its violent crime rate (6.49 per 1,000 residents) is 70 percent higher than the Colorado rate (3.81 per 1,000 residents) and 62 percent higher than the national median rate (4.00 per 1,000 residents). Pueblo is the only Colorado metropolitan area -- and one of only 10 in the Western U.S. -- to rank among the 50 most dangerous cities in the country.

Aggravated assaults have steadily increased over the past few years from 564 in 2019 to 761 in 2021. These include menacing with a weapon (about 39%), discharge of a firearm (about 24%), first and second degree assault, child abuse with SBI, and first and second degree attempted murder. Pueblo's Part I crime rate increased climbed by 22% last year, driven by a rise in sexual assaults, aggravated assault, robberies, burglary, theft/larceny, auto theft, and arson. A notable increase in gang activity gave rise to a historic 107% increase in homicides; of the suspects in homicide cases, 13 are known gang members. There were over 200 shootings in the city -- including 161 drive-by shootings and four gang-related homicides. The uniform crime statistics gathered by Pueblo Police Department (PPD) indicate an alarming increase in gunshot related incidents and calls for service in our community. Between 1 January 2022 and 30 April 2023, inclusive, PPD received 4,222 calls for service involving drive by shootings (10%), shots fired (83%), and shootings (6%). 1,024 incident reports were filed. Calls originated from Pueblo's Eastside and Bessemer neighborhoods more than others.

This spike in crime is a huge threat to the health and safety of residents and an urgent need exists to implement safety and security measures to address and combat gun related violence problem. It is also a threat to the city's economic growth: Nationwide, fear of crime is cited as a primary factor in the quality of life within communities, as well as a contributing factor in business and family relocation decisions.

Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1, which perpetuates a perception that law enforcement "does not respond" when guns are fired. Citizens who feel law enforcement doesn't care about them and refuses to meet their needs for safety and security may understandably be more likely to refuse to assist the police when their help is needed. When a citizen does report a gunfire incident, the 9-1-1 call typically comes several minutes after the event occurred, and based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, diminishing the opportunity to identify suspects and witnesses, recover evidence, and most importantly, render life-saving aid to victims.

As the crime rate in the city rises, the staffing required to handle responses also increases. However, Pueblo Police Department's has 47 vacancies of its authorized strength of 231. 40+ positions have been vacant for 16 months. As PPD faces increasing challenges such as staffing shortages, aging technologies, and growth in crime, the department requires a solutions that will address increase in crime and reduced resources through a combination of data-driven policing, technology, and community involvement.

18. Project Plan:

In this section, applicants will address their proposed PSN violence reduction strategy and their plan for implementation of their strategy.

PPD seeks funding to install a security measure known as the ShotSpotter Gunfire Location, Alert and Analysis Service to help fight our war on crime. This is one component of PPD's overall anti-violence strategy to reduce crime in the city: adding technology in conjunction with best practices to provide PPD with an effective force-multiplier while increasing efficiency in deploying resources and increasing situational awareness. Specifically, it will compliment the city's plan to implement a Real Time Crime Center (RTCC) that includes License Plate Readers (LPR) and cameras, RTCC and ShotSpotter are technologies

designed to help law enforcement agencies collect, analyze, and disseminate critical information to allow officers to respond to crimes more efficiently with operational intelligence. Ultimately, they will help PPD protect the community by ensuring the right resources are provided when and where they are needed most.

The ShotSpotter® technology has gained national attention in its multiple applications including identifying, locating and tracking active gunfire. The make and model of this proposed solution were thoroughly vetted by Pueblo Police Department (PPD) and endorsed by other law enforcement agencies. More about Gunshot Detection/Location and statistics can be found at <https://www.soundthinking.com/law-enforcement/gunshot-detection-technology/>

Based on crime analysis, PPD will be targeting a coverage area where there has been a significant spike in crime and shots fired incidents in the City of Pueblo. Networked sensors will be placed throughout targeted areas at specific coordinates on buildings and telephone poles within the neighborhoods to accurately detect and locate the origin of gunshots and weapons-events. Once a gunshot is detected, ShotSpotter calculates the position where the gun was fired and sends the data to a central server accessible by PPD. Because ShotSpotter uses computer software to analyze sounds, ShotSpotter is precise enough to ignore fireworks, backfiring cars, and other noises that could be mistaken for gunfire.

With this new technology, dispatchers will be equipped with the exact location, number of rounds fired, number of shooters involved, and type of explosion. With greater knowledge of the situation's severity and scope, first responders can arrive at the scene faster and will be better prepared to protect their personal safety, attend to victims, and more efficiently manage the crime scene. The result is preemptive intelligence for better safety and appropriate dispatch of resources and improved preservation and collection of physical evidence. Specifically, it will increase the number of arrests, decrease police response time, increase officer safety, identify key forensic evidence, ultimately saving numerous lives.

ShotSpotter combines wide-area acoustic surveillance with centralized, cloud-based analysis to provide a gunfire alert and analysis service in under 60 seconds from trigger pull. The service uses multiple collaborative, acoustic sensors that activate when gunfire occurs, providing comprehensive outdoor coverage over complex urban geographies. When there is a shooting outdoors, ShotSpotter sensors and software triangulate and pinpoint the precise location of each round fired within seconds. Detailed incident data is immediately sent to the SST Incident Review Center. Immediately, an SST gunfire and acoustics expert analyzes the data and qualifies the incident. Once validated an alert is sent to dispatch centers, Public Safety Answer Points (PSAP) and directly to field personnel through any computer or mobile device with access to the Internet, all in under a minute.

The deployment of this technology will allow for intelligence gathering, prosecution, and information sharing of would-be and identified criminal and terrorist individuals or organizations that use guns or explosives as a tool to do harm. This information may then be shared with Pueblo County Sheriff's Office and other applicable law enforcement and intelligence communities.

Currently there are no agencies in Pueblo County that have deployed a permanent gunshot location system as expansive as this intended deployment. The purchase of this system will have immediate impact for the community with its internal use in the city's police department.

Geographic Area where Grant Funds will be Utilized

19. Colorado US Congressional District (01-07)

Enter district information that corresponds to the Service Area of this project. If Statewide, enter Statewide in the box provided. All other responses designating district should be separated by a comma.

03

20. State Senate District (01-35)

Enter district information that corresponds to the Service Area of this project. If Statewide, enter Statewide in the box provided. All other responses designating district should be separated by a comma.

03

21. State House District (01-65)

Enter district information that corresponds to the Service Area of this project. If Statewide, enter Statewide in the box provided. All other responses designating district should be separated by a comma.

46

22. Colorado Judicial District (01-22)

Enter district information that corresponds to the Service Area of this project. If Statewide, enter Statewide in the box provided. All other responses designating district should be separated by a comma.

10

23. Counties

Enter district information that corresponds to the Service Area of this project. If Statewide, enter Statewide in the box provided. All other responses designating counties served should be separated by a comma.

Pueblo County

24. Cities

Enter district information that corresponds to the Service Area of this project. If Statewide, enter Statewide in the box provided. All other responses designating counties served should be separated by a comma.

City of Pueblo

Implementing Agency

25. Implementing Agency Name:

Enter the Implementing Agency Name. If not applicable, enter NA.

City of Pueblo Police Department

26. Implementing Agency Entity Function:

- ☐ This Project will not utilize a separate Implementing Agency. The Applicant and Implementing Agency are the same.
- ☒ Law Enforcement
- ☐ Public Defense
- ☐ Education

- ☐ Treatment/Substance Abuse
- ☐ Courts
- ☐ Youth Services
- ☐ Treatment/Mental Health
- ☐ Prosecution
- ☐ Probation
- ☐ Social Services

Budget Summary [top](#)

Budget Summary Requested/Awarded	Grant Funds
Personnel	
Supplies and Operating	
Travel	
Equipment	\$ 152,714.00
Consultants / Contracts	
Indirect	
Total	\$ 152,714.00

Budget Summary Narrative

The City of Pueblo Police Department humbly requests \$152,714 for this project. Pueblo is majority-minority community composed of a broad diversity of residents with many linguistic, racial, ethnic, and cultural backgrounds. The U.S. Census Bureau 2020 reported the local Hispanic/Latinx residency to be 52.2%, the highest in all census places in CO with a population over 100,000. It is largely this same population that makes up much of the rate of Puebloans living in poverty - an alarming 24.4% despite expanded federal aid in response to the COVID-19-induced recession. Of the 54 census tracts in Pueblo County, 28 are Areas of Persistent Poverty. The City of Pueblo, Colorado has eight designated Opportunity Zones. Consistent with OMB's Interim Guidance for the Justice Initiative, Pueblo meets the definition of a Historically Disadvantaged Community. Local data demonstrates that the highest volume of gang activity is centralized in neighborhoods with visible differences from other parts of the city – palpable poverty, disrepair, and neglect. Pueblo's leadership has reckoned with the truth about a century of underinvestment and is ready to revitalize and redress the neighborhoods. This is a poor community and the tax base does not generate adequate funding to fund these projects.

The FY2021-2022 Project Safe Neighborhood award will be restricted to the purchase of an all-inclusive subscription-based SpotShotter® gunshot detection, location, and forensic analysis service from SoundThinking, Inc., a California USA company, for one year. A oneyear subscription can be obtained with (an undiscounted) rate of \$220,000. The anticipated remainder of need, \$67,286, will be covered by the city's general funds. Concurrent with the sensor design and deployment activities (hardware from Smart Policing RTCC funding), SoundThinking will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service.

A Customer Success Director will be assigned to PPD to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will work also with PPD Chief of Police and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices.

On the day of ShotSpotter service activation to a live production status, the Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly.

Payment for the service initiation, onboarding, subscription and interface license for three years will be:

50% of fees due upon execution of agreement \$110,000

50% of fees due upon ShotSpotter service activation (live) status \$110,000

Subtotal for one-year project \$220,000.

The city's contribution of local funds will be 31%; PSN contribution will be 69%

Tables (Goals & Objectives and Budget) [top](#)

Goals & Objectives

GOAL 1

Goal 1 Law enforcement will have tools necessary to respond to shots fired

Objective 1.1

Objective Officers can more quickly and accurately go directly to the scene of shots fired

Outcome	Increased gun crime arrests
Measurement	Number of arrests
Timeframe	Immediate and continual
Objective 1.2	
Objective	Officers have the intelligence they need
Outcome	Increased situational awareness over what is available when relying solely on the 9-1-1 system
Measurement	officers' anecdotal information
Timeframe	immediate and continual
Objective 1.3	
Objective	Decreased response time
Outcome	Increased incidents of officers arriving before the shooter has left the scene
Measurement	recorded response times
Timeframe	immediate and continual
GOAL 2	
Goal 2	Improved community relations & collaboration.
Objective 2.1	
Objective	Public trust is improved
Outcome	Increased number of witnesses who may have information that can aid in the investigation
Measurement	number of witnesses
Timeframe	six months after deployment and continually thereafter
Objective 2.2	
Objective	Collaborations with the community are improved
Outcome	Increased information from the community (e.g., tip lines, field interviews, etc.)
Measurement	number of tips reported, interviews made, etc.
Timeframe	six months after deployment and continually thereafter
Objective 2.3	
Objective	
Outcome	
Measurement	
Timeframe	
GOAL 3	
Goal 3	Data is available that can be analyzed to move law enforcement agencies from a reactive to a proactive position.
Objective 3.1	
Objective	Provide valuable investigative leads
Outcome	Increased evidence collection programs
Measurement	delta between baseline and new data
Timeframe	immediate and continual
Objective 3.2	
Objective	Build an extensive casings database
Outcome	"hot addresses" are identified
Measurement	veracity of database
Timeframe	immediate and continual, with incremental growth
Objective 3.3	
Objective	Inform deployment of resources
Outcome	investigations are targeted
Measurement	anecdotal data from command staff
Timeframe	three months after deployment and continually thereafter

Personnel: Budget & Budget Narrative Details

Personnel	Position Title and Name	Annual Base Salary	Annual Base Salary	% To Be Paid	Annual Fringe	Annual Fringe	% To Be Paid	Total	Total Base Salary	OT - Annual Base Salary	OT - Annual Fringe	Total To Be Paid	Budget Narrative and Justification
			To Be Paid By Grant Funds	By Grant Funds		To Be Paid By Grant Funds	By Grant Funds	+ Fringe	+ Fringe	To Be Paid By Grant Funds	To Be Paid By Grant Funds	By Grant Funds	
1		\$	\$		\$	\$		\$ 0	\$ 0	\$	\$	\$	\$ 0
2		\$	\$		\$	\$		\$ 0	\$ 0	\$	\$	\$	\$ 0
3		\$	\$		\$	\$		\$ 0	\$ 0	\$	\$	\$	\$ 0
4		\$	\$		\$	\$		\$ 0	\$ 0	\$	\$	\$	\$ 0
5		\$	\$		\$	\$		\$ 0	\$ 0	\$	\$	\$	\$ 0
6		\$	\$		\$	\$		\$ 0	\$ 0	\$	\$	\$	\$ 0
7		\$	\$		\$	\$		\$ 0	\$ 0	\$	\$	\$	\$ 0
8		\$	\$		\$	\$		\$ 0	\$ 0	\$	\$	\$	\$ 0
9		\$	\$		\$	\$		\$ 0	\$ 0	\$	\$	\$	\$ 0
10		\$	\$		\$	\$		\$ 0	\$ 0	\$	\$	\$	\$ 0
Total		\$ 0	\$ 0		\$ 0	\$ 0		\$0	\$0	\$ 0	\$ 0	\$ 0	\$0

Non-Personnel: Budget & Budget Narrative Details

Budget Item	Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING			
S&O 1		\$	
S&O 2		\$	
S&O 3		\$	
S&O 4		\$	
S&O 5		\$	
S&O 6		\$	
S&O 7		\$	
S&O 8		\$	
S&O 9		\$	
S&O 10		\$	
Supplies & Operating Total		\$ 0	
TRAVEL			
T 1		\$	
T 2		\$	
T 3		\$	
T 4		\$	
T 5		\$	
T 6		\$	
T 7		\$	
T 8		\$	
T 9		\$	
T 10		\$	
Travel Total		\$ 0	
EQUIPMENT			
E 1	ShotSpotter, 1 year	\$ 152,714	The FY2021-2022 Project Safe Neighborhood award will be restricted to the purchase of an all-inclusive subscription-based SpotShotter® gunshot detection, location, and forensic analysis service from SoundThinking, Inc., a California USA company, for one year. A one year subscription can be obtained with (an

undiscounted) rate of \$220,000. The anticipated remainder of need, \$67,286, will be covered by the city's general funds. Concurrent with the sensor design and deployment activities (hardware from Smart Policing RTCC funding), SoundThinking will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service.

A Customer Success Director will be assigned to PPD to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will work also with PPD Chief of Police and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. On the day of ShotSpotter service activation to a live production status, the Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly.

Prorated payment for one year of the service initiation, onboarding, subscription and interface license for a three year contract will be:

50% of fees due upon execution of agreement \$110,000

50% of fees due upon ShotSpotter service activation (live) status \$110,000

Subtotal for prorated one-year PSN project subscription = \$220,000.

The city's contribution of local funds will be 31%; PSN contribution will be 69%.

E 2	\$
E 3	\$
E 4	\$
E 5	\$
E 6	\$
E 7	\$
E 8	\$
E 9	\$
E 10	\$
Equipment Total	\$ 152,714

CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)

CC 1	\$
CC 2	\$
CC 3	\$
CC 4	\$
CC 5	\$
CC 6	\$
CC 7	\$
CC 8	\$
CC 9	\$
CC 10	\$
Consultants/Contracts Total	\$ 0

INDIRECT

I 1	\$
Indirect Total	\$ 0
Total	\$ 152,714

Additional Project Funding

Amount Awarded	Description	Duration
Additional Sources of Project Funding		

Federal	\$ 190,990.00	1 lump sum reimbursement at time of purchase	BJA-2023-00065-PROD Smart Policing Category 3 (Technology), pending
State	\$		
County Government	\$		
Municipal Government	\$ 67,286.00	1 lump sum payment at time of purchase	from city general funds
Private	\$		
Other (Specify)	\$		
Total	\$ 258,276.00		

Documents [top](#)

Documents Requested *

Required? Attached Documents *

Organizational Chart [Required if grant funds personnel]

Financial Management Questionnaire (FMQ)



[FMQ](#)

[download template](#)

Certificate Regarding Lobbying; Debarment, Suspension; and Drug-Free Workplace [Awards greater than \$100,000 only]

[OJP 4061-6 Certificate](#)

[download template](#)

Certification of Compliance with 1373 - NO LONGER APPLICABLE

[download template](#)

DHS and ICE Certification - NO LONGER APPLICABLE

[download template](#)

Acceptance/Appeal of Preliminary Award Decision

[download template](#)

Certification of Compliance with Regulations - Office of Civil Rights, Department of Justice (DCJ Form 30)

[download template](#)

Budget Revision (DCJ Form 4-A)

[download template](#)

Change in Project Officials (DCJ Form 4-B)

[download template](#)

Change in Grant Award Period (DCJ Form 4-C)

[download template](#)

Equipment Inventory/Retention Certification (DCJ Form 5)

[download template](#)

Equipment Procurement Certification (DCJ Form 13)

[download template](#)

Contract Debarment Verification (DCJ Form 17)

[download template](#)

Consultants/Contracts (DCJ Form 16)

[download template](#)

Administrative Documents *

[Application](#)

[Email thread - 8.16 - 8.21.2023 - Prelim. Accept. & App. Changes](#)

Grant Agreement [top](#)

City of Pueblo

2022-GP-23-04 // Pueblo PD ShotSpotter

152,714.00

Project Safe Neighborhoods Grant FY 2021-2022:

By signing this form, I, the Project Director, certify that:

- 1) I have added all necessary collaborators to my project(s);
- 2) I have added all necessary additional contacts to my project(s);
- 3) I will not delete or add a DCJ staff member as a collaborator unless instructed to do so by DCJ; and
- 4) I acknowledge that the Report Schedule, once posted to this tab, will be followed and that I will:

- a. Submit Payment Requests electronically via the Payment Request tab in ZoomGrants.
- b. Submit Quarterly Financial Reports electronically via the odd-numbered reports in the Report tab. See attached Reporting Schedule to determine which "Reporting tab #" is associated with which quarterly financial report.
- c. Submit Quarterly Statistical and Narrative Reports via the even-numbered reports in the Report tab. See attached Reporting Schedule to determine which "Reporting tab #" is associated with which quarterly narrative report.
- d. Submit Quarterly Federal Bureau of Justice Assistance (BJA) Report via Performance Management Tool (PMT) www.bjapmt.ojp.gov.
- e. Follow additional reporting requirements as provided by your DCJ Grant Managers.

This grant is funded out of the following award Funds:

Federal Grant Number: 15PBJA-21-GG-02991-GUNP & 15PBJA-22-GG-00848-GUNP

Federal CFDA Number:16.609

Grant Agreement Documents

City of Pueblo

Colorado Division of Criminal Justice Office of Adult and Juvenile Justice Assistance

Grant Agreement

James V Martin
10/19/2023 7:02:50 AM
jmartin@pueblo.us 208.82.107.130

Amy Miller
10/19/2023 9:15:54 AM
Amy.l.miller@state.co.us 165.127.87.1

Project Safe Neighborhoods FY 2021 & 2022 Reporting Schedule - 10/1/2023 - 9/30/2024

Signatures

City of Pueblo

Colorado Division of Criminal Justice Office of Adult and Juvenile Justice Assistance

James V Martin
10/19/2023 7:02:57 AM
jmartin@pueblo.us 208.82.107.130

Amy Miller
10/19/2023 9:16:01 AM
Amy.l.miller@state.co.us 165.127.87.1

Report 1 due 1/15/2020 (not submitted) [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. What type of Report is this? (DO NOT CHANGE THIS RESPONSE)

DCJ staff have selected the appropriate response below based on your Reporting Schedule. Do not change this response.

- | | |
|--|-----------------|
| ☒ Financial Report (DCJ Form 1-A) - Quarterly | 1 total to date |
| ☐ Financial Report (DCJ Form 1-A) - Final | |
| ☐ Statistical and Narrative Report (DCJ Form 2) - Quarterly | |
| ☐ Statistical and Narrative Report (DCJ Form 2) - Final | |
| ☐ Program Income Report (DCJ Form 1-B) - Quarterly | |
| ☐ Program Income Report (DCJ Form 1-B) - Final | |

2. Prepared By:

Enter name of individual completing this report.

-no answer-

3. Prepared By Phone Number:

-no answer-

4. Reporting Period (DO NOT CHANGE THIS RESPONSE)

DCJ staff have selected the appropriate response below based on your Reporting Schedule. Do not change this response.

☐	07-01-2019 to 09-30-2019	
☐	10-01-2019 to 12-31-2019	
☐	01-01-2020 to 03-31-2020	
☐	04-01-2020 to 06-30-2020	
☐	07-01-2020 to 09-30-2020	
☐	10-01-2020 to 12-31-2020	
☐	01-01-2021 to 03-31-2021	
☐	04-01-2021 to 06-30-2021	
☐	07-01-2021 to 09-30-2021	
☐	10-01-2021 to 12-31-2021	
☐	01-01-2022 to 03-31-2022	
☐	04-01-2022 to 06-30-2022	
☐	07-01-2022 to 09-30-2022	
☐	10-01-2022 to 12-31-2022	
☐	01-01-2023 to 03-31-2023	
☐	04-01-2023 to 06-30-2023	
☐	07-01-2023 to 09-30-2023	
☒	10-01-2023 to 12-31-2023	1 total to date
☐	01-01-2024 to 03-31-2024	
☐	04-01-2024 to 06-30-2024	

5. Is this report a Quarterly AND Final Report

☐ No

☐ Yes

6. Expenditures This Quarter - Award

	(B) Personnel Expenditures
	(B) Supplies & Operating Expenditures
	(B) Travel Expenditures
	(B) Equipment
	(B) Consultants/Contracts Expenditures
	(B) Indirect Expenditures
0.00	TOTAL

7. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-no answer-

8. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

I also certify that the appropriate backup documentation is available onsite, if requested and will be retained for the required time as specified in the grant agreement. (Enter name below to act as a signature)

-no answer-

9. PROJECT INCOME RECEIPT AND EXPENDITURE

-answer not presented because of the answer to #1-

10. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

-answer not presented because of the answer to #1-

11. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

-answer not presented because of the answer to #1-

12. GOAL 1 - ACTIVITIES:

-answer not presented because of the answer to #1-

13. GOAL 2 - ACTIVITIES:

-answer not presented because of the answer to #1-

14. GOAL 3 - ACTIVITIES:

-answer not presented because of the answer to #1-

15. OUTCOMES THIS QUARTER: Provide indicators that show progress toward attaining each listed outcome/indicator.

-answer not presented because of the answer to #1-

16. PROBLEMS ENCOUNTERED:

-answer not presented because of the answer to #1-

17. PROJECT/PROPOSED CHANGES:

-answer not presented because of the answer to #1-

18. TIMELINES: Are they being met?

-answer not presented because of the answer to #1-

19. Highlights: Please describe any highlights of this program/project you feel are relevant to the program/project outcome. These can be intentional/unintentional outcomes of the work that you are doing. Please be specific in your description.

-answer not presented because of the answer to #1-

Report 2 due 1/15/2020 (not submitted) [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. What type of Report is this? (DO NOT CHANGE THIS RESPONSE)

DCJ staff have selected the appropriate response below based on your Reporting Schedule. Do not change this response.

- | | |
|--|-----------------|
| ☐ Financial Report (DCJ Form 1-A) - Quarterly | 1 total to date |
| ☐ Financial Report (DCJ Form 1-A) - Final | |
| ☐ Statistical and Narrative Report (DCJ Form 2) - Quarterly | |
| ☐ Statistical and Narrative Report (DCJ Form 2) - Final | |
| ☒ Program Income Report (DCJ Form 1-B) - Quarterly | 1 total to date |
| ☐ Program Income Report (DCJ Form 1-B) - Final | |

2. Prepared By:

Enter name of individual completing this report.

-no answer-

3. Prepared By Phone Number:

-no answer-

4. Reporting Period (DO NOT CHANGE THIS RESPONSE)

DCJ staff have selected the appropriate response below based on your Reporting Schedule. Do not change this response.

- | | |
|--|-----------------|
| ☐ 07-01-2019 to 09-30-2019 | |
| ☐ 10-01-2019 to 12-31-2019 | |
| ☐ 01-01-2020 to 03-31-2020 | |
| ☐ 04-01-2020 to 06-30-2020 | |
| ☐ 07-01-2020 to 09-30-2020 | |
| ☐ 10-01-2020 to 12-31-2020 | |
| ☐ 01-01-2021 to 03-31-2021 | |
| ☐ 04-01-2021 to 06-30-2021 | |
| ☐ 07-01-2021 to 09-30-2021 | |
| ☐ 10-01-2021 to 12-31-2021 | |
| ☐ 01-01-2022 to 03-31-2022 | |
| ☐ 04-01-2022 to 06-30-2022 | |
| ☐ 07-01-2022 to 09-30-2022 | |
| ☐ 10-01-2022 to 12-31-2022 | |
| ☐ 01-01-2023 to 03-31-2023 | |
| ☐ 04-01-2023 to 06-30-2023 | |
| ☐ 07-01-2023 to 09-30-2023 | |
| ☒ 10-01-2023 to 12-31-2023 | 2 total to date |
| ☐ 01-01-2024 to 03-31-2024 | |
| ☐ 04-01-2024 to 06-30-2024 | |

5. Is this report a Quarterly AND Final Report

-answer not presented because of the answer to #1-

6. Expenditures This Quarter - Award

-answer not presented because of the answer to #1-

7. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-answer not presented because of the answer to #1-

8. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-answer not presented because of the answer to #1-

9. PROJECT INCOME RECEIPT AND EXPENDITURE

	1. PROJECT INCOME BALANCE at Beginning of Quarter(Line 4 from previous report)
	2_a1. RECEIPTS/INCOME THIS QUARTER, BY SOURCE (Client Fees)
	2_a2. RECEIPTS/INCOME THIS QUARTER, BY SOURCE (Registration Fees)
	2_b. RECEIPTS/INCOME THIS QUARTER, BY SOURCE (Other)
	2_Total_ RECEIPTS/INCOME THIS QUARTER
	3. TOTAL EXPENDITURES OF PROJECT INCOME THIS QUARTER
	4. BALANCE END OF QUARTER [(1+2) - 3 = 4]
0.00	TOTAL

10. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

Enter name below to act as a signature:

-no answer-

11. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

Enter name below to act as a signature:

-no answer-

12. GOAL 1 - ACTIVITIES:

-answer not presented because of the answer to #1-

13. GOAL 2 - ACTIVITIES:

-answer not presented because of the answer to #1-

14. GOAL 3 - ACTIVITIES:

-answer not presented because of the answer to #1-

15. OUTCOMES THIS QUARTER: Provide indicators that show progress toward attaining each listed outcome/indicator.

-answer not presented because of the answer to #1-

16. PROBLEMS ENCOUNTERED:

-answer not presented because of the answer to #1-

17. PROJECT/PROPOSED CHANGES:

-answer not presented because of the answer to #1-

18. TIMELINES: Are they being met?

-answer not presented because of the answer to #1-

19. Highlights: Please describe any highlights of this program/project you feel are relevant to the program/project outcome. These can be intentional/unintentional outcomes of the work that you are doing. Please be specific in your description.

-answer not presented because of the answer to #1-

Report 3 due 4/15/2020 (not submitted) [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. What type of Report is this? (DO NOT CHANGE THIS RESPONSE)

DCJ staff have selected the appropriate response below based on your Reporting Schedule. Do not change this response.

- | | |
|--|-----------------|
| ☒ Financial Report (DCJ Form 1-A) - Quarterly | 2 total to date |
| ☐ Financial Report (DCJ Form 1-A) - Final | |
| ☐ Statistical and Narrative Report (DCJ Form 2) - Quarterly | |
| ☐ Statistical and Narrative Report (DCJ Form 2) - Final | |
| ☐ Program Income Report (DCJ Form 1-B) - Quarterly | 1 total to date |
| ☐ Program Income Report (DCJ Form 1-B) - Final | |

2. Prepared By:

Enter name of individual completing this report.

-no answer-

3. Prepared By Phone Number:

-no answer-

4. Reporting Period (DO NOT CHANGE THIS RESPONSE)

DCJ staff have selected the appropriate response below based on your Reporting Schedule. Do not change this response.

- | | |
|--|-----------------|
| ☐ 07-01-2019 to 09-30-2019 | |
| ☐ 10-01-2019 to 12-31-2019 | |
| ☐ 01-01-2020 to 03-31-2020 | |
| ☐ 04-01-2020 to 06-30-2020 | |
| ☐ 07-01-2020 to 09-30-2020 | |
| ☐ 10-01-2020 to 12-31-2020 | |
| ☐ 01-01-2021 to 03-31-2021 | |
| ☐ 04-01-2021 to 06-30-2021 | |
| ☐ 07-01-2021 to 09-30-2021 | |
| ☐ 10-01-2021 to 12-31-2021 | |
| ☐ 01-01-2022 to 03-31-2022 | |
| ☐ 04-01-2022 to 06-30-2022 | |
| ☐ 07-01-2022 to 09-30-2022 | |
| ☐ 10-01-2022 to 12-31-2022 | |
| ☐ 01-01-2023 to 03-31-2023 | |
| ☐ 04-01-2023 to 06-30-2023 | |
| ☐ 07-01-2023 to 09-30-2023 | |
| ☐ 10-01-2023 to 12-31-2023 | 2 total to date |
| ☒ 01-01-2024 to 03-31-2024 | 1 total to date |
| ☐ 04-01-2024 to 06-30-2024 | |

5. Is this report a Quarterly AND Final Report

- ☐ No
☐ Yes

6. Expenditures This Quarter - Award

	(B) Personnel Expenditures
	(B) Supplies & Operating Expenditures
	(B) Travel Expenditures
	(B) Equipment
	(B) Consultants/Contracts Expenditures
	(B) Indirect Expenditures
0.00	TOTAL

7. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-no answer-

8. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

I also certify that the appropriate backup documentation is available onsite, if requested and will be retained for the required time as specified in the grant agreement. (Enter name below to act as a signature)

-no answer-

9. PROJECT INCOME RECEIPT AND EXPENDITURE

-answer not presented because of the answer to #1-

10. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

-answer not presented because of the answer to #1-

11. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

-answer not presented because of the answer to #1-

12. GOAL 1 - ACTIVITIES:

-answer not presented because of the answer to #1-

13. GOAL 2 - ACTIVITIES:

-answer not presented because of the answer to #1-

14. GOAL 3 - ACTIVITIES:

-answer not presented because of the answer to #1-

15. OUTCOMES THIS QUARTER: Provide indicators that show progress toward attaining each listed outcome/indicator.

-answer not presented because of the answer to #1-

16. PROBLEMS ENCOUNTERED:

-answer not presented because of the answer to #1-

17. PROJECT/PROPOSED CHANGES:

-answer not presented because of the answer to #1-

18. TIMELINES: Are they being met?

-answer not presented because of the answer to #1-

19. Highlights: Please describe any highlights of this program/project you feel are relevant to the program/project outcome. These can be intentional/unintentional outcomes of the work that you are doing. Please be specific in your description.

-answer not presented because of the answer to #1-

Report 4 due 4/15/2020 (not submitted) [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. What type of Report is this? (DO NOT CHANGE THIS RESPONSE)

DCJ staff have selected the appropriate response below based on your Reporting Schedule. Do not change this response.

- | | |
|--|-----------------|
| ☐ Financial Report (DCJ Form 1-A) - Quarterly | 2 total to date |
| ☐ Financial Report (DCJ Form 1-A) - Final | |
| ☐ Statistical and Narrative Report (DCJ Form 2) - Quarterly | |
| ☐ Statistical and Narrative Report (DCJ Form 2) - Final | |
| ☒ Program Income Report (DCJ Form 1-B) - Quarterly | 2 total to date |
| ☐ Program Income Report (DCJ Form 1-B) - Final | |

2. Prepared By:

Enter name of individual completing this report.

-no answer-

3. Prepared By Phone Number:

-no answer-

4. Reporting Period (DO NOT CHANGE THIS RESPONSE)

DCJ staff have selected the appropriate response below based on your Reporting Schedule. Do not change this response.

- | |
|---|
| ☐ 07-01-2019 to 09-30-2019 |
| ☐ 10-01-2019 to 12-31-2019 |
| ☐ 01-01-2020 to 03-31-2020 |
| ☐ 04-01-2020 to 06-30-2020 |
| ☐ 07-01-2020 to 09-30-2020 |
| ☐ 10-01-2020 to 12-31-2020 |
| ☐ 01-01-2021 to 03-31-2021 |

☐	04-01-2021 to 06-30-2021	
☐	07-01-2021 to 09-30-2021	
☐	10-01-2021 to 12-31-2021	
☐	01-01-2022 to 03-31-2022	
☐	04-01-2022 to 06-30-2022	
☐	07-01-2022 to 09-30-2022	
☐	10-01-2022 to 12-31-2022	
☐	01-01-2023 to 03-31-2023	
☐	04-01-2023 to 06-30-2023	
☐	07-01-2023 to 09-30-2023	
☐	10-01-2023 to 12-31-2023	2 total to date
☒	01-01-2024 to 03-31-2024	2 total to date
☐	04-01-2024 to 06-30-2024	

5. Is this report a Quarterly AND Final Report

-answer not presented because of the answer to #1-

6. Expenditures This Quarter - Award

-answer not presented because of the answer to #1-

7. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-answer not presented because of the answer to #1-

8. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-answer not presented because of the answer to #1-

9. PROJECT INCOME RECEIPT AND EXPENDITURE

	1. PROJECT INCOME BALANCE at Beginning of Quarter(Line 4 from previous report)
	2_a1. RECEIPTS/INCOME THIS QUARTER, BY SOURCE (Client Fees)
	2_a2. RECEIPTS/INCOME THIS QUARTER, BY SOURCE (Registration Fees)
	2_b. RECEIPTS/INCOME THIS QUARTER, BY SOURCE (Other)
	2_Total_ RECEIPTS/INCOME THIS QUARTER
	3. TOTAL EXPENDITURES OF PROJECT INCOME THIS QUARTER
	4. BALANCE END OF QUARTER [(1+2) - 3 = 4]
0.00	TOTAL

10. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

Enter name below to act as a signature:

-no answer-

11. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

Enter name below to act as a signature:

-no answer-

12. GOAL 1 - ACTIVITIES:

-answer not presented because of the answer to #1-

13. GOAL 2 - ACTIVITIES:

-answer not presented because of the answer to #1-

14. GOAL 3 - ACTIVITIES:

-answer not presented because of the answer to #1-

15. OUTCOMES THIS QUARTER: Provide indicators that show progress toward attaining each listed outcome/indicator.

-answer not presented because of the answer to #1-

16. PROBLEMS ENCOUNTERED:

-answer not presented because of the answer to #1-

17. PROJECT/PROPOSED CHANGES:

-answer not presented because of the answer to #1-

18. TIMELINES: Are they being met?

-answer not presented because of the answer to #1-

19. Highlights: Please describe any highlights of this program/project you feel are relevant to the program/project outcome. These can be intentional/unintentional outcomes of the work that you are doing. Please be specific in your description.

-answer not presented because of the answer to #1-

Report 5 due 7/15/2020 (not submitted) [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. What type of Report is this? (DO NOT CHANGE THIS RESPONSE)

DCJ staff have selected the appropriate response below based on your Reporting Schedule. Do not change this response.

- | | |
|--|-----------------|
| ☒ Financial Report (DCJ Form 1-A) - Quarterly | 3 total to date |
| ☐ Financial Report (DCJ Form 1-A) - Final | |
| ☐ Statistical and Narrative Report (DCJ Form 2) - Quarterly | |
| ☐ Statistical and Narrative Report (DCJ Form 2) - Final | |
| ☐ Program Income Report (DCJ Form 1-B) - Quarterly | 2 total to date |
| ☐ Program Income Report (DCJ Form 1-B) - Final | |

2. Prepared By:

Enter name of individual completing this report.

-no answer-

3. Prepared By Phone Number:

-no answer-

4. Reporting Period (DO NOT CHANGE THIS RESPONSE)

DCJ staff have selected the appropriate response below based on your Reporting Schedule. Do not change this response.

- | | |
|--|-----------------|
| ☐ 07-01-2019 to 09-30-2019 | |
| ☐ 10-01-2019 to 12-31-2019 | |
| ☐ 01-01-2020 to 03-31-2020 | |
| ☐ 04-01-2020 to 06-30-2020 | |
| ☐ 07-01-2020 to 09-30-2020 | |
| ☐ 10-01-2020 to 12-31-2020 | |
| ☐ 01-01-2021 to 03-31-2021 | |
| ☐ 04-01-2021 to 06-30-2021 | |
| ☐ 07-01-2021 to 09-30-2021 | |
| ☐ 10-01-2021 to 12-31-2021 | |
| ☐ 01-01-2022 to 03-31-2022 | |
| ☐ 04-01-2022 to 06-30-2022 | |
| ☐ 07-01-2022 to 09-30-2022 | |
| ☐ 10-01-2022 to 12-31-2022 | |
| ☐ 01-01-2023 to 03-31-2023 | |
| ☐ 04-01-2023 to 06-30-2023 | |
| ☐ 07-01-2023 to 09-30-2023 | |
| ☐ 10-01-2023 to 12-31-2023 | 2 total to date |
| ☐ 01-01-2024 to 03-31-2024 | 2 total to date |
| ☒ 04-01-2024 to 06-30-2024 | 1 total to date |

5. Is this report a Quarterly AND Final Report

- ☐ No
- ☐ Yes

6. Expenditures This Quarter - Award

- | | |
|----------------------|---------------------------------------|
| <input type="text"/> | (B) Personnel Expenditures |
| <input type="text"/> | (B) Supplies & Operating Expenditures |
| <input type="text"/> | (B) Travel Expenditures |

	(B) Equipment
	(B) Consultants/Contracts Expenditures
	(B) Indirect Expenditures
0.00	TOTAL

7. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-no answer-

8. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

I also certify that the appropriate backup documentation is available onsite, if requested and will be retained for the required time as specified in the grant agreement. (Enter name below to act as a signature)

-no answer-

9. PROJECT INCOME RECEIPT AND EXPENDITURE

-answer not presented because of the answer to #1-

10. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

-answer not presented because of the answer to #1-

11. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

-answer not presented because of the answer to #1-

12. GOAL 1 - ACTIVITIES:

-answer not presented because of the answer to #1-

13. GOAL 2 - ACTIVITIES:

-answer not presented because of the answer to #1-

14. GOAL 3 - ACTIVITIES:

-answer not presented because of the answer to #1-

15. OUTCOMES THIS QUARTER: Provide indicators that show progress toward attaining each listed outcome/indicator.

-answer not presented because of the answer to #1-

16. PROBLEMS ENCOUNTERED:

-answer not presented because of the answer to #1-

17. PROJECT/PROPOSED CHANGES:

-answer not presented because of the answer to #1-

18. TIMELINES: Are they being met?

-answer not presented because of the answer to #1-

19. Highlights: Please describe any highlights of this program/project you feel are relevant to the program/project outcome. These can be intentional/unintentional outcomes of the work that you are doing. Please be specific in your description.

-answer not presented because of the answer to #1-

Report 6 due 7/15/2020 (not submitted) [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. What type of Report is this? (DO NOT CHANGE THIS RESPONSE)

DCJ staff have selected the appropriate response below based on your Reporting Schedule. Do not change this response.

☐ Financial Report (DCJ Form 1-A) - Quarterly	3 total to date
☐ Financial Report (DCJ Form 1-A) - Final	
☐ Statistical and Narrative Report (DCJ Form 2) - Quarterly	
☐ Statistical and Narrative Report (DCJ Form 2) - Final	
☒ Program Income Report (DCJ Form 1-B) - Quarterly	3 total to date
☐ Program Income Report (DCJ Form 1-B) - Final	

2. Prepared By:

Enter name of individual completing this report.

-no answer-

3. Prepared By Phone Number:

-no answer-

4. Reporting Period (DO NOT CHANGE THIS RESPONSE)

DCJ staff have selected the appropriate response below based on your Reporting Schedule. Do not change this response.

☐	07-01-2019 to 09-30-2019	
☐	10-01-2019 to 12-31-2019	
☐	01-01-2020 to 03-31-2020	
☐	04-01-2020 to 06-30-2020	
☐	07-01-2020 to 09-30-2020	
☐	10-01-2020 to 12-31-2020	
☐	01-01-2021 to 03-31-2021	
☐	04-01-2021 to 06-30-2021	
☐	07-01-2021 to 09-30-2021	
☐	10-01-2021 to 12-31-2021	
☐	01-01-2022 to 03-31-2022	
☐	04-01-2022 to 06-30-2022	
☐	07-01-2022 to 09-30-2022	
☐	10-01-2022 to 12-31-2022	
☐	01-01-2023 to 03-31-2023	
☐	04-01-2023 to 06-30-2023	
☐	07-01-2023 to 09-30-2023	
☐	10-01-2023 to 12-31-2023	2 total to date
☐	01-01-2024 to 03-31-2024	2 total to date
☒	04-01-2024 to 06-30-2024	2 total to date

5. Is this report a Quarterly AND Final Report

-answer not presented because of the answer to #1-

6. Expenditures This Quarter - Award

-answer not presented because of the answer to #1-

7. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-answer not presented because of the answer to #1-

8. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-answer not presented because of the answer to #1-

9. PROJECT INCOME RECEIPT AND EXPENDITURE

	1. PROJECT INCOME BALANCE at Beginning of Quarter(Line 4 from previous report)
	2_a1. RECEIPTS/INCOME THIS QUARTER, BY SOURCE (Client Fees)
	2_a2. RECEIPTS/INCOME THIS QUARTER, BY SOURCE (Registration Fees)
	2_b. RECEIPTS/INCOME THIS QUARTER, BY SOURCE (Other)
	2_Total_ RECEIPTS/INCOME THIS QUARTER
	3. TOTAL EXPENDITURES OF PROJECT INCOME THIS QUARTER
	4. BALANCE END OF QUARTER [(1+2) - 3 = 4]
0.00	TOTAL

10. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

Enter name below to act as a signature:

-no answer-

11. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

Enter name below to act as a signature:

-no answer-

12. GOAL 1 - ACTIVITIES:

-answer not presented because of the answer to #1-

13. GOAL 2 - ACTIVITIES:

-answer not presented because of the answer to #1-

14. GOAL 3 - ACTIVITIES:

-answer not presented because of the answer to #1-

15. OUTCOMES THIS QUARTER: Provide indicators that show progress toward attaining each listed outcome/indicator.

-answer not presented because of the answer to #1-

16. PROBLEMS ENCOUNTERED:

-answer not presented because of the answer to #1-

17. PROJECT/PROPOSED CHANGES:

-answer not presented because of the answer to #1-

18. TIMELINES: Are they being met?

-answer not presented because of the answer to #1-

19. Highlights: Please describe any highlights of this program/project you feel are relevant to the program/project outcome. These can be intentional/unintentional outcomes of the work that you are doing. Please be specific in your description.

-answer not presented because of the answer to #1-

Report 7 due 10/15/2020 (not submitted) [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. What type of Report is this? (DO NOT CHANGE THIS RESPONSE)

-answer not presented because of the answer to #1-

2. Prepared By:

-answer not presented because of the answer to #1-

3. Prepared By Phone Number:

-answer not presented because of the answer to #1-

4. Reporting Period (DO NOT CHANGE THIS RESPONSE)

-answer not presented because of the answer to #1-

5. Is this report a Quarterly AND Final Report

-answer not presented because of the answer to #1-

6. Expenditures This Quarter - Award

-answer not presented because of the answer to #1-

7. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-answer not presented because of the answer to #1-

8. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-answer not presented because of the answer to #1-

9. PROJECT INCOME RECEIPT AND EXPENDITURE

-answer not presented because of the answer to #1-

10. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

-answer not presented because of the answer to #1-

11. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

-answer not presented because of the answer to #1-

12. GOAL 1 - ACTIVITIES:

-answer not presented because of the answer to #1-

13. GOAL 2 - ACTIVITIES:

-answer not presented because of the answer to #1-

14. GOAL 3 - ACTIVITIES:

-answer not presented because of the answer to #1-

15. OUTCOMES THIS QUARTER: Provide indicators that show progress toward attaining each listed outcome/indicator.

-answer not presented because of the answer to #1-

16. PROBLEMS ENCOUNTERED:

-answer not presented because of the answer to #1-

17. PROJECT/PROPOSED CHANGES:

-answer not presented because of the answer to #1-

18. TIMELINES: Are they being met?

-answer not presented because of the answer to #1-

19. Highlights: Please describe any highlights of this program/project you feel are relevant to the program/project outcome. These can be intentional/unintentional outcomes of the work that you are doing. Please be specific in your description.

-answer not presented because of the answer to #1-

Report 8 due 10/15/2020 (not submitted) [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. What type of Report is this? (DO NOT CHANGE THIS RESPONSE)

-answer not presented because of the answer to #1-

2. Prepared By:

-answer not presented because of the answer to #1-

3. Prepared By Phone Number:

-answer not presented because of the answer to #1-

4. Reporting Period (DO NOT CHANGE THIS RESPONSE)

-answer not presented because of the answer to #1-

5. Is this report a Quarterly AND Final Report

-answer not presented because of the answer to #1-

6. Expenditures This Quarter - Award

-answer not presented because of the answer to #1-

7. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-answer not presented because of the answer to #1-

8. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-answer not presented because of the answer to #1-

9. PROJECT INCOME RECEIPT AND EXPENDITURE

-answer not presented because of the answer to #1-

10. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

-answer not presented because of the answer to #1-

11. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

-answer not presented because of the answer to #1-

12. GOAL 1 - ACTIVITIES:

-answer not presented because of the answer to #1-

13. GOAL 2 - ACTIVITIES:

-answer not presented because of the answer to #1-

14. GOAL 3 - ACTIVITIES:

-answer not presented because of the answer to #1-

15. OUTCOMES THIS QUARTER: Provide indicators that show progress toward attaining each listed outcome/indicator.

-answer not presented because of the answer to #1-

16. PROBLEMS ENCOUNTERED:

-answer not presented because of the answer to #1-

17. PROJECT/PROPOSED CHANGES:

-answer not presented because of the answer to #1-

18. TIMELINES: Are they being met?

-answer not presented because of the answer to #1-

19. Highlights: Please describe any highlights of this program/project you feel are relevant to the program/project outcome. These can be intentional/unintentional outcomes of the work that you are doing. Please be specific in your description.

-answer not presented because of the answer to #1-

Report 10 due 1/15/2021 (not submitted) [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. What type of Report is this? (DO NOT CHANGE THIS RESPONSE)

-answer not presented because of the answer to #1-

2. Prepared By:

-answer not presented because of the answer to #1-

3. Prepared By Phone Number:

-answer not presented because of the answer to #1-

4. Reporting Period (DO NOT CHANGE THIS RESPONSE)

-answer not presented because of the answer to #1-

5. Is this report a Quarterly AND Final Report

-answer not presented because of the answer to #1-

6. Expenditures This Quarter - Award

-answer not presented because of the answer to #1-

7. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-answer not presented because of the answer to #1-

8. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents.

-answer not presented because of the answer to #1-

9. PROJECT INCOME RECEIPT AND EXPENDITURE

-answer not presented because of the answer to #1-

10. Financial Officer: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

-answer not presented because of the answer to #1-

11. Project Director: I certify that, to the best of my knowledge and belief, this report is correct and complete, all the expenditures were made within the guidelines of the funding source.

-answer not presented because of the answer to #1-

12. GOAL 1 - ACTIVITIES:

-answer not presented because of the answer to #1-

13. GOAL 2 - ACTIVITIES:

-answer not presented because of the answer to #1-

14. GOAL 3 - ACTIVITIES:

-answer not presented because of the answer to #1-

15. OUTCOMES THIS QUARTER: Provide indicators that show progress toward attaining each listed outcome/indicator.

-answer not presented because of the answer to #1-

16. PROBLEMS ENCOUNTERED:

-answer not presented because of the answer to #1-

17. PROJECT/PROPOSED CHANGES:

-answer not presented because of the answer to #1-

18. TIMELINES: Are they being met?

-answer not presented because of the answer to #1-

19. Highlights: Please describe any highlights of this program/project you feel are relevant to the program/project outcome. These can be intentional/unintentional outcomes of the work that you are doing. Please be specific in your description.

-answer not presented because of the answer to #1-

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Grantee: City of Pueblo
Project: Pueblo PD ShotSpotter

DCJ Grant #: 2022-GP-23-04

GRANT AWARD LETTER
(Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

COVER PAGE

State Agency Department of Public Safety, Division of Criminal Justice	DCJ Grant Number 2022-GP-23-04
Grantee City of Pueblo	Federal Unique Entity Identifier (UEI) NJK3BNUDRHJ7
	Is this Award for Research and Development (R&D)? No
Grant Issuance Date (Start Date) October 1, 2023	Grant Expiration Date (End Date) September 30, 2024
Grant Amount Federal Award #15PBJA-21-GG-02991-GUNP: \$93,739 Federal Award #15PBJA-22-GG-00848-GUNP: \$58,975 Total Grant Funds Awarded: \$152,714	Total Grantee Match Required: 0%
Agreement Authority (State Authority) The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.	Grant Description Pueblo Police Department seeks funding to purchase a Shot Spotter® to enhance its capability to identify and prosecute individuals perpetrating the most violent acts. The proposed ShotSpotter® solution is designed to identify, locate, and track active gunfire, and will support the Pueblo Police Department's efforts to more effectively respond to and investigate gunfire incidents. This strategy deployed across the country and serves agencies of all sizes that are committed to leveraging real-time gunfire intelligence to reduce gun violence and build community trust.
Grant Purpose The Department of Justice Project Safe Neighborhoods (PSN) Program is a nationwide initiative that brings together federal, state, local, tribal, and territorial law enforcement officials, prosecutors, community-based partners, and other stakeholders to identify the most pressing violent crime problems in a community and develop comprehensive solutions to address them. PSN is coordinated by the U.S. Attorneys' Offices (USAOs) in the 94 federal judicial districts throughout the 50 states and U.S. territories. The Colorado PSN Board, coordinated by the USAO for the District of Colorado, intends to allocate funds within the four specified Targeted Enforcement Areas that represent the regions where violence is of greatest concern and which also represent discrete law enforcement areas with unique challenges. Funds will be awarded to support focused and strategic enforcement to address violent crime, for violent crime prevention resources, and for community engagement efforts, which are in alignment with the Colorado PSN Program strategy. Reviews were conducted by the PSN Board, members of which were not eligible to apply for funding. Criteria for scoring used by the PSN Board was based upon Colorado's PSN strategic plan and upon the proposal's adherence to the four PSN design features (Community Engagement, Prevention and Intervention, Focused and Strategic Enforcement, and Accountability).	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A1, Sample Option Letter. 2. Exhibit A2, Sample Grant Funding Change Letter 3. Exhibit B, Grant Requirements. 4. Exhibit C, Special Conditions. 5. Exhibit D, Statement of Work. 6. Exhibit E, Budget. 7. Exhibit F, Federal Requirements.	

Grantee: City of Pueblo
Project: Pueblo PD ShotSpotter

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In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit F, Federal Requirements.
2. Exhibit C, Special Conditions.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit B, Grant Requirements.
5. Exhibit D, Statement of Work.
6. Exhibit E, Budget.

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Award Office	U.S. Department of Justice (US DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA)	
Grant Program	Project Safe Neighborhoods – Formula (PSN)	
CFDA	16.609	
Federal Award Number(s)	15PBJA-21-GG-02991-GUNP	15PBJA-22-GG-00848-GUNP
Federal Award Date	12/08/2021	09/28/2022
Federal Award End Date *	09/30/2024	09/30/2025
Federal Statutory Authority	This project is supported under FY 21 (BJA – Project Safe Neighborhoods - Formula) 34 U.S.C. §§60701-60705	This project is supported under FY 22 (BJA – Project Safe Neighborhoods - Formula) 34 U.S.C. §§60701-60705
Total Amount of Federal Award (this is not the amount of this grant agreement)	\$284,549	\$288,791

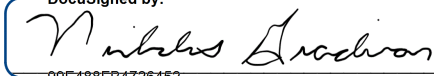
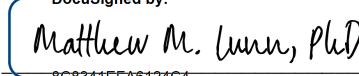
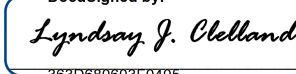
* The Federal Award End Date is current at the time of this award. All federal funds are subject to availability as described in §2 and §5 below.

Grantee: City of Pueblo
 Project: Pueblo PD ShotSpotter

DCJ Grant #: 2022-GP-23-04

SIGNATURE PAGE**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE City of Pueblo DocuSigned by:  99E488FB4726452... By: Nick Gradisar, Mayor Date: <u>10/17/2023 2:19:22 PM PDT</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety Stan Hilkey, Executive Director DocuSigned by:  8C8341EFA6124C4... By: Division of Criminal Justice Matthew M. Lunn, PhD, Director Date: <u>10/18/2023 9:44:07 AM PDT</u>
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  363D680603F0405... By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice Effective Date: <u>10/18/2023 10:44:57 AM MDT</u>	

Grantee: City of Pueblo
Project: Pueblo PD ShotSpotter

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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in **Exhibit E, Budget**.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.

Grantee: City of Pueblo
Project: Pueblo PD ShotSpotter

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- I. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. See Federal Award(s) Applicable to this Grant.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- U. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- V. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Y. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- CC. **“Subgrantee”** means third-parties, if any, engaged by Grantee or Subgrantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives benefit from the work. There may be multiple tiers of subgrantees/subrecipients that do not include procurement transactions.
- DD. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- EE. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information

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includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.

- FF. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- GG. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- HH. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit E** and **Exhibit F**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Grantee: City of Pueblo
Project: Pueblo PD ShotSpotter

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Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in **Exhibit F**. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and receives written approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Grant within **45** days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

Grantee: City of Pueblo
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7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee in accordance with the Uniform Guidance, and other State procedure.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantee and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees and Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax

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Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantee or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security,

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data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State’s interests and absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantee or Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State’s sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of

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and otherwise exploit all intellectual property created by Grantee or any Subgrantees or Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

L. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

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EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option
Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00	Agreement Performance Beginning Date Month Day, Year
Total for All State Fiscal Years \$0.00	Current Agreement Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- F. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date:
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EXHIBIT A2, GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	Grant Funding Change Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Grant Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Grant Funding Change Letter Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with §**Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

- A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____
In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Grant Funding Change Letter Effective Date: _____

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EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. DUE DATE:

I. PROJECT START:

The Grantee must submit the most recent audit or financial review, including the corresponding governance letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier. Failure to do

B. REPORT/AUDIT TYPE:

I. If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

II. [NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"] If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

- 1.** Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
- 2.** Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

- I.** does not meet the applicable federal audit or DCJ standards;

II. is not submitted in a timely manner; or,

III. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. FAILURE TO COMPLY:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. ADDITIONAL REPORTING REQUIREMENTS

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

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5. AWARD CHANGE REQUESTS

- A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

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EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein.

- ☒ 2021 – Project Safe Neighborhoods (PSN) Special Conditions
- ☒ 2022 – Project Safe Neighborhoods (PSN) Special Conditions

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EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

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EXHIBIT E, BUDGET

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

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EXHIBIT F, FEDERAL REQUIREMENTS

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

The following federal requirements documents, if checked, are incorporated herein.

- ☒ 2022 Federal Requirements
- ☒ 2021 Federal Requirements

2022 – Project Safe Neighborhoods (PSN) Special Conditions

2022 – Project Safe Neighborhoods (PSN) Special Conditions

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to Grantees and must be passed on to subgrant award recipients.

1. The FY22 Project Safe Neighborhoods Initiative, represents a strategic approach that brings more “science” into criminal justice operations by leveraging innovative applications of analysis, technology, and evidence-based practices with the goal of improving performance and effectiveness while containing costs while addressing crime associated with gun crime and gang violence. Awards under this program will implement the five core elements of PSN— partnerships, strategic planning and research integration, training and technical assistance outreach, and accountability, data analysis, and data-informed efforts —to address specific gun crime and gang violence problems in that district.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

- 1) New construction;
 - 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - 3) A renovation which will change the basic prior use of a facility or significantly change its size;
 - 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
 - 5) Implementation of a program involving the use of chemicals.
2. The grantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
 3. The award grantee (and any subrecipient at any tier) agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the DCJ and the Office of Justice Programs.
 4. The grantee (and any subrecipient at any tier) agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
 5. Protection of human research subjects

The grantee (and any subgrantee at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

6. Confidentiality of data
The grantee (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The grantee further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

2022 – Project Safe Neighborhoods (PSN) Special Conditions

7. The grantee agrees to submit to DCJ for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No.

15PBJA-22-GG-00848-GUNP awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

8. Required attendance at BJA-sponsored events

The grantee (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

9. Cooperating with DCJ and OJP Monitoring

The grantee agrees to comply with DCJ and OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The grantee agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the grantee agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the grantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the grantee's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the grantee as a DOJ High Risk grantee; or termination of an award(s).

10. Copyright; Data rights

The grantee acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a grantee or subrecipient (at any tier) purchases ownership with Federal support.

The grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the grantee (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The grantee has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the grantee's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the

2022 – Project Safe Neighborhoods (PSN) Special Conditions

Government such rights, the grantee shall promptly bring such refusal to the attention of the DCJ for the award and not proceed with the agreement in question without further authorization from DCJ.

11. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
12. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
13. Body armor - compliance with NIJ standards and other requirements
Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>
14. The grantee agrees to secure and maintain on file signed statements by each member of the selection committee appointed by the United States Attorney or the PSN Task Force indicating that in making recommendations or decisions regarding contracts or subgrants paid for by this grant, the member had no conflict of interest. Such statements must include all of the language included in the PSN Conflict of Interest Certification, however, the grantee may use a different format or may add other related certifications of their own.
15. The grantee agrees to submit to DCJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DCJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.
16. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any nongovernmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should

2022 – Project Safe Neighborhoods (PSN) Special Conditions

work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

17. In accepting this award, the grantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the grantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Grantees utilizing funds for FRT must make such policies and procedures available to DCJ and/or DOJ upon request.

EXHIBIT D, STATEMENT OF WORK

Project Summary

Pueblo Police Department seeks funding to purchase a Shot Spotter® to enhance its capability to identify and prosecute individuals perpetrating the most violent acts. The proposed ShotSpotter® solution is designed to identify, locate, and track active gunfire, and will support the Pueblo Police Department's efforts to more effectively respond to and investigate gunfire incidents. This strategy deployed across the country and serves agencies of all sizes that are committed to leveraging real-time gunfire intelligence to reduce gun violence and build community trust.

Project Plan

PPD seeks funding to install a security measure known as the ShotSpotter Gunfire Location, Alert and Analysis Service to help fight our war on crime. This is one component of PPD's overall anti-violence strategy to reduce crime in the city: adding technology in conjunction with best practices to provide PPD with an effective force-multiplier while increasing efficiency in deploying resources and increasing situational awareness. Specifically, it will compliment the city's plan to implement a Real Time Crime Center (RTCC) that includes License Plate Readers (LPR) and cameras, RTCC and ShotSpotter are technologies

designed to help law enforcement agencies collect, analyze, and disseminate critical information to allow officers to respond to crimes more efficiently with operational intelligence. Ultimately, they will help PPD protect the community by ensuring the right resources are provided when and where they are needed most.

The ShotSpotter® technology has gained national attention in its multiple applications including identifying, locating and tracking active gunfire. The make and model of this proposed solution were thoroughly vetted by Pueblo Police Department (PPD) and endorsed by other law enforcement agencies. More about Gunshot Detection/Location and statistics can be found at <https://www.soundthinking.com/law-enforcement/gunshot-detection-technology/>

Based on crime analysis, PPD will be targeting a coverage area where there has been a significant spike in crime and shots fired incidents in the City of Pueblo. Networked sensors will be placed throughout targeted areas at specific coordinates on buildings and telephone poles within the neighborhoods to accurately detect and locate the origin of gunshots and weapons-events. Once a gunshot is detected, ShotSpotter calculates the position where the gun was fired and sends the data to a central server accessible by PPD. Because ShotSpotter uses computer software to analyze sounds, ShotSpotter is precise enough to ignore fireworks, backfiring cars, and other noises that could be mistaken for gunfire.

With this new technology, dispatchers will be equipped with the exact location, number of rounds fired, number of shooters involved, and type of explosion. With greater knowledge of the situation's severity and scope, first responders can arrive at the scene faster and will be better prepared to protect their personal safety, attend to victims, and more efficiently manage the crime scene. The result is preemptive intelligence for better safety and appropriate dispatch of resources and improved preservation and collection of physical evidence. Specifically, it will increase the number of arrests, decrease police response time, increase officer safety, identify key forensic evidence, ultimately saving numerous lives.

Grantee: Pueblo Police Department
Project: Pueblo PD ShotSpotter

DCJ Grant #: 2022-GP-23-04

ShotSpotter combines wide-area acoustic surveillance with centralized, cloud-based analysis to provide a gunfire alert and analysis service in under 60 seconds from trigger pull. The service uses multiple collaborative, acoustic sensors that activate when gunfire occurs, providing comprehensive outdoor coverage over complex urban geographies. When there is a shooting outdoors, ShotSpotter sensors and software triangulate and pinpoint the precise location of each round fired within seconds. Detailed incident data is immediately sent to the SST Incident Review Center. Immediately, an SST gunfire and acoustics expert analyzes the data and qualifies the incident. Once validated an alert is sent to dispatch centers, Public Safety Answer Points (PSAP) and directly to field personnel through any computer or mobile device with access to the Internet, all in under a minute.

The deployment of this technology will allow for intelligence gathering, prosecution, and information sharing of would-be and identified criminal and terrorist individuals or organizations that use guns or explosives as a tool to do harm. This information may then be shared with Pueblo County Sheriff's Office and other applicable law enforcement and intelligence communities.

Currently there are no agencies in Pueblo County that have deployed a permanent gunshot location system as expansive as this intended deployment. The purchase of this system will have immediate impact for the community with its internal use in the city's police department.

Goals & Objectives

GOAL 1	
Goal	Law enforcement will have tools necessary to respond to shots fired.
Objective 1.1	Officers can more quickly and accurately go directly to the scene of shots fired.
Outcome	Increased gun crime arrests.
Measurement	Number of arrests.
Timeframe	Immediate and continual.
Objective 1.2	Officers have the intelligence they need.
Outcome	Increased situational awareness over what is available when relying solely on the 9-1-1 system.
Measurement	Officers' anecdotal information.
Timeframe	Immediate and continual.
Objective 1.3	Decreased response time.
Outcome	Increased incidents of officers arriving before the shooter has left the scene.
Measurement	Recorded response times.
Timeframe	Immediate and continual.

Grantee: Pueblo Police Department
 Project: Pueblo PD ShotSpotter

DCJ Grant #: 2022-GP-23-04

GOAL 2

Goal Improved community relations & collaboration.

Objective 2.1 Public trust is improved.

Outcome Increased number of witnesses who may have information that can aid in the investigation.

Measurement Number of witnesses.

Timeframe Six months after deployment and continually thereafter.

Objective 2.2 Collaborations with the community are improved.

Outcome Increased information from the community (e.g., tip lines, field interviews, etc.).

Measurement Number of witnesses.

Timeframe Six months after deployment and continually thereafter.

GOAL 3

Goal Data is available that can be analyzed to move law enforcement agencies from a reactive to a proactive position.

Objective 3.1 Provide valuable investigative leads.

Outcome Increased evidence collection programs.

Measurement Delta between baseline and new data.

Timeframe Immediate and continual.

Objective 3.2 Build an extensive casings database.

Outcome “Hot addresses” are identified.

Measurement Veracity of database.

Timeframe Immediate and continual, with incremental growth.

Objective 3.3 Inform deployment of resources.

Outcome Investigations are targeted.

Measurement Anecdotal data from command staff.

Timeframe Three months after deployment and continually thereafter.

Grantee: City of Pueblo
Project: Pueblo PD ShotSpotter

DCJ Grant #: 2022-GP-23-04

Exhibit E – Budget

Budget Summary Requested/Awarded					
	Grant Funds	Cash Match	In-Kind Match	Match Total	Project Total
Personnel	\$0	\$0	\$0	\$0	\$0
Supplies & Operating	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0
Equipment	\$152,714	\$0	\$0	\$0	\$152,714
Consultants / Contracts	\$0	\$0	\$0	\$0	\$0
Indirect	\$0	\$0	\$0	\$0	\$0
Total	\$152,714	\$0	\$0	\$0	\$152,714

Personnel: Budget & Budget Narrative Details

Position Title	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT- Annual Base Salary To be paid by Grant funds	OT – Annual Fringe	Total to be Paid for by Grant Funds
NA	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0
Budget Narrative and Justification:											
Personnel Total:	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0

Non-Personnel: Budget & Budget Narrative Details

Budget Item	Amount to be Paid by Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING:		
N/A	\$0	
Supplies & Operating Total	\$0	
TRAVEL		
N/A	\$0	
Travel Total	\$0	
EQUIPMENT		
ShotSpotter, 1 year	\$152,714	The FY2021-2022 Project Safe Neighborhood award will be restricted to the purchase of an all-inclusive subscription-based SpotShotter® gunshot detection, location, and forensic analysis service from SoundThinking, Inc., a California USA company, for one year. A one-year subscription can be obtained with (an undiscounted) rate of \$220,000. The anticipated remainder of need, \$67,286, will be covered by the city's general funds. Concurrent with the sensor design and

Grantee: City of Pueblo
Project: Pueblo PD ShotSpotter

DCJ Grant #: 2022-GP-23-04

	deployment activities (hardware from Smart Policing RTCC funding), SoundThinking will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. A Customer Success Director will be assigned to PPD to ensure that we deliver consistent, quality best practices training based on the Department’s needs to maximize the value of our service. The Customer Success Director will work also with PPD Chief of Police and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. On the day of ShotSpotter service activation to a live production status, the Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prorated payment for one year of the service initiation, onboarding, subscription and interface license for a three-year contract will be: 50% of fees due upon execution of agreement \$110,000 50% of fees due upon ShotSpotter service activation (live) status \$110,000 Subtotal for prorated one-year PSN project subscription = \$220,000. The city's contribution of local funds will be 31%; PSN contribution will be 69%.
Equipment Total	\$152,714

CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)	
N/A	
Consultants/Contracts Total	\$0
INDIRECT	
NA	\$0
Indirect Total	\$0
Total Non-Personnel	\$152,714

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Federal Awards issued from 2022 Federal Grant Funds

1. APPLICABILITY

The Division of Criminal Justice (DCJ) issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All awards conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labelled as: "Recipients of OVW grant dollars only" which only apply to OVW funded awards.

References to the DOJ apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the subrecipient's performance under other federal awards; to the subrecipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

2. RECIPIENT

For the purposes of this document, the term "recipient" refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term Recipient and Grantee are used interchangeable within this Exhibit.

3. ENSURING COMPLIANCE OF SUBGRANTEES (SUBRECIPIENTS)

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance all the provisions herein.

4. GENERAL CONDITIONS

A. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

OJP Awards Only: Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Federal Awards issued from 2022 Federal Grant Funds

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, the Department of Justice "DOJ" may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

B. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact DCJ promptly for clarification.

Federal Awards issued from 2022 Federal Grant Funds**C. Compliance with DOJ Grants Financial Guide**

The recipient agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

D. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to DOJ awards (that is, DOJ grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

E. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements

F. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

G. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes

Federal Awards issued from 2022 Federal Grant Funds

applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

DCJ must comply with applicable restrictions on subawards Grantees, including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of DCJ's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

H. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—
 - a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
 - b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both —
 - (1) this award requirement for verification of employment eligibility, and
 - (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
 - d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

Federal Awards issued from 2022 Federal Grant Funds**4. Rules of construction****a. Staff involved in the hiring process**

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

b. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

c. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.**d. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.****e. Nothing in this condition, including in paragraph 4.b., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).**

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

I. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.79) within the scope of an DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an DOJ Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Federal Awards issued from 2022 Federal Grant Funds**J. All subawards ("subgrants") and contracts must have DCJ authorization**

The recipient, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

K. Specific post-award approval required to use a noncompetitive approach in any procurement contract

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP or OVW considers a procurement "contract" (and therefore does not consider a subaward).

L. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

M. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> and OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Federal Awards issued from 2022 Federal Grant Funds**N. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Recipients of OVW grant dollars only: Additional information on the pertinent to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

O. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJ and/or DOJ in the manner (including within the timeframes) specified by DCJ in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

P. Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with DOJ award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>, or the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

Q. Effect of failure to address audit issues

The recipient understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

R. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DCJ during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DCJ high-risk grantee list.

Federal Awards issued from 2022 Federal Grant Funds**S. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

T. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

U. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

V. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Recipients of OVW grant dollars only:

The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of

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information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

W. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, <https://www.justice.gov/ovw/award-conditions>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ.

X. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW,

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Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

Y. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient —
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --
 - a. it represents that--
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to

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prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Z. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DCJ for guidance.

AA. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

BB. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency

If the recipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal

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awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency

CC. Right to examine documents

The grantee, and any subrecipient ("subgrantee") at any tier, must authorize the DCJ or DOJ awarding agency (OJP or OVW, as appropriate) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to this grant.

DD. Maintaining contact information

The grantee acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the grantee must submit a Change in Project Officials (DCJ Form 4-B).

EE. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this DOJ award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of DOJ awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> and OVW web site at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

FF. Cooperating with DOJ Monitoring

The recipient agrees to cooperate with DCJ and DOJ monitoring of this award pursuant to DCJ and DOJ's guidelines, protocols, and procedures, and to cooperate with DCJ and DOJ (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to DCJ and DOJ all documentation necessary for DCJ and/or DOJ to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by DCJ and/or DOJ for providing the requested documents. Failure to cooperate with DCJ and/or DOJ's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

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GG. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

HH. Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

II. OJP Grants Only - Subawards and Procurement Contracts under OJP Awards

The Office of Justice Programs (OJP) has developed the following guidance documents to help clarify the differences between subawards and procurement contracts under an OJP award and outline the compliance and reporting requirements for each.

[Subawards under OJP Awards and Procurement Contracts under Awards: A Toolkit for OJP Recipients](#). PDF Size: 221.25 KB

[Checklist to Determine Subrecipient or Contractor Classification](#). PDF Size: 128.16 KB

[Sole Source Justification Fact Sheet and Sole Source Review Checklist](#). PDF Size: 382.40 KB

Please contact your grant manager if you have any questions regarding subawards and procurement contracts under this award.

This detailed guidance is designed to help grantees better understand how OJP will categorize an agreement by an OJP award recipient with an outside entity for purposes of the federal grants administrative requirements. It is important that each OJP grantee have a full understanding which (if any) of its actions (for purposes of OJP and other federal grants administrative requirements) are "subawards", and which are "procurement contracts under an award." **The substance of the relationship should be given greater consideration than the form of agreement between the recipient and the outside entity.**

Whether an action – for federal grants administrative purposes – is a subaward or procurement contract is a critical distinction as significantly different rules apply to subawards and procurement contracts. If a grantee enters into an agreement that is a subaward of an OJP award, specific rules apply – many of which are set by federal statutes and DOJ regulations; others by award conditions. These rules place particular responsibilities on an OJP recipient for any subawards the OJP recipient may make. The

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rules determine much of what the written subaward agreement itself must require or provide. The rules also determine much of what an OJP recipient must do both before and after it makes a subaward. If a grantee enters into an agreement that is a procurement contract under an OJP award, a substantially different set of federal rules applies.

For grant recipients with subawards, key compliance requirements include the following:

- Having specific federal authorization prior to entering into any subaward under the award.
- Requiring subawardee compliance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Requiring progress and financial reporting.
- Collection of performance data from the subawardee
- Monitoring subawardees
- Reporting subawards (over \$30,000) as required by the Federal Funding Accountability and Transparency Act (FFATA).

Post-Award Requests for Subaward Authorization

- For grantees with procurement contracts, key compliance requirements include the following:
- The grantee must comply with the Procurement Standards of 2 C.F.R. Part 200 and provide for full and open competition.
- A procurement contract must include all applicable contract provisions set out in Appendix II of 2 C.F.R. Part 200.
- All noncompetitive (sole source) procurements must comply with the requirements outlined in 2 C.F.R. 200.
 - Sole source procurements that do not exceed the Simplified Acquisition Threshold (currently \$250,000) must have written justification for the noncompetitive procurement action maintained in the procurement file. If a procurement file does not have the documentation that meets the criteria outlined in 2 C.F.R. 200, the procurement expenditures may not be allowable.

All Sole source procurement must be approved by DCJ.

JJ. Authorized Official

The grantee understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of

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performance under the award without first ensuring that the individual has the requisite legal authority.

5. FINANCIAL REQUIREMENTS**A. Non-supplantation**

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

Supplanting arises when a Recipient reduces non-federal funds for an activity specifically because federal funds are available (or are expected to be available) to fund that same activity. Federal funds must be used to supplement existing State or local funds for program activities, and may not replace (that is, may not "supplant") State or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace State or local funding that is required by law.

When supplanting is prohibited, potential supplanting will be the subject of DCJ monitoring and audit. Should a question of supplanting arise, the grantee will be required to substantiate that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

C. Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in this award. The grantee must not undertake any work or activities that are not described in this award, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from DCJ.

D. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

E. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive

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Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion the DCJ via DOJ.

6. CIVIL RIGHTS REQUIREMENTS ASSOCIATED WITH DOJ AWARDS

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

The Grantee hereby agrees that it will comply, and all of its subrecipients (“subgrantees”) will comply, with the applicable provisions of:

A. Civil rights laws and nondiscrimination provisions

States and units of local government, public and nonprofit institutions of higher education, nonprofit organizations, for-profit businesses, and other recipients of DOJ grants may be subject to various federal civil rights laws for reasons *other than* their receipt of DOJ funds. Some examples include federal civil rights laws related to discrimination on the basis of race, color, national origin, sex, religion, or disability.

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Because a DOJ award is a form of "federal financial assistance," the recipients of a DOJ award (and any "subrecipient" at any tier) must comply with additional civil-rights-related requirements above and beyond those that otherwise would apply.

In general, these additional requirements fall into one of two categories:

1. Civil rights laws (sometimes referred to as "cross-cutting" federal civil rights statutes). These apply to essentially any entity that receives an award of federal financial assistance -- regardless of which federal agency awards the grant or cooperative agreement -- and encompass the "program or activity" funded in whole or in part with the federal financial assistance.
2. Nondiscrimination provisions. These are requirements or restrictions that apply to certain OJP or OVW awards -- in addition to the civil rights laws -- because they are set out in a statute that applies specifically to one or more particular OJP or OVW grant programs, or to OJP or OVW awards made under a particular legal authority. Much like the civil rights laws, these provisions apply variously to the programs, activity, or undertaking funded in whole or in part by OJP or OVW, and are described herein.
 - a. Such nondiscrimination provisions apply to some, but not all, OJP or OVW grant programs.
 - b. The nondiscrimination provisions that apply to an OJP or OVW award (above and beyond the requirements in "cross-cutting" civil rights laws) may vary from award to award, even for awards made during the same fiscal year.
 - c. Typically, no more than one of these nondiscrimination provisions will apply to any particular OJP or OVW award.

General information on the civil rights laws that apply to every OJP or OVW award, and on the nondiscrimination provisions that apply to some OJP or OVW awards, is available at <https://ojp.gov/about/ocr/statutes-regulations>.

NOTE: As discussed in more detail below, if a civil rights law or nondiscrimination provision prohibits discrimination in employment on the basis of religion, the prohibition is read together with the provisions of the Religious Freedom Restoration Act of 1993.

B. Civil rights compliance: Access to services and benefits by individuals with limited English proficiency

Compliance with the civil rights laws entails, among other things, taking reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to DOJ-funded programs or services. An individual with limited English proficiency is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients of DOJ awards in meeting their obligations with respect to such individuals, DOJ has published a guidance document, available on the LEP.gov website.

Federal Awards issued from 2022 Federal Grant Funds**C. Certification**

Each grantee by accepting this award, certifies that it will comply (and it will require any subrecipient at any tier to comply) with applicable civil rights laws and nondiscrimination provisions. An additional DCJ Form 30, will be required prior to the disbursement of any funds.

D. Nondiscrimination provisions and the Religious Freedom Restoration Act

As noted earlier, a nondiscrimination provision that deals with discrimination in employment on the basis of religion is read together with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a grantee or subrecipient may not discriminate in employment based on religion, a DOJ recipient or subrecipient that is a faith-based organization may consider religion in hiring, provided it satisfies particular requirements.

An DOJ recipient that is a faith-based organization and that seeks to consider religion in hiring despite an applicable nondiscrimination provision must properly execute and submit to DCJ a specific formal certification to DCJ to the effect that--

1. The grantee is a religious organization that sincerely believes that providing the programs or services funded by the DOJ award is an expression of its religious beliefs, that employing individuals of particular religious belief is important to its religious exercise, and that having to abandon its religious hiring practice to receive federal funding would substantially burden its religious exercise.
2. The grantee will not discriminate against beneficiaries (or prospective beneficiaries) of the programs or services funded by the DOJ award on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
3. The grantee will keep any explicitly religious activities separate in time or location from programs or services funded by the DOJ award.
4. The grantee will not require beneficiaries (or prospective beneficiaries) of programs or services funded by the DOJ award to attend or participate in any explicitly religious activities. Any such participation will be purely voluntary.

To make the required certification, an appropriate, authorized official of the grantee organization must execute the [Certification Regarding Hiring Practices on the Basis of Religion](#) on behalf of the grantee. A copy of the executed certification must be submitted to DCJ. The grantee must retain the signed original on file as part of its records for the DOJ award.

An DOJ recipient that executes and submits a certification that satisfies these requirements ordinarily may consider religion in hiring. Different rules may apply, however, if there is good reason to question the truthfulness of the certification, or if DCJ determines that it is necessary to restrict the recipient from considering religion in hiring to further a compelling government interest. (If DCJ makes such a determination, the

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DCJ may impose limitations that represent the least restrictive means of furthering the compelling government interest.)

The rules that apply to subrecipients of DOJ awards that are faith-based organizations are similar, except that the subrecipient is to submit the required certification to the grantee.

E. Overview of "Civil Rights Laws"

Important "civil rights laws" that apply to all federal financial assistance -- and to all recipients and subrecipients of DOJ awards made in FY 2017 (and in FY 2018), are these:

- **Section 601 of Title VI of the Civil Rights Act of 1964** (codified at 42 U.S.C. 2000d)
 - Statutory provision:

No person in the United States shall, on the ground 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.
 - DOJ implementing regulation: Subparts C and D of 28 C.F.R. Part 42.
- **Section 504 of the Rehabilitation Act of 1973** (codified at 29 U.S.C. 794)
 - Statutory provision:

No otherwise qualified individual with a disability in the United States, as defined in [29 U.S.C. 705(20)], shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance[.]
 - DOJ implementing regulation: Subpart G of 28 C.F.R. Part 42.
- **Section 901 of Title IX of the Education Amendments of 1972** (codified at 20 U.S.C. 1681)
 - Statutory provision:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance[.]
 - DOJ implementing regulations: Subpart D of 28 C.F.R. Part 42; 28 C.F.R. Part 54.
- **Section 303 of the Age Discrimination Act of 1975** (codified at 42 U.S.C. 6102)
 - Statutory provision:

[N]o person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to

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discrimination under, any program or activity receiving Federal financial assistance.

DOJ implementing regulation: Subpart I of 28 C.F.R. Part 42.

7. RECIPIENTS OF OVW GRANT DOLLARS ONLY**A. Availability of general terms and conditions on OVW website**

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

B. Compliance with statutory and regulatory requirements

The grantee agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

C. VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

D. Confidentiality and information sharing

The grantee agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The grantee also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

E. Activities that compromise victim safety and recovery and undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children;

Federal Awards issued from 2022 Federal Grant Funds

procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted..

F. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

G. Termination or suspension for cause

DCJ or the Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until DCJ or the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

H. Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

I. Subrecipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance.

Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Program Income Financial Report (DCJ

Federal Awards issued from 2022 Federal Grant Funds

Form 1-B) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

J. Subrecipient product monitoring

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

**COLORADO DIVISION OF CRIMINAL JUSTICE
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (DCJ FORM 30)**

INSTRUCTIONS: Complete the table below with information found in the Grant Agreement. Read the form completely, identify the person responsible for reporting civil rights findings, certify that the required Civil Rights training has been completed by the Project Director; and check only one certification under "II" that applies to your agency. Have your Signature Authority sign at the bottom of page 2, forward a copy to the person identified as being responsible for reporting civil rights findings and return the original to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date.

PROJECT DIRECTOR: James Martin

PHONE: 719-320-6001

Person responsible for reporting civil rights findings of discrimination: (Name, address, phone & email)

Captain Zack Ballas
200 S. Main St
Pueblo, CO 81003
zballas@pueblo.us

I acknowledge that I viewed **all** of the trainings on Civil Rights available on DCJ's website at <https://www.colorado.gov/pacific/dcj/civil-rights-requirements>. I accept responsibility for ensuring that project staff understands their responsibilities as outlined in the presentations. I understand that if I have any questions about the material presented and my responsibilities as a grantee that I will contact my grant manager.

DocuSigned by:

James Martin

10/17/2023 | 12:10:01 PM MDT

PROJECT DIRECTOR SIGNATURE

DATE

SIGNATURE AUTHORITY'S CERTIFICATION: As the Signature Authority for the above Grantee, I certify, by my signature on page two (2), that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. **REQUIREMENTS OF GRANT RECIPIENTS:** All grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date.

DCJ FORM 30:
CERTIFICATION OF COMPLIANCE WITH REGULATIONS,
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (Continued)

II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:** Check the box before **ONLY ONE APPROPRIATE CERTIFICATION** (A, or B below) that applies to this grantee agency during the period of the grant duration noted above.

- ☐ **CERTIFICATION "A"** [Applicable, if (1), (2) or (3), below, apply.] This is the Certification that most non-profits and small agencies will use. Check all that apply to your entity.

This funded entity:

- ☐ (1) is an educational, medical or non-profit organization or an Indian Tribe;
☐ (2) has less than 50 employees;
☐ (3) was awarded through this single grant award from the Colorado Division of Criminal Justice less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR §42.302, but is **required to submit a Certification** (<https://ojp.gov/about/ocr/eeop.htm>).

- ☒ **CERTIFICATION "B"** (Applicable to all entities that do not qualify for Certification "A" above)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees (counting both full- and part-time employees but excluding political appointees) and is receiving, through this single grant award from the Colorado Division of Criminal Justice, more than \$25,000, in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will prepare and submit an EEOP and Certification at <https://ojp.gov/about/ocr/eeop.htm>, within 60 days of the award. The EEOP shall be submitted in accordance with 28 CFR §42, subpart E, to Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice that will include a section specifically analyzing the grantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Signature Authority for the above grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

DocuSigned by:



99E488FB4726452
 SIGNATURE AUTHORITY SIGNATURE

10/17/2023 | 2:19:22 PM PDT

DATE

Nick Gradisar

TYPED NAME

Mayor

TITLE

* * * * *

This signed form must be returned to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date. You must also forward a signed copy to the person identified in the box above.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

Required only for awards greater than \$100,000. This form must be signed by the Signature Authority/ Authorized Official for the Grantee Agency. The Project Director should NOT sign this form.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Nick Gradisar

Mayor

4. Typed Name and Title of Authorized Representative

DocuSigned by:

Nick Gradisar

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5. Signature

6. Date

Certificate Of Completion

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Lakewood, CO 80215

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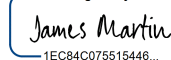
Signer Events

James Martin

jmartin@pueblo.us

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(None)**Signature**

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Nick Gradisar

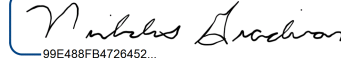
ngradisar@pueblo.us

Mayor

City of Pueblo

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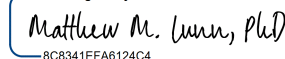
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Matthew M. Lunn, PhD

matthew.lunn@state.co.us

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Electronic Record and Signature Disclosure:

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Lyndsay J. Clelland

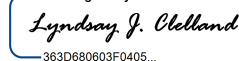
Lyndsay.Clelland@state.co.us

Contract, Grant and Compliance Coordinator

Division of Criminal Justice

Security Level: Email, Account Authentication
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CDPS Contracts and Grants:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sarah.white@state.co.us

To advise CDPS Contracts and Grants of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CDPS Contracts and Grants

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sarah.white@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CDPS Contracts and Grants

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A U.S. DEPARTMENT OF JUSTICE 2023 RURAL AND SMALL DEPARTMENT VIOLENT CRIME REDUCTION PROGRAM GRANT, AWARD NUMBER 15PBJA-23-GG-05332-BSCI, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2317, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$300,000.00 FOR THE PURCHASE OF SHOTSPOTTER, AUTHORIZING MAYOR GRADISAR TO EXECUTE SAME AND RATIFYING HIS SIGNATURE THERETO

SUMMARY:

This Ordinance provides for the acceptance of a \$300,000.00 grant from the United States Department of Justice for the purchase of a gunshot locator system.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Rural and Small Department Violent Crime Reduction Program seeks to support small and rural agencies in their efforts to combat violent crime.

Pueblo Police Department seeks funding to purchase a ShotSpotter® to enhance its capability to identify and prosecute individuals perpetrating the most violent acts. The proposed solution is designed to identify, locate, and track active gunfire, and it will support efforts to respond to and investigate gunfire incidents more effectively. This strategy is deployed across the country and serves agencies of all sizes that are committed to leveraging real-time gunfire intelligence to reduce gun violence and build community trust. The ShotSpotter will provide a significant tactical advantage in support of patrol when responding to gunfire, create an opportunity for officers to respond

quickly to gun-related incidents, and support community engagement efforts.

FINANCIAL IMPLICATIONS:

This grant funding represents \$300,000.00 to the City of Pueblo with no required match.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The Council may disapprove the agreement and thereby decline the award.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Award Package RURAL AND SMALL DEPARTMENT VIOLENT CRIME
REDUCTION PROGRAM GRANT

ORDINANCE NO. 10607

AN ORDINANCE APPROVING AND ACCEPTING A U.S. DEPARTMENT OF JUSTICE 2023 RURAL AND SMALL DEPARTMENT VIOLENT CRIME REDUCTION PROGRAM GRANT, AWARD NUMBER 15PBJA-23-GG-05332-BSCI, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2317, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$300,000.00 FOR THE PURCHASE OF SHOTSPOTTER, AUTHORIZING MAYOR GRADISAR TO EXECUTE SAME AND RATIFYING HIS SIGNATURE THERETO

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

WHEREAS, the United States Department of Justice, Rural and Small Department Violent Crime Reduction Program has tendered an award for purchase of ShotSpotter® in the amount of \$300,000.00; 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 award of a United States Department of Justice, Rural and Small Department Violent Crime Reduction Program Grant to the City of Pueblo, a copy of which is attached hereto, is hereby approved and accepted.

SECTION 2.

Should it be necessary, the Mayor of the City is authorized to execute a grant award acceptance in the name of and on behalf of the City, and the Mayor is further authorized to execute any and all other certifications, assurances, and other documents associated therewith.

SECTION 3.

Project Number PS2317 is hereby established, and the amount of \$300,000 is budgeted and appropriated thereto.

SECTION 4.

The officer and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached award to implement the policies and procedures described herein.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 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



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient: CITY OF PUEBLO
1 CITY HALL PL

City, State and Zip: PUEBLO, CO 81003

Recipient UEI: NJK3BNUDRHJ7

Project Title: PPD ShotSpotter **Award Number:** 15PBJA-23-GG-05332-BSCI

Solicitation Title: BJA FY 23 Rural and Small Department Violent Crime Reduction Program

Federal Award Amount: \$300,000.00 **Federal Award Date:** 9/27/23

Awarding Agency: Office of Justice Programs
Bureau of Justice Assistance

Funding Instrument Type: Grant

Opportunity Category: D

Assistance Listing:
16.738 - Edward Byrne Memorial Justice Assistance Grant Program

Project Period Start Date: 10/1/23 **Project Period End Date:** 9/30/26

Budget Period Start Date: 10/1/23 **Budget Period End Date:** 9/30/26

Project Description:

Pueblo Police Department seeks funding to purchase a ShotSpotter to enhance its capability to identify and prosecute individuals responsible for the most violent acts. The proposed solution is designed to identify, locate, and track active gunfire, and it will support efforts to respond to and investigate gunfire incidents more effectively. This strategy is deployed across the country and serves agencies of all sizes that are leveraging real-time gunfire intelligence to reduce gun violence and build community trust. The ShotSpotter will provide a significant advantage in support of patrol when responding to gunfire, create an opportunity for officers to respond quickly to gun-related incidents, and support community engagement efforts.

Award Letter

September 27, 2023

Dear Nicholas Gradisar,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF PUEBLO for an award under the funding opportunity entitled 2023 BJA FY 23 Rural and Small Department Violent Crime Reduction Program. The approved award amount is \$300,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon

Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type
OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted either under the OJP federal action or a related third-party action:

- 1) New construction;
- 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- 3) A renovation which will change the basic prior use of a facility or significantly change its size;
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
- 5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4 (b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment or a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

Orbin Terry, NEPA Coordinator

NEPA Coordinator		
First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF PUEBLO

UEI

NJK3BNUDRHJ7

Street 1

1 CITY HALL PL

Street 2

City

PUEBLO

State/U.S. Territory

Colorado

Zip/Postal Code

81003

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/27/23

Award Type

Initial

Award Number

15PBJA-23-GG-05332-BSCI

Supplement Number

00

Federal Award Amount

\$300,000.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 1339); 28 U.S.C. 530C

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Rural and Small Department Violent Crime Reduction Program

Application Number
GRANT13908975

Awarding Agency
OJP

Program Office
BJA

Grant Manager Name
Ivette Ruiz

Phone Number
[202-353-5423](tel:202-353-5423)

E-mail Address
Ivette.M.Ruiz@usdoj.gov

Project Title
PPD ShotSpotter

Performance Period Start Date
10/01/2023

Performance Period End Date
09/30/2026

Budget Period Start Date
10/01/2023

Budget Period End Date
09/30/2026

Project Description

Pueblo Police Department seeks funding to purchase a ShotSpotter to enhance its capability to identify and prosecute individuals p most violent acts. The proposed solution is designed to identify, locate, and track active gunfire, and it will support efforts to respo investigate gunfire incidents more effectively. This strategy is deployed across the country and serves agencies of all sizes that are leveraging real-time gunfire intelligence to reduce gun violence and build community trust. The ShotSpotter will provide a signific advantage in support of patrol when responding to gunfire, create an opportunity for officers to respond quickly to gun-related inc community engagement efforts.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and

subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly

authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/>

funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

33

Any Web site that is funded in whole or in part under this award must include the following statement on the home

page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

34

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

35

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

36

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

37

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional

Review Board approval, if appropriate, and subject informed consent.

39

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

40

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

41

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

42

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

43

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

44

Withholding of funds – Financial Capability Questionnaire Submission. The recipient may not obligate, expend, or draw down any award funds until-- (1) it has submitted a Financial Capability Questionnaire (FCQ) and, if required by OJP, written policies and procedures to address FCQ issues identified; and (2) OJP has issued an Award Condition Modification (ACM) to modify or remove this condition.

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

Withholding of Funds - Applicant Disclosure of Duplication in Cost Items

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "Applicant Disclosure of Duplication in Cost Items" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) an Award Condition Modification (ACM) has been issued to remove this condition.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either)

may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Assistant Attorney General	Amy Solomon	9/25/23 4:47 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Mayor

Signed Date And Time



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance
Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE MAKING APPROPRIATION FOR THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS, AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2024 AND ADOPTING THE BUDGET FOR THE YEAR 2024

SUMMARY:

The City charter requires that the City Council, through the adoption of the budget, approve all City expenditures. The annual budget sets forth a plan for the 2024 expenditures. Provided in the Ordinance is the Mayor's recommended budget.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This budget as originally presented to the City Council and the citizens of Pueblo on October 10, 2023, set forth a plan whereby the City will expend all anticipated general fund revenues and an additional \$10,263,023 of funds from reserves. Based on Council recommendations, changes were made, and the budget now includes the use of \$10,742,023 of additional funds from reserves, for the operations of the City for the year 2024. The Council designated minimum reserve will be equal to 10% of the annual General Fund expenditures and transfers out for the fiscal year 2024. The budget document includes total spending from the General Fund in the amount of \$133,177,652, requiring \$10,742,023 from reserves in order to provide safe and reliable services for the benefit of the citizens of the City of Pueblo.

FINANCIAL IMPLICATIONS:

See background.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The recommended budget has been available on the City's web site, as well as at the Rawlings library location since October 12, 2023. In addition, per the requirements of Section 7-9 of the Charter for the City of Pueblo, a public hearing was held in the Council Chambers during the regular meeting of the City Council on October 23, 2023.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10608

AN ORDINANCE MAKING APPROPRIATION FOR THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS, AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2024 AND ADOPTING THE BUDGET FOR THE YEAR 2024

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

SECTION 1.

The budget for the fiscal year 2024, as proposed by the Mayor and as amended by the City Council, the original of which is on file with the Director of Finance, is incorporated herein in full, and hereby approved and adopted.

SECTION 2.

The General Fund Revenue for Fiscal Year 2024 is hereby estimated, and the General Fund Appropriation by Department for Fiscal Year 2024 is hereby made as follows:

REVENUE BY SOURCE	AMOUNT	APPROPRIATION DEPARTMENT	BYAMOUNT
Taxes	105,296,753	General Government	19,161,803
Licenses & Permits	1,075,900	Police	38,226,969
Intergovernmental	3,261,500	Fire	25,336,721
Charges for Service	4,980,481	Public Works	10,246,462
Fines & Forfeits	1,536,350	Parks	8,301,987
Other Revenue	2,354,500	Non-Departmental	9,026,574
Transfers In	3,930,145	Transfers Out	22,877,136
Fund Balance Reserves	10,742,023		
General Fund Total	133,177,652	General Fund Total	133,177,652

SECTION 3.

Revenue is hereby estimated, and appropriations hereby made for the Fiscal Year 2024 for all other Funds of the City of Pueblo as follows:

OTHER FUNDS	REVENUE	APPROPRIATION
INTERGOVERNMENTAL	6,723,469	6,723,469
SPECIAL CHARGES	6,006,856	6,006,856

SPECIAL DISTRICT	715,746	715,746
OTHER SPECIAL REVENUE	507,756	507,756
HUD GRANTS	2,730,000	2,730,000
STIMULUS GRANTS	79,614	79,614
PUBLIC IMPROVEMENTS	13,038,459	13,038,459
DEBT SERVICE FUND	3,069,555	3,069,555
ECONOMIC DEVELOPMENT TAX	15,212,333	15,212,333
POLICE SAFETY TAX	5,055,733	5,055,733
ELMWOOD GOLF COURSE	1,820,161	1,820,161
WALKINGSTICK GOLF COURSE	1,476,300	1,476,300
HONOR FARM PROPERTIES	132,898	132,898
MEMORIAL HALL	2,249,278	2,249,278
MEMORIAL AIRPORT	2,367,207	2,367,207
PUEBLO TRANSIT	6,740,134	6,740,134
PARKING FACILITIES	800,214	800,214
WASTEWATER ENTERPRISE	31,935,264	31,935,264
STORMWATER UTILITY	6,988,382	,6,988,382
INTERNAL SERVICE FUNDS	20,901,225	20,901,225
<u>SECTION 4.</u>		

On November 3, 2020, the electors of the City of Pueblo, Colorado enacted Ordinance No. 9764, providing for a one-half cent sale and use tax rate increase for a five-year period ending on December 31, 2026, and pledging the revenue therefrom for job creating capital improvement projects. The anticipated revenue from this tax rate increase and the investment income thereon, for the Fiscal Year 2024 is \$15,212,333 and the full amount thereof, plus any amount available in the fund balance, is hereby appropriated for projects to be determined by the Mayor and City Council.

SECTION 5.

It is the policy of the City Council to accumulate and maintain a General Fund reserve. Effective with the adoption of the FY 2024 budget, this reserve amount will be equal to 10% of the annual General Fund expenditures and transfers out.

SECTION 6.

Authorized staff positions within all departments of the City, as well as the salaries, therefore, are approved and adopted by separate Ordinances. All information pertaining to staffing and salary included in the budget document incorporated herein is solely for the purpose of providing additional information to the user of the document.

SECTION 7.

Pursuant to Section 7-12 and 7-13 of the Charter of the City of Pueblo, the Mayor is hereby authorized to maintain budgetary control over approved allotments within each department by classification of expenditure category, rather than line item.

SECTION 8.

The officers and the 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 9.

No expenditures shall be made, or warrants issued against any monies appropriated, except in strict conformity with the Charter of the City of Pueblo and in accordance with the provisions of this Ordinance.

SECTION 10.

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 November 13, 2023.

Final adoption of Ordinance by City Council on November 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on November 29, 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
Resolution**

COUNCIL MEETING DATE: November 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$599,998.87 TO COLORADO FRONT RANGE ROOFING, FOR PROJECT NO. 23-100R, ROOF REPLACEMENT - STREETS MAINTENANCE FACILITY REBID, SETTING FORTH \$150,001.13 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Colorado Front Range Roofing, for Project No. 23-100R, Roof Replacement - Streets Maintenance Facility Rebid.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the roof replacement of the Streets Maintenance Facility.

This Resolution awards the Construction Contract to Colorado Front Range Roofing.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$250,000.00, will be paid from account Project CI2307, Roof Replacement - Streets Rehabilitation.

Funding in the amount of \$500,000.00, will be paid from account Project WW2203, Roof Replace - Collection Bid.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-100R Bid Summary

RESOLUTION NO. 15437

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$599,998.87 TO COLORADO FRONT RANGE ROOFING, FOR PROJECT NO. 23-100R, ROOF REPLACEMENT - STREETS MAINTENANCE FACILITY REBID, SETTING FORTH \$150,001.13 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-100R, Roof Replacement - Streets Maintenance Facility Rebid have been received and examined; AND,

WHEREAS, the proposal of Colorado Front Range Roofing, was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-100R, Roof Replacement - Streets Maintenance Facility Rebid to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-100R, Roof Replacement - Streets Maintenance Facility Rebid to be performed, and the contract for said project is hereby awarded to Colorado Front Range Roofing, in the amount of \$599,998.87.

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 hereto 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.....\$150,001.13

SECTION 4.

Funding, in the amount not to exceed \$250,000.00, will be paid from account Project CI2307, Roof Replacement - Streets Rehabilitation.

SECTION 5.

Funding, in the amount not to exceed \$500,000.00, will be paid from account Project WW2203, Roof Replace - Collection Bid.

SECTION 6.

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.

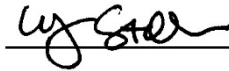
SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 



City of Pueblo
Purchasing

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

EVALUATION TABULATION
IFB No. 23-100R (CI2307, WW2203)
Roof Replacement - Streets Maintenance Facility Rebid
RESPONSE DEADLINE: November 8, 2023 at 10:00 am
Report Generated: Thursday, November 9, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Colorado Front Range Roofing	\$599,998.87
Weathercraft Co.	\$746,975.36
Gwaltney LLC dba Diamond Roofing	\$875,000.00
Colorado Moisture Control, Inc	\$930,830.00
Central States Roofing Company	\$940,800.00

EVALUATION TABULATION
IFB No. 23-100R (CI2307, WW2203)
Roof Replacement - Streets Maintenance Facility Rebid

BASE BID

Selected	Line Item	BASE BID			Central States Roofing Company		Colorado Front Range Roofing		Colorado Moisture Control, Inc		Gwaltney LLC dba Diamond Roofing		Weathercraft Co.	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove and replace saturated/damaged insulation batting materials within standing seam roofing assembly	500	SF	\$10.00	\$5,000.00	\$4.00	\$2,000.00	\$6.00	\$3,000.00	\$5.00	\$2,500.00	\$4.25	\$2,125.00
X	2	Demo Low Slope Roof areas 4, 5, & 6	1	LS	\$4,800.00	\$4,800.00	\$37,580.00	\$37,580.00	\$10,990.00	\$10,990.00	\$74,000.00	\$74,000.00	\$7,470.09	\$7,470.09
X	3	Install New Low Slope Roof areas 4, 5, & 6	1	LS	\$169,000.00	\$169,000.00	\$64,237.23	\$64,237.23	\$85,170.00	\$85,170.00	\$149,000.00	\$149,000.00	\$90,409.71	\$90,409.71
X	4	Demo Standing Seam Roof areas 1, 2, 3	1	LS	\$52,000.00	\$52,000.00	\$46,365.47	\$46,365.47	\$27,470.00	\$27,470.00	\$214,000.00	\$214,000.00	\$72,631.43	\$72,631.43
X	5	Install New Standing Seam Roof area 1	1	LS	\$420,000.00	\$420,000.00	\$223,446.39	\$223,446.39	\$250,757.00	\$250,757.00	\$287,000.00	\$287,000.00	\$351,450.12	\$351,450.12
X	6	Install New Standing Seam Roof areas 2 & 3	1	LS	\$200,000.00	\$200,000.00	\$166,369.91	\$166,369.91	\$516,798.00	\$516,798.00	\$143,500.00	\$143,500.00	\$191,639.43	\$191,639.43
X	7	Mobilization	1	LS	\$90,000.00	\$90,000.00	\$59,999.87	\$59,999.87	\$36,645.00	\$36,645.00	\$5,000.00	\$5,000.00	\$31,249.58	\$31,249.58
Total						\$940,800.00		\$599,998.87		\$930,830.00		\$875,000.00		\$746,975.36

EVALUATION TABULATION
IFB No. 23-100R (CI2307, WW2203)
Roof Replacement - Streets Maintenance Facility Rebid

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Central States Roofing Company	Colorado Front Range Roofing	Colorado Moisture Control, Inc	Gwaltney LLC dba Diamond Roofing	Weathercraft Co.
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS					
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:					
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass