



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

**MONDAY, FEBRUARY 26, 2024
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 Mark Aliff
- B. INVOCATION** Pastor Micah Aragon, Pueblo Christian Center
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. OATH OF OFFICE**
- F. SPECIAL RECOGNITIONS**

F1 Proclamation Presentation: "American Red Cross Month - March 2024" - Phil Martinez, Executive Director American Red Cross of Colorado Springs & Southeastern Colorado

- G. PUBLIC FORUM**
- H. COUNCIL MEMBER AND MAYOR COMMENTARY**
- I. REVIEW AND APPROVAL OF AGENDA**

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated February 12, 2024, as distributed.

J1 City Council Minutes February 12, 2023

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L1 Minutes of the Planning and Zoning Commission Regular Meeting for 01/10/2024

M. RESOLUTIONS

- M1 A Resolution awarding a construction contract in the amount of \$374,339.54 to AA Construction Co., for Project No. 24-001, Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street), setting forth \$75,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M2 A Resolution awarding a construction contract in the amount of \$14,360 to Mesa Fab Shop, Inc., for Project No. 24-024, Replace Fencing for Generator at Pope Block Building, setting forth \$5,640 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution approving and accepting the Canvass and Abstract of Votes cast at the Mayoral Runoff Special Municipal Election held on January 23, 2024
- M4 A Resolution authorizing payment of five hundred thousand dollars (\$500,000) from Project No. CI2113 - American Rescue Plan Act, for the purposes of making certain improvements on the City Park Tennis Complex as authorized by Section 603 (a) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35
- M5 A Resolution authorizing the extension of the conditional waivers of fees relating to wastewater utility tap and plant investment fees and granting waivers for other development fees pertaining to the Pueblo Springs apartment Complex location on the southwest corner of North Pueblo Boulevard and West 31st street in the City of Pueblo
- M6 A Resolution awarding a construction contract in the amount of \$673,046.55 to Tony J Beltramo & Sons, Inc., for Project No. 24-006, Asphalt Improvements - City Compound Areas, setting forth \$100,953.45 for contingencies, and authorizing the Purchasing Agent to execute same
- M7 A Resolution awarding a construction contract in the amount of \$62,869.41 to AA Construction Co., for Project No. 24-007, Concrete Improvements - Victoria Street & B Street, setting forth \$14,130.59 for contingencies, and authorizing the Purchasing Agent to execute same
- M8 A Resolution approving and accepting a Colorado Department of Law Peace Officer Standards and Training (POST) Grant, January 30, 2024 through June 30, 2024, establishing project #PS2404, transferring funds not to exceed the amount of \$5,600.00 from projects-to-be-determined in the Public Safety Grants fund
- M9 A Resolution tabling final action on the petition for the annexation of the area commonly known as the Wagner Equipment Co. annexation described as 4.51-acres, lots 4 and 5, Bico Industrial Park Subdivision for an additional period of not more than 180 days
- M10 A Resolution authorizing the City of Pueblo to refund sanitary sewer fees of \$699.20 to Saul Mendoza Cobos
- M11 A Resolution ratifying an emergency construction contract in the amount of \$9,985.61 with Parker Excavating, Inc. for emergency sanitary sewer point repair at 900 W. Northern Ave, Project No. 20-059 (WWAN03) and approving the Purchasing Agent's execution of same
- M12 A Resolution ratifying an emergency construction contract in the amount of \$14,405.91 with Parker Excavating, Inc. for emergency sanitary sewer point repair at 28 Drake St, Project No. 20-059 (WWAN03) and approving the Purchasing Agent's execution of the same
- M13 A Resolution ratifying an emergency construction contract in the amount of \$7,217.50 with Parker Excavating, Inc. for emergency sanitary sewer point repair at 1236 Pine St, Project

No. 20-059 (WWAN03) and approving the Purchasing Agent's execution of the same

M14 A Resolution ratifying an emergency construction contract in the amount of \$4,374.92 with Parker Excavating, Inc. for emergency sanitary sewer point repair at the Wastewater Treatment Plant drying bed drain line, Project No. 20-059 (WWAN03) and approving the purchasing agent's execution of the same

M15 A Resolution awarding a construction contract in the amount of \$444,175.00 to Miller Pipeline, LLC, and setting forth \$88,835 for contingencies, for Project No. 24-009 (WWAN05) 2024 Manhole and Inspection Pipe Rehabilitation Project and authorizing the Purchasing Agent to execute the same

M16 A Resolution ratifying an emergency construction contract in the amount of \$17,559.31 with Parker Excavating, Inc. for emergency sanitary sewer point repair at 58 Glenroyal Dr, Project No. 20-059 (WWAN03) and approving the purchasing agent's execution of the same

M17 A Resolution awarding an agreement for Professional Engineering Services in the amount of \$142,250.00 to Olsson, Inc., a registered Nebraska Corporation authorized to do business in Colorado, for Project No. 23-146 Design for Intersection of Prairie and St. Clair and authorizing the Purchasing Agent to execute same

M18 A Resolution confirming the appointment by the Mayor of Michael Briscoe and Shaundawna Ferguson to complete a four-year term expiring June 30, 2025 on the Pueblo Energy Advisory Commission

M19 A Resolution confirming the appointment of Council Members to various boards and commissions for the year 2024

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance establishing Project ED2401, the Fire Suppression 2nd FI Server Room, transferring \$11,924 from 41300000-56901, Projects to be Determined to ED2401, budgeting and appropriating funds in the amount of \$11,924, and authorizing the Mayor to execute same

N2 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, by and through the Colorado State Fair Authority, related to the use of State facilities in support of a City-Wide Cleanup Event and authorizing the Mayor to execute said agreement

N3 An Ordinance repealing Section 14-12-8(c) of the Pueblo Municipal Code relating to the retail marijuana excise tax rate and amending Section 14-12-2(a) of the Pueblo Municipal Code to modify the excise tax rate to five percent

N4 An Ordinance extending the term of the current Collective Bargaining Agreement between The City of Pueblo and Pueblo Association of Government Employees for a one-year period commencing January 1, 2025, through December 31, 2025

N5 An Ordinance amending Chapter 8 of Title VI and Chapter 13 of Title VI allowing the Mayor to temporarily modify requirements relating to the filling of personnel vacancies

N6 An Ordinance budgeting and appropriating \$50,000 from the unappropriated General Fund balance to be paid to the Southern Colorado Small Business Development Center

N7 An Ordinance establishing Fund No. 456 - Fire Stations and budgeting and appropriating the proceeds received from the issuance of the Series 2023 Certificates of Participation and all future funds received into Fund No. 456.

- N8 An Ordinance making certain legislative findings and approving The Bluffs Phase 1 Urban Renewal Plan
- N9 An Ordinance making certain legislative findings and approving the North Elizabeth Hotel Urban Renewal Plan

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission, approve all the Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda; Setting the Public Hearings for March 11, 2024, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to the Pueblo Child Advocacy Center in the amount of \$1,200 to sponsor a table at the Blue Sneaker Ball on Friday, April 26, 2024 at 6 pm in the Pueblo Convention Center

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance approving a Deposit Agreement between Jordan Engineering, LLC., a New Mexico limited liability company, and the City of Pueblo, a Colorado Municipal Corporation, relating to the collection of a deposit for the installation of public improvements and authorizing execution thereof by the Mayor - *Introduced February 12, 2024 by Councilor Dennis Flores*
- R2 An Ordinance establishing Project No. CI2423 - Energy Performance Contract Audit, budgeting and appropriating \$125,000.00 from the unappropriated fund balance of the General Fund for said project, and approving a Memorandum of Understanding between the State of Colorado by and through the Colorado Energy Office and the City of Pueblo, and authorizing the Mayor to execute same - *Introduced February 12, 2024 by Councilor Dennis Flores*
- R3 An Ordinance accepting funds in the amount of \$65,000.00 from Goodwin Knight, LLC satisfying developer's obligation with respect to installation of traffic control improvements at the intersection of Parker Boulevard and Spaulding Avenue, a condition of the "East of Pueblo Boulevard and South of Tuxedo Boulevard" Annexation Agreement dated May 25, 2001 and approved under Ordinance No. 6688; establishing Project No. CI2425 - Traffic Control Improvements at Parker and Spaulding; and budgeting and appropriating \$65,000.00 into said account - *Introduced February 12, 2024 by Councilor Dennis Flores*
- R4 An Ordinance approving a Trail License Agreement and a License to Cross between the State of Colorado by and through the Colorado Department of Transportation and the City of Pueblo, a Colorado Municipal Corporation, related to the operation and maintenance of trail improvements to be installed as part of CDOT's project to reconstruct the I-25/US-50B interchange, and authorizing execution thereof by the Mayor - *Introduced February 12, 2024 by Councilor Dennis Flores*
- R5 An Ordinance approving a cooperation agreement between The City of Pueblo, a Colorado Municipal Corporation, and The County of Pueblo relating to the administration of Tenant Based Rental Assistance in accordance with the Federal Home Investment Partnerships Program requirements and authorizing the Mayor to execute same - *Introduced February 12, 2024 by Councilor Dennis Flores*
- R6 An Ordinance establishing Project No. HO2470, Tenant Based Rental Assistance Project,

transferring \$75,000.00 from Project No. HO2150, \$25,000.00 from Project No. HO2260, \$66,978.83 from Project No. HO2130, and accepting \$22,326.17 from The County of Pueblo, budgeting and appropriating funds in the amount of \$189,305.00, and authorizing the Mayor to execute same - *Introduced February 12, 2024 by Councilor Dennis Flores*

- R7 An Ordinance approving an agreement to provide Tenant Based Rental Assistance in the amount of \$189,305.00 between Posada Inc., a Colorado non-profit corporation, and The City of Pueblo, a Colorado Municipal Corporation, and authorizing the Mayor to execute same - *Introduced February 12, 2024 by Councilor Dennis Flores*
- R8 An Ordinance approving a Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., and the City of Pueblo, a Colorado Municipal Corporation, to prepare an environmental and cultural Documented Categorical Exclusion (CATEX) for the Taxilane Rehabilitation and New Hangar Project and authorizing the Mayor to execute same - *Introduced February 12, 2024 by Councilor Dennis Flores*
- R9 An Ordinance approving and accepting a Colorado Division of Criminal Justice 2023 Smart Grant (State's Mission for Assistance in Recruiting and Training Grant Program) is a funding opportunity offered through the Office of Adult and Juvenile Assistance (OAJJA) for fiscal years 2024 and 2025, Award No. 2023-LE-24-12, and applicable conditions pertaining thereto, establishing project number PS2316, budgeting and appropriating funds not to exceed \$791,811.00, authorizing Mayor to execute same and related certifications, assurances, and other documents and ratifying her signature thereto - *Introduced February 12, 2024 by Councilor Dennis Flores*
- R10 An Ordinance approving and accepting a Colorado Department of Law Division of Community Engagement Grant to support the Financial Empowerment Center for residents of the City Of Pueblo, establishing Project Number Ci2424, budgeting and appropriating funds not to exceed \$502,500.00, and authorizing the Mayor to execute same - *Introduced February 12, 2024 by Councilor Dennis Flores*
- R11 An Ordinance budgeting and appropriating \$71,500 from the unappropriated fund balance from the General Fund and authorizing the expenditure of the same to the Mariposa Center for Safety for operational cost through June 2024 - *Introduced February 12, 2024 by Councilor Dennis Flores*
- R12 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Board of Governors of the Colorado State University System, acting by and through Colorado State University Pueblo regarding unpaid internships, and authorizing the Mayor to execute same - *Introduced February 12, 2024 by Councilor Dennis Flores*
- R13 An Ordinance amending Chapter 10 of Title XI and Chapter 1 of Title XV of the Pueblo Municipal Code regulating commercial vehicle operations within the City - *Introduced February 12, 2024 by Councilor Dennis Flores*

S. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, FEBRUARY 12, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:10 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Dennis Flores, Roger Gomez, Joe Latino, Regina Maestri, Sarah Martinez.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Chief of Staff Laura Solano, Interim City Attorney Carla Sikes, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Elvis Martinez - Election, vacancy, unhoused, MJ grow tax, work retreat
- Pastor Paul Montoya - Homeless issues in Pueblo Community
- Augustine Garcia - Nuclear power plant & homeless
- Grace Smith - Gun violence - murder of my sons
- Velma Campbell - Nuclear power not a solution for Pueblo
- Diane Danti - Trash talk

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Chief of Staff Solano reviewed the CAFFE grant and the weekend event that was very successful.

Mayor Graham invited the Council and public to attend the NAACP events this month in celebration of Black History month. Chief of Staff Solano will be retiring at the end of February and Marisa Pacheco, Director of HR, will be the Interim Chief of Staff while the recruitment

process for Chief of Staff takes place. The appointment of Chief Noeller as Deputy Mayor is on the agenda tonight.

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Martinez, seconded by Councilor Flores, moved to move items M3 and M23 to the regular agenda, to postpone items M22 and R10 to the February 26, 2024 agenda, to move item R9 to the start of the Ordinances - Final Presentation section and to approve the agenda as amended.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MEETING MINUTES 012224

Councilor Martinez, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **January 22, 2024** as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

K. CONSENT AGENDA

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 12/13/2023

M. RESOLUTIONS

M1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,482,745.80 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 24-002, ASPHALT AND UTILITY IMPROVEMENTS - NORTHERN AVENUE (PRAIRIE TO I-25), SETTING FORTH \$345,900.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15472.

M2 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$444,876 WITH EVOQUA WATER TECHNOLOGY, LLC. FOR THE EMERGENCY DISSOLVED AIR FLOATATION THICKENER (DAFT) REPAIR, PROJECT NO. 23A-043 (WWAN04) AT THE JAMES R. DIORIO WATER RECLAMATION FACILITY AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

This Resolution was assigned as 15473.

- M4 A RESOLUTION AWARDED AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$179,386.00 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT NO. 23-076 DESIGN OF LAKE AND ORMAN ROUNDABOUT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15474.

- M5 A RESOLUTION AUTHORIZING PAYMENT OF ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF INFORMATION TECHNOLOGY CYBERSECURITY AND NETWORK INFRASTRUCTURE FOR THE REAL-TIME CRIME CENTER, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35**

This Resolution was assigned as 15475.

- M6 A RESOLUTION AWARDED AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$129,364.00 TO DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT NO. 23-052 DESIGN OF INTERSECTION IMPROVEMENTS AT JERRY MURPHY ROAD AND CHINOOK LANE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15476.

- M7 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$12,671.92 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 624 E. 4TH ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.**

This Resolution was assigned as 15477.

- M8 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$9,379.65 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2105 RIDGEWOOD LN, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.**

This Resolution was assigned as 15478.

- M9 A RESOLUTION AWARDED AMENDMENT NO. 1 TO A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$8,201.60 TO IMPACT INDUSTRIAL SERVICES, LLC., A COLORADO LIMITED LIABILITY COMPANY FOR PROJECT NO. 23-109, ABATE AND DEMOLISH - 718 WEST 4TH STREET (CDBG), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15479.

- M10 A RESOLUTION APPROVING ACCEPTANCE OF \$8,203.50 FOR THE REIMBURSEMENT OF EXPENSES FROM HEALTH SOLUTIONS OF PUEBLO, A NON-PROFIT ORGANIZATION, RELATING TO THE DELIVERY OF**

**SERVICES VIA THE SOLUTIONS OUTREACH SERVICES TEAM (SOS TEAM),
AND DEPOSITING THESE FUNDS INTO THE GENERAL FUND**

This Resolution was assigned as 15480.

M11 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$7,488.22 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2517 WINNIPEG ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

This Resolution was assigned as 15481.

M12 A RESOLUTION TRANSFERRING \$6,000.00 FROM PROJECT NO. CD1911 INTO PROJECT NO. CD2111 FOR THE DEMOLITION OF THE ALBANY BUILDING, BID NO. 23-142.

This Resolution was assigned as 15482.

M13 A RESOLUTION APPROVING AN EASEMENT AGREEMENT FOR BECKWOOD PARK BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BLACK HILLS ENERGY FOR THE INSTALLATION OF AN UNDERGROUND DISTRIBUTION LINE

This Resolution was assigned as 15483.

M14 A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 8.018-ACRE AREA COMMONLY KNOWN AS THE FIRST ADDITION TO VILLA BELLA ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

This Resolution was assigned as 15484.

M15 A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 10.094-ACRE AREA COMMONLY KNOWN AS THE SECOND ADDITION TO VILLA BELLA ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

This Resolution was assigned as 15485.

M16 A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 79.637-ACRE AREA COMMONLY KNOWN AS THE THIRD ADDITION TO VILLA BELLA ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

This Resolution was assigned as 15486.

M17 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-48) TO FUEL & IRON MASTER TENANT, LLC, FOR THE PURPOSE OF INSTALLING A PLANTER TO ENHANCE THE STREETScape ON THE SIDEWALK ADJACENT TO B STREET AND THE FUEL & IRON PARKING LOT

This Resolution was assigned as 15487.

M18 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-1) TO POSADA FOR THE PURPOSE OF CONSTRUCTING A SIX-FOOT-HIGH WROUGHT IRON FENCE ALONG THE EXISTING SIDEWALK WITHIN THE PUBLIC RIGHT-OF-WAY ON THE EAST SIDE OF LAKE AVENUE AND ON THE SOUTH SIDE OF INDIANA AVENUE ADJACENT TO THE PROPERTY AT 2024 LAKE AVE

This Resolution was assigned as 15488.

M19 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DYLAN GOODMAN AND MIKE WAKEFIELD TO COMPLETE A FOUR-YEAR TERM EXPIRING JUNE 30, 2027 ON THE PUEBLO ENERGY ADVISORY COMMISSION

This Resolution was assigned as 15489.

M20 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DAVID ROSCOVER TO COMPLETE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2026 ON THE PUEBLO STREETScape ADVISORY COMMITTEE

This Resolution was assigned as 15490.

M21 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF STEVE NAWROCKI, GARRISON ORTIZ, AND JIM VALENZUELA TO THE PUEBLO URBAN RENEWAL AUTHORITY BOARD

This Resolution was assigned as 15491.

M22 A RESOLUTION CONFIRMING THE APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2024

This item was moved to the February 26th, 2024 agenda.

M24 A RESOLUTION CONFIRMING THE APPOINTMENT OF STEVEN 'CHRIS' NOELLER TO THE POSITION OF DEPUTY MAYOR

This Resolution was assigned as 15492.

M25 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF RUSSELL GIFFING TO THE PUEBLO REGIONAL BUILDING – PLUMBING BOARD OF APPEALS AS JOURNEYMAN

This Resolution was assigned as 15493.

M26 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF ROBERT BARR TO THE FOUNTAIN CREEK WATERSHED FLOOD CONTROL AND GREENWAY DISTRICT BOARD

This Resolution was assigned as 15494.

M27 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF ALVA CLAUSSEN TO THE COMMUNITY SERVICES ADVISORY COMMITTEE (CSAC)

This Resolution was assigned as 15495.

M28 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF BRANDON MARTIN, ANDREA NAGLICH, SOL SANDOVAL TAFOYA, AND CALICO VARGAS TO THE PUEBLO HUMAN RELATIONS COMMISSION AND RATIFYING THE REAPPOINTMENT OF RIYA SINGH TO THE PUEBLO HUMAN RELATIONS COMMISSION - YOUTH POSITION

This Resolution was assigned as 15496.

M29 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., TO PROVIDE ENGINEERING SERVICES FOR THE PUEBLO WASTEWATER DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE SAME.

This Resolution was assigned as 15497.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN JORDAN ENGINEERING, LLC., A NEW MEXICO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE COLLECTION OF A DEPOSIT FOR THE INSTALLATION OF PUBLIC IMPROVEMENTS AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

N2 AN ORDINANCE ESTABLISHING PROJECT NO. CI2423 - ENERGY PERFORMANCE CONTRACT AUDIT, BUDGETING AND APPROPRIATING \$125,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND FOR SAID PROJECT, AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE AND THE CITY OF PUEBLO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N3 AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF \$65,000.00 FROM GOODWIN KNIGHT, LLC SATISFYING DEVELOPER'S OBLIGATION WITH RESPECT TO INSTALLATION OF TRAFFIC CONTROL IMPROVEMENTS AT THE INTERSECTION OF PARKER BOULEVARD AND SPAULDING AVENUE, A CONDITION OF THE "EAST OF PUEBLO BOULEVARD AND SOUTH OF TUXEDO BOULEVARD" ANNEXATION AGREEMENT DATED MAY 25, 2001 AND APPROVED UNDER ORDINANCE NO. 6688; ESTABLISHING PROJECT NO. CI2425 - TRAFFIC CONTROL IMPROVEMENTS AT PARKER AND SPAULDING; AND BUDGETING AND APPROPRIATING \$65,000.00 INTO SAID ACCOUNT

- N4 AN ORDINANCE APPROVING A TRAIL LICENSE AGREEMENT AND A LICENSE TO CROSS BETWEEN THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATED TO THE OPERATION AND MAINTENANCE OF TRAIL IMPROVEMENTS TO BE INSTALLED AS PART OF CDOT'S PROJECT TO RECONSTRUCT THE I-25/US-50B INTERCHANGE, AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR**
- N5 AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO RELATING TO THE ADMINISTRATION OF TENANT BASED RENTAL ASSISTANCE IN ACCORDANCE WITH THE FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM REQUIREMENTS AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N6 AN ORDINANCE ESTABLISHING PROJECT NO. HO2470, TENANT BASED RENTAL ASSISTANCE PROJECT, TRANSFERRING \$75,000.00 FROM PROJECT NO. HO2150, \$25,000.00 FROM PROJECT NO. HO2260, \$66,978.83 FROM PROJECT NO. HO2130, AND ACCEPTING \$22,326.17 FROM THE COUNTY OF PUEBLO, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$189,305.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N7 AN ORDINANCE APPROVING AN AGREEMENT TO PROVIDE TENANT BASED RENTAL ASSISTANCE IN THE AMOUNT OF \$189,305.00 BETWEEN POSADA INC., A COLORADO NON-PROFIT CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N8 AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TO PREPARE AN ENVIRONMENTAL AND CULTURAL DOCUMENTED CATEGORICAL EXCLUSION (CATEX) FOR THE TAXILANE REHABILITATION AND NEW HANGAR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N9 AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DIVISION OF CRIMINAL JUSTICE 2023 SMART GRANT (STATE'S MISSION FOR ASSISTANCE IN RECRUITING AND TRAINING GRANT PROGRAM) IS A FUNDING OPPORTUNITY OFFERED THROUGH THE OFFICE OF ADULT AND JUVENILE ASSISTANCE (OAJJA) FOR FISCAL YEARS 2024 AND 2025,**

AWARD NO. 2023-LE-24-12, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2316, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$791,811.00, AUTHORIZING MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS AND RATIFYING HER SIGNATURE THERETO

N10 AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW DIVISION OF COMMUNITY ENGAGEMENT GRANT TO SUPPORT THE FINANCIAL EMPOWERMENT CENTER FOR RESIDENTS OF THE CITY OF PUEBLO, ESTABLISHING PROJECT NUMBER CI2424, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$502,500.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N11 AN ORDINANCE BUDGETING AND APPROPRIATING \$71,500 FROM THE UNAPPROPRIATED FUND BALANCE FROM THE GENERAL FUND AND AUTHORIZING THE EXPENDITURE OF THE SAME TO THE MARIPOSA CENTER FOR SAFETY FOR OPERATIONAL COST THROUGH JUNE 2024

N12 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO REGARDING UNPAID INTERNSHIPS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

O. APPROVAL OF CONSENT AGENDA

Councilor Flores, seconded by Councilor Maestri, moved to receive and file the minutes of the Planning and Zoning Commission, approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for February 26, 2024, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

P. REGULAR AGENDA

M3 A RESOLUTION AUTHORIZING PAYMENT OF ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF PURCHASING THE PROPERTY KNOWN AS 2701 EAST 12TH STREET, PUEBLO, CO, PERFORMING CERTAIN PROPERTY BOUNDARY CHANGES, PERFORMING CERTAIN IMPROVEMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE ANY REQUIRED DOCUMENTS, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

This item was removed from the consent agenda.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as 15498.

M23 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF REAH SANTANGELO, DARENA HERSCHLER, ROSELLA PARRA, STEPHANY COSTANZE, AARON LUCERO, ANDREA NAGLICH, BRET STEWART, SELENA GOMEZ-RUIZ, AND YANERA MCCULLEY TO THE YOUR IDEA YOUR NEIGHBORHOOD REVIEW COMMITTEE EXPIRING DECEMBER 31, 2024.

This item was removed from the Consent Agenda.

A staff report and detailed review of the Resolution was given by Haley Robinson, Director of Public Affairs.

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

Councilor Maestri, seconded by Councilor Gomez, moved to amend the Resolution by making Council the review committee for the Your Idea, Your Neighborhood program.

Roll Call - **Ayes:** President Aliff, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** Councilor Flores and Councilor Martinez. Motion 4-2.

This Resolution was assigned as 15499.

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO FRIENDS OF THE ARKANSAS RIVER IN THE AMOUNT OF \$250 TO SPONSOR THE TROUT ON THE ROUTT FUNDRAISER

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

Councilor Maestri, seconded by Councilor Gomez, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as 15500.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO FIREFIGHTER HISTORICAL SOCIETY IN THE AMOUNT OF \$1,500 TO SPONSOR A TABLE AT THE FIREFIGHTERS BALL & AWARDS DINNER ON SATURDAY, MARCH 2, 2024, AT 5 PM AT THE PUEBLO CONVENTION CENTER

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

Councilor Gomez, seconded by Councilor Maestri, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as 15501.

R. ORDINANCES – FINAL PRESENTATION

R9 AN ORDINANCE FOR SAFE USE OF PUBLIC PROPERTY TO LIMIT PUBLIC CAMPING AND PROHIBIT TEMPORARY STRUCTURES ON PUBLIC PROPERTY WITHIN THE CITY OF PUEBLO, COLORADO

A staff report and detailed review of the Ordinance was given by Carla Sikes, Interim City Attorney.

PUBLIC HEARING:

- Augustine Garcia appeared in person to speak in favor of this ordinance
- Elena Garcia appeared in person to speak in favor of this ordinance
- Brett Avera appeared in person to speak in favor of this ordinance
- Elvis Martinez appeared in person to speak against this ordinance
- Dr. Johnathan Abenheizer appeared in person to speak against this ordinance
- Jenny Paulson appeared in person to speak against this ordinance
- Jimmy Duffner appeared in person to speak against this ordinance
- Crystal Archeletta appeared in person to speak against this ordinance
- Sam Chambers appeared in person to speak against this ordinance
- Michael Gonzales appeared in person to speak against this ordinance
- Thomas Elliot appeared in person to speak against this ordinance
- Nikki appeared in person to speak against this ordinance
- Velma Campbell appeared in person to speak against this ordinance
- Alison Ray appeared in person to speak against this ordinance
- Riley Toronto appeared in person to speak against this ordinance
- Dr. Alexandra Kellog appeared in person to speak against this ordinance
- Jordan Meekum appeared in person to speak against this ordinance
- Cora Cole appeared in person to speak against this ordinance
- Jaime Valdez appeared in person to speak against this ordinance
- Kennedy Pew appeared in person to speak against this ordinance
- Jason Ford appeared in person to speak against this ordinance
- Rev Gary Weaver appeared in person to speak against this ordinance

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

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

Roll Call - **Ayes:** President Aliff, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** Councilor Flores, Councilor Martinez. Motion Passed 4-2.

This Ordinance was assigned as 10645.

R1 AN ORDINANCE APPROVING AND ACCEPTING AN ARPA/SLRF AND STATE MULTI MODAL OPTION PROGRAM FUNDS GRANT (PUEBLO VANPOOL), AWARD NO. 24-HTD-ZL-00125 / 491003385, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2402, BUDGETING AND APPROPRIATING FUNDS OF \$400,000.00, AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

A staff report and detailed review of the Ordinance was given by Ben Valdez, Director of Transit.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10646.

R2 AN ORDINANCE APPROVING AND ACCEPTING A UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION GRANT (AREAS OF PERSISTENCE POVERTY), AWARD NO. FTA G-30, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2401, BUDGETING AND APPROPRIATING FUNDS OF \$180,000.00, WITH A LOCAL MATCH OF \$20,000.00 AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

A staff report and detailed review of the Ordinance was given by Ben Valdez, Director of Transit.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10647.

R3 AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF TRANSPORTATION 2024-CTE: PUEBLO TRANSIT FLEET TRANSITION PLANNING GRANT AWARD-021647, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NO. PT2403, BUDGETING AND APPROPRIATING \$99,000.00 WITH A LOCAL MATCH OF \$11,000.00, AND RATIFYING THE MAYOR'S SIGNATURE ON SAME

A staff report and detailed review of the Ordinance was given by Ben Valdez, Director of Transit.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10648.

R4 AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, DEPARTMENT OF HUMAN SERVICES FOR THE PREMISES KNOWN AS THE LANGONI SPORTS COMPLEX

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10649.

R5 AN ORDINANCE AUTHORIZING AMENDMENT NO. 19 TO THE AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION, AND ACCOUNTABILITY SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10650.

R6 AN ORDINANCE TO APPROVE THE GRANT AGREEMENT BETWEEN THE

CITY OF PUEBLO AND HEALTH COLORADO, INC. FOR COMMUNITY OUTREACH TO CONNECT COMMUNITY MEMBERS TO COMMUNITY RESOURCES AND ACCEPTANCE OF \$80,000 FOR PROGRAM PROJECT PS2402 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

PUBLIC HEARING:

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

Councilor Flores, seconded by None, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10651.

R7 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN COLORADO STATE PATROL AND THE CITY OF PUEBLO RELATING TO THE USE OF THE PUEBLO FIRE DEPARTMENT TRAINING FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10652.

R8 AN ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT AUTHORIZING PAYMENT IN AN AMOUNT OF UP TO \$200,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO ROCKY MOUNTAIN S.E.R./JOBS FOR PROGRESS, INC., FOR EQUIPMENT AND RELATED INFRASTRUCTURE IMPROVEMENTS FOR ITS EMPOWERMENT CENTER AS AUTHORIZED BY SECTION 603(C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 C.F.R. § 35.6 (B) (3) (II) (A) (5) AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Carla Sikes, Interim City Attorney.

PUBLIC HEARING:

- Brandi Adaki appeared in person to speak in favor of this ordinance
- Cindy Bernal appeared in person to speak in favor of this ordinance
- Shelly Ryan appeared in person to speak in favor of this ordinance
- Alison Ray appeared in person to speak in favor of this ordinance

- Kennedy Pew appeared in person to speak in favor of this ordinance
- Maggie Nelson appeared in person to speak in favor of this ordinance
- Tremo Richardson appeared in person to speak in favor of this ordinance
- Augustine Garcia appeared in person to speak in favor of this ordinance
- Monica Martinez appeared in person to speak in favor of this ordinance
- Mark Martinez appeared in person to speak in favor of this ordinance
- James Larson appeared in person to speak in favor of this ordinance

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

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

Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Latino, Councilor Martinez. **Nays:** Councilor Gomez, Councilor Maestri. Motion Passed 4-2.

This Ordinance was assigned as **10653**.

R10 AN ORDINANCE AMENDING CHAPTER 10 OF TITLE XI AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE REGULATING COMMERCIAL VEHICLE OPERATIONS WITHIN THE CITY

This item was moved to the February 26th, 2024 agenda.

S. COUNCIL MEMBER CONFLICT OF INTEREST

S1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$25,707.00 TO COLORADO FRONT RANGE ROOFING, FOR PROJECT NO. 23-162, REPLACE ROOF MEMBRANE ON POPE BLOCK BUILDING GENERATOR ROOM, SETTING FORTH \$4,293.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Councilor Maestri recused herself for a conflict of interest.

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

- Elvis Martinez appeared in person to speak against this ordinance

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

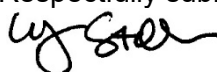
Roll Call - **Ayes:** President Aliff, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Martinez. **Nays:** None. Motion Passed 5-0.

This Resolution was assigned as **15502**.

T. ADJOURN

President Aliff adjourned the meeting at 10:59 p.m.

Respectfully submitted,

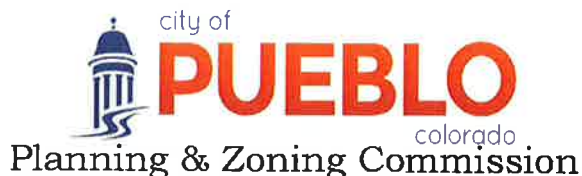


Marisa Stoller
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, January 10, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Sarah Martinez

Commissioners Absent: Alexandra Aznar, Christopher Pasternak

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Kelly Grisham.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move item Z-23-10, S-23-07, S-22-07 and Z-23-12 to the February 14, 2024, meeting and approve the agenda as amended. seconded by Spinuzzi.

Motion Passed: 5-0

Public Hearing:

1. Z-23-07 Alley Vacation: Vacation of a portion of the alley within Block 11, Mattice's Subdivision. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant, Mark Armenta was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application be referred to the City Council with Conditions, seconded by Spinuzzi.

Motion Passed: 5-0

2. Z-23-12 Belmont Place Rezoning, *Continue to February 14, 2024*

3. S-22-07 Bellmont Place Subdivision, *Continue to February 14, 2024*

4. Z-23-10 Andiamo Rezone: *Continue to February 14, 2024*

5. S-23-07 Andiamo Subdivision: *Continue to February 14, 2024*

6. GU-23-05 Government Use Development Plan Review: 111 Victory Lane. The City of Pueblo is requesting a development review of Fire Station #6 a proposed 13,428 sq ft. structure on a 103,207 sq. ft. lot in a Government Use (S-1) Zone District. Staff report by Beritt Odom, Principal Planner.

Hearing: Kelly Grisham, Project Coordinator, Public Works Department, provided information and answered questions.

Commission Action: Bailey motioned to approve the application with Conditions, seconded by Spinuzzi.

Motion Passed: 5-0.

Approval of Minutes:

1. Bailey moved to approve the minutes from the **December 13, 2024**, seconded by Avalos.

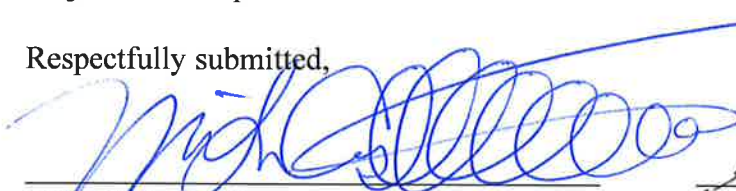
Old/New Business:

1. Election of Chair, Vice Chair, ZBA Liaison, and TAC Liaisons.
Bailey motioned, seconded by Spinuzzi, to retain current positions for 2024.

Motion Passed: 5-0.

Adjourn: 4:02 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: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$374,339.54 TO AA CONSTRUCTION CO., FOR PROJECT NO. 24-001, CONCRETE IMPROVEMENTS - ELIZABETH STREET PHASE 1 (CITY CENTER TO 16TH STREET), SETTING FORTH \$75,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to AA Construction Co., for Project No. 24-001, Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street).

PREVIOUS COUNCIL ACTION

None.

BACKGROUND:

This project will consist of concrete improvements to curb ramps and sidewalks along Elizabeth Street between City Center Drive and W. 16th Street. This Resolution awards the construction contract to AA Construction Co.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$449,339.54 (contract and contingencies) will be paid from Project CI2415 Street Rehabilitation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-001 Bid Summary

RESOLUTION NO. 15504

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$374,339.54 TO AA CONSTRUCTION CO., FOR PROJECT NO. 24-001, CONCRETE IMPROVEMENTS - ELIZABETH STREET PHASE 1 (CITY CENTER TO 16TH STREET), SETTING FORTH \$75,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-001, Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street) have been received and examined; and,

WHEREAS, the proposal of AA Construction Co., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-001, Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-001, Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street), to be performed, and the contract for said project is hereby awarded to AA Construction Co., in the amount of \$374,339.54.

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.....\$75,000

SECTION 4.

Funds for Project No. 24-001, in the amount of \$449,339.54 (including contingencies and additional work) shall be from Project CI2415, Street Rehabilitation.

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.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION

IFB No. 24-001

Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

RESPONSE DEADLINE: January 31, 2024 at 10:00 am

Report Generated: Friday, February 2, 2024

SELECTED VENDOR TOTALS

Vendor	Total
AA Construction Co	\$374,339.54
Flat and Fancy	\$445,839.38
Cedar Ridge Landscape, Inc	\$456,660.54
Doug Vaughn, LLC	\$472,683.00
Finsterwald Landscaping and Irrigation	\$493,107.00
A 5 Construction	\$510,085.50
KRM CONCRETE LLC	\$530,586.00
Baha Construction, Inc.	\$568,205.75
Pyramid Construction, Inc.	\$646,479.00

EVALUATION TABULATION

IFB No. 24-001

Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

BASE BID (Table 1 of 2)

Base Bid					A 5 Construction		AA Construction Co		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	4881	SF	\$5.00	\$24,405.00	\$3.19	\$15,570.39	\$6.00	\$29,286.00	\$3.00	\$14,643.00	\$4.00	\$19,524.00
X	2	Remove Curb and Gutter	2078	LF	\$7.00	\$14,546.00	\$10.53	\$21,881.34	\$6.50	\$13,507.00	\$9.00	\$18,702.00	\$7.00	\$14,546.00
X	3	Remove Concrete	9342	SF	\$4.00	\$37,368.00	\$3.90	\$36,433.80	\$5.00	\$46,710.00	\$2.90	\$27,091.80	\$6.50	\$60,723.00
X	4	Remove 7" Reinforced Concrete	1702	SF	\$11.00	\$18,722.00	\$5.60	\$9,531.20	\$7.25	\$12,339.50	\$4.00	\$6,808.00	\$7.00	\$11,914.00
X	5	Remove Curb Head	24	LF	\$5.00	\$120.00	\$5.75	\$138.00	\$20.00	\$480.00	\$6.00	\$144.00	\$7.00	\$168.00
X	6	Remove Flagstone	96	SF	\$5.00	\$480.00	\$3.91	\$375.36	\$8.00	\$768.00	\$3.50	\$336.00	\$7.00	\$672.00
X	7	Construct Curb Head	1733	LF	\$21.00	\$36,393.00	\$13.90	\$24,088.70	\$16.50	\$28,594.50	\$19.00	\$32,927.00	\$21.00	\$36,393.00
X	8	Construct Curb and Gutter	2058	LF	\$41.00	\$84,378.00	\$34.96	\$71,947.68	\$42.00	\$86,436.00	\$40.00	\$82,320.00	\$32.00	\$65,856.00
X	9	Construct 4" Concrete	8300	SF	\$8.00	\$66,400.00	\$8.44	\$70,052.00	\$11.00	\$91,300.00	\$9.25	\$76,775.00	\$7.00	\$58,100.00
X	10	Construct 6" Concrete	1910	SF	\$10.00	\$19,100.00	\$9.72	\$18,565.20	\$15.25	\$29,127.50	\$11.00	\$21,010.00	\$9.00	\$17,190.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

Page 2

EVALUATION TABULATION

IFB No. 24-001

Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

Base Bid					A 5 Construction		AA Construction Co		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Construct 7" Reinforced Concrete	2225	SF	\$12.00	\$26,700.00	\$11.61	\$25,832.25	\$18.25	\$40,606.25	\$16.00	\$35,600.00	\$15.00	\$33,375.00
X	12	Construct 2" Asphalt Patch	300	SF	\$11.00	\$3,300.00	\$4.04	\$1,212.00	\$10.00	\$3,000.00	\$6.00	\$1,800.00	\$5.00	\$1,500.00
X	13	Construct Asphalt Roadway Patch	4418	SF	\$8.25	\$36,448.50	\$9.69	\$42,810.42	\$12.00	\$53,016.00	\$8.50	\$37,553.00	\$9.00	\$39,762.00
X	14	Install Tactile Band 24"x24"	146	EA	\$275.00	\$40,150.00	\$119.25	\$17,410.50	\$300.00	\$43,800.00	\$250.00	\$36,500.00	\$135.00	\$19,710.00
X	15	Install Tactile Band 24"x30"	24	EA	\$285.00	\$6,840.00	\$150.08	\$3,601.92	\$420.00	\$10,080.00	\$310.00	\$7,440.00	\$165.00	\$3,960.00
X	16	Relocate Ped. Push Button	2	EA	\$250.00	\$500.00	\$228.28	\$456.56	\$1,100.00	\$2,200.00	\$2,700.00	\$5,400.00	\$1,500.00	\$3,000.00
X	17	Install 4" sidewalk drain	4	LF	\$1,500.00	\$6,000.00	\$798.72	\$3,194.88	\$100.00	\$400.00	\$200.00	\$800.00	\$225.00	\$900.00
X	18	Relocate Signs	4	EA	\$150.00	\$600.00	\$212.95	\$851.80	\$250.00	\$1,000.00	\$100.00	\$400.00	\$50.00	\$200.00
X	19	Reset Traffic Pull Box 17"x30"	2	EA	\$350.00	\$700.00	\$296.50	\$593.00	\$1,100.00	\$2,200.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

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EVALUATION TABULATION

IFB No. 24-001

Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

Base Bid					A 5 Construction		AA Construction Co		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	20	Install Class 6 Backfill	43	TON	\$45.00	\$1,935.00	\$42.33	\$1,820.19	\$85.00	\$3,655.00	\$55.00	\$2,365.00	\$30.00	\$1,290.00
X	21	Remove 6" Tree	1	EA	\$1,500.00	\$1,500.00	\$344.27	\$344.27	\$500.00	\$500.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
X	22	Erosion and Sediment Control	1	LS	\$7,500.00	\$7,500.00	\$1,739.07	\$1,739.07	\$4,200.00	\$4,200.00	\$1,500.00	\$1,500.00	\$400.00	\$400.00
X	23	Traffic control	1	LS	\$60,000.00	\$60,000.00	\$2,360.17	\$2,360.17	\$23,000.00	\$23,000.00	\$22,000.00	\$22,000.00	\$40,000.00	\$40,000.00
X	24	Mobilization	1	LS	\$16,000.00	\$16,000.00	\$3,528.84	\$3,528.84	\$42,000.00	\$42,000.00	\$21,745.74	\$21,745.74	\$40,000.00	\$40,000.00
Total						\$510,085.50		\$374,339.54		\$568,205.75		\$456,660.54		\$472,683.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

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EVALUATION TABULATION

IFB No. 24-001

Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

BASE BID (Table 2 of 2)

Base Bid					Finsterwald Landscaping and Irrigation		Flat and Fancy		KRM CONCRETE LLC		Pyramid Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	4881	SF	\$3.50	\$17,083.50	\$3.00	\$14,643.00	\$6.00	\$29,286.00	\$2.00	\$9,762.00
X	2	Remove Curb and Gutter	2078	LF	\$13.00	\$27,014.00	\$12.00	\$24,936.00	\$15.00	\$31,170.00	\$15.00	\$31,170.00
X	3	Remove Concrete	9342	SF	\$4.37	\$40,824.54	\$5.50	\$51,381.00	\$6.00	\$56,052.00	\$5.60	\$52,315.20
X	4	Remove 7" Reinforced Concrete	1702	SF	\$6.47	\$11,011.94	\$3.75	\$6,382.50	\$7.00	\$11,914.00	\$7.70	\$13,105.40
X	5	Remove Curb Head	24	LF	\$7.39	\$177.36	\$9.00	\$216.00	\$15.00	\$360.00	\$21.50	\$516.00
X	6	Remove Flagstone	96	SF	\$8.00	\$768.00	\$1.75	\$168.00	\$6.00	\$576.00	\$5.60	\$537.60
X	7	Construct Curb Head	1733	LF	\$19.82	\$34,348.06	\$18.86	\$32,684.38	\$22.00	\$38,126.00	\$41.00	\$71,053.00
X	8	Construct Curb and Gutter	2058	LF	\$45.41	\$93,453.78	\$36.00	\$74,088.00	\$45.00	\$92,610.00	\$39.00	\$80,262.00
X	9	Construct 4" Concrete	8300	SF	\$11.06	\$91,798.00	\$8.52	\$70,716.00	\$10.00	\$83,000.00	\$7.75	\$64,325.00
X	10	Construct 6" Concrete	1910	SF	\$13.33	\$25,460.30	\$9.75	\$18,622.50	\$14.00	\$26,740.00	\$9.85	\$18,813.50

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

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EVALUATION TABULATION

IFB No. 24-001

Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

Selected	Line Item	Base Bid			Finsterwald Landscaping and Irrigation		Flat and Fancy		KRM CONCRETE LLC		Pyramid Construction, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Construct 7" Reinforced Concrete	2225	SF	\$14.93	\$33,219.25	\$13.00	\$28,925.00	\$17.00	\$37,825.00	\$22.50	\$50,062.50
X	12	Construct 2" Asphalt Patch	300	SF	\$5.25	\$1,575.00	\$6.00	\$1,800.00	\$5.00	\$1,500.00	\$4.20	\$1,260.00
X	13	Construct Asphalt Roadway Patch	4418	SF	\$5.97	\$26,375.46	\$9.00	\$39,762.00	\$14.00	\$61,852.00	\$7.85	\$34,681.30
X	14	Install Tactile Band 24"x24"	146	EA	\$300.00	\$43,800.00	\$175.00	\$25,550.00	\$35.00	\$5,110.00	\$670.00	\$97,820.00
X	15	Install Tactile Band 24"x30"	24	EA	\$375.00	\$9,000.00	\$200.00	\$4,800.00	\$35.00	\$840.00	\$805.00	\$19,320.00
X	16	Relocate Ped. Push Button	2	EA	\$700.00	\$1,400.00	\$250.00	\$500.00	\$500.00	\$1,000.00	\$894.00	\$1,788.00
X	17	Install 4" sidewalk drain	4	LF	\$300.00	\$1,200.00	\$1,100.00	\$4,400.00	\$350.00	\$1,400.00	\$1,250.00	\$5,000.00
X	18	Relocate Signs	4	EA	\$200.00	\$800.00	\$250.00	\$1,000.00	\$300.00	\$1,200.00	\$370.00	\$1,480.00
X	19	Reset Traffic Pull Box 17"x30"	2	EA	\$200.00	\$400.00	\$200.00	\$400.00	\$2,500.00	\$5,000.00	\$1,350.00	\$2,700.00
X	20	Install Class 6 Backfill	43	TON	\$83.67	\$3,597.81	\$55.00	\$2,365.00	\$75.00	\$3,225.00	\$52.50	\$2,257.50

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

EVALUATION TABULATION

IFB No. 24-001

Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

Selected	Line Item	Base Bid			Finsterwald Landscaping and Irrigation		Flat and Fancy		KRM CONCRETE LLC		Pyramid Construction, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	21	Remove 6" Tree	1	EA	\$800.00	\$800.00	\$2,500.00	\$2,500.00	\$800.00	\$800.00	\$1,850.00	\$1,850.00
X	22	Erosion and Sediment Control	1	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$11,800.00	\$11,800.00
X	23	Traffic control	1	LS	\$22,500.00	\$22,500.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$47,600.00	\$47,600.00
X	24	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$27,000.00	\$27,000.00
Total						\$493,107.00		\$445,839.38		\$530,586.00		\$646,479.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

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EVALUATION TABULATION

IFB No. 24-001

Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	AA Construction Co	Baha Construction, Inc.	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	Finsterwald Landscaping and Irrigation	Flat and Fancy	KRM CONCRETE LLC	Pyramid Construction, Inc.
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS									
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	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	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

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EVALUATION TABULATION

IFB No. 24-001

Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

Question Title	A 5 Construction	AA Construction Co	Baha Construction, Inc.	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	Finsterwald Landscaping and Irrigation	Flat and Fancy	KRM CONCRETE LLC	Pyramid Construction, Inc.
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass	Fail	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elizabeth Street Phase 1 (City Center to 16th Street)

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$14,360 TO MESA FAB SHOP, INC., FOR PROJECT NO. 24-024, REPLACE FENCING FOR GENERATOR AT POPE BLOCK BUILDING, SETTING FORTH \$5,640 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Mesa Fab Shop, Inc., for Project No. 24-024, Replace Fencing for Generator at Pope Block Building.

PREVIOUS COUNCIL ACTION:

Ordinance 10632, approved January 10, 2024, created Project ED2307 for the Pope Block Building Generator Fencing Project, transferred funds in the amount of \$25,000.00 from 41300000-56901, Projects to be Determined to ED2307, Pope Block Building Generator Fencing Project, and budgeted and appropriated funds totaling \$25,000.00 for the Project.

BACKGROUND:

This project will consist of removing the existing guard rail and installing a new 7-ft steel fence with door access. Fence shall be made of 1" steel tubing matching fence on the opposite side of the generator building. This Resolution awards the construction contract to Mesa Fab Shop, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$20,000 (contract and contingencies) will be paid from Project ED2307 Pope Block Building Generator Fencing Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-024 Bid Summary

RESOLUTION NO. 15505

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$14,360 TO MESA FAB SHOP, INC., FOR PROJECT NO. 24-024, REPLACE FENCING FOR GENERATOR AT POPE BLOCK BUILDING, SETTING FORTH \$5,640 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-024, Replace Fencing for Generator at Pope Block Building have been received and examined; and,

WHEREAS, the proposal of Mesa Fab Shop, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-024, Replace Fencing for Generator at Pope Block Building to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-024, Replace Fencing for Generator at Pope Block Building, to be performed, and the contract for said project is hereby awarded to Mesa Fab Shop, Inc., in the amount of \$14,360.00.

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.....\$5,640.00

SECTION 4.

Funds for Project No. 24-024, in the amount of \$20,000.00 shall be from Project ED2307, Pope Block Building Generator Fencing Project.

SECTION 5.

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

SECTION 6.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION

IIFB-S No. 24-024

Replace Fencing for Generator at Pope Block Building

RESPONSE DEADLINE: February 7, 2024 at 11:00 am

Report Generated: Wednesday, February 7, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Mesa Fab Shop, Inc.	\$14,360.00
Aztec Manufacturing Inc	\$17,975.00
Midwest Fabrication and Steel LLC	\$21,700.00

BASE BID

Base Bid					Aztec Manufacturing Inc		Mesa Fab Shop, Inc.		Midwest Fabrication and Steel LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove existing guard rail	1	LS	\$600.00	\$600.00	\$0.00	\$0.00	\$400.00	\$400.00
X	2	Install new 7-ft steel fence	50	LF	\$327.50	\$16,375.00	\$270.00	\$13,500.00	\$404.00	\$20,200.00
X	3	Install 7-ft access gate	1	EA	\$1,000.00	\$1,000.00	\$710.00	\$710.00	\$1,000.00	\$1,000.00
X	4	Mobilization	1	LS	\$0.00	\$0.00	\$150.00	\$150.00	\$100.00	\$100.00
Total						\$17,975.00		\$14,360.00		\$21,700.00

EVALUATION TABULATION

IIFB-S No. 24-024

Replace Fencing for Generator at Pope Block Building

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Aztec Manufacturing Inc	Mesa Fab Shop, Inc.	Midwest Fabrication and Steel LLC
Confirmation of Offer and Understanding	Pass	Pass	Pass
Name, Title, and Contact Information	Pass	Pass	Pass
Insurance Requirements	Pass	Pass	Pass
Specification Exceptions			
Specification Exceptions	Pass	Pass	Pass
List Exceptions to Specifications (if any)	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:			
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass

EVALUATION TABULATION

Informal Invitation For Bid - Replace Fencing for Generator at Pope Block Building

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING THE CANVASS AND
ABSTRACT OF VOTES CAST AT THE MAYORAL RUNOFF SPECIAL
MUNICIPAL ELECTION HELD ON JANUARY 23, 2024

SUMMARY:

This Resolution accepts and approves the Abstract of Votes cast at the Mayor Runoff Special Municipal Election dated January 23, 2024 as prepared by the City Clerk.

PREVIOUS COUNCIL ACTION:

Pursuant to Section 5-1-119(1) of the Municipal Code, an Abstract of Votes is prepared by the City Clerk and Approved by the Board of Elections following each General or Special Municipal Election.

BACKGROUND:

Pursuant to Section 5-1-115 of the Pueblo Municipal Code, on Tuesday, January 23, 2024, the City Clerk met with the City of Pueblo Board of Elections as part of the 2024 Special Election Board of Canvassers of the Election Returns. Following the Canvassing, Marisa Stoller, City Clerk, issued the Official Abstract of Votes signed by each member of the Canvassing Board, which will be submitted to the Secretary of State.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Board of Elections has reviewed the Abstract of Votes as prepared by the City Clerk and has approved the Abstract by Board Resolution.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Abstract of Votes, January 23, 2024
2. Election Board Resolution 2024-1

RESOLUTION NO. 15506

A RESOLUTION APPROVING AND ACCEPTING THE
CANVASS AND ABSTRACT OF VOTES CAST AT THE
MAYORAL RUNOFF SPECIAL MUNICIPAL ELECTION HELD
ON JANUARY 23, 2024

WHEREAS, the Canvassing for the Mayoral Runoff Special Municipal Election held on January 23, 2024, has been completed; and

WHEREAS, the Board of Elections has passed and approved a Board Resolution certifying the votes and declaring the results of voting at said Mayoral Runoff Special Municipal Election as official; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Resolution of the Board of Elections certifying the votes and declaring the results at said Mayoral Runoff Special Municipal Election as official, a copy of which is attached hereto, is hereby approved; and the designation of results therein contained are hereby accepted and adopted.

SECTION 2.

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

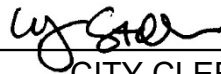
SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Abstract of Votes Cast – Official Results

At an Election held in the City of Pueblo and State of Colorado on the 23rd day of January, 2024, and having reviewed the statement of ballots and the procedures governing the election, we certify that the following election results were recorded.

Mayoral Runoff Election

Office of Mayor - Term Expiring January 8, 2028

Nick Gradishar

9,463

Heather Graham

15,685

Certified by the City of Pueblo Election Board on February 1, 2024:



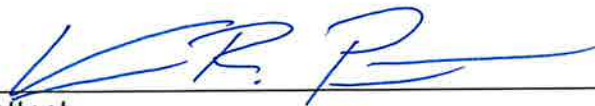
Election Board Member



Election Board Member



Designated Election Official



Attest



OFFICE OF THE CITY CLERK

RESOLUTION BY THE BOARD OF ELECTIONS

A RESOLUTION CERTIFYING THE VOTES AND DECLARING THE RESULTS OF VOTING AT THE MAYORAL RUNOFF SPECIAL MUNICIPAL ELECTION HELD ON JANUARY 23, 2024 (OFFICIAL SURVEY OF RETURNS)

WHEREAS, Pursuant to Section 5-1-115 of the Pueblo Municipal Code; the Canvassing Board of Elections met on February 1, 2024 as part of the Canvassing Board for the General Municipal Election, conducted as a Special Election in the City of Pueblo, and;

WHEREAS, the Board of Elections proceeded to Canvass the votes cast at said Mayoral Runoff Special Municipal Election and make an abstract thereof; NOW THEREFORE, BE IT RESOLVED BY THE PUEBLO BOARD OF ELECTIONS that:

SECTION 1:

The following votes are certified by a vote of 2-1

MAYOR

4-Year Term Expiring January 10, 2028

- Heather Graham
- Nick Gradisar

15,685
9,463

SECTION 2:

The following individual, having received the greatest number of votes for the office of Mayor, is hereby declared elected for a term ending on January 10, 2028:

Heather Graham

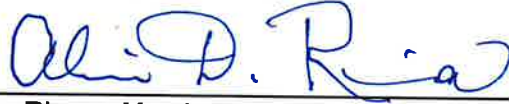
Mayor

SECTION 3:

The statements from the abstract of votes prepared by the City Clerk is hereby approved and each member of the Board of Elections shall affix his or her signature thereto, certifying same to be correct and shall endorse and subscribe on such statements their certification of determination required by Section 5-1-119(1) of the Pueblo Municipal Code, as amended.

Adopted this 1st day of February 2024.

BOARD OF ELECTIONS:



Alvin Rivera, Member



Sharon Sullenberger, Member



Marisa Stoller, Member and City Clerk

ATTEST:





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF MAKING CERTAIN IMPROVEMENTS ON THE CITY PARK TENNIS COMPLEX AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

SUMMARY:

This Resolution authorizes the payment of \$500,000 in American Rescue Plan Act ("ARPA") funds for the purpose of making certain improvements to the City Park Tennis Clubhouse and Restrooms.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024, (to be expended by December 31, 2026).

BACKGROUND:

The City Park Tennis Complex, includes seventeen (17) lighted, hard-surface courts and hosts numerous tournaments each year, including Pueblo School District #60 High School Boys and Girls Tennis matches which lead up to the Colorado High School Activities Association (CHSAA) 4A State High School Boys and Girls Tennis Regional and State Championships. Other stakeholders include the Colorado State University – Pueblo Women's Tennis program, United States Tennis Association (USTA) sanctioned leagues and tournaments, Pueblo Parks and Recreation Department's popular summer Learn-to-Play Tennis program, and countless recreational tennis players regularly playing at this facility year around.

The original building (clubhouse) was constructed in stone in the late 1930s by Work Progress Administration (WPA) workers who used the same sandstone rock as other projects throughout the park. The building was originally constructed as a multipurpose building or bathhouse with concession stand for the original City Park wading pool.

The wood frame-built addition with stucco exterior was added many years later primarily used as office space and additional storage for the original building. The existing restrooms are approximately 1,700 square feet, are not ADA accessible, and cannot adequately facilitate tournament players, staff, and spectators. A structural analysis revealed foundation problems so severe that the existing building would require extensive, expensive modifications for code and structural safety.

FINANCIAL IMPLICATIONS:

Current funding secured to replace the City Park Tennis Clubhouse and Restroom consists of General Fund Capital Improvement Funds of \$701,690 and Conservation Trust (Lottery) Funds of \$350,000. Staff has requested a Rawlings Foundation Grant of \$250,000 which would bring the project funding budget to \$1,301,690. The \$500,000 from ARPA funds will increase the total to \$1,801,690. The estimated cost of replacing this building is approximately \$1,800,000.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City Council could decide not to support or fund the improvements to the City Park Tennis Club House and Restrooms.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15521

A RESOLUTION AUTHORIZING PAYMENT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF MAKING CERTAIN IMPROVEMENTS ON THE CITY PARK TENNIS COMPLEX AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

RECITALS

The following recitals are incorporated in and made part of this Resolution:

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act ("ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024 (to be expended by December 31, 2026); NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of five hundred thousand dollars (\$500,000) are hereby authorized for payment from Project No. CI2113 – American Rescue Plan Act, to make certain improvements to the City Park Tennis Clubhouse and Restrooms.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION AUTHORIZING THE EXTENSION OF THE
CONDITIONAL WAIVERS OF FEES RELATING TO WASTEWATER
UTILITY TAP AND PLANT INVESTMENT FEES AND GRANTING
WAIVERS FOR OTHER DEVELOPMENT FEES PERTAINING TO THE
PUEBLO SPRINGS APARTMENT COMPLEX LOCATION ON THE
SOUTHWEST CORNER OF NORTH PUEBLO BOULEVARD AND
WEST 31ST STREET IN THE CITY OF PUEBLO

SUMMARY:

Attached is a Resolution authorizing the City of Pueblo to grant an additional extension of conditional waivers of fees for wastewater utility tap and plant investment fees totaling a maximum of \$677,600 for 242 multi-family residential units and other development fees totaling an additional estimated \$55,620 requested by the developer of the Pueblo Springs Apartments. The Pueblo Springs Apartment Project is located at the southwest corner of North Pueblo Boulevard and West 31st Street.

PREVIOUS COUNCIL ACTION:

City Council has previously approved Resolution No. 14433 on July 13, 2020, Resolution No. 14768 on December 13, 2021, Resolution No. 15258 on June 12, 2023 granting conditional waivers of fees for wastewater utility tap and plant investment fees totaling \$653,400 through June 30, 2024 for the Pueblo Springs Apartments Project.

BACKGROUND:

This Resolution would extend the timeframe for the granting of the requested conditional waivers of city wastewater utility tap and plant investment fees based on the 2024 wastewater fee schedule and other development fees totaling a maximum of \$733,200 in fee waivers. The requested fee waivers are based on the adopted 2024 wastewater enterprise fee schedule. The approved wastewater tap and plant investment fee increased between 2021 to 2024 resulting in an increase of the

requested fee waivers for the 242 multi-family residential units by \$24,200 from the amount approved in Resolution No. 15258 dated June 12, 2023. The waivers will also be automatically extended in the event of the following:

- a. If the U.S. Department of Housing and Urban Development (“HUD”) does not approve the financing for the Pueblo Springs Apartments by December 31, 2024, the deadline shall be extended for an additional six (6) months.
- b. If HUD requires that the development of the Pueblo Springs Apartments occur in two (2) or more phases, the December 31, 2024 deadline shall be extended for the second and each succeeding phase of development.

The annexation of the Pueblo Springs Apartments property was approved by City Council on November 10, 2021. The initial zoning of the property within the City was approved by City Council on November 22, 2021. A two-lot subdivision application was approved by City Council on May 23, 2022. The applications, other requested waivers, except for the fire and concrete inspection fees, have been granted and those applications have been completed.

The addition of approximately 242 new apartment units will result in the recovery of sales and use tax revenue associated with the construction of the Project and future real property tax revenue in amounts far in excess of the fee waivers.

FINANCIAL IMPLICATIONS:

The Wastewater Utility will not receive tap and plant investment fees based on 242 multi-family units at the 2024 rate schedule, and the General Fund and Park Escrow Fund will not receive fees for this project as follows:

Fee Type	Amount
Tap Fees	\$471,900
Plant Investment Fees	\$205,700
Park Escrow Funds - completed	\$ 51,520
Commercial Site Plan Fees -completed	\$ 2,500
Fire Inspection Fees	\$ 1,500
Concrete Inspection Fees	\$ 100
Total	\$733,220

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to approve this Resolution will significantly delay the Pueblo Springs Apartments Project or make it financially unfeasible.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Wastewater Tap and Plant Investment Fees
2. Commitment for HUD financing Pueblo Springs Apts

RESOLUTION NO. 15507

A RESOLUTION AUTHORIZING THE EXTENSION OF THE CONDITIONAL WAIVERS OF FEES RELATING TO WASTEWATER UTILITY TAP AND PLANT INVESTMENT FEES AND GRANTING WAIVERS FOR OTHER DEVELOPMENT FEES PERTAINING TO THE PUEBLO SPRINGS APARTMENT COMPLEX LOCATION ON THE SOUTHWEST CORNER OF NORTH PUEBLO BOULEVARD AND WEST 31ST STREET IN THE CITY OF PUEBLO

FINDINGS OF FACT

- a. The City Council finds and determines that it has been several years since a large-scale apartment complex has been developed in the City of Pueblo; and,
- b. The lack of new large-scale apartment complexes in the City has a negative impact on the City's economic development; and,
- c. The construction of the Pueblo Springs Apartments 18.2-acre complex within the corporate limits of the City of Pueblo will result in the recovery of sales and use tax revenue associated with the project and future real property tax revenue in amounts far in excess of Wastewater Utility fees and other development fees waived by this Resolution; and,
- d. The waiver of fees for Wastewater Utility tap and plant investment fees and other development fees as authorized by this Resolution is for a public purpose and in furtherance of a municipal function and will enhance economic development in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, and acting as the governing board of the City's Wastewater Utility Enterprise, that:

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City of Pueblo, acting by and through its Wastewater Utility Enterprise, hereby grants a waiver of wastewater utility tap and plant investment fees up to a maximum amount of \$677,600 to the Pueblo Springs Apartments, located in the southwest corner of North Pueblo Boulevard and West 31st Street in the City.

SECTION 2.

The City of Pueblo hereby grants a waiver of other development fees including commercial site plan review fees, fire department inspection fees, concrete permit fees, and fees in-lieu of park land/development fees up to a maximum amount of \$55,620 related to the Pueblo Springs Apartments Project.

SECTION 3.

The waivers of wastewater utility fees and other development fees as provided in this Resolution will expire on December 31, 2024, unless on or before that date, Pueblo Springs Apartments provides the City with satisfactory proof of the following:

1. Final recording of the Pueblo Springs Apartments subdivision plat.
2. Issuance of a Building Permit for construction of the Pueblo Springs Apartments by the Pueblo Regional Building Authority.

SECTION 4.

The December 31, 2023 deadline specified in Section 3 shall be extended as follows, upon the occurrence of the following events:

a. If the U.S. Department of Housing and Urban Development ("HUD") does not approve the financing for the Pueblo Springs Apartments by December 31, 2024, the deadline shall be extended for an additional six (6) months

b. If HUD requires that the development of the Pueblo Springs Apartments occur in two (2) or more phases, the December 31, 2024 deadline shall be extended for the second and each succeeding phase of development.

SECTION 5.

This Resolution shall not serve as a precedent for the granting of waivers of Wastewater Utility and other development fees in the future. The decision to grant a waiver of wastewater utility tap and plant investment fees, and other development fees to Pueblo Springs Apartments was based on the particular facts surrounding the Pueblo Springs Apartments development. As was done with Pueblo Springs Apartments, future requests for waivers of Wastewater Utility fees and other development fees shall be considered on a case-by-case basis.

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Table 16-11-3(a): Sanitary Sewer Connection Fee (in U.S. Dollars)

Year	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012 & - Subsequent Years
Residential, per Unit										
Single Family	640	640	690	740	770	830	850	910	940	940
Multi-Family	480	480	520	560	580	620	640	680	710	710
Non-Residential Meter Line Size in Inches										
¾	640	640	690	740	770	830	850	910	940	940
1	1,070	1,070	1,150	1,240	1,290	1,390	1,420	1,520	1,570	1,570
1 ½	2,130	2,130	2,300	2,460	2,560	2,760	2,830	3,030	3,130	3,130
2	3,410	3,410	3,680	3,940	4,100	4,420	4,530	4,850	5,010	5,010
3	7,470	7,470	8,050	8,640	8,990	9,690	9,920	10,620	10,970	10,970
4	12,800	12,800	13,800	14,800	15,400	16,600	17,000	18,200	18,800	18,800
6	26,670	26,670	28,750	30,840	32,090	34,590	35,420	37,920	39,170	39,170
8	38,400	38,400	41,400	44,400	46,200	49,800	51,000	54,600	56,400	56,400

(b) Commencing on January 1, 2003, and thereafter for and in accordance with the calendar years indicated in Table 16-11-3(b) below, the plant investment fee to be assessed upon the connection to the City's Sanitary Sewer system shall be based on the water meter size as follows:

Table 16-11-3(b): Plant Investment Fee (in U.S. dollars)

Year	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012 & - Subsequent Years
Residential, per Unit										
Single Family	480	510	550	560	580	590	590	640	650	800
Multi-Family	360	380	410	420	440	440	440	480	490	600
Non-Residential Meter Line Size in Inches										
¾	480	510	550	560	580	590	590	640	650	800
1	800	850	920	940	970	990	990	1,070	1,090	1,340
1 ½	1,600	1,700	1,830	1,860	1,930	1,960	1,960	2,130	2,160	2,660
2	2,560	2,720	2,930	2,980	3,090	3,140	3,140	3,410	3,460	4,460
3	5,600	5,950	6,420	6,540	6,770	6,890	6,890	7,470	7,590	9,340
4	9,600	10,200	11,000	11,200	11,600	11,800	11,800	12,800	13,000	16,000
6	20,000	21,250	22,920	23,340	24,170	24,590	24,950	26,670	27,090	33,340
8	28,800	30,600	33,000	33,600	34,800	35,400	35,400	38,400	39,000	48,000

([b] c) For Multiple dwelling units which are served through a single water meter tap, the connection fee shall be either the connection fee applicable for the water meter size actually installed or an amount computed by multiplying the Multi-Family Residential per-unit amount specified in Table 16-11-3(a) for the specified year by the number of potential dwelling units served, whichever is greater.

([c] d) Connection fees and plant investment fees applicable within sanitation districts shall be pursuant to the provisions of the separate agreements with each district, as approved by City Council

Sec. 16-11-3. Schedule of sanitary sewer connection fees.

- (a) Commencing on **February 1, 2022**, and thereafter for and in accordance with the calendar years indicated in Table 16-11-3(a) below, the connection fee to be assessed upon connection to the City's sanitary sewer system shall be as follows:

Table 16-11-3(a): Sanitary Sewer Connection Fee (in U.S. Dollars)

<u>Year</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	2026 and subsequent years
Residential, Per Unit					
<u>Single-Family</u>	<u>\$2,450</u>	<u>\$2,500</u>	<u>\$2,550</u>	<u>\$2,725</u>	<u>\$2,790</u>
<u>Multi-Family</u>	<u>\$1,800</u>	<u>\$1,880</u>	<u>\$1,950</u>	<u>\$2,020</u>	<u>\$2,090</u>
Nonresidential Meter Line Size in Inches					
<u>¾</u>	<u>2,450</u>	<u>2,500</u>	<u>2,550</u>	<u>2,725</u>	<u>2,790</u>
<u>1</u>	<u>4,120</u>	<u>4,260</u>	<u>4,400</u>	<u>4,520</u>	<u>4,660</u>
<u>1½</u>	<u>8,260</u>	<u>8,440</u>	<u>8,700</u>	<u>8,930</u>	<u>9,200</u>
<u>2</u>	<u>13,725</u>	<u>14,160</u>	<u>14,570</u>	<u>15,000</u>	<u>15,400</u>
<u>3</u>	<u>28,725</u>	<u>29,550</u>	<u>30,460</u>	<u>31,370</u>	<u>32,350</u>
<u>4</u>	<u>49,200</u>	<u>50,680</u>	<u>52,200</u>	<u>53,750</u>	<u>55,350</u>
<u>6</u>	<u>102,755</u>	<u>105,600</u>	<u>108,770</u>	<u>112,050</u>	<u>115,390</u>
<u>8</u>	<u>147,610</u>	<u>152,000</u>	<u>156,600</u>	<u>161,275</u>	<u>166,140</u>

- (b) Commencing on **February 1, 2022**, and thereafter for and in accordance with the calendar years indicated in Table 16-11-3(b) below, the plant investment fee to be assessed upon connection to the City's sanitary sewer system shall be as follows:

Table 16-11-3(b): Plant Investment Fee (in U.S. Dollars)

Year	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	2026 and subsequent years
<u>Residential, Per Unit</u>					
Single-Family	<u>\$1,050</u>	<u>\$1,100</u>	<u>\$1,150</u>	<u>\$1,175</u>	<u>\$1,210</u>
Multi-Family	<u>\$800</u>	<u>\$820</u>	<u>\$850</u>	<u>\$880</u>	<u>\$910</u>
<u>Nonresidential Meter Line Size in Inches</u>					
$\frac{3}{4}$	<u>1,050</u>	<u>1,100</u>	<u>1,150</u>	<u>1,175</u>	<u>1,210</u>
1	<u>1,780</u>	<u>1,840</u>	<u>1,900</u>	<u>1,980</u>	<u>2,040</u>
1½	<u>3,540</u>	<u>3,660</u>	<u>3,800</u>	<u>3,870</u>	<u>4,000</u>
2	<u>5,975</u>	<u>6,140</u>	<u>6,330</u>	<u>6,500</u>	<u>6,700</u>
3	<u>12,475</u>	<u>12,850</u>	<u>13,240</u>	<u>13,630</u>	<u>14,050</u>
4	<u>21,400</u>	<u>22,020</u>	<u>22,700</u>	<u>23,350</u>	<u>24,050</u>
6	<u>44,525</u>	<u>45,800</u>	<u>47,230</u>	<u>48,650</u>	<u>50,110</u>
8	<u>64,090</u>	<u>66,000</u>	<u>68,000</u>	<u>70,025</u>	<u>72,150</u>

**COMMITMENT for Insurance of Advances
(Sections 207, 220, 221, 241(a) and 231)**

**OFFICE OF HOUSING
Multifamily Production**

**U.S. Department of Housing
and Urban Development**

WARNING: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

FHA Project No.:	101-35837
Project Name:	Pueblo Springs Apartments
Project Address:	SE Corner North Pueblo Blvd and West 31 st Street Pueblo, CO, 81008

Bellwether Enterprise Real Estate
Capital, LLC

("Lender")

Pueblo Springs Apartments LLC

("Borrower")

20555 N. Pima Road, Suite O-130

Scottsdale, AZ 85255

("Lender Address")

5671 N. Oracle Road, Suite 1102

Tucson, AZ 85704

("Borrower Address")

We understand that you, as Lender, have agreed to make a loan to Borrower (the "**Loan**") in an amount not exceeding the Maximum Loan Amount (defined below), evidenced by a note (the "**Note**") to be secured by a security instrument (the "**Security Instrument**") covering real property as shown on the legal description of the property attached hereto as **Exhibit A** ("**Project**").

HUD Office of Housing, Multifamily Production

Commitment for Insurance of Advances (Sections 207, 220, 221, 241(a) and 231) (HN 2018-03; as of April 6, 2018)

Page 1 of 19

Pueblo Springs Apartments, FHA# 101-35837

It is your intention to present the said Note and Security Instrument to the U.S. Department of Housing and Urban Development (“**HUD**”) for mortgage insurance under the section of the National Housing Act (the “**Act**”) identified further below and the Regulations thereunder now in effect (the “**Regulations**”).

HUD hereby agrees to insure said Note and Security Instrument under the provisions of the Act and Regulations upon the following conditions, all of which must be satisfied before this commitment letter (hereinafter referred to as the “**Commitment**”) is enforceable against HUD.

Lender and Borrower expressly acknowledge and agree that each numbered item contained in this Commitment, including those in **Exhibit B**, is an independent condition that must be satisfied before HUD is legally obligated to accept the Note and Security Instrument for mortgage insurance. The HUD action that signifies its acceptance of said Note and Security Instrument for mortgage insurance is the “**Initial Endorsement**” (initial Loan closing for insured advances) or “**Final Endorsement**” (final Loan closing for insured advances).

The conditions contained herein may include various references to the *Multifamily Accelerated Processing Guide* (the “**MAP Guide**”), the *Federal Housing Administration Multifamily Program Closing Guide* (the “**FHA Closing Guide**”), and HUD “**Program Obligations**” (as defined in the Security Instrument). All applicable provisions of the MAP Guide, FHA Closing Guide, and Program Obligations are hereby incorporated by reference and must be addressed to the satisfaction of HUD prior to Initial Endorsement and Final Endorsement.

The definition of each capitalized term used in this Commitment is indicated with quotation marks, and preceded or followed by data, information, narrative, or reference to another document.

FHA Project No.	101-35837	
“Section of the Act”	221(d)(4) NC	
“Firm Commitment Effective Date”	The date SIGNED BY Authorized Agent of HUD, as it appears at the end of this document.	
“Firm Commitment Term”	60	Days.
“Maximum Loan Amount”	\$40,750,600	
	Forty Million Seven Hundred Fifty Thousand Six Hundred Dollars	



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$673,046.55 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 24-006, ASPHALT IMPROVEMENTS - CITY COMPOUND AREAS, SETTING FORTH \$100,953.45 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Tony J Beltramo & Sons, Inc., for Project No. 24-006, Asphalt Improvements - City Compound Areas.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project consists of asphalt improvements to the following areas:

1. Alan Hamel (Santa Fe to Main Street)
2. B Street (Mechanic Street to HR Building)
3. D Street (Main Street to Oneida Street)
4. Mechanic Street (B Street to D Street)
5. Purchasing Department Parking Lot at 230 S. Mechanic St.

This Resolution awards the construction contract to Tony J Beltramo & Sons, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$774,000.00 (contract and contingencies) will be paid from Project CI2415 Street Rehabilitation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-006 Bid Summary

RESOLUTION NO. 15508

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$673,046.55 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 24-006, ASPHALT IMPROVEMENTS - CITY COMPOUND AREAS, SETTING FORTH \$100,953.45 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-006, Asphalt Improvements - City Compound Areas have been received and examined; and,

WHEREAS, the proposal of Tony J Beltramo & Sons, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-006, Asphalt Improvements - City Compound Areas to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-006, Asphalt Improvements - City Compound Areas, to be performed, and the contract for said project is hereby awarded to Tony J Beltramo & Sons, Inc., in the amount of \$673,046.55.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$100,953.45

SECTION 4.

Funds for Project No. 24-006, in the amount of \$774,000.00 (including contingencies and additional work) shall be from Project CI2415, Street Rehabilitation.

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.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 24-006 (CI2415)
Asphalt Improvements - City Compound Areas
RESPONSE DEADLINE: February 14, 2024 at 10:30 am
Report Generated: Wednesday, February 14, 2024

SELECTED VENDOR TOTALS

Vendor	Total	Base Bid – B Street, Mechanic Street, D Street	Base Bid – Alan Hamel
Tony J Beltramo & Sons, Inc.	\$673,046.55	\$467,447.95	\$205,598.60
Martin Marietta Materials, Inc.	\$866,201.35	\$522,091.05	\$344,110.30

EVALUATION TABULATION
 IFB No. 24-006 (CI2415)
 Asphalt Improvements - City Compound Areas

BASE BID - B STREET, MECHANIC STREET, D STREET

Base Bid - B Street, Mechanic Street, D Street					Martin Marietta Materials, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Asphalt Cold Mill Planing +/- 2 inches	15101	SY	\$2.50	\$37,752.50	\$3.05	\$46,058.05
X	2	Remove Asphalt	1145	SY	\$20.50	\$23,472.50	\$7.00	\$8,015.00
X	3	Install HMA SX PG 64-28 Overlay +/- 2 inches	1661	TON	\$132.00	\$219,252.00	\$112.50	\$186,862.50
X	4	Install HMA SX PG 64-28 3-inches	189	TON	\$157.00	\$29,673.00	\$148.60	\$28,085.40
X	5	Adjust Stormwater Manholes to Finished Grade	6	EA	\$1,195.00	\$7,170.00	\$1,300.00	\$7,800.00
X	6	Adjust Sanitary Manholes to Finished Grade	7	EA	\$1,195.00	\$8,365.00	\$1,300.00	\$9,100.00
X	7	Adjust Water Valves to Finished Grade	26	EA	\$325.00	\$8,450.00	\$300.00	\$7,800.00
X	8	Adjust Survey Boxes to Finished Grade	4	EA	\$325.00	\$1,300.00	\$300.00	\$1,200.00
X	9	Install Pavement Markings per City Plan (MMA 4-inch White)	1049	SF	\$2.45	\$2,570.05	\$3.00	\$3,147.00
X	10	Install Pavement Markings per City Plan (Inlaid Epoxy 8-inch White)	71	SF	\$4.90	\$347.90	\$3.00	\$213.00
X	11	Install Pavement Markings per City Plan (Inlaid Epoxy 4-inch Yellow)	831	SF	\$4.90	\$4,071.90	\$3.00	\$2,493.00
X	12	Install Thermoplastic Markings per City Plan (Arrows)	27	SF	\$18.45	\$498.15	\$20.00	\$540.00
X	13	Install Thermoplastic Markings per City Plan (Handicap Marking)	31	SF	\$18.45	\$571.95	\$20.00	\$620.00

EVALUATION TABULATION
 IFB No. 24-006 (CI2415)
 Asphalt Improvements - City Compound Areas

Base Bid - B Street, Mechanic Street, D Street					Martin Marietta Materials, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	14	Install Thermoplastic Markings per City Plan (Stop Bars)	208	SF	\$15.45	\$3,213.60	\$18.00	\$3,744.00
X	15	Install Class 6 Base Material (Place and Compact)	100	TON	\$155.00	\$15,500.00	\$21.00	\$2,100.00
X	16	Asphalt Patching (3-inches HMA on 8-inches ABC)	1477	SF	\$12.50	\$18,462.50	\$9.00	\$13,293.00
X	17	Vehicle Towing Allowance	1	EA	\$115.00	\$115.00	\$200.00	\$200.00
X	18	Erosion and Sediment Control	1	LS	\$12,050.00	\$12,050.00	\$2,200.00	\$2,200.00
X	19	Traffic Control	1	LS	\$97,590.00	\$97,590.00	\$47,537.00	\$47,537.00
X	20	Mobilization	1	LS	\$31,665.00	\$31,665.00	\$96,440.00	\$96,440.00
Total						\$522,091.05		\$467,447.95

EVALUATION TABULATION
 IFB No. 24-006 (CI2415)
 Asphalt Improvements - City Compound Areas

BASE BID - ALAN HAMEL

Base Bid - Alan Hamel					Martin Marietta Materials, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	21	Asphalt Cold Mill Planing +/- 2 inches	7700	SY	\$2.80	\$21,560.00	\$2.30	\$17,710.00
X	22	Install HMA PG SX 64-28 Asphalt Overlay	847	TON	\$147.00	\$124,509.00	\$102.50	\$86,817.50
X	23	Adjust Sanitary Manholes to Finished Grade	4	EA	\$1,195.00	\$4,780.00	\$1,300.00	\$5,200.00
X	24	Adjust Storm Manholes to Finished Grade	1	EA	\$1,195.00	\$1,195.00	\$1,300.00	\$1,300.00
X	25	Adjust Water Valves to Finished Grade	7	EA	\$325.00	\$2,275.00	\$300.00	\$2,100.00
X	26	Adjust Survey Boxes to Finished Grade	1	EA	\$325.00	\$325.00	\$300.00	\$300.00
X	27	Install Pavement Markings per City Plan (Inlaid Epoxy 4-inch White)	2499	SF	\$4.90	\$12,245.10	\$3.00	\$7,497.00
X	28	Install Pavement Markings per City Plan (Inlaid Epoxy 8-inch White)	204	SF	\$4.90	\$999.60	\$3.00	\$612.00
X	29	Install Pavement Markings per City Plan (Inlaid Epoxy 4-inch Yellow)	807	SF	\$4.90	\$3,954.30	\$3.00	\$2,421.00
X	30	Install Thermoplastic Markings per City Plan (Arrow)	40	SF	\$18.45	\$738.00	\$20.00	\$800.00
X	31	Install Thermoplastic Markings per City Plan (Bike Lane Symbol)	112	SF	\$18.45	\$2,066.40	\$20.00	\$2,240.00
X	32	Install Thermoplastic Markings per City Plan (Cross Walk)	180	SF	\$15.45	\$2,781.00	\$18.00	\$3,240.00

EVALUATION TABULATION
 IFB No. 24-006 (CI2415)
 Asphalt Improvements - City Compound Areas

Base Bid - Alan Hamel					Martin Marietta Materials, Inc.		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	33	Install Thermoplastic Markings per City Plan (Stop Bars)	62	SF	\$15.45	\$957.90	\$18.00	\$1,116.00
X	34	Remove/Replace Bridge Deck Waterproofing Membrane	634	SY	\$87.00	\$55,158.00	\$25.15	\$15,945.10
X	35	Remove and Replace Bridge Joints	120	LF	\$345.00	\$41,400.00	\$275.00	\$33,000.00
X	36	Vehicle Towing Allowance	1	EA	\$116.00	\$116.00	\$200.00	\$200.00
X	37	Erosion and Sediment Control	1	LS	\$11,905.00	\$11,905.00	\$1,100.00	\$1,100.00
X	38	Traffic Control	1	LS	\$57,145.00	\$57,145.00	\$24,000.00	\$24,000.00
Total						\$344,110.30		\$205,598.60

EVALUATION TABULATION
 IFB No. 24-006 (CI2415)
 Asphalt Improvements - City Compound Areas

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Martin Marietta Materials, Inc.	Tony J Beltramo & Sons, Inc.
BID GUARANTEE	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
ACKNOWLEDGEMENTS		
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass
Has/is this firm or any officer or partner of this firm:		
Convicted of a criminal offense	Pass	Pass
Convicted under state or federal statutes	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass
Failed to perform	Pass	Pass
Suspension or Debarment	Pass	Pass
Unqualified	Pass	Pass
Unlicensed	Pass	Pass
Delinquent	Pass	Pass
Confirmation	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$62,869.41 TO AA CONSTRUCTION CO., FOR PROJECT NO. 24-007, CONCRETE IMPROVEMENTS - VICTORIA STREET & B STREET, SETTING FORTH \$14,130.59 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to AA Construction Co., for Project No. 24-007, Concrete Improvements - Victoria Street & B Street.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND:

This project will consist of concrete improvements for ADA compliance to the corners at Victoria & B Streets. This Resolution awards the construction contract to AA Construction Co.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$77,000.00 (contract and contingencies) will be paid from Project CI2415 Street Rehabilitation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-007 Bid Summary

RESOLUTION NO. 15509

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT
IN THE AMOUNT OF \$62,869.41 TO AA CONSTRUCTION CO.,
FOR PROJECT NO. 24-007, CONCRETE IMPROVEMENTS -
VICTORIA STREET & B STREET, SETTING FORTH \$14,130.59
FOR CONTINGENCIES, AND AUTHORIZING THE
PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-007, Concrete Improvements - Victoria Street & B Street have been received and examined; and,

WHEREAS, the proposal of AA Construction Co., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-007, Concrete Improvements - Victoria Street & B Street to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-007, Concrete Improvements - Victoria Street & B Street, to be performed, and the contract for said project is hereby awarded to AA Construction Co., in the amount of \$62,869.41.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$14,130.59

SECTION 4.

Funds for Project No. 24-007, in the amount of \$77,000.00 (including contingencies and additional work) shall be from Project CI2415, Street Rehabilitation.

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.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION
IFB No. 24-007 (CI2415)
Concrete Improvements - Victoria Street & B Street
RESPONSE DEADLINE: February 14, 2024 at 11:00 am
Report Generated: Wednesday, February 14, 2024

SELECTED VENDOR TOTALS

Vendor	Total
AA Construction Co	\$62,869.41
CMS of Colorado Springs	\$66,091.41
Flat and Fancy	\$68,507.72
Wicked Outlaw Construction	\$71,206.00
A 5 Construction	\$71,434.00
Cedar Ridge Landscape, Inc	\$75,724.50
Finsterwald Landscaping and Irrigation	\$78,322.64
Lucky Dog Contracting	\$88,597.00
Baha Construction, Inc.	\$90,620.00
MONTANO CONCRETE CORP	\$120,919.00
JARCCO Construction LLC	\$124,466.00
WGM Land Design. LLC	\$220,102.68

EVALUATION TABULATION
IFB No. 24-007 (CI2415)
Concrete Improvements - Victoria Street & B Street

BASE BID (Table 1 of 3)

Base Bid					A 5 Construction		AA Construction Co		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		CMS of Colorado Springs	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb and Gutter	96	LF	\$10.00	\$960.00	\$11.27	\$1,081.92	\$10.00	\$960.00	\$10.00	\$960.00	\$11.50	\$1,104.00
X	2	Remove Asphalt Roadway	1922	SF	\$4.00	\$7,688.00	\$3.41	\$6,554.02	\$5.00	\$9,610.00	\$3.25	\$6,246.50	\$3.15	\$6,054.30
X	3	Remove Reinforced Concrete	892	SF	\$8.50	\$7,582.00	\$5.99	\$5,343.08	\$7.00	\$6,244.00	\$3.50	\$3,122.00	\$6.20	\$5,530.40
X	4	Remove Brick Pavers	478	SF	\$3.00	\$1,434.00	\$4.01	\$1,916.78	\$3.00	\$1,434.00	\$4.00	\$1,912.00	\$4.00	\$1,912.00
X	5	Construct Curb and Gutter	96	LF	\$38.00	\$3,648.00	\$37.42	\$3,592.32	\$40.00	\$3,840.00	\$40.00	\$3,840.00	\$29.10	\$2,793.60
X	6	Construct Curb Head	52	LS	\$25.00	\$1,300.00	\$14.88	\$773.76	\$25.00	\$1,300.00	\$21.00	\$1,092.00	\$18.50	\$962.00
X	7	Construct 4" Concrete	480	SF	\$10.00	\$4,800.00	\$9.03	\$4,334.40	\$11.00	\$5,280.00	\$10.00	\$4,800.00	\$10.32	\$4,953.60
X	8	Construct 7" Reinforced Concrete	1612	SF	\$12.00	\$19,344.00	\$12.42	\$20,021.04	\$17.00	\$27,404.00	\$18.00	\$29,016.00	\$14.25	\$22,971.00
X	9	Construct Asphalt Roadway Patch	1274	SF	\$8.00	\$10,192.00	\$10.37	\$13,211.38	\$12.00	\$15,288.00	\$9.00	\$11,466.00	\$8.30	\$10,574.20

EVALUATION TABULATION

IFB No. 24-007 (CI2415)

Concrete Improvements - Victoria Street & B Street

Base Bid					A 5 Construction		AA Construction Co		Baha Construction, Inc.		Cedar Ridge Landscape, Inc		CMS of Colorado Springs	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	Reset Brick Pavers	192	SF	\$8.00	\$1,536.00	\$6.82	\$1,309.44	\$5.00	\$960.00	\$10.00	\$1,920.00	\$6.00	\$1,152.00
X	11	Install 24" x 24" Tactile Band	18	EA	\$150.00	\$2,700.00	\$127.64	\$2,297.52	\$350.00	\$6,300.00	\$250.00	\$4,500.00	\$295.00	\$5,310.00
X	12	Adjust Manhole To Finish Grade	1	EA	\$750.00	\$750.00	\$401.25	\$401.25	\$1,200.00	\$1,200.00	\$350.00	\$350.00	\$274.31	\$274.31
X	13	Erosion and Sediment Control	1	LS	\$1,000.00	\$1,000.00	\$428.00	\$428.00	\$800.00	\$800.00	\$300.00	\$300.00	\$500.00	\$500.00
X	14	Mobilization	1	LS	\$2,500.00	\$2,500.00	\$802.50	\$802.50	\$7,000.00	\$7,000.00	\$3,400.00	\$3,400.00	\$1,000.00	\$1,000.00
X	15	Traffic Control	1	LS	\$6,000.00	\$6,000.00	\$802.00	\$802.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$1,000.00	\$1,000.00
Total						\$71,434.00		\$62,869.41		\$90,620.00		\$75,724.50		\$66,091.41

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Victoria Street & B Street

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EVALUATION TABULATION
IFB No. 24-007 (CI2415)
Concrete Improvements - Victoria Street & B Street

BASE BID (Table 2 of 3)

Base Bid					Finsterwald Landscaping and Irrigation		Flat and Fancy		JARCCO Construction LLC		Lucky Dog Contracting		MONTANO CONCRETE CORP	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb and Gutter	96	LF	\$11.92	\$1,144.32	\$12.00	\$1,152.00	\$19.00	\$1,824.00	\$10.00	\$960.00	\$32.00	\$3,072.00
X	2	Remove Asphalt Roadway	1922	SF	\$3.26	\$6,265.72	\$3.00	\$5,766.00	\$7.00	\$13,454.00	\$3.50	\$6,727.00	\$10.00	\$19,220.00
X	3	Remove Reinforced Concrete	892	SF	\$14.00	\$12,488.00	\$3.75	\$3,345.00	\$9.00	\$8,028.00	\$4.50	\$4,014.00	\$9.00	\$8,028.00
X	4	Remove Brick Pavers	478	SF	\$4.18	\$1,998.04	\$3.00	\$1,434.00	\$8.00	\$3,824.00	\$3.50	\$1,673.00	\$4.00	\$1,912.00
X	5	Construct Curb and Gutter	96	LF	\$42.44	\$4,074.24	\$36.00	\$3,456.00	\$50.00	\$4,800.00	\$42.00	\$4,032.00	\$42.00	\$4,032.00
X	6	Construct Curb Head	52	LS	\$18.53	\$963.56	\$18.86	\$980.72	\$45.00	\$2,340.00	\$18.00	\$936.00	\$42.00	\$2,184.00
X	7	Construct 4" Concrete	480	SF	\$10.34	\$4,963.20	\$6.00	\$2,880.00	\$11.00	\$5,280.00	\$10.50	\$5,040.00	\$10.00	\$4,800.00
X	8	Construct 7" Reinforced Concrete	1612	SF	\$14.00	\$22,568.00	\$13.00	\$20,956.00	\$14.00	\$22,568.00	\$17.50	\$28,210.00	\$19.50	\$31,434.00
X	9	Construct Asphalt Roadway Patch	1274	SF	\$5.46	\$6,956.04	\$9.00	\$11,466.00	\$14.00	\$17,836.00	\$12.50	\$15,925.00	\$17.50	\$22,295.00

EVALUATION TABULATION

IFB No. 24-007 (CI2415)

Concrete Improvements - Victoria Street & B Street

Selected	Line Item	Base Bid			Finsterwald Landscaping and Irrigation		Flat and Fancy		JARCCO Construction LLC		Lucky Dog Contracting		MONTANO CONCRETE CORP	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	Reset Brick Pavers	192	SF	\$7.81	\$1,499.52	\$6.00	\$1,152.00	\$11.00	\$2,112.00	\$15.00	\$2,880.00	\$8.00	\$1,536.00
X	11	Install 24" x 24" Tactile Band	18	EA	\$300.00	\$5,400.00	\$190.00	\$3,420.00	\$300.00	\$5,400.00	\$325.00	\$5,850.00	\$67.00	\$1,206.00
X	12	Adjust Manhole To Finish Grade	1	EA	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$350.00	\$350.00	\$200.00	\$200.00
X	13	Erosion and Sediment Control	1	LS	\$1.00	\$1.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
X	14	Mobilization	1	LS	\$1.00	\$1.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00
X	15	Traffic Control	1	LS	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00
Total						\$78,322.64		\$68,507.72		\$124,466.00		\$88,597.00		\$120,919.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Victoria Street & B Street

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EVALUATION TABULATION
IFB No. 24-007 (CI2415)
Concrete Improvements - Victoria Street & B Street

BASE BID (Table 3 of 3)

Base Bid					WGM Land Design. LLC		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb and Gutter	96	LF	\$18.43	\$1,769.28	\$2.50	\$240.00
X	2	Remove Asphalt Roadway	1922	SF	\$19.02	\$36,556.44	\$2.50	\$4,805.00
X	3	Remove Reinforced Concrete	892	SF	\$21.47	\$19,151.24	\$3.50	\$3,122.00
X	4	Remove Brick Pavers	478	SF	\$7.63	\$3,647.14	\$2.50	\$1,195.00
X	5	Construct Curb and Gutter	96	LF	\$27.34	\$2,624.64	\$17.00	\$1,632.00
X	6	Construct Curb Head	52	LS	\$22.05	\$1,146.60	\$12.00	\$624.00
X	7	Construct 4" Concrete	480	SF	\$18.00	\$8,640.00	\$7.00	\$3,360.00
X	8	Construct 7" Reinforced Concrete	1612	SF	\$64.14	\$103,393.68	\$9.50	\$15,314.00
X	9	Construct Asphalt Roadway Patch	1274	SF	\$26.78	\$34,117.72	\$12.00	\$15,288.00
X	10	Reset Brick Pavers	192	SF	\$10.00	\$1,920.00	\$5.50	\$1,056.00
X	11	Install 24" x 24" Tactile Band	18	EA	\$10.33	\$185.94	\$115.00	\$2,070.00
X	12	Adjust Manhole To Finish Grade	1	EA	\$500.00	\$500.00	\$500.00	\$500.00
X	13	Erosion and Sediment Control	1	LS	\$850.00	\$850.00	\$5,000.00	\$5,000.00
X	14	Mobilization	1	LS	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00
X	15	Traffic Control	1	LS	\$1,100.00	\$1,100.00	\$11,000.00	\$11,000.00
Total						\$220,102.68		\$71,206.00

EVALUATION TABULATION

IFB No. 24-007 (CI2415)

Concrete Improvements - Victoria Street & B Street

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	AA Construction Co	Baha Construction, Inc.	CMS of Colorado Springs	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	Flat and Fancy	JARCCO Construction LLC	Lucky Dog Contracting
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS									
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	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	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Victoria Street & B Street

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EVALUATION TABULATION

IFB No. 24-007 (CI2415)

Concrete Improvements - Victoria Street & B Street

Question Title	A 5 Construction	AA Construction Co	Baha Construction, Inc.	CMS of Colorado Springs	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	Flat and Fancy	JARCCO Construction LLC	Lucky Dog Contracting
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass	Fail	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	MONTANO CONCRETE CORP	WGM Land Design. LLC	Wicked Outlaw Construction
BID GUARANTEE	Pass	Fail	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Victoria Street & B Street

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EVALUATION TABULATION

IFB No. 24-007 (CI2415)

Concrete Improvements - Victoria Street & B Street

Question Title	MONTANO CONCRETE CORP	WGM Land Design. LLC	Wicked Outlaw Construction
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:			
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Victoria Street & B Street

Page 9



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, JANUARY 30, 2024 THROUGH JUNE 30, 2024, ESTABLISHING PROJECT #PS2404, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF \$5,600.00 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND

SUMMARY:

The Colorado Department of Law has informed the Pueblo Police Department that funds are available for a Peace Officer Standards and Training (POST) Grant. The term of this grant covers the period from January 30, 2024, through June 30, 2024. The amount awarded to the Pueblo Police Department totals \$5,600.00.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

BACKGROUND:

The Colorado Department of Law has informed the Pueblo Police Department that funds are available for a Peace Officer Standards and Training (POST) Grant. These funds will be used to provide leadership training. The term of this grant covers the period from January 30, 2024 through June 30, 2024.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

If the City Council does not approve this Resolution, the grant offer will not be accepted and the \$5,600.00 will not be given to the Police Department for training needs.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Pueblo PD Signed FY24 SDGA Agreement

RESOLUTION NO. 15510

A RESOLUTION APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, JANUARY 30, 2024 THROUGH JUNE 30, 2024, ESTABLISHING PROJECT #PS2404, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF \$5,600.00 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Award of the 2024 Colorado Department of Law, Peace Officer Standards and Training (POST) In-service Grant funding is hereby accepted and approved in the amount of \$5,600.00.

SECTION 2.

Project Number PS2404 is hereby established in the Public Safety Grants Fund.

SECTION 3.

The amount of \$5,600.00 is hereby authorized for transfer from the Projects-to-Be-Determined account in the Public Safety Grants fund to Project Number PS2404. Said funds shall only be expended and used for this Project.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective on the date of final passage.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

COLORADO DEPARTMENT OF LAW		IMPORTANT				Small Dollar Grant Award	
PEACE OFFICER STANDARDS AND TRAINING (POST)							
RALPH L. CARR COLORADO JUDICIAL CENTER							
1300 BROADWAY, 9TH FLOOR		The SDGA # and LINE # must appear on all invoices, packing slips, cartons and correspondence.				DEPARTMENT OF LAW	
DENVER, CO 80203				PEACE OFFICER STANDARDS AND TRAINING			
Grantee:	Pueblo Police Department			SDGA #:	POGG1 LAAA GT202400000000000020		
Contact:	Training Coordinator Jeff Furney			Start Date: 1/30/2024		End Date: 6/30/2024	
Contact's County:	Pueblo County						
Phone:	719-553-3234						
E-Mail:	jfurney@pueblo.us						
Ship To:				Invoice To:			
Name and Address:	Pueblo Police Department			Colorado Department of Law			
	200 S. Main St.			Peace Officer Standards and Training (POST)			
	Pueblo, CO 81003			1300 Broadway, 9th Floor			
				Denver, CO. 80203			
				post.grants@coag.gov			
Instructions to Grantee							
Any questions regarding this Small Dollar Grant Award should be directed to kimberly.hernandez@coag.gov or 720-508-6882		1. If for any reason Grantee's receipt of goods or services paid for by this grant will be delayed beyond the End Date of this grant, please notify the POST contact identified in these Instructions to Grantee. The State reserves the right to cancel this grant in instances where timely delivery to Grantee cannot be made.					
Special Instructions:							
1.	Order of precedence: 1) Small Dollar Grant Award Terms & Conditions; 2) Exhibit A Statement of Work (SOW)/Applicable Laws (Exhibit A).						
2.	Small Dollar Grant Award Terms and Conditions: https://www.colorado.gov/osc/purchase-order-terms-conditions						
3.	Description:						
•	This Small Dollar Grant Award is to provide funds to Grantee to assist with the payment of registration cost for two (2) peace officers at \$2,800 each to attend the DU Public Safety Leadership Development Program Training. See Exhibit A Statement of Work.						
•	Payment will be made upon satisfactory delivery of goods and/or completion of training or services and receipt of a correct grantee invoice and documentation of training attendance.						
•	Grantee invoices must be received no later than sixty (60) calendar days from the completion of goods and/or the completion of services and/or training. It is the responsibility of the Grantee to ensure that invoices are received at the "Invoice To" location above within the time frame specified. ALL INVOICES FOR PAYMENT MUST BE SUBMITTED NO LATER THAN CLOSE OF BUSINESS JUNE 30, 2024.						
•	THIS SMALL DOLLAR GRANT AWARD IS NOT EFFECTIVE UNTIL SIGNED BY THE CONTRACTS AND PROCUREMENT DIRECTOR. <u>UNDER NO CIRCUMSTANCES</u> SHALL THE GOODS AND/OR SERVICES BE ORDERED OR PERFORMED PRIOR TO THE SDGA EFFECTIVE DATE, NOR EXCEED THE DOCUMENT TOTAL WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DEPARTMENT OF LAW.						
		DOCUMENT TOTAL =		\$5,600.00			
		THIS SDGA IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS FOR THE STATE OF COLORADO					
		Name: Mitchell Tate					
		Title: Contracts and Procurement Director					
		Date: 1/30/2024					
		DocuSigned by:					
		State Purchasing Delegate Signature 					
		2E52165B36A2433					

EXHIBIT A

STATEMENT OF WORK

1. **Parties:** This Small Dollar Grant Award (hereinafter called “SDGA”) is entered into by **Pueblo Police Department** (hereinafter called “Grantee”), and the **STATE OF COLORADO acting by and through the Department of Law, on behalf of the office of Peace Officer Standards and Training (POST)** (hereinafter called “State, or DOL-POST”).
2. **General Description:**
- a) **Authority.** Authority to enter into this Small Dollar Grant Award exists in C.R.S.24-31-310 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 42-3-304 (24) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.
- b) **Purpose.** The purpose of this Small Dollar Grant Award is to engage the services of the grantee to assist the Department of Law, on behalf of the Peace Officer Standards and Training (POST) office, with its statutory responsibility of providing law enforcement training and safety courses to certified Colorado peace officers.
3. **Program Year/Effective Date.** The program year (starting and ending date) is July 1, 2023 thru June 30, 2024. All small dollar grant awards will begin on their effective date (signature date of the State Purchasing Delegate) and end on June 30, 2024. DOL-POST shall not be liable to reimburse the grantee for any performance, hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the **Effective Date** or after the **End Date** set forth in the main body of this Small Dollar Grant Award.
4. **Project Description and Budget.** The maximum amount payable under this Small Dollar Grant Award to the grantee by the State is **\$5,600** for the following approved project activities:

Project Activity	Approved Budget		
Training Scholarship – Public Safety Leadership Development Program	Quantity	Cost	Subtotal
	2	2,800	5,600
TOTAL			\$5,600

5. **Equipment.** Equipment is defined as non-expendable personal property with a useful life of more than one year. The grantee is required to document its procurement procedures and maintain this documentation in the grant records. Receipts or invoices with order and delivery dates are required for all equipment items. Grantees are allowed to follow the procurement requirements of the state or unit of local government as long as the requirements meet or exceed the state requirements listed below. Procurement procedures are required and must be maintained in the records of the grantee.

6. **Inventory Procedures.** If the grantee is purchasing equipment as a part of this Award the grantee must have an effective system of property management and controls to safeguard against loss, damage, or theft of equipment.

Adequate maintenance procedures must be developed to keep the property in good condition. The grantee is required to maintain a POST inventory form for equipment purchased, in whole or in part, with grant funds which contain the following information:

- Description of item
- Serial number and property inventory number
- Date of purchase and delivery
- Check or voucher number
- Cost documentation, invoices, receipts
- Equipment location
- Present use
- Condition
- Disposition information

7. **Reporting.** Equipment purchased with state grant funds must be reported on annually. The ONLY equipment/property that does not need to be reported to POST is ammunition and simunitions. A POST equipment reporting form must be submitted to post.grants@coag.gov for each equipment item by June 30th annually. This form provides the necessary disposition and retention information. Equipment records must be maintained for seven (7) years from the date the first annual report is submitted to DOL-POST. If any litigation, claim, or audit is started before the expiration of the seven (7) year period, the records shall be retained beyond the seven-year period, until all litigation, claims, or audit findings involving records have been resolved.
8. **Disposition of Equipment.** Disposition includes the sale (for trade-up purposes only) or trade-in of equipment as well as the disposal of equipment and the end of its useful life. Documenting the disposition of equipment must be reported on a POST Equipment Disposition Form accompanied with the Equipment Inventory Report Form which is due to POST by June 30th. If disposition of equipment occurs prior to year-end, the Equipment Disposition Form must be submitted at that time. Disposition of equipment requires DOL-POST approval prior to the disposition. A copy of the form(s) must be retained in the grantee's file after the final disposition of the property. At the end of the grant award period, ownership/title to all equipment may vest to the grantee agency if they will use the property for the purposes of the legislation under which the grant was made. POST will require the agency to track the equipment on the Equipment Inventory Report Form. Equipment must be available for inspection by POST personnel. If the grantee agency no longer has a need for the equipment, and the equipment is in working order, the ownership/title to the property will vest to the state. The state will seek to have the property used for training purposes prior to disposing of it.

9. **Procurement Procedures.** Purchases of equipment and services shall be in a manner providing maximum open and free competition. Procurement shall be made by one of the following methods:
- **Discretionary purchase procedures** are those relatively simple and informal procurement methods for securing services, and supplies, that does not exceed \$50,000 in the aggregate. If small purchase procedures are used for procurement under the grant, written quotes must be obtained and documented from at least three (3) qualified sources. These procedures are generally used for the acquisition of relatively small, standardized items such as computers.
 - **Small purchase procedures** (Documented Quote or other competitive process) is one method that can be used to procure goods or services that cost more than \$50,000 and less than \$250,000. A Documented Quote (DQ) or similar small dollar solicitation is publicized, negotiations are conducted with more than one of the sources submitting offers, and a fixed-price cost-reimbursable type contract is awarded, as appropriate. The following requirements apply to competitive negotiations:
 - DQ's must be publicized and identify all evaluation factors and their relative importance. Any response to publicized DQ's shall be honored to the maximum extent possible.
 - Proposals must be solicited from at least three (3) qualified sources.
 - Grantees must have a method for conducting technical evaluations of the proposals received and for selecting vendors.
 - Awards must be made to the responsible firm (individual) who proposal is most advantageous to the program, with price and other factors considered.
 - **Competitive sealed bids** (formal advertising) can also be used for procurement over \$250,000. Bids are publicly solicited and a firm, fixed-price contract (lump sum or unit price) is awarded to the responsible bidder, whose bid, conforming to all material terms and conditions of the invitation for bids, is the lowest price. Procurement by sealed bids under a grant will be accomplished through the use of state purchasing procedures or an equivalent local established procurement procedure, which is not less restrictive than the State process.
 - **Non-competitive negotiation** (sole-source justification) is procurement through the solicitation of a proposal from only one source or after solicitation of a number of sources when competition is determined inadequate. Prior approval by DOL-POST is required for all non-competitive procurement.
10. **Payments.** Payments shall be made in accordance with the provisions set forth in the Small Dollar Grant Award and applicable State Controller Fiscal Rules and DOL-POST disbursement procedures. Payments to Grantee are limited to the unpaid obligated balance of the Small Dollar Grant Award. **Grantee shall submit a request for reimbursement within sixty (60) calendar days from the delivery of goods and/or the completion of services and/or training and no later than June 30, 2024.** Payment requests must be submitted with cost documentation (receipts, invoices, canceled checks) and proof of attendance (if attending training). Lodging (hotel) receipts must be dated and itemized.

11. **Grant Record Retention.** All grant records must be retained for three (3) years after the end of the state fiscal year that includes the end date of the grant. For example, if the grant ended June 30, 2019 the state fiscal year would be July 1, 2018 to June 30, 2019. The files could be destroyed after June 30, 2022. Grant records include all financial records, supporting documents, statistical records, and all other records pertinent to the grant. Source documents include copies of the grant award, any required reports, accounting transactions, the general ledger, personnel and payroll records (if applicable to the award) and any related documents and records.
12. **Applicable Laws.** At all times during the performance of this Small Dollar Grant Award, Grantee shall comply with all applicable State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth in this Exhibit. Laws, regulations, and authoritative guidance incorporated into this Small Dollar Grant Award include, without limitation:
- Department of Law, Peace Officer Standards and Training Continuing Education Grant Guidelines, available on the POST website.
 - State of Colorado, State Controller Fiscal Rules, available on the Colorado.gov website.
 - C.R.S. §24-31-310 Resources for the Training of Peace Officers.
 - C.R.S. §24-31-303 (I) Duties, Powers of the POST Board.
 - C.R.S. §24-31-315 Annual In-Service Training Requirements.
13. **Compliance:** The Grantee agrees to be responsible for ensuring compliance with this Small Dollar Grant Award Terms and Conditions and ensure that any equipment or ammunition purchased as a part of this Award will be used for training purposes only.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE WAGNER EQUIPMENT CO. ANNEXATION DESCRIBED AS 4.51-ACRES, LOTS 4 AND 5, BICO INDUSTRIAL PARK SUBDIVISION FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

SUMMARY:

A Resolution tabling final action on the petition for the annexation area commonly known as the Wagner Equipment Co. Annexation for an additional period of not more than 180 days.

PREVIOUS COUNCIL ACTION:

On May 8th, 2023, City Council approved Resolutions 15232 which preliminarily determined that the petition for the annexation of the area commonly known as the Wagner Equipment Co. Annexation was valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1).

BACKGROUND:

On May 3, 2022, the petitioner, Wagner Equipment Co., submitted an annexation petition for the Wagner Equipment Co. Annexation totaling 4.51-acres located west of I-25, north of Dillon Drive and south of Drew Dix Parkway. The applicant is requesting to annex the property in order to receive municipal water and sanitary sewer service for the Wagner Equipment Co. enterprise. This Resolution will approve and extension of an additional period of not more than 180 days through May 2, 2024.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

If the extension is not approved, the applicant will be required to submit new petitions for annexation and restart the annexation process. The extension of the review period prior to final action on the petitions will allow the current process to continue.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Request for Extension of Resolution #15232

RESOLUTION NO. 15511

A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE WAGNER EQUIPMENT CO. ANNEXATION DESCRIBED AS 4.51-ACRES, LOTS 4 AND 5, BICO INDUSTRIAL PARK SUBDIVISION FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Final action on the Petition is hereby tabled for an additional period of not more than one hundred eighty (180) days to May 2, 2024.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: [Joe Gagliano](#)
To: [Beritt Odom](#)
Cc: [Scott Hobson](#); [Kevin D. Pomeroy](#); [Chris M. Sninchak](#); [James Nakai](#)
Subject: [External] Request for Extension of Resolution #15232
Date: Friday, February 2, 2024 11:07:16 AM

External email. Please use caution.

Beritt & Scott,

On behalf of Wagner Equipment Co., please accept this email as our request for an extension of Resolution No. 15232 regarding the annexation of property owned by Wagner Equipment Co. We will provide updated title work as soon as possible. If you have any questions please call or email.

Sincerely.
Joe Gagliano

--

Joseph V. Gagliano P.E.
Gagliano Engineering Inc.
719-547-7073



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO REFUND
SANITARY SEWER FEES OF \$699.20 TO SAUL MENDOZA COBOS

SUMMARY:

From April 2020 to January 2024, sanitary sewer fees were erroneously charged to Saul Mendoza Cobos, whose property is not connected to the city's sewer system.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Department recently received a written request from Saul Mendoza Cobos, the owner of the property located at 1704 E Beech St, seeking a refund of his sewer charges. The residence at 1704 E Beech St is not connected to the sewer system and should never have been charged sanitary sewer fees.

Pursuant to City Ordinance 16-6-25, refunds based upon sewer user charges appearing on billings issued more than ninety (90) days prior to receipt of a written request can only be authorized by City Council and are limited to a maximum period of two years. Mr. Mendoza Cobos is requesting the refund of wastewater fees in the amount of \$699.20 for the charges from February 2022 to January 2024.

FINANCIAL IMPLICATIONS:

The refund of \$699.20 will be credited to the customer's utilities account, 045205-034064.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action

The property at 1704 E Beech St will not receive compensation for erroneously charged sanitary sewer fees.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 02-26-24 1704 E BEECH ST SEWER CHARGES

RESOLUTION NO. 15512

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO
REFUND SANITARY SEWER FEES OF \$699.20 TO SAUL
MENDOZA COBOS

WHEREAS, the City's Wastewater Department has been notified that Saul Mendoza Cobos was erroneously charged sanitary sewer fees; and

WHEREAS, pursuant to Section 16-6-23 of the Pueblo Municipal Code, the Director of Wastewater has determined that grounds exist for a refund pursuant to Section 16-6-24 of the code; and

WHEREAS, a refund for the paid amount can only be authorized by Pueblo City Council;
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City shall refund Saul Mendoza Cobos the sum of \$699.20 for the erroneous collection of sewer fees charged for 1704 E Beech St during the period of February 2022 through January 2024.

SECTION 2.

Such refund shall be credited directly to the customer's utilities account (#045205-034064) in the amount of \$699.20.

SECTION 3.

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

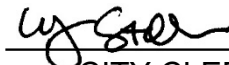
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

SAUL MENDOZA COBOS					
1704 E BEECH ST 045205-034064					
SEWER CHARGES					
Transaction Date	Transaction	Transaction Amount	Bill #	Batch ID	
1/17/2024	Cycle Bill Due: 2/6/2024	26.32	10470616	14309	
12/14/2023	Cycle Bill Due: 1/3/2024	28.54	10428618	14164	
11/15/2023	Cycle Bill Due: 12/5/2023	28.54	10385351	14025	
10/17/2023	Cycle Bill Due: 11/6/2023	28.54	10339357	13904	
9/21/2023	Cycle Bill Due: 10/11/2023	28.54	10296758	13776	
8/22/2023	Cycle Bill Due: 9/11/2023	28.54	10252214	13582	
7/21/2023	Cycle Bill Due: 8/10/2023	28.54	10210062	13390	
6/21/2023	Cycle Bill Due: 7/11/2023	28.54	10167786	13223	
5/19/2023	Cycle Bill Due: 6/8/2023	28.54	10124755	13034	
4/20/2023	Cycle Bill Due: 5/10/2023	28.54	10081036	12896	
3/22/2023	Cycle Bill Due: 4/11/2023	28.54	10039101	12720	
2/17/2023	Cycle Bill Due: 3/9/2023	31.52	9994482	12529	
1/23/2023	Cycle Bill Due: 2/12/2023	31.52	9947916	12404	
12/19/2022	Cycle Bill Due: 1/8/2023	30.01	9903676	12198	
11/17/2022	Cycle Bill Due: 12/7/2022	30.01	9859539	12033	
10/21/2022	Cycle Bill Due: 11/10/2022	30.01	9816109	11882	
9/21/2022	Cycle Bill Due: 10/11/2022	30.01	9774052	11636	
8/19/2022	Cycle Bill Due: 9/8/2022	30.01	9722577	11362	
7/21/2022	Cycle Bill Due: 8/10/2022	30.01	9680601	11123	
6/21/2022	Cycle Bill Due: 7/11/2022	30.01	9633836	10787	
5/19/2022	Cycle Bill Due: 6/8/2022	30.01	9589491	10525	
4/22/2022	Cycle Bill Due: 5/12/2022	30.01	9545658	10383	
3/21/2022	Cycle Bill Due: 4/10/2022	30.01	9501949	10257	
2/17/2022	Cycle Bill Due: 3/9/2022	24.34	9457979	9962	
	TOTAL	\$ 699.20			
Source: Board of Water Works					



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$9,985.61 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 900 W. NORTHERN AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 900 W. Northern Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine inspection of sewer mains, they discovered two holes and a joint offset in the sewer main near 900 W. Northern Avenue. These defects will further deteriorate the pipe, increase the chance of collapse and immediate backup. An emergency repair was performed to repair these defects, so a backup would not occur.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related

Total:	\$	7,180.61	72%
---------------	----	----------	-----

<u>Surface</u>	<u>Improvement</u>		
<u>Related</u>			
<i>Total:</i>	\$	2,805.00	28%
<i>Grand Total:</i>	\$	9,985.61	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2-26-24 900 W. Northern Ave Emergency Point Repair Attachment

RESOLUTION NO. 15513

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$9,985.61 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 900 W. NORTHERN AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Section 1-10-5 of the Colorado Pueblo Municipal Code; and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council ratifies and approves the contract for repair of the sanitary sewers at 900 W. Northern Ave with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$9,985.61

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, A Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

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

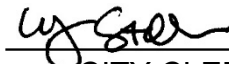
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					900 W Northern Ave Estimate		
Date: 6/28/2023					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF	30	\$ 4,290.00	\$ 10,560.00	\$ 3,450.00
		>100	LF		\$ -	\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF	35	\$ 2,450.00	\$ 2,275.00	\$ 2,625.00
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF	145	\$ 2,175.00	\$ 4,640.00	\$ 2,465.00
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF	15	\$ 825.00	\$ 900.00	\$ 675.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	10	\$ 1,650.00	\$ 2,850.00	\$ 1,670.00
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA			\$ -	\$ -	\$ -
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA		2	\$ 600.00	\$ 300.00	\$ 776.00
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 13,490.00	\$ 23,275.00	\$ 13,311.00
With Contingency					\$ 16,188.00	\$ 27,930.00	\$ 15,973.20

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : Change Order No. : ONE 2/6/2024 Page 1 of 1

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
900 W Northern Ave

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (21-100LF)	(\$3,450.00)	
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-100LF)	(\$975.00)	
3	REMOVE AND RE[PLACE 7" REINFORCED CONCRETE (>100SF)	(\$2,465.00)	
4	REMOVE AND RE[PLACE STANDARD CURB AND GUTTER(1-20LF)	(\$675.00)	
5	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)	(\$1,670.00)	
6	REINSTATE SERVOCES	(\$388.00)	
8	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)		\$1,875.00
9	REMOVE AND RE[PLACE 7" REINFORCED CONCRETE (21-100SF)		\$1,155.00
10	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)		\$2,338.00
11	TRAFFIC CONTROL		\$929.61
TOTAL (Decrease) / Increase		(\$9,623.00)	\$6,297.61

Net Adjustment This Change Order	\$	(3,325.39)
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	13,311.00
Total Adjusted Contract Amount To Date	\$	9,985.61

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date: _____
Wastewater Civil Engineer

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

Accepted by: _____ Date: _____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date: _____
Director of Wastewater



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
900 W Northern Ave





Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$14,405.91 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 28 DRAKE ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 28 Drake St.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine inspection of sewer mains, they discovered a large hole in the sewer main invert near 28 Drake St. This defect will further deteriorate the pipe, increase the chance of collapse and immediate backup. An emergency repair was performed to repair the hole, so a backup would not occur.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work. The cost breakdown for the project is as follows:

<u>Sanitary Sewer Replacement-related</u>		
<u>Total:</u>	\$ 12,455.91	86%
<u>Surface Improvement Related</u>		

Total: \$ 1,950.00 14%

Grand Total: \$ 14,405.91 100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2-26-24 28 Drake St Emergency Point Repair Attachment

RESOLUTION NO. 15514

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$14,405.91 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 28 DRAKE ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Pueblo Purchasing Policy Section 3.2.2 (6); and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 28 Drake St with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$14,405.91.

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, A Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract and the contract change order in the amount of \$2,372.91 are hereby ratified.

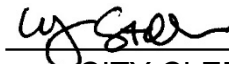
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					28 Drake St Estimate		
Date: 7/7/2023					K.R. Swerdfefer Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF	10	\$ 1,900.00	\$ 3,650.00	\$ 1,250.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF	20	\$ 1,900.00	\$ 1,360.00	\$ 1,900.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	15	\$ 2,475.00	\$ 4,275.00	\$ 2,505.00
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA		1	\$ 4,000.00	\$ 6,100.00	\$ 4,340.00
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA		1	\$ 300.00	\$ 150.00	\$ 388.00
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 12,075.00	\$ 17,285.00	\$ 12,033.00
With Contingency					\$ 14,490.00	\$ 20,742.00	\$ 14,439.60

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : Change Order No. : ONE 2/7/2024 Page 1 of 1

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
28 Drake St

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)		\$500.00
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (1-20LF)	(\$1,900.00)	
3	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)		\$1,336.00
7	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-100LF)		\$1,950.00
8	TRAFFIC CONTROL		\$486.91
TOTAL (Decrease) / Increase		(\$1,900.00)	\$4,272.91

Net Adjustment This Change Order	\$	2,372.91
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	12,033.00
Total Adjusted Contract Amount To Date	\$	14,405.91

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date: _____
Wastewater Civil Engineer

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

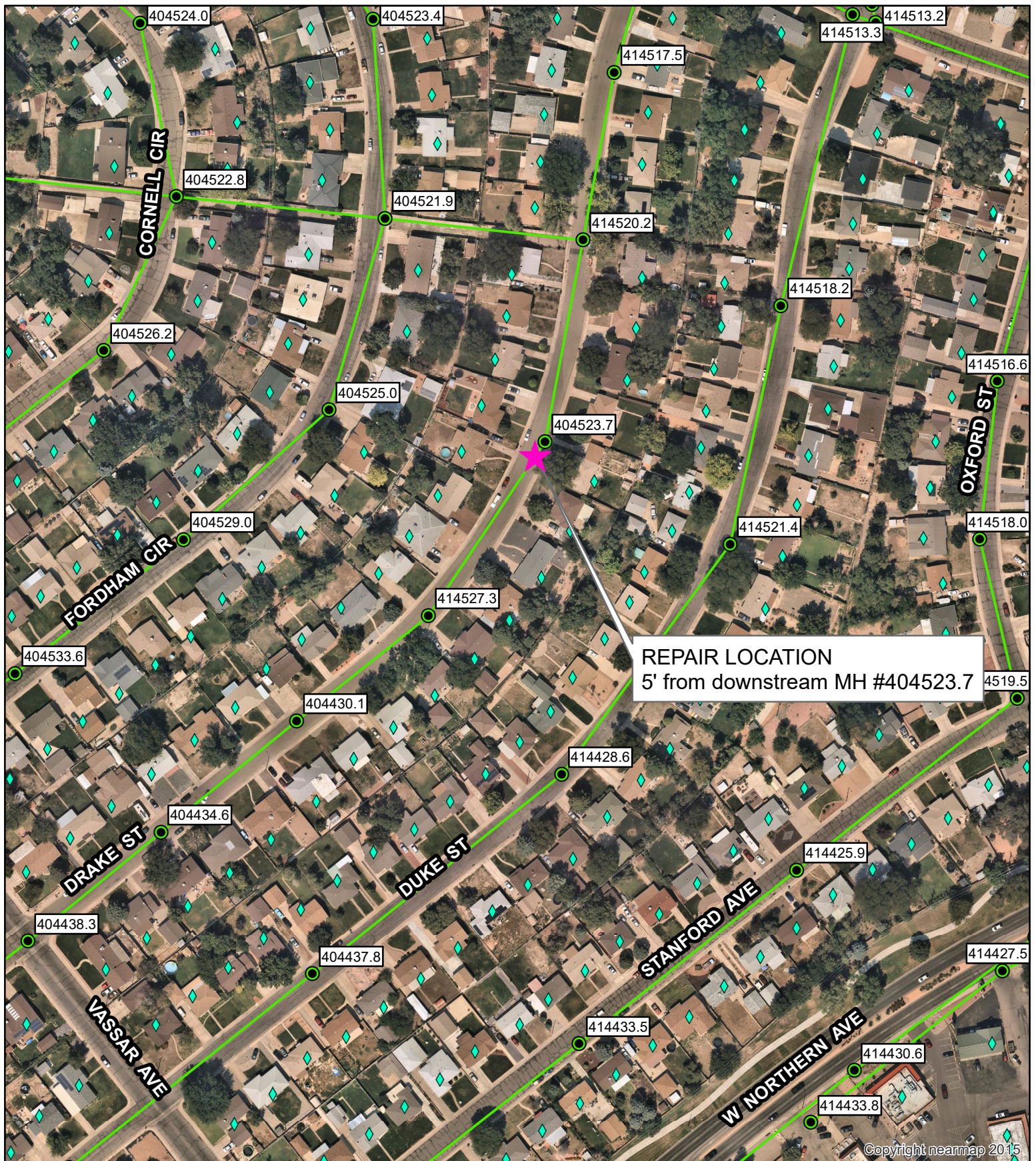
Accepted by: _____ Date: _____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date: _____
Director of Wastewater



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
28 Drake St





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$7,217.50 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1236 PINE ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 1236 Pine St.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater department collection crew was performing a routine inspection of sewer mains, a cleaning head got stuck in the sewer main near 1236 Pine St. An emergency repair was performed to retrieve the cleaning head, so a backup would not occur.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

<u>Sanitary</u>	<u>Sewer</u>		
<u>Replacement-related</u>			
<i>Total:</i>	\$	7,217.50	100%
<u>Surface</u>	<u>Improvement</u>		
<u>Related</u>			
<i>Total:</i>	\$	0.00	0%
<i>Grand Total:</i>	\$	7,217.50	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 02-26-24 1236 Pine St Emergency Point Repair Attachment

RESOLUTION NO. 15515

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$7,217.50 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1236 PINE ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Section 1-10-5 of the Colorado Pueblo Municipal Code; and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 1236 Pine St with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$7,217.50.

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

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

SECTION 4.

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

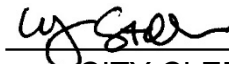
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					1236 Pine St Estimate		
Date: 11/15/2023					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF	15	\$ 2,850.00	\$ 5,475.00	\$ 1,875.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF	20	\$ 1,900.00	\$ 1,360.00	\$ 1,900.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	10	\$ 1,650.00	\$ 2,850.00	\$ 1,670.00
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR		4	\$ 1,300.00	\$ 1,000.00	\$ 1,992.00
21	Remove and Replace 48" Diameter Manhole	EA			\$ -	\$ -	\$ -
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA		1	\$ 300.00	\$ 150.00	\$ 388.00
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 9,500.00	\$ 12,585.00	\$ 9,475.00
With Contingency					\$ 11,400.00	\$ 15,102.00	\$ 11,370.00

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 2/2/2024 Page 1 of 1

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
1236 Pine St

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)	(\$1,875.00)	
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (1-20LF)	(\$1,900.00)	
3	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)	(\$584.50)	
4	REMOVE CAMERA / CLEANING HEAD / TAP CUTTER		\$2,490.00
5	REINSTATE SERVICES	(\$388.00)	
TOTAL (Decrease) / Increase		(\$4,747.50)	\$2,490.00

Net Adjustment This Change Order	\$	(2,257.50)
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	9,475.00
Total Adjusted Contract Amount To Date	\$	7,217.50

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date: _____
Wastewater Civil Engineer

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

Accepted by: _____ Date: _____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date: _____
Director of Wastewater



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
1236 Pine St





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$4,374.92 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT THE WASTEWATER TREATMENT PLANT DRYING BED DRAIN LINE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at the Wastewater Treatment Plant Drying Bed Drain Line.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On September 1st, 2023, the Wastewater Treatment Plant reported that they had backup issues in the drying bed drain line. A television crew was sent out to inspect the drain line, but they could not televise to the end of the pipe segment due to debris in the line. After the line was cleaned and televised again, they discovered a large joint offset and an obstruction in the last segment of the pipe and could not make through the entire line. An emergency repair was performed to fix the joint offset and remove the obstacle, so the line would drain properly and not cause any backups.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related

Total: \$ 4,374.92 100%

Surface Improvement Related

Total: \$ 0.00 0%

Grand Total: \$ 4,374.92 100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 02-26-24 Wastewater Treatment Plant Drying Bed Drain Line Emergency Point Repair Attachment

RESOLUTION NO. 15516

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$4,374.92 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT THE WASTEWATER TREATMENT PLANT DRYING BED DRAIN LINE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Section 1-10-5 of the Colorado Pueblo Municipal Code; and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at the Wastewater Treatment Plant Drying Bed Drain Line with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$4,374.92.

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund

SECTION 3.

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

SECTION 4.

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

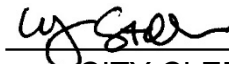
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					WWTP Drying Bed Drain		
Date: 9/8/2023					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF	40	\$ 5,720.00	\$ 14,080.00	\$ 4,600.00
		>100	LF		\$ -	\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY		\$ -	\$ -	\$ -
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA			\$ -	\$ -	\$ -
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA			\$ -	\$ -	\$ -
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 7,220.00	\$ 15,830.00	\$ 6,250.00
				With Contingency	\$ 8,664.00	\$ 18,996.00	\$ 7,500.00

CONTRACT CHANGE ORDER
 CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number :	Change Order No. : ONE	2/8/2024	Page 1 of 1
Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair Wastewater Treatment Plant Drying Bed Drain Line			

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
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1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (21-100LF)	(\$4,600.00)	
3	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)		\$1,750.00
4	T & M - HIGH PRESSURE GAS LINE		\$974.92

TOTAL	(Decrease) / Increase	(\$4,600.00)	\$2,724.92
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Net Adjustment This Change Order	\$	(1,875.08)
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	6,250.00
Total Adjusted Contract Amount To Date	\$	4,374.92

Reason For Change:	Actual Field Quantities.
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The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date: _____

Reviewed by: _____ Date: _____

Accepted by: _____ Date: _____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director

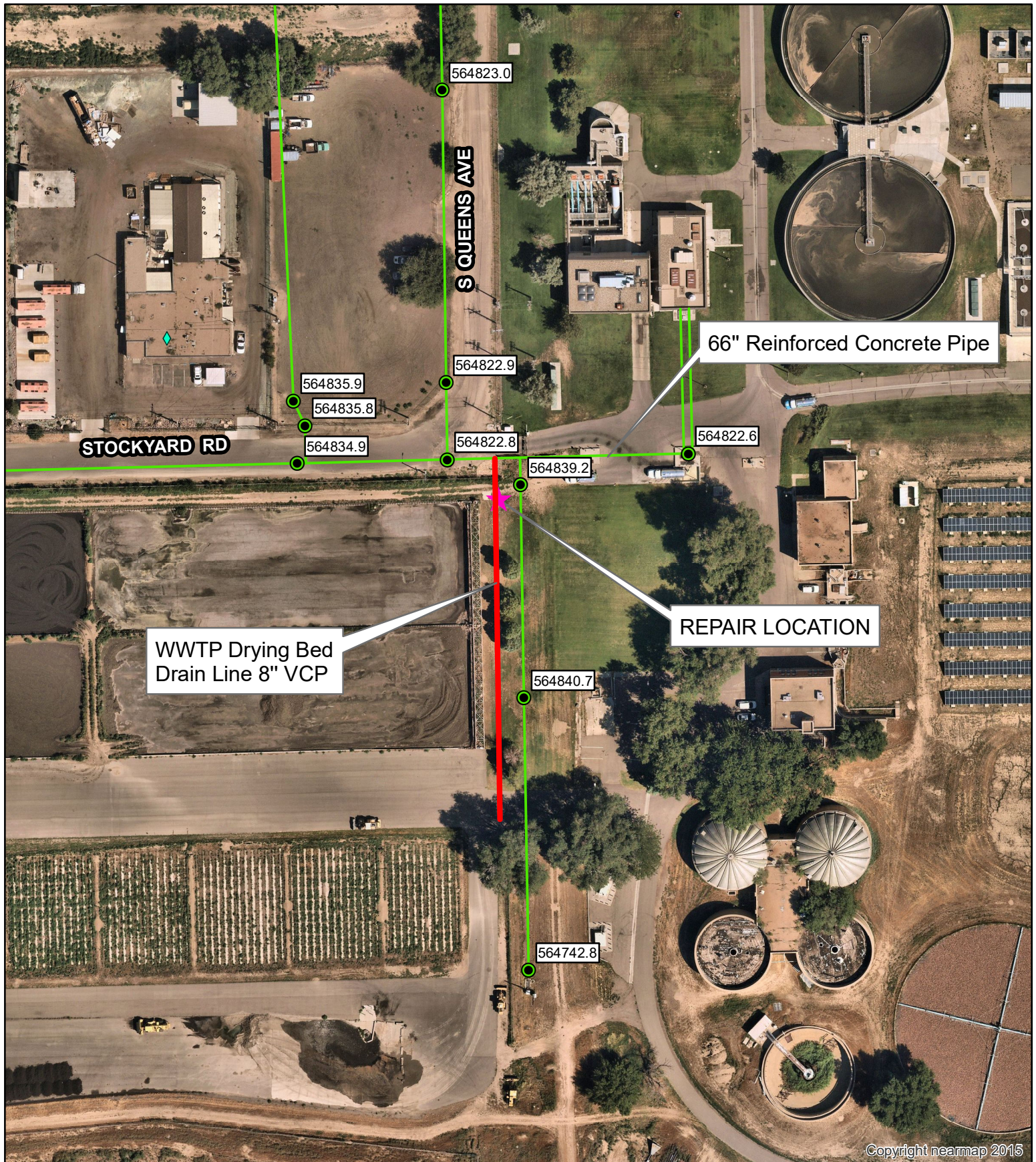
constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date: _____
Director of Wastewater

FORM CO100.1299



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
WWTP Drying Bed Drain Line





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$444,175.00 TO MILLER PIPELINE, LLC, AND SETTING FORTH \$88,835 FOR CONTINGENCIES, FOR PROJECT NO. 24-009 (WWAN05) 2024 MANHOLE AND INSPECTION PIPE REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

During routine maintenance on the sanitary mains by the collection crew, an evaluation of the manholes and inspection pipes is also performed to determine the severity of deterioration or need for replacement. The manholes are ranked using the National Association of Sewer Service Companies (NASSCO) evaluation criteria – the higher the ranking, the worse the deterioration. The inspection pipes on the project were chosen by having a history of having maintenance issues in accordance with television inspections. Manholes for the 24-009 (WWAN05) FY2024 Manhole and Inspection Pipe Rehabilitation Project had to meet the requirement of being the highest ranking on the manhole evaluation list. To protect the public interest, these manholes and inspection pipes require rehabilitation. Manholes and inspection pipes will be rehabilitated by removing and replacing existing structures with new precast concrete manholes

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

During routine inspection of the sanitary mains, an evaluation of the inspection pipes, manholes, manhole benches and troughs are performed to determine the severity of deterioration in the manhole and inspection pipe structures and to prioritize them accordingly. The manholes and inspection pipes chosen for the 24-009 (WWAN05) FY2024 Manhole and Inspection Pipe Rehabilitation Project had the highest ranking

and maintenance issues, respectively, for rehabilitation.

The existing manholes and inspection pipes will be rehabilitated by removing and replacing the existing structure with a new precast concrete manhole.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at \$444,175.00 with contingencies of \$88,835. Funds are available from the Sewer User Funds and have been budgeted and appropriated to Project No. 24-009 (WWAN05).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action

The Wastewater Department would take no action. The manholes and inspection pipes would continue to deteriorate until they eventually collapse warranting an emergency repair and possibly endangering the public.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 02-26-24 24-009 FY2024 Manhole and Inspection Pipe Rehab Project Attachment

RESOLUTION NO. 15517

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$444,175.00 TO MILLER PIPELINE, LLC, AND SETTING FORTH \$88,835 FOR CONTINGENCIES, FOR PROJECT NO. 24-009 (WWAN05) 2024 MANHOLE AND INSPECTION PIPE REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, only one bid for PROJECT NO. 24-009 (WWAN05), FY2024 Manhole and Inspection Pipe Rehabilitation Project has been received and examined; and

WHEREAS, the proposal of Miller Pipeline, LLC of Pueblo, Colorado was the lowest of those bids determined to be responsible, and the Committee of Awards recommends to the City Council that it authorize PROJECT NO. 24-009 (WWAN05) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes PROJECT NO. 24-009 (WWAN05), FY2024 Manhole and Inspection Pipe Rehabilitation Project, to be performed, and the contract for said project is hereby awarded to said bidder in the amount of \$444,175.00.

SECTION 2.

Funds for PROJECT NO. 24-009 (WWAN05) shall be from Sewer User Funds.

SECTION 3.

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

SECTION 4.

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.....\$88,835.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 24-009 (WWAN05)
2024 Manhole and Inspection Pipe Rehabilitation Project
RESPONSE DEADLINE: February 7, 2024 at 10:00 am
Report Generated: Wednesday, February 7, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Miller Pipeline, LLC	\$444,175.00
Russ Grading & Excavating LLC	\$475,665.00
Landmark EPC LLC	\$780,685.44
Mid City Corporation	\$822,732.00

EVALUATION TABULATION
IFB No. 24-009 (WWAN05)
2024 Manhole and Inspection Pipe Rehabilitation Project

BASE BID - 2024 MANHOLE AND INSPECTION PIPE REHABILITATION PROJECT

BASE BID - 2024 MANHOLE AND INSPECTION PIPE REHABILITATION PROJECT					Landmark EPC LLC		Mid City Corporation		Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	35	LF	\$780.98	\$27,334.30	\$745.00	\$26,075.00	\$140.00	\$4,900.00	\$214.00	\$7,490.00
X	2	Reinstate Service(s)	2	EA	\$687.50	\$1,375.00	\$2,992.00	\$5,984.00	\$650.00	\$1,300.00	\$1,000.00	\$2,000.00
X	3	Remove Inspection Pipe and Install Manhole	21	EA	\$16,073.10	\$337,535.10	\$23,681.00	\$497,301.00	\$12,675.00	\$266,175.00	\$9,500.00	\$199,500.00
X	4	Remove and Replace Manhole(s)	4	EA	\$22,739.76	\$90,959.04	\$17,466.00	\$69,864.00	\$12,800.00	\$51,200.00	\$10,925.00	\$43,700.00
X	5	Remove Manhole(s)	2	EA	\$49,530.50	\$99,061.00	\$5,269.00	\$10,538.00	\$600.00	\$1,200.00	\$3,500.00	\$7,000.00
X	6	Install Manhole(s)	1	EA	\$45,333.00	\$45,333.00	\$12,382.00	\$12,382.00	\$12,400.00	\$12,400.00	\$10,000.00	\$10,000.00
X	7	Asphalt Patch	400	LF	\$71.07	\$28,428.00	\$115.00	\$46,000.00	\$100.00	\$40,000.00	\$129.00	\$51,600.00
X	8	Install Flowfill	125	CY	\$85.28	\$10,660.00	\$233.00	\$29,125.00	\$200.00	\$25,000.00	\$215.00	\$26,875.00

EVALUATION TABULATION
IFB No. 24-009 (WWAN05)
2024 Manhole and Inspection Pipe Rehabilitation Project

BASE BID - 2024 MANHOLE AND INSPECTION PIPE REHABILITATION PROJECT					Landmark EPC LLC		Mid City Corporation		Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	Additional Manhole Depth Installed After Inspection Pipe Removal (1-10VF)	25	VF	\$0.00	\$0.00	\$659.00	\$16,475.00	\$360.00	\$9,000.00	\$500.00	\$12,500.00
X	10	Additional Manhole Depth Installed After Inspection Pipe Removal (>10VF)	25	VF	\$0.00	\$0.00	\$1,318.00	\$32,950.00	\$360.00	\$9,000.00	\$600.00	\$15,000.00
X	11	Traffic Control	1	LS	\$60,000.00	\$60,000.00	\$36,563.00	\$36,563.00	\$12,000.00	\$12,000.00	\$50,000.00	\$50,000.00
X	12	Mobilization	1	LS	\$80,000.00	\$80,000.00	\$39,475.00	\$39,475.00	\$12,000.00	\$12,000.00	\$50,000.00	\$50,000.00
Total						\$780,685.44		\$822,732.00		\$444,175.00		\$475,665.00

FY2024 24-009 MANHOLE AND INSPECTION PIPE REHABILITATION PROJECT
LOCATION MAP





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$17,559.31 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 58 GLENROYAL DR, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves the award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 58 Glenroyal Dr.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine inspection of sewer mains, they discovered a hole and a large joint offset in the sewer main near 58 Glenroyal Dr. These defects will further deteriorate the pipe, increase the chance of collapse and immediate backup. An emergency repair was performed to fix the hole and joint offset, so a backup would not occur.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related

Total: \$ 13,605.31 77%

Surface Improvement Related

Total: \$ 3,954.00 23%

Grand Total: \$ 17,559.31 100%

-

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2-26-24 58 Glenroyal Dr Emergency Point Repair Attachment

RESOLUTION NO. 15518

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$17,559.31 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 58 GLENROYAL DR, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Pueblo Purchasing Policy Section 3.2.2 (6); and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 58 Glenroyal Dr with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$17,559.31.

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, A Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of \$7,276.31 are hereby ratified.

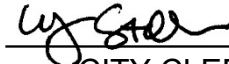
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					58 Glenroyal Dr Estimate		
Date: 7/19/2023					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF	15	\$ 2,850.00	\$ 5,475.00	\$ 1,875.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF	250	\$ 3,750.00	\$ 8,000.00	\$ 4,250.00
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF	10	\$ 550.00	\$ 600.00	\$ 450.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	10	\$ 1,650.00	\$ 2,850.00	\$ 1,670.00
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA			\$ -	\$ -	\$ -
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA		1	\$ 300.00	\$ 150.00	\$ 388.00
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 10,600.00	\$ 18,825.00	\$ 10,283.00
With Contingency					\$ 12,720.00	\$ 22,590.00	\$ 12,339.60

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 2/14/2024 Page 1 of 1

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
58 Glenroyal Dr

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)	(\$875.00)	
2	REMOVE AND REPLACE 7" REINFORCED CONCRETE (>100SF)	(\$476.00)	
3	REMOVE AND REPLACE STANDARD CURB AND GUTTER (1-20LF)	(\$270.00)	
4	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)		\$751.50
7	T & M HIGH PRESSURE GAS LINE		\$3,700.95
8	REMOVE CAMERA - MH#485658.9		\$3,984.00
9	TRAFFIC CONTROL		\$460.86
TOTAL (Decrease) / Increase		(\$1,621.00)	\$8,897.31

Net Adjustment This Change Order	\$	7,276.31
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	10,283.00
Total Adjusted Contract Amount To Date	\$	17,559.31

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date: _____
Wastewater Civil Engineer

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

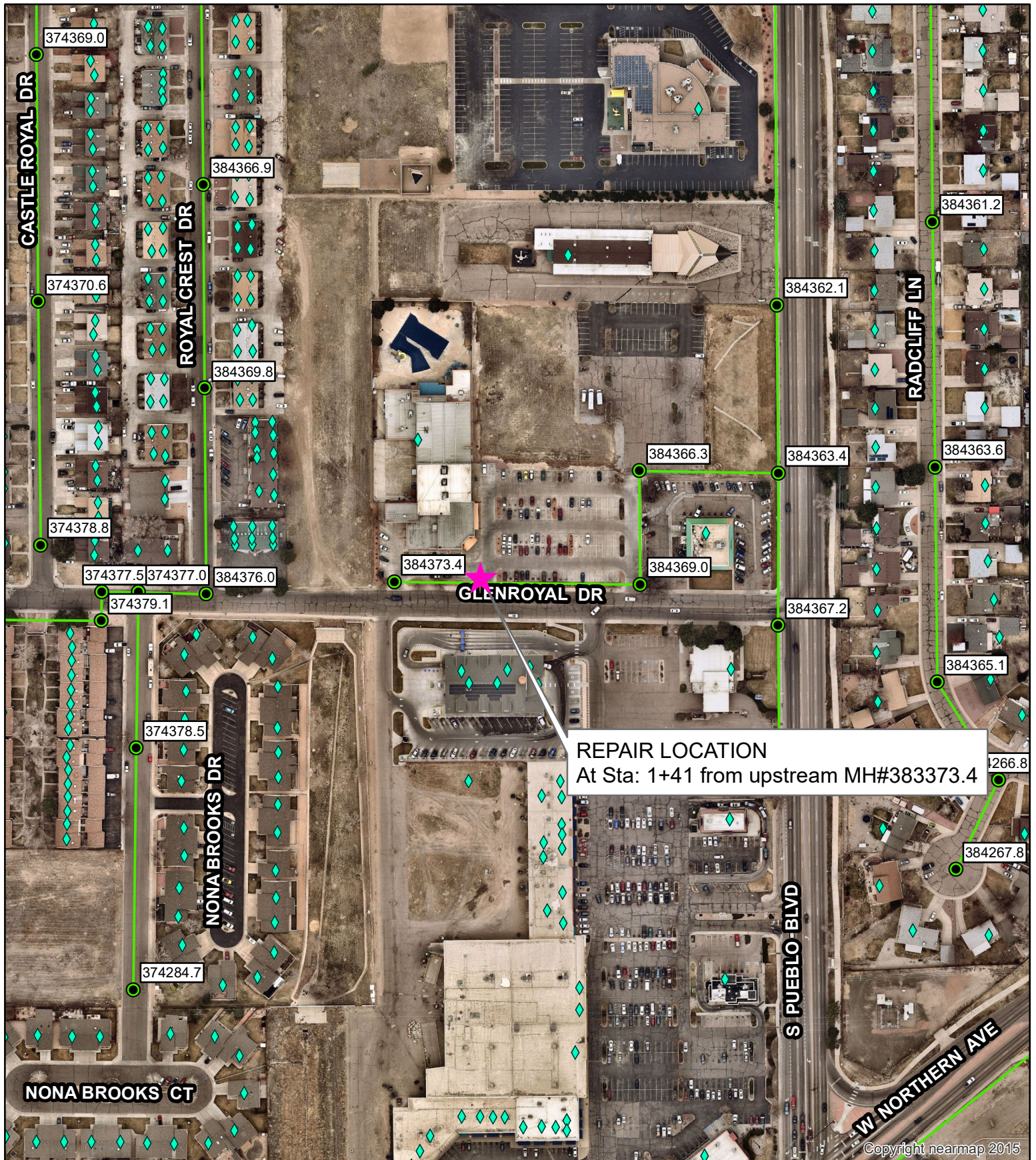
Accepted by: _____ Date: _____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date: _____
Director of Wastewater



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
58 Glenroyal Dr





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

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 \$142,250.00 TO OLSSON, INC., A REGISTERED NEBRASKA CORPORATION AUTHORIZED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 23-146 DESIGN FOR INTERSECTION OF PRAIRIE AND ST. CLAIR AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Consulting Services to Olsson, Inc., to render certain professional planning, design, engineering, and related services. Olsson Inc., was determined to be the most advantageous to the City of Pueblo and will be awarded a contract in the amount of \$142,250.00.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The project includes the evaluation and design of intersection upgrades for S. Prairie Avenue and St. Clair Avenue to help alleviate traffic congestion, improve the curb ramps at the intersection, and improve safety in the area. Four proposals were evaluated on their statement of qualifications, previous experience, project approach, project work schedule and fee schedule. After the interviews with the top two proposers, Olsson, Inc. was selected for award by the evaluation committee. The scope of services includes the preliminary design phase, final design phase, preparation of contract documents and bidding phase, and construction services phase.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$142,250.00 will be paid from CI2204 – Street Rehabilitation.

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. 23-146 Olsson Agmt Design for Intersection of Prairie and St Clair

RESOLUTION NO. 15519

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$142,250.00 TO OLSSON, INC., A REGISTERED NEBRASKA CORPORATION AUTHORIZED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 23-146 DESIGN FOR INTERSECTION OF PRAIRIE AND ST. CLAIR AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the proposal of Olsson, Inc., a registered Nebraska Corporation authorized to do business in Colorado, for Project No. 23-146 Design for Intersection of Prairie and St. Clair, has been received and examined; AND,

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-146 Design for Intersection of Prairie and St. Clair to be performed, and the Contract for said services is hereby awarded to Olsson, Inc., a registered Nebraska Corporation authorized to do business in Colorado, in the amount of \$142,250.00.

SECTION 2.

Funds for said Agreement shall be paid from Project No. CI2204 - Street Rehabilitation.

SECTION 3.

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

SECTION 4.

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

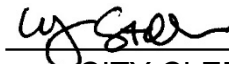
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
OLSSON, INC.**

23-146

DESIGN FOR INTERSECTION OF PRAIRIE AND ST. CLAIR

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND OLSSON, INC.

1. INTRODUCTION

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 Olsson, Inc., a registered Nebraska Corporation authorized to do business in Colorado (hereinafter referred to as "Consultant"), a professional engineering firm, for Consultant to render certain professional planning, design, engineering, and related services for City in connection with Bid 23-146 Design for Intersection of Prairie and St. Clair, 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] - Preparation of Contract Documents Phase and Bidding Phase (Detailed separate in Schedule 1)

[x] - Construction Services Phase

- A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.
- B. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning. Consultant shall also provide any 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. Preparation of Contract Documents Phase and Bidding Phase

If Consultant is to provide professional services with respect to the Project during the Preparation of Contract Documents Phase 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.
- F. Note: The Preparation of Contract Documents Phase and Bidding Phase outlined separate in Schedule 1.

2.5. Construction Services Phase

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

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

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

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

2.6. Additional Responsibilities

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

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

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

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.
- F. 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

1. 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 \$142,250.00 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 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

2. 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.
3. 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."
4. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
5. 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, specifications, technical data, 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 communication, notes, plans, 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. 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, Olsson, Inc., Attn: **Karen Aspelin, Project Manager**, 121 S. Tejon Street, Suite 1111, Colorado Springs, CO, 80903. 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 23-146 Design for Intersection of Prairie and St. Clair are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that 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.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, 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.

7.10. 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

- A. 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.
- B. 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. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. 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 Services" consisting of 4 pages.
- Schedule 2 - "Fee Schedule" consisting of 3 pages.
- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 7 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.

(Signature section on following page)

15. SIGNATURE SECTION

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

OLSSON, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Name/Title: _____

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
LAW DEPARTMENT

Carla Sikes, 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 November 21, 2023, Sections 3.3 – 3.4

3.3. Scope of Service

All drawings, designs, plans, specifications, etc. shall follow City format. Designs shall comply with the most current versions of the *Public Right-of-Way Accessibility Guidelines* (PROWAG), *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, traffic, etc.) as required to provide the complete design.
 - a. Survey shall generally include topographic surveys, plat and title research, mapping and CAD services, and survey control. Survey control may be required to be transformed to additional coordinate systems for the use and information of City of Pueblo.
3. Using industry standard program and practices, analyze intersection operations and evaluate intersection alternative improvements to provide the optimal geometric configuration to ensure satisfactory level of service to all users.
4. Review existing drainage basin planning studies, existing development reports, and drainage patterns and provide analysis and design for stormwater drainage networks. Supplemental drainage analysis shall be provided as needed. Stormwater design criteria, standards and details shall meet the requirements of the City of Pueblo Drainage Criteria Manual and City of Pueblo Standard Construction Specifications and Standard Details.
5. Provide a report of design alternatives, 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.
6. Prepare preliminary design plans (considered as 30% complete relative to final design) that adequately represent the design intent provided by the City of Pueblo.
7. 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.

8. 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.
9. 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.
10. Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, etc.).
11. Allow a minimum two (2) full weeks for City staff review.
12. 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
13. Coordinate a Field Inspection Review (FIR) meeting with the City staff to review the design plan comments.
14. Incorporate review and FIR comments into documents after the FIR Meeting.
15. 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. 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.
6. Allow a minimum two (2) full weeks for City staff review.

7. Coordinate a 90% Final Office Review (FOR) meeting with the City staff to review the design plan comments.
8. 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.

Schedule 2

Fee Schedule

Excerpt from Consultant Clarification dated February 5, 2024



Project Name: **City of Pueblo - Prairie/St. Clair Intersection Improvements**
Project Number: **Z23-07485**
Project Manager: **Karen Aspelin**

TASK	Estimated Hours									Total Labor Cost (\$)	Sub- Consultant (\$)	Reimb Expenses (\$)
	Project Manager	Senior Engineer	Asst. Project Engineer	Senior Technician	Land Surveyor	Survey Technician	Senior Technician	2 Person Crew	Admin			
<i>HOURLY RATES</i>	\$247.00	\$226.00	\$133.00	\$119.00	\$172.00	\$113.00	\$119.00	\$218.00	\$85.00			
1. PRELIMINARY DESIGN PHASE												
Task 1-1: Project Management/Meetings												
1 Project Set Up	2								1	\$ 579.00		\$ -
2 General Administration & Management of Project (9-month schedule)	9								4	\$ 2,563.00		\$ -
3 Monthly Invoices & Progress Reports (Assumes 9 month schedule)	5								5	\$ 1,660.00		\$ -
4 Once Monthly Coordination Meetings (Assumes 8, virtual)	8									\$ 1,976.00		\$ -
5 Kick-off Meeting and field meeting with City staff	6	6	6							\$ 3,636.00		\$ -
6 Personal vehicle mileage										\$ -		\$ 1,342
Task 1-1 Total	30	6	6	0	0	0	0	0	10	\$ 10,414.00	\$ -	\$ 1,342
Task 1-2: Agency and Major Stakeholder Coordination												
1 Agency/Stakeholder Coordination	8									\$ 1,976.00		\$ -
Task 1-2 Total	8	0	0	0	0	0	0	0	0	\$ 1,976.00	\$ -	\$ -
Task 1-3: Topographic and Right-of-Way Survey												
1 Coordination on Survey, ROW & SUE					1					\$ 172.00		\$ -
2 Survey & ROW Base Files					1					\$ 172.00		\$ -
3 Topographic Survey	1				20	6		20		\$ 8,725.00		\$ -
4 Right of Way Plans	1				33	6	50	15		\$ 15,821.00		\$ -
5 Traffic Control								3		\$ 654.00		\$ -
Task 1-3 Total	2	0	0	0	55	12	50	38	0	\$ 25,544.00	\$ -	\$ -
Task 1-4: Conceptual Design												
1 Review Survey Data		2								\$ 452.00		\$ -
2 Develop Conceptual Signal Improvements			4							\$ 532.00		\$ -
3 Develop Conceptual Curb Ramp Improvements			8							\$ 1,064.00		\$ -
4 QA/QC	2	2	4							\$ 1,478.00		\$ -
Task 1-4 Total	2	4	16	0	0	0	0	0	0	\$ 3,526.00	\$ -	\$ -
Task 1-5: Environmental Studies												
1 Desktop review of potential environmental issues	8			8						\$ 2,928.00		\$ -
2 Environmental memo	8			8						\$ 2,928.00		\$ -
Task 1-5 Total	16	0	0	16	0	0	0	0	0	\$ 5,856.00	\$ -	\$ -
Task 1-6: Public Engagement												
1 Outreach to immediately affected property owners	8	6								\$ 3,332.00		\$ -
2 One hybrid (both in-person and virtual) public meeting	16	6	8							\$ 6,372.00		\$ -
Task 1-6 Total	24	12	8	0	0	0	0	0	0	\$ 9,704.00	\$ -	\$ -
Task 1-7: Preliminary Design and Estimate – 30%												
1 Develop Horizontal Control Alignment		2	2							\$ 718.00		\$ -
2 Develop Design Plans (30%)												
<i>Title Sheet (1)</i>		1	2							\$ 492.00		\$ -
<i>City and CDOT Standard Plans List (2)</i>		1	2							\$ 492.00		\$ -
<i>General Notes Sheets (2)</i>	1	1	2							\$ 739.00		\$ -
<i>Horizontal Control (1)</i>		1	1							\$ 359.00		\$ -
<i>SAQ (1)</i>	2	2	6							\$ 1,744.00		\$ -
<i>Roadway Plans/Details</i>		4	8							\$ 1,968.00		\$ -
<i>Traffic Signal Plans</i>	8		8							\$ 3,040.00		\$ -
<i>Drainage Plans - estimate assumes storm drain will be avoided</i>		4								\$ 904.00		\$ -
<i>Signing and Striping Plans</i>	4		8							\$ 2,052.00		\$ -
<i>Pedestrian Facility Details (20 scale) - Curb Ramps</i>		16	16							\$ 5,744.00		\$ -
3 Develop Preliminary Construction Schedule	1	2								\$ 699.00		\$ -
4 Develop 30% Construction Cost Estimate	1	2	4							\$ 1,231.00		\$ -
5 QA/QC	3	3	2							\$ 1,685.00		\$ -
Task 1-7 Total	20	39	61	0	0	0	0	0	0	\$ 21,867.00	\$ -	\$ -
Subtotal Preliminary Design Phase										\$ 78,887.00		\$ 1,342.00

TASK	Estimated Hours									Total Labor Cost (\$)	Sub- Consultant (\$)	Reimb Expenses (\$)
	Project Manager	Senior Engineer	Asst. Project Engineer	Senior Technician	Land Surveyor	Survey Technician	Senior Technician	2 Person Crew	Admin			
HOURLY RATES	\$247.00	\$226.00	\$133.00	\$119.00	\$172.00	\$113.00	\$119.00	\$218.00	\$85.00			
2. FINAL DESIGN PHASE												
Task 2 – Final Design, Specifications and Estimate – 90%												
1 Develop Design Plans (90%)												
Title Sheet (1)			1							\$ 133.00		\$ -
City and CDOT Standard Plans List (2)			1							\$ 133.00		\$ -
General Notes Sheets (2)			1							\$ 133.00		\$ -
Horizontal Control (1)			2							\$ 266.00		\$ -
SAQ (1)		1	3							\$ 625.00		\$ -
Roadway Plans/Details		1	6							\$ 1,024.00		\$ -
Traffic Signal Plans	4		4							\$ 1,520.00		\$ -
Drainage Plans - estimate assumes storm drain will be avoided										\$ -		\$ -
Signing and Striping Plans	2		4							\$ 1,026.00		\$ -
Pedestrian Facility Details (20 scale) - Curb Ramps		1	4							\$ 758.00		\$ -
2 90% Quantities and Tabulations		2	4							\$ 984.00		\$ -
3 90% Specifications		8								\$ 1,808.00		\$ -
4 90% Cost Estimate		4	2							\$ 1,170.00		\$ -
5 QA/QC for 90% Submittal	2	2	2							\$ 1,212.00		\$ -
6 Preparation of 90% PS&E Package Submittal		2	4							\$ 984.00		\$ -
7 Compile 90% Comments into CRF & Respond		2	2							\$ 718.00		\$ -
8 Address 90% Comments		1	4							\$ 758.00		\$ -
9 QA/QC for 100% Submittal	2	2	2							\$ 1,212.00		\$ -
10 Preparation of 100% PS&E Package for Final Submittal												
Title Sheet (1)			0.5							\$ 66.50		\$ -
City and CDOT Standard Plans List (2)			0.5							\$ 66.50		\$ -
General Notes Sheets (2)			1							\$ 133.00		\$ -
Horizontal Control (1)			1							\$ 133.00		\$ -
SAQ (1)			1							\$ 133.00		\$ -
Roadway Plans/Details		1	2							\$ 492.00		\$ -
Traffic Signal Plans	1		2							\$ 513.00		\$ -
Drainage Plans - estimate assumes storm drain will be avoided										\$ -		\$ -
Signing and Striping Plans	1		2							\$ 513.00		\$ -
Pedestrian Facility Details (20 scale) - Curb Ramps		1	2							\$ 492.00		\$ -
11 Finalize Electronic Sealed Final PS&E and Files	1	1								\$ 473.00		\$ -
Task 2 Total	13	29	58	0	0	0	0	0	0	\$ 17,479.00	\$ -	\$ -
Subtotal Final Design Phase										\$ 17,479.00		
3. PREPARATION OF CONSTRUCTION DOCS												
Task 3: Construction Documents												
1 Coordinate and Evaluate Construction Schedule		2								\$ 452.00		\$ -
2 Respond to Requests for Information (RFIs)		2								\$ 452.00		\$ -
Task 3 Total	0	4	0	0	0	0	0	0	0	\$ 904.00	\$ -	\$ -
Subtotal Preparation of Construction Documents												
4. BIDDING												
Task 4: Bidding												
1 Attend Pre-Bid Meeting	2	2								\$ 946.00		\$ -
2 Respond to Questions from Pre-Bid Meeting	2	2								\$ 946.00		\$ -
Task 4 Total	4	4	0	0	0	0	0	0	0	\$ 1,892.00	\$ -	\$ -
Subtotal Bidding												

TASK	Estimated Hours									Total Labor Cost (\$)	Sub- Consultant (\$)	Reimb Expenses (\$)
	Project Manager	Senior Engineer	Asst. Project Engineer	Senior Technician	Land Surveyor	Survey Technician	Senior Technician	2 Person Crew	Admin			
HOURLY RATES	\$247.00	\$226.00	\$133.00	\$119.00	\$172.00	\$113.00	\$119.00	\$218.00	\$85.00			
5. CONSTRUCTION SERVICES												
Task 5: Construction Services												
1 Review Construction Submittals	6	8								\$ 3,290.00		\$ -
2 As-Builts	4	8	20							\$ 5,456.00		\$ -
Task 5 Total	10	16	20	0	0	0	0	0	0	\$ 8,746.00	\$ -	\$ -
Subtotal Construction Services												
PROJECT TOTAL HOURS	129	114	169	16	55	12	50	38	10	\$ 107,908.00	0	\$ 1,342.00
PROJECT TOTAL \$ 109,250.00												
BID ALTERNATES												
SUE/Utility Investigations												
1 SurvWest, LLC - Quality Level "B" SUE Investigation										\$ -	\$ 15,000	\$ -
2 SurvWest, LLC - Quality Level "B" Survey											\$ 5,000	
3 SurvWest, LLC - Traffic Control											\$ 5,000	
4 SurvWest, LLC - Quality Level "A" - 4 test holes											\$ 8,000	
SUE Investigations - SurvWest, LLC	0	0	0	0	0	0	0	0	0	\$ -	\$ 33,000.00	\$ -
ROW Acquisitions/Easements												
1 ROW Acquisition (Assumes TCE's for 7 properties) - TRS Corp.										\$ -	\$ 30,000	\$ -
ROW Acquisition (Assumes TCE's for 7 properties) - TRS Corp.	0	0	0	0	0	0	0	0	0	\$ -	\$ 30,000.00	\$ -

Note: Only Project Total and Bid Alternate for SUE/Utility Investigations awarded by this agreement (\$142,250.00). ROW Acquisitions/Easements may be added at a later time by written Amendment agreed upon by all parties.

Schedule 3

Work Schedule

Excerpt from Consultant Response to Request for Proposal dated December 12, 2023, Page 23

2.8 PROPOSED WORK SCHEDULE

A. Statement of Capacity

We have carefully selected our transportation and support team members so that we can start immediately on notice to proceed. With our current workload and availability,

our engineers, scientists, and field staff can mobilize quickly to meet the needs of this project. Our proposed schedule is below; it yields a construction completion date before the Colorado State Fair begins in August 2025.

B. Project Timeline

B. Project Timeline		2024												2025							
MONTHS DAYS		3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8		
A. PRELIMINARY DESIGN																					
Kickoff meeting	1	●																			
Survey	90	■	■	■																	
Traffic Analysis	30	■																			
Drainage Analysis	30			■																	
Design Alternatives Report	30			■																	
Conceptual Design Meeting	1				●																
Preliminary (30%) Design & Documentation	90			■	■	■															
30% Design Review Meeting	1					●															
Public Information Meeting	1						●														
SUE	120				■	■	■	■													
B. FINAL DESIGN																					
90% Design & Documentation	120					■	■	■	■												
90% Design Review Meeting	1								●												
C. PREPARATION OF CONSTRUCTION DOCUMENTS																					
Final plans, specs, estimate	90								■	■	■										
D. BIDDING																					
Bidding Services	30											■									
E. CONSTRUCTION SERVICES																					
Construction	240											■	■	■	■	■	■	■	■		

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant Response to Request for Proposal dated December 12, 2023, Pages 25 – 31

KAREN ASPELIN, PE, PTOE

Project Manager

EXPERIENCE SUMMARY

Karen's experience covers transportation design, traffic analysis, and all types of traffic studies. She specializes in traffic signal system, signing and striping, lighting plans, and pedestrian and bicyclist facilities. Karen has produced traffic impact studies, corridor studies, and other miscellaneous transportation studies including intersection safety and neighborhood traffic calming studies. Karen has worked on dozens of local agency projects, several involving CDOT oversight.



PROJECT EXPERIENCE

- City of Colorado Springs, US24 Safety and Operations Improvements; Colorado Springs, CO City of Colorado Springs, West Woodmen Road Design Concept; Colorado Springs, CO
- City of Colorado Springs, I-25 Ramps S Nevada Ave and Tejon St Corridor Improvements; Colorado Springs, CO
- City and County of Broomfield, 136th Avenue at Legacy High School Safety Improvements; Broomfield, CO*
- City of Colorado Springs, Bike Lane Pavement Markings Guidance; Colorado Springs, CO
- City of Colorado Springs, East Woodmen Road Striping Powers to Golden Sage; Colorado Springs, CO
- City of Colorado Springs, ConnectCOS Project Support; Colorado Springs, CO
- City of Colorado Springs, Circle Drive Bridges Reconstruction – Design; Colorado Springs, CO
- City of Colorado Springs, Kelly Johnson Striping Plans; Colorado Springs, CO
- City of Colorado Springs, Transportation Engineering On-Call; Colorado Springs, CO
- City of Colorado Springs, Cresta Widening Planning; Colorado Springs, CO
- City of Colorado Springs, Safe Streets for all Grant Assistance; Colorado Springs, CO
- City of Colorado Springs, ConnectCOS Plan; Colorado Springs, CO
- City of Colorado Springs, Advanced Traffic Signal Control Development and System Assessment; Colorado Springs, CO

EDUCATION

- M.S., Civil Engineering, Texas A&M University
- B.S., Civil Engineering, University of Virginia

PROFESSIONAL REGISTRATIONS

- Professional Engineer: CO, AZ, HI, ID, NM, TX
- Professional Traffic Operations Engineer

DOCUMENTATION OF LICENSING WITH STATE OF COLORADO

- CO PE Number: 46724
- U.S. PTOE Number: 155

CERTIFICATIONS/TRAINING

- Professional Traffic Operations Engineer

OLSSON EXPERIENCE

- 2021 to Present

OVERALL EXPERIENCE

- 1993 to Present



* Previous Experience

ELLIOT MARSH, PE

Lead Engineer

EXPERIENCE SUMMARY

Elliot is a Roadway and Transit Project Manager with experience in roadway and transit rail design. His expertise is in MicroStation, Bentley InRoads and OpenRoads, geometric layout, grading, plan preparation, estimates, and project documents. Elliot is experienced with Program Management and Traditional, Design-Build and CM/GC project delivery. He has performed several roadway design and project management for City of Colorado Springs, El Paso County and CDOT projects.

PROJECT EXPERIENCE

- CDOT Region 1, I-70 Twin Tunnels; Clear Creek County, CO*
- CDOT Region 2, I-25 Ilex Design-Build; Pueblo, CO*
- El Paso County, Highway 105 I-25 to SH 83; Monument/El Paso County, CO*
- El Paso County, Marksheffel Road (Link Rd to US24); El Paso County, CO*
- El Paso County, US24/Meridian & Falcon Park n Ride; Falcon/El Paso County, CO*
- City of Colorado Springs, West Woodmen Road Concept Design; Colorado Springs, CO



EDUCATION

- B.S., Civil Engineering, Saint Martin's University

PROFESSIONAL REGISTRATIONS

- Professional Engineer: CO

DOCUMENTATION OF LICENSING WITH STATE OF COLORADO

- CO PE Number: 47694

OLSSON EXPERIENCE

- 2022 to Present

OVERALL EXPERIENCE

- 2007 to Present



* Previous Experience

CHANCE UHRICH, PE

Drainage

EXPERIENCE SUMMARY

Chance has worked with and for water resources and water/wastewater teams on design and construction phase services for a multitude of projects. An overall view of the human water cycle is crucial to producing quality, practical designs for the real world, and Chance is well-grounded in this respect.

PROJECT EXPERIENCE

- City of Thornton, Sack Creek Drainage LOMR Review; Thornton, CO
- City of Thornton, Sack Creek Drainage Improvements; Thornton, CO
- Douglas County, Happy Canyon Drainage Improvements; Douglas County, CO
- Douglas County, Willow Creek Drainage Improvements; Douglas County, CO
- South Suburban Parks and Recreation, Altair Park Drainage Improvements; Douglas County, CO
- MHFD, Lafayette-Louisville Boundary Area Drainage Improvement; Louisville, CO
- MHFD, McIntyre Gulch at 9035 2nd Avenue; Lakewood, CO
- MHFD, Bailey Ponds Improvements; Lakewood, CO
- South Suburban Parks and Recreation, Altair Park Drainage Improvements; Douglas County, CO
- MHFD, Basin 4100 and DFA 0056 OSP; Thornton, CO
- MHFD, South and Middle Hyland Creek Drainage Improvements; Westminster, CO
- 1200 Lamar LLC, Omar Hussein 1200 Lamar St Floodplain Study; Lakewood,, CO
- SEMSWA, Big Dry Creek Reach 12 Stabilization; Centennial, CO
- MHFD, McIntyre Gulch at 9035 2nd Avenue; Lakewood, CO
- MHFD, Tanglewood Creek Upstream of Big Dry Creek Confluence; Thornton, CO
- Tower Metropolitan District, First Creek at Picadilly CLOMR Support; Aurora, CO



EDUCATION

- B.S., Civil Engineering, Colorado School of Mines

PROFESSIONAL REGISTRATIONS

- Professional Engineer: CO

DOCUMENTATION OF LICENSING WITH STATE OF COLORADO

- CO PE Number: 48947

CERTIFICATIONS/TRAINING

- Certified Floodplain Manager

OLSSON EXPERIENCE

- 2006 to Present

OVERALL EXPERIENCE

- 2006 to Present



** Previous Experience*

ANAHITA BEHRAD, ENV SP

Environmental Studies

EXPERIENCE SUMMARY

Anahita is a skilled professional in National Environmental Policy Act (NEPA) process and documentation and other environmental regulations with years of experience in managing, preparing, and reviewing Categorical Exclusions, Environmental Assessments, and Environmental Impact Statements; performing Section 4(f) evaluations; and managing and preparing technical reports for various natural and built environment resources.



PROJECT EXPERIENCE

- CDOT, Section 6(f) Whitepaper and GIS Mapping; CO*
- CDOT, I-70 Floyd Hill to Veterans Memorial Tunnels Environmental Assessment; CO*
- CDOT, US50 Corridor Tier 1 Environmental Impact Statement; CO*
- City of Colorado Springs, Garden of the Gods Intersection Improvements; Colorado Springs, CO
- Town of Castle Rock, Downtown Pedestrian Lighting; Castle Rock, CO
- City of Pueblo, Pueblo Station Area Plan; Pueblo, CO*
- City of Brighton, I-76 and Bridge Street Interchange Environmental Assessment; CO*
- City of Longmont, SH 66 Hover St. to US 287 Noise Analysis; Longmont, CO*
- NDOT, US-275/72nd St Omaha VK2143; Omaha, NE
- City of Flagstaff, Downtown Mile, Environmental Assessment; AZ*
- ADOT, I-10 Ruthraff Road TI Design Services; Tucson, AZ*
- ADOT, SR 101L Pima Freeway Widening (Princess/ Pima to Shea Blvd); Scottsdale, AZ*
- ADOT, I-10 Broadway Curve GEC; AZ*
- WSDOT, Interstate Bridge Replacement Project; WA*

EDUCATION

- B.S. Urban and Regional Planning, California State Polytechnic University of Pomona

CERTIFICATIONS/TRAINING

- Envision Sustainability Professional Certified

OLSSON EXPERIENCE

- 2023 to Present

OVERALL EXPERIENCE

- 2009 to Present



* Previous Experience

ELI DONALDSON, PLS

Senior Surveyor

EXPERIENCE SUMMARY

Eli is a senior surveyor with experience in multifaceted projects ranging from large highways to residential development to park improvements. He has also overseen large, multiphase geospatial projects with emphasis in aerial photogrammetry/lidar and mobile lidar mapping. His survey experience includes boundary, control, high water, and topographic surveys; easements and legal descriptions; construction staking and control point setting; and plat research.



PROJECT EXPERIENCE

- Good Living Investments LLC, West Highway 14 Survey; Bellvue, CO
- Town of Castle Rock, Pedestrian Lighting Improvements; Castle Rock, CO
- City of Boulder, Pearl Parkway Sidewalk, 48th Court to 49th Street; Boulder, CO
- Town of Windsor, SH 257 and SH 392 SE Corner Modifications; Windsor, CO
- CDOT, Yeh & Associates I-70 MP 259.2 Rooney Slide Monitoring; Golden, CO
- Colorado State University, Martin Martin Rigden Farm; Fort Collins, CO
- Town of Parker, Cimarron Middle School Detention Pond Improvements Project; Parker, CO
- Thompson Thrift Development, Inc., Lone Tree ALTA/NSPS Land Survey; Lone Tree, CO
- Alberta Development Partners LLC, Whole Foods 8081; Greenwood Village, CO
- Alberta Development Partners LLC, GVP Windler Mixed Use Development; Aurora, CO
- Kum & Go, Survey Services for New Sites; Commerce City and Denver, CO
- Love's Travel Stops & Country Stores, Survey Services for New Sites; Berthoud and Bennett, CO
- McWhinney, Centerra Metropolitan District Parcel 301; Loveland, CO
- City and County of Denver, Westwood Recreation Center Survey; Denver, CO
- City of Greeley, Avens Village Playground Improvements; Greeley, CO

EDUCATION

- B.S., Geomatics, University of Florida

PROFESSIONAL REGISTRATIONS

- Professional Land Surveyor: CO, FL

DOCUMENTATION OF LICENSING WITH STATE OF COLORADO

- CO PLS Number: 38755

OLSSON EXPERIENCE

- 2021 to Present

OVERALL EXPERIENCE

- 2006 to Present



** Previous Experience*

ZACH DEOBALD

Assistant Engineer

EXPERIENCE SUMMARY

Zach is an assistant engineer on our Colorado Springs Roadway team, serving as a designer on this project. He brings a wealth of knowledge in programs such as AutoCAD, Revit, Civil 3D, and ArcGIS. He plans to bring the knowledge he has gained in past work experience and his courses at Washington State to the Colorado Springs Roadway team.

PROJECT EXPERIENCE

- City of Colorado Springs, Wilson I-25 Ramp S Nevada Ave and Tejon Street Corridor Improvements; Colorado Springs, CO
- City of Colorado Springs, North Nevada Work Study; Colorado Springs, CO
- City of Colorado Springs, West Woodmen Road Interim Design Plans; Colorado Springs, CO
- Pikes Peak Area Council of Governments, Traffic Safety Study; Pikes Peak, CO
- MDOT, Route 60 Intersections; Granby, MO
- NEARNG, Camp Ashland Training Site (CATS) Wetland Delineation and Bat Mist Netting; CATS, NE
- USFWS, Pine Marten (Martes Martes) Live Capture and Processing Endangered Species and MBA Act Compliance; Alpine, El Dorado, and Placer Counties, CA*
- NDOT, On-call Environmental Services (NEPA) Contact NEPA Documentation, Wetland Delineation, Nationwide Permit 23, Alternatives Analysis, and Mitigation Site Identification and Design (2011 - 2013); Statewide NE
- NDOT, On-call Wetland Delineation/Mitigation and Permitting Services (2011 - Present); Statewide NE
- NDOT, On-call NEPA Studies Certification (2011 - Present); Statewide NE
- NDOT, T&E Species Surveys (2011 - Present); Statewide NE
- NDOT, Mitigation Plans to Replace Lost Wetlands and Forested Areas; Lancaster County, NE
- Merrick County, Wetland Delineation; Merrick County, NE
- Clay County, 2015 On-Call Engineering Services Environmental Compliance; Clay County, NE
- City of Filley, Tree Mitigation Plan; Filley, NE



EDUCATION

- B.S., Civil Engineering, Washington State University

OLSSON EXPERIENCE

- 2023 to present

OVERALL EXPERIENCE

- 2023 to present



* Previous Experience

ART WORTHMAN

Subsurface Utility Engineering (SUE)

EXPERIENCE SUMMARY

Art has more than 37 years of experience providing utility mapping services and subsurface utility engineering (SUE) projects. He performs under the recommended practices and procedures described in ASCE/UESI/CI 38-22 (Standard Guideline for Investigating and Documenting Existing Utilities), includes coordinating individual project components, monitoring the progress of overall and individual field assignments, communicating, and coordinating with field crew and managers, coordinating work tasks, and schedule with in-house personnel and subconsultants, monitoring project budgets and schedules, and overseeing overall quality assurance and quality control (QA/QC). His experience includes utility test holes, utility designating/marketing, mapping utilities, utility record research, and communication of utility data to concerned parties. His projects have included horizontal and vertical location of underground utilities, identification of underground utilities, Ground Penetrating Radar surveys, verification of underground utilities, and investigation of related structures through various means to include video pipe inspections for transportation projects. He is experienced in managing all Quality Levels of SUE, conflict determination and managing the relocation of utilities to mitigate utility damage and project risk.

PROJECT EXPERIENCE

- Ruxton Ave Corridor 24" and 30" Raw Water Line Replacement/ Rehabilitation Design Project, Manitou Springs, CO
- US 24 Climbing Lanes, Colorado Springs, CO
- E. 73RD Ave -Washington Street to York Street, Adams County, CO
- Maryland State Highway Administration (SHA) On-Call Subsurface Utility Designating, Locating and CAD Services, Statewide, MD
- I-270 and I-495 Spurs Utility Designating, Montgomery County, MD
- MD Route 40ALT, Streetscape and Stormwater Infrastructure Improvements Middletown, MD



EDUCATION

- Electronics Warfare, U.S. Navy

PROFESSIONAL ORGANIZATIONS

- Past President of National SUE Association
- ASCE MD, Utility Coordination Committee

SURVWEST EXPERIENCE

- 2022 to Present

OVERALL EXPERIENCE

- 1986 to Present



Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire - Requested 2/12/2024

Insurance Certificate(s) - Requested 2/12/2024



Colorado

Secretary of State

Jena Griswold



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Summary

Details			
Name	OLSSON, INC.		
Status	Good Standing	Formation date	10/31/2000
ID number	20001212010	Form	Foreign Corporation
Periodic report month	October	Jurisdiction	Nebraska
Principal office street address	601 P St Ste 200, Lincoln, NE 68508, US		
Principal office mailing address	601 P St Ste 200, Lincoln, NE 68508, US		

Registered Agent	
Name	Registered Agents Inc.
Street address	1942 Broadway Ste 314C, Boulder, CO 80302, US
Mailing address	1942 Broadway Ste 314C, Boulder, CO 80302, 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,

OLSSON, INC.

is an entity formed or registered under the law of Nebraska , 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 20001212010 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 02/08/2024 that have been posted, and by documents delivered to this office
electronically through 02/12/2024 @ 08:14:22 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 02/12/2024 @ 08:14:22 in accordance with applicable law.
This certificate is assigned Confirmation Number 15742477 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MICHAEL BOSCOE AND SHAUNDAWNA FERGUSON TO COMPLETE A FOUR-YEAR TERM EXPIRING JUNE 30, 2025 ON THE PUEBLO ENERGY ADVISORY COMMISSION.

SUMMARY:

This Resolution confirms the appointment by the Mayor of Michael Boscoe and Shaundawna Ferguson to complete a four-year term expiring June 30, 2025 on the Pueblo Energy Advisory Commission.

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 term expirations and resignations, there are up to three vacancies on this Commission.

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. 15520

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MICHAEL BOSCOE AND SHAUNDAWNA FERGUSON TO COMPLETE A FOUR-YEAR TERM EXPIRING JUNE 30, 2025 ON THE PUEBLO ENERGY ADVISORY COMMISSION.

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Michael Boscoe and Shaundawna Ferguson to the Pueblo Energy Advisory Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Michael Boscoe and Shaundawna Ferguson to the Pueblo Energy Advisory Commission to complete a four-year term expiring June 30, 2026, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

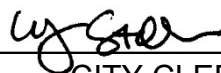
SECTION 3.

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

INTRODUCED: February 26, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2024

SUMMARY:

This Resolution will appoint a City Council representative to the Boards and Commissions where it is either required that a Council Member be a member or it has been the policy to have a Council Member serve on the Board or Commission.

These Boards and Commissions include the following:

- City/County Library District Board of Trustees Appointment Committee - 2 Council Members
- Committee on Disposition of Forfeited Property
- Community Commission on Housing & Homelessness
- Fountain Creek Watershed Flood Control Governing Board + 1 Alternate
- HARP Authority Board of Directors
- PACOG Budget Committee
- Planning and Zoning Commission
- Pueblo Economic Development Corporation Board of Directors - 2 Council Members
- Pueblo Regional Building Commission
- Pueblo Urban Renewal Authority + 1 Ex-Officio Member
- Pueblo Memorial Airport Advisory Committee
- Pueblo Depot Activity Development Authority Board of Directors
- Latino Chamber Foundation Board of Directors
- Pueblo Energy Advisory Commission

PREVIOUS COUNCIL ACTION:

These appointments are confirmed on an annual basis.

BACKGROUND:

Annual appointments are made assigning a City Council representative to serve on Boards and Commissions where it is either required by legislation that a Council Member be a member, or it has been the policy to have a Council Member serve on a particular Board or Commission. The new terms will expire January 31, 2025.

FINANCIAL IMPLICATIONS:

N/A

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15522

A RESOLUTION CONFIRMING THE APPOINTMENT OF
COUNCIL MEMBERS TO VARIOUS BOARDS AND
COMMISSIONS FOR THE YEAR 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Dennis Flores and Sarah Martinez to serve as the Council representatives on the ***City/County Library District Board of Trustees Appointment Committee*** for one-year terms expiring January 31, 2025.

SECTION 2.

Regina Maestri to serve as the Council Representative on the ***Committee on Disposition of Forfeited Property*** for a one-year term expiring January 31, 2025.

SECTION 3.

Sarah Martinez to serve as the Council Representative on the ***Community Commission on Housing & Homelessness*** for a one-year term expiring January 31, 2025.

SECTION 4.

Joe Latino to serve as the City Council Representative and Dennis Flores to serve as the Alternate City Council Representative to serve on the ***Fountain Creek Watershed Flood Control & Greenway District Governing Board*** for one-year terms expiring January 31, 2025.

SECTION 5.

Charles Hernandez to serve as the Council Representative on the ***HARP Authority Board of Directors*** for a one-year term expiring January 31, 2025.

SECTION 7.

Roger Gomez to serve as the Council Representative on the ***Planning and Zoning Commission*** for a one-year term expiring January 31, 2025.

SECTION 8.

Mark Aliff and Dennis Flores to serve as the Council Representatives on the ***Pueblo Economic Development Corporation Board of Directors*** for one-year terms expiring January 31, 2025.

SECTION 9.

Regina Maestri to serve as the Council Representative on the ***Pueblo Regional Building Commission*** for a one-year term expiring January 31, 2025.

SECTION 10.

Dennis Flores to serve as the Council Representative and Mark Aliff to serve as the Ex-Officio Member on the ***Pueblo Urban Renewal Authority*** for one-year terms expiring January 31, 2025.

SECTION 11.

Regina Maestri to serve as the Council Representative on the ***Pueblo Memorial Airport Advisory Committee*** for a one-year term expiring January 31, 2025.

SECTION 12.

Charles Hernandez to serve as the Council Representative on the ***Pueblo Energy Advisory Commission*** for a one-year term expiring January 31, 2025.

SECTION 13.

Joe Latino to serve as the Council Representative on the ***Pueblo Depot Activity Development Authority Board of Directors*** for a one-year term expiring January 31, 2025.

SECTION 14.

Roger Gomez to serve as the ex-officio on the ***Latino Chamber Foundation Board of Directors*** for a one-year term expiring January 31, 2025.

SECTION 15.

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

SECTION 16.

This Resolution shall become effective upon passage and approval.

INTRODUCED: February 26, 2024

BY: Mark Aliff
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT ED2401, THE FIRE SUPPRESSION 2ND FL SERVER ROOM, TRANSFERRING \$11,924 FROM 41300000-56901, PROJECTS TO BE DETERMINED TO ED2401, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$11,924, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates account Project ED2401 for the Pope Block Building Fire Suppression 2nd Floor Server Room, transfers funds in the amount of \$11,924.00 from 41300000-56901, Projects to be Determined to ED2401 Fire Suppression 2nd FI Server Room, and budgets and appropriates funds totaling \$11,924.00 for the Project.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

In anticipation of a project to correct fire life safety deficiencies at the Pope Block Building, a project needs to be established and funds need to be transferred to the account.

FINANCIAL IMPLICATIONS:

The funds in the amount of \$11,924.00 are being transferred from 41300000-56901, Projects to be Determined to ED2401, Fire Suppression 2nd FI Server Room.

Funds in the amount of \$11,924.00 shall be budgeted and appropriated.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT ED2401, THE FIRE SUPPRESSION 2ND FL SERVER ROOM, TRANSFERRING \$11,924 FROM 41300000-56901, PROJECTS TO BE DETERMINED TO ED2401, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$11,924, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

Project ED2401, Fire Suppression 2nd FI Server Room, is hereby established.

SECTION 2.

Funds in the amount of \$11,924.00 are hereby transferred from account 41300000-56901 into account Project ED2401, Fire Suppression 2nd FI Server Room, and budgeted and appropriated for said project.

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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

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

SUMMARY:

The Ordinance will approve an agreement with the Colorado State Fair Authority authorizing the City of Pueblo to use the State Fair facilities to host a City-Wide Cleanup event on Saturday, May 18, 2024. The Ordinance also authorizes the Mayor to execute the agreement on behalf of the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo plans to host its next City-Wide Cleanup event at the State Fairgrounds on Saturday, May 18, 2024. The Colorado State Fair Authority requires the City of Pueblo to enter into an agreement for the use of their facilities, a copy of which is attached hereto. This Ordinance will approve the agreement and authorize the Mayor to enter into the agreement on behalf of the City.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this agreement will prevent the City of Pueblo from using the State Fairgrounds facilities for the cleanup event.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CITY OF PUEBLO CLEAN UP (240518)

ORDINANCE NO.

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

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

SECTION 1.

The Agreement between the City of Pueblo, a Colorado Municipal Corporation and the State of Colorado, by and through the Colorado State Fair Authority, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement on behalf of the City of Pueblo, a Colorado Municipal Corporation.

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 the 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

USE PERMIT & RENTAL CONTRACT

This agreement made and entered into this _____ day of _____, 2024 and between the Colorado State Authority, hereinafter known as the AUTHORITY, and

ORGANIZATION / EVENT NAME: CITY OF PUEBLO / PUEBLO TEAM UP TO CLEAN UP

CONTACT: ANDREW HAYES, DIRECTOR OF PUBLIC WORKS

ADDRESS: 211 E. D STREET

CITY: PUEBLO STATE: CO ZIP: 81003

PHONE: 719-553-2267 (office) / 719-252-4874 (cell) EMAIL: ahayes@pueblo.us

hereinafter known as the USER or CONTRACTOR

WHEREAS, the AUTHORITY agrees to rent the USER, where is, as is, CARNIVAL LOT (known hereinafter as the PREMISES) located on the Colorado State Fairgrounds for the purpose of **COMMUNITY CLEAN UP** (The "Event").

The AUTHORITY grants User the use and occupancy of the Premises for the following RENTAL PERIOD:

Date(s) of Event: SATURDAY, MAY 18, 2024

Time of Event: 8:00 AM TO 3:00 PM

Authorized MOVE IN period: 8:00 AM to 7:00 PM on FRIDAY, MAY 17, 2024

Move-Out Period: BY 5:00 PM MONDAY, MAY 20, 2024

Authorized Occupancy: USER shall have access to the Premises on dates and times listed above only. Authorized occupancy on event day(s) only shall be 07:00 AM to 11:59 PM. The Rental Period shall not be extended for any purpose without the written permission of the AUTHORITY's General Manager. User agrees to pay for any additional period of time in excess of the Rental Period.

Now, therefore, in consideration of rental price as follows:

RENTAL FEE: WAIVED - INCLUDES RENTAL PERIOD ABOVE.

DAMAGE DEPOSIT: WAIVED

ADDITIONAL MOVE-IN/MOVE-OUT FEES: WAIVED

SET-UP/CLEAN-UP FEE: WAIVED - CUSTOMER TO PERFORM SET UP & CLEAN UP.

ADJUSTABLE CHARGES: USER is responsible for setup of tables and chairs unless noted above. Additional tables and chairs may be rented from the AUTHORITY should building capacity allow. Additional equipment fees are \$6.00 per table and \$1.00 per chair. Setup/clean up fees of no less than \$350 per occurrence will be charged if AUTHORITY is required to perform setup and/or cleanup.

SECURITY: USER is required to use State AUTHORITY Security at a rate of up to \$27.00 per guard per hour and up to \$35.50 per uniformed police officer per hour. Number of security guards and/or uniformed police will be determined by security director and AUTHORITY Management.

FOOD & BEVERAGE: Alcoholic Beverages may be **served** during your event; however, the SALE of alcoholic beverages is prohibited. There is no restriction on food service or catering during your event; however, the SALE of food or beverage is prohibited without approval from the AUTHORITY. THE SALE OF ANY FOOD OR BEVERAGE IS STRICTLY PROHIBITED FOR ALL PRIVATE EVENTS.

This signed contract is due back to the AUTHORITY in ten (10) days with first payment to hold building. The USER will notify AUTHORITY fourteen (14) days in advance of event set-up.

The USER agrees to make payments and final settlement as follows: \$0.00 due with signed contract. Remaining rental fees, and all estimated Adjustable Charges: Security, additional table and chair rental fees, set-up/clean up, additional move in/out fees, and any other anticipated charges are due no less than fourteen (14) days prior to event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

AUTHORITY will charge and USER agrees to pay one and one-half percent (1.5%) per month interest on any unpaid balance after settlement date

TERMS OF USE

The AUTHORITY and USER hereby agree, to wit (USER TO READ & INITIAL EACH TERM)

____1) PAYMENT: All base payments, estimated adjustable charges and refundable damage deposit payments are due fourteen days prior to above stated event. Percentage and additional adjustable charge payments, if applicable, are due and payable immediately following said event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

____2) AGREEMENT TERMINATION: the AUTHORITY reserves the right to terminate this agreement at any time, with cause upon giving written notice thereof.

____3) DATE RESERVATIONS AND CANCELLATIONS: the AUTHORITY will not guarantee availability of buildings/facilities nor hold date for those who have not submitted a non-refundable down payment. This non-refundable down payment shall be applied to payment due for rental of buildings/facilities if the event is held. Should USER cancel scheduled event at any time, a payment of \$0.00 shall be forfeited as an office charge.

____4) CURFEW: ALL events are to be concluded and buildings/facilities cleared per the Authorized Rental/Occupancy period above. OUTDOOR events are subject to curfew times established at the option and discretion of the AUTHORITY prior to each individual event. Security will be required for all events concluding after 9:00PM.

____5) PARKING: USER understands and agrees that parking on the fairgrounds is shared with other USERS and no exclusive rights are granted. The AUTHORITY reserves the right to restrict or designate parking and/or traffic patterns on the fairgrounds for the safety of patrons. The AUTHORITY reserves the right to charge for parking at their discretion. The AUTHORITY shall retain all parking revenue.

____6) SECURITY: USER agrees to pay for adequate security officers as directed by the AUTHORITY Manager and Security Director at above stated event.

____7) ALCOHOLIC BEVERAGES: Any use of alcoholic beverages on the Colorado State Fairgrounds is subject to the AUTHORITY approval and notification to State of Colorado, Department of Revenue, and Liquor Enforcement. The SALE of alcoholic beverages is prohibited without a valid liquor license and Food/Beverage contract with the AUTHORITY.

____8) RESTROOM FACILITIES: Restroom facilities and supplies will be made available to USER by the AUTHORITY. USER, if required, will furnish restroom attendants.

____9) INSTALLATIONS/DECORATIONS: USER is hereby granted permission to install at USER'S expense such items as displays, exhibits, decorations, etc, but will not be permitted to move or change any permanent fixtures attached to and a part of the building/facility, or to nail or tack any materials to the walls or ceilings of said buildings/facilities. USER further agrees to refrain from marring or defacing said building/facilities in any form whatsoever, and return premises in same condition as when received, ordinary wear and tear accepted. USER also agrees not to put tape on floors (painters tape or electrical tape may be used but must be removed after event). USE OF GLITTER, CONFETTI AND FOG MACHINES IS STRICTLY PROHIBITED; use of these items will result in forfeiture of damage deposit and/or additional fees.

____10) REMOVAL OF EXHIBITS: USER agrees to pay the AUTHORITY (at current storage rate) for any material or merchandise left in buildings or on the premises after Authorized Rental/Occupancy period the AUTHORITY shall not be responsible for loss or damage to any merchandise or materials left on premises after event. USER also agrees to remove all signs, banners, and any other promotional material or advertisements immediately upon completion of the event. Should the AUTHORITY have to remove any of the above stated materials, the damage deposit will be retained as a clean-up/storage fee.

____11) CLEANING: USER agrees to remove USER'S exhibits, displays, decorations, and all garbage, debris, etc., no later than 11:59 p.m. on the final day of the Rental Period. USER further agrees to return premises in same condition as when received, ordinary wear and tear accepted. All garbage must be removed from building and deposited in appropriate collection containers. The AUTHORITY agrees to remove all refuse and recycling from outside collection containers. Should USER fail to remove garbage, displays or decorations and fail to leave the building in an acceptably clean state, the damage deposit will be retained by the AUTHORITY as a clean-up fee and additional charges may apply.

____12) ELECTRICAL POWER: Building/Facilities are rented where is, as is, with normal amount of electrical power, equipment, appliances, etc. Abnormal usage of power shall be paid by USER. No cutting into electrical lines is permitted. USER agrees to request any special electrical requirements for said event not later than two (2) weeks in advance of said event. The AUTHORITY will be sole judge of determining the availability and/or overload of electrical services and shall exercise the right to control the same.

____13) LIABILITY: To the extent permitted by law, the USER hereby agrees to indemnify, save, defend and hold harmless the Colorado State Fair Authority, its officers, agents, servants and employees from any and all claims, causes of action, and suits accruing or resulting from damage, injury or loss to any person or persons or personal property, including all persons to whom the USER may be liable under any workmen's compensation laws, and the USER himself, and from any loss, damage, cause of action, claims, or suits for damage, including but not limited to loss of property, goods, wares, merchandise, or livestock, caused by, arising out of, or in any way connected with the exercise USER'S privileges herein.

____14) INSURANCE/GIA: 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. 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, of the GIA, as applicable now or hereafter amended.

____15) LESSOR LIABILITY EXPOSURE. Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.

16) 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 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. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. 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 shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

____17) COMPLIANCE WITH LAW. Contractor 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.

____18) CHOICE OF LAW. 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. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

____19) BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

USER/Contractor: <u>City of Pueblo, a Colorado municipal corporation</u> Legal Name of Contracting Entity _____ Signature of Authorized Officer* <u>Heather Graham, Mayor</u> Printed Name & Title of Authorized Officer _____ Date 84-6000615 _____ FEIN	State of Colorado: Colorado State Fair Authority 1001 Beulah Ave. Pueblo, CO 81004 719.561.8484 _____ Scott Stoller, General Manager _____ Date
--	--

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Lea Cassidy, Controller Delegate

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, Interim City Attorney

SUBJECT: AN ORDINANCE REPEALING SECTION 14-12-8(C) OF THE PUEBLO MUNICIPAL CODE RELATING TO THE RETAIL MARIJUANA EXCISE TAX RATE AND AMENDING SECTION 14-12-2(A) OF THE PUEBLO MUNICIPAL CODE TO MODIFY THE EXCISE TAX RATE TO FIVE PERCENT

SUMMARY:

The proposed Ordinance repeals Pueblo Municipal Code §14-12-8(c) which decreased the retail marijuana excise tax rate from 8% to 0% for a period of three years and amends Pueblo Municipal Code §14-12-2(a) to modify the retail marijuana excise tax rate to 5%.

PREVIOUS COUNCIL ACTION:

Voters approved Ordinance 8905 at the 2015 General Municipal Election which enacted Chapter 12 of Title XIV ("Retail Marijuana Excise Tax Ordinance"). The Ordinance allows City Council to set the excise tax as long as it does not exceed 15%. On December 26, 2023, City Council approved an Ordinance reducing the retail marijuana excise tax to 0% for a period of three years.

BACKGROUND:

On December 26, 2023, Council reduced the retail marijuana excise tax to 0% for a period of three years. The voters approved the excise tax with the expectation that it would be assessed at a rate up to 15%. The City has experienced a continual decrease in overall sales tax revenue to the city budget. Reducing this alternate source of tax revenue will result in a loss of over half a million dollars to the City over the three-year period.

In addition, Pueblo County assesses an excise tax of 5% on retail marijuana. Re-establishing a 5% excise tax on retail marijuana within the City of Pueblo will maintain a needed tax base while still keeping the City competitive with the County as a location of

marijuana grow operations.

FINANCIAL IMPLICATIONS:

Retail marijuana excise tax revenues were \$159,601 in 2022, \$147,985 in 2023 and budgeted for \$200,000 in 2024.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not approve the Ordinance in which case the retail marijuana excise tax rate shall remain at 0% for three years.

RECOMMENDATION:

Passage of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE REPEALING SECTION 14-12-8(C) OF THE PUEBLO MUNICIPAL CODE RELATING TO THE RETAIL MARIJUANA EXCISE TAX RATE AND AMENDING SECTION 14-12-2(A) OF THE PUEBLO MUNICIPAL CODE TO MODIFY THE EXCISE TAX RATE TO FIVE PERCENT

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

SECTION 1.

Section 8(c) of Chapter 12 of Title XIV of the Pueblo Municipal Code is repealed.

Sec. 14-12-8. Maximum rate for retail marijuana excise tax.

The maximum retail marijuana excise tax rate that may be imposed pursuant to this Chapter is fifteen percent (15%). At any time on or after January 1, 2016, the City may, by ordinance:

(a) Establish another retail marijuana excise tax rate to be imposed pursuant to this Chapter that is equal to or less than the maximum fifteen percent (15%) tax rate provided in this Chapter; or

(b) After establishing a retail marijuana excise tax rate that is lower than fifteen percent (15%), increase the tax rate to be imposed pursuant to this Section; except that, in no event shall the City increase the retail marijuana excise tax rate above fifteen percent (15%).

[(c) On and after January 1, 2024 and for a period of three years thereafter, the retail marijuana excise tax rate shall be decreased to zero percent (0%). Unless this subsection (c) is sooner repealed, rescinded or otherwise amended, the retail marijuana excise tax rate shall be increased to eight percent (8%) and imposed effective on and after January 1, 2027.]

SECTION 2.

Section 2 of Chapter 12 of Title XIV of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 14-12-2. Imposition and rate of tax; taxes collected held in trust.

(a) Excise Tax. In addition to any other tax imposed by law including the sales and use tax levied in Chapter 4 of this Title, there is levied and shall be paid and collected an excise tax of [eight] **five** percent (**5**%) or such other rate as may be established pursuant to Section 14-12-8 of this Chapter on the average market rate of unprocessed retail marijuana that is first sold or transferred from a retail marijuana cultivation facility located within the City. The excise tax shall be levied and owed irrespective of where delivery takes place.

(b) Each retail marijuana cultivation facility shall collect, remit and pay the excise tax on the first sale or transfer of unprocessed retail marijuana. All sums of money paid by a person as the additional excise tax on unprocessed retail marijuana imposed by this Chapter are public monies that are the property of the City. The retail marijuana cultivation facility shall hold such monies in trust for the sole use and benefit of the City until paying them to the Finance Director.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Carla Sikes, Interim City Attorney

SUBJECT: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2025, THROUGH DECEMBER 31, 2025

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement between the City of Pueblo and Pueblo Association of Government Employees ("Agreement") for the calendar year 2025.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10212 was passed on June 27, 2022, and approved and enacted the Agreement. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms.

Ordinance No. 10416 was passed on March 13, 2023, and approved the extension of the term of the collective bargaining agreement between the parties for a one-year period commencing January 1, 2024, through December 31, 2024.

BACKGROUND:

In 2022, the City of Pueblo and Pueblo Association of Government Employees negotiated a Collective Bargaining Agreement (the "Agreement"). The Agreement was reduced to writing, signed by the parties, and enacted by Ordinance. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms. Article 32, *Term of Agreement*, provides that the decision to extend the term of the Agreement for the first one-year term shall be made by the City Council on or before the 15th day of March 2023. The extended term for 2024 would be upon the

same terms and conditions, except that wages during the extended term shall be as provided or otherwise determined pursuant to Section 15.1 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

Wages are determined pursuant to Section 15.1 and would provide for an increase in an amount equal to the Regional Adjustment (.884) multiplied by the CPI-W Index 3.2% or 2.8%. For purposes of the foregoing calculation, the following terms have the following meanings as outlined in the Collective Bargaining Agreement for years 2023-2025 with respect to wages:

“Regional Adjustment” means the quotient obtained by dividing the 2024 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2024 average annual cost of living index for the Denver-Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

“CPI Index” means the percentage increase for the period from January 2023 to January 2024 according to the following CPI index published by the United States Department of Labor’s Bureau of Labor Statistics:

Population Coverage: CPI-W

Area Coverage: Denver-Aurora-Lakewood Colorado

Series Items: All Items

Base Period: 1982-1984=100

FINANCIAL IMPLICATIONS:

As determined pursuant to Section 15.1 of the Agreement, wages would be increased by 2.8% percent with a cost of approximately \$998,379.00 (including associated salary-related benefits and step increases). Health insurance will be determined in accordance with the Amendment. The amounts will be determined prior to the end of this calendar year subject to the following requirements:

Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City’s percentage share of premiums including the current maximum dollar amount the City must contribute toward any premium (“Contribution Cap”) shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

This wage increase is consistent with that negotiated and agreed to during collective

bargaining agreement negotiations with the Pueblo Association of Government Employees.

ALTERNATIVES:

If the City Council shall fail to extend the term of the Agreement, the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2025, THROUGH DECEMBER 31, 2025

WHEREAS, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of Pueblo Association of Government Employees negotiated a collective bargaining agreement commencing January 1, 2023 (the "Agreement"); and

WHEREAS, the Agreement was reduced to writing, signed by the parties, and enacted by Ordinance pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado; and

WHEREAS, the Agreement includes a provision that allows the City to extend the contract for two successive one-year terms; and

WHEREAS, Section 3-17 of the City Charter requires that every Council act fixing compensation shall be by Ordinance; and

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of the Pueblo Association of Government Employees collective bargaining agreement be authorized by separate Ordinance; NOW, THEREFORE,

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

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the Pueblo Association of Government Employees is hereby extended for an additional one-year term from January 1, 2025 through December 31, 2025 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Section 15.1 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

SECTION 2.

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING CHAPTER 8 OF TITLE VI AND CHAPTER 13 OF TITLE VI ALLOWING THE MAYOR TO TEMPORARILY MODIFY REQUIREMENTS RELATING TO THE FILLING OF PERSONNEL VACANCIES

SUMMARY:

The following Ordinance would allow the Mayor of the City of Pueblo, by Mayoral Order, to temporarily suspend the requirements of P.M.C. § 6-8-5 (e) requiring eligibility lists for vacant positions to remain frozen until an action is taken on such vacancy upon a finding a vacancy cannot be filled by strict adherence to such requirements.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Pueblo Police Department, like many law enforcement agencies around the state and country, is presently having difficulty hiring and retaining patrol officers. The Pueblo Police Department is approximately fifty (50) officers below its authorized strength. The City, in response, has initiated retention bonuses and increased the starting pay for patrol officers but has not seen the desired effect on the recruitment and retention of patrol officers.

Currently, the Police Department's ability to recruit lateral and non-obligated post-certified officers lags behind its peer agencies. One issue contributing to this lag is the City's requirement to freeze eligibility lists until final action is taken on a vacancy. This prohibits the City from recruiting unobligated candidates at Police Academies around the state and efficiently accepting lateral officer transfers.

To help ease this issue, the proposed ordinance would allow the Mayor of the City of Pueblo to temporarily suspend the requirement to freeze eligibility lists for vacant

positions until final action is taken for specific vacancies upon a finding such vacancy cannot be filled by strict adherence to such requirement.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this Ordinance, the City will be prohibited from certifying multiple eligibility lists for open vacancies upon a finding by the Mayor such vacancies cannot be filled with strict adherence to the code's requirement.

RECOMMENDATION:

Staff recommends passage of this Ordinance.

ATTACHMENTS:

1. Mayoral Order

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 8 OF TITLE VI AND CHAPTER 13 OF TITLE VI ALLOWING THE MAYOR TO TEMPORARILY MODIFY REQUIREMENTS RELATING TO THE FILLING OF PERSONNEL VACANCIES

WHEREAS, the City, as a Colorado home rule municipality, is authorized to exercise all powers of self-government, as outlined in Article 20, Section 6 of the Colorado Constitution. Included within these general powers of self-government are the powers necessary, requisite or proper for the government and administration of its local and municipal matters; and

WHEREAS, the City's ability to hire and retain qualified employees to serve the citizens of the City is of paramount importance to the successful operation of City government; and

WHEREAS, from time to time, due to market-based factors beyond the City's control, various City Departments or Divisions will struggle to hire qualified employees;

WHEREAS, the City must preserve the health, welfare, and safety of its citizens, City Council has determined it is necessary to provide the Mayor with such powers as will facilitate the City filling open vacancies during difficult market conditions: and

WHEREAS, to allow the City to take all available steps to meet such challenges as they arise, the City Council has determined it is in the best interest of the City to provide the Mayor with the flexibility to temporarily suspend certain requirements in Chapter 8 of Title VI of the Pueblo Municipal Code upon a finding an open vacancy cannot be filled with strict adherence to such requirements; NOW, THEREFORE,

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

SECTION 1.

Section 6-8-5 of the Pueblo Municipal Code is hereby amended by adding subsection (f) read as follows:

Sec. 6-8-5. Vacancies.

...

(f) Notwithstanding the foregoing, the Mayor, after a position has been posted for more than twelve (12) calendar months and upon a finding of specific market conditions preventing the vacancy of more than twenty percent (20%) of any budgeted and appropriated positions from being filled, may temporarily, waive, suspend, or modify subsection (e)'s requirements, for a period not to exceed such position returning to ninety percent (90%) of the budgeted and appropriated level. Such waiver, suspension, or modification shall be made by Mayoral Order articulating findings consistent with this subsection.

SECTION 2.

Section 6-13-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Rule 6. – Waiver or modification of application requirements.

- 1. The Mayor may temporarily waive, suspend or modify any application, examination or certification requirement set forth in these Rules upon the issuance of a Mayoral Order finding that a vacancy cannot be filled by strict adherence to such requirements.** No application, examination or certification requirement set forth in these Rules shall be waived, suspended or modified unless the

Mayor issues a written finding that a vacancy cannot be filled by strict adherence to such requirements.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective upon 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

Mayoral Order No. _____

Police Department Lateral and Post-Certified Civil Service Applicants

WHEREAS, the City of Pueblo, Colorado ("City") is a home rule municipality existing under the laws of the State of Colorado; and

WHEREAS, the City's ability to hire and retain qualified officers to protect and serve its citizens is my administration's highest priority; and

WHEREAS, the Pueblo Police Department, like many law enforcement agencies around the state, is presently having difficulty hiring and retaining patrol officers; and

WHEREAS, the Pueblo Police Department is approximately fifty (50) patrol officers, below its budgeted and appropriated level, representing more than twenty percent (20%) of the budgeted and appropriated level for the position; and

WHEREAS, the Pueblo Police Department has posted the approximately fifty (50) patrol officer vacancies for more than twelve months and been unable to fill such positions; and

WHEREAS, the prior administration initiated retention bonuses and increased the starting pay for patrol officers, but the City has not seen the desired effect on the recruitment and retention of patrol officers; and

WHEREAS, I support Chief of Police Steven Noeller in the belief that allowing lateral transfers from other departments and hiring candidates who have passed other police academies, or are currently enrolled in a POST approved law enforcement academy, will be beneficial in returning the Pueblo Police Department to its authorized strength; and

WHEREAS, I find that the typical hiring process for police patrol officers, as authorized under the Civil Service code, rules, and regulations of the City, due to the current national and statewide hiring environment, represents an unnecessary obstacle in the City's ability to return the Pueblo Police Department to its authorized strength; and

WHEREAS, under Rule 6 of the Civil Service Rules, I am authorized to waive, suspend, or modify the rules concerning application, examination or certification requirements when I find that vacancies cannot be filled by strict adherence to such requirements.

WHEREAS, under § 6-8-5 (f) of the Pueblo Code of Ordinances, I am authorized to temporarily waive, suspend, or modify the requirement an eligible list pertaining to an open vacancy remain frozen, and no new eligible list be established until action is taken on such vacancy.

WHEREAS, I therefore find Pueblo Police Department patrol officer vacancies cannot be filled without modification to the existing rules for post-certified lateral applicants and applicants currently enrolled in a POST approved law enforcement academy; and

NOW, THEREFORE, I, Heather Graham, Mayor of the City of Pueblo, by the powers vested in me by the Pueblo Municipal Charter and Pueblo Code of Ordinances, do hereby order as follows:

SECTION 1. 6-8-5(E) AND RULE 28

Until the Pueblo Police Department has reached ninety percent (90%) of the staffing level budgeted and appropriated for the Police Patrol Officer classification, (1) the requirement under § 6-8-5(e) of the Pueblo Code of Ordinances is hereby temporarily suspended and (2) as authorized under Civil Service Rule 6, Civil Service Rule 28 is hereby temporarily modified to allow for the placement of post-certified lateral applicants and applicants currently enrolled in a POST approved law enforcement academy into a separate eligible list.

SECTION 1. POST CERTIFIED APPLICANTS

Additionally, any post-certified individual who applies to be a Police Patrol Officer, pursuant to applicable selection criteria, may enter the academy and become an employee of the City after successfully passing an examination in the form of a T&E and being placed on an eligible list. As authorized under Civil Service Rule 6, the following requirements are hereby suspended:

- a. The requirement under Rule 18(g) that all separate examinations be conducted and concluded within a forty-eight-hour period; and
- b. The requirement under Rule 22 that each candidate be given written notice of results immediately after completion of grading and scoring of an examination. All candidates shall be given the required written notice within 48 hours after the application deadline.

SECTION 2. POLICE ACADEMY STUDENT APPLICANTS

Additionally, any registered student in a POST approved law enforcement academy conducted by an institution of higher education who applies to be a Police Patrol Officer, pursuant to applicable selection criteria, may enter the academy and become an employee of the City after successfully passing an examination in the form of a T&E and being placed on an eligible list. As authorized under Civil Service Rule 6, the following requirements are hereby suspended:

- a. The requirement under Rule 18(g) that all separate examinations be conducted and concluded within a forty-eight-hour period; and
- b. The requirement under Rule 22 that each candidate be given written notice of results immediately after completion of grading and scoring of an examination. All candidates shall be given the required written notice within 48 hours after the application deadline.

SECTION 3. EFFECTIVE DATE

This order shall take effect immediately and remain in place until rescinded.

DATE

HEATHER GRAHAM, MAYOR



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Mayor Heather Graham

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING \$50,000 FROM THE UNAPPROPRIATED GENERAL FUND BALANCE TO BE PAID TO THE SOUTHERN COLORADO SMALL BUSINESS DEVELOPMENT CENTER

SUMMARY:

The attached Ordinance will budget and appropriate \$50,000 to be paid to the Southern Colorado Small Business Development Center ("SBDC") to help pay for general operating expenses.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Southern Colorado Small Business Development Center provides business consulting, training, and resources to help small businesses thrive. On November 27, 2023, the SBDC made a presentation to City Council during its work session. SBDC is looking for \$50,000 to help with general operating costs including the hiring of two more consultants, a part-time staff member, and instructors to provide seminars and webinars as well as to provide additional community outreach and development.

Upon conclusion of the work session, then Councilman Atencio recommended the matter be brought before City Council by ordinance to consider donating \$50,000 to the SBDC and to include SBDC in the list of organizations that receive a letter in 2024 inviting it to request continuing funds as part of the 2025 non-departmental budget considerations.

FINANCIAL IMPLICATIONS:

Funds for the project will be provided from the existing unappropriated General Fund

balance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the \$50,000 will not be paid to the SBDC.

RECOMMENDATION:

Recommend approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE BUDGETING AND APPROPRIATING \$50,000
FROM THE UNAPPROPRIATED GENERAL FUND BALANCE TO
BE PAID TO THE SOUTHERN COLORADO SMALL BUSINESS
DEVELOPMENT CENTER

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

SECTION 1.

Funds in the amount of \$50,000 are hereby budgeted and appropriated to the Southern Colorado Small Business Development Center from the unappropriated General Fund balance.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance

SUBJECT: AN ORDINANCE ESTABLISHING FUND NO. 456 - FIRE STATIONS AND BUDGETING AND APPROPRIATING THE PROCEEDS RECEIVED FROM THE ISSUANCE OF THE SERIES 2023 CERTIFICATES OF PARTICIPATION AND ALL FUTURE FUNDS RECEIVED INTO FUND NO. 456.

SUMMARY:

This Ordinance establishes Fund No. 456 - Fire Stations and budgets and appropriates funds in the amount of \$34,450,000 from the issuance of the Series 2023 Certificates of Participation and all future funds received into Fund No. 456.

PREVIOUS COUNCIL ACTION:

On October 23, 2023, by Ordinance No. 10570, City Council authorized a site lease and lease purchase agreement between the City, and BOKF, N.A. (solely in its capacity as trustee) for the purpose of financing the construction, improvement, and equipping of three fire stations by issuing Series 2023 Certificates of Participation to not exceed \$37,000,000.

On January 8, 2024, by Ordinance No. 10640, City Council authorized the establishment of the Debt Service Fund No. 304 - COP-Fire Stations.

BACKGROUND:

On December 21, 2023, the City closed and received the proceeds from the Series 2023 Certificates of Participation (COP). A separate account with ColoTrust, Fire Stations COP, was created for the transaction proceeds. This Ordinance will establish a debt service fund for the Series 2023 COPs.

FINANCIAL IMPLICATIONS:

The attached ordinance budgets and appropriates \$34,450,000 from the Series 2023 Certificates of Participation issuance into Fund No. 456.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to adopt this Ordinance will result in the City Council not authorizing the establishment of Fund No. 456 and the budgeting and appropriation of funds received from the Series 2023 Certificates of Participation issuance.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING FUND NO. 456 - FIRE STATIONS AND BUDGETING AND APPROPRIATING THE PROCEEDS RECEIVED FROM THE ISSUANCE OF THE SERIES 2023 CERTIFICATES OF PARTICIPATION AND ALL FUTURE FUNDS RECEIVED INTO FUND NO. 456.

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

SECTION 1.

Fund No. 456 is hereby established, and the \$34,450,000 received from the Series 2023 Certificates of Participation issuance by the City of Pueblo and all future funds received, are hereby budgeted and appropriated into said Fund No. 456.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, Interim 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 North Bluffs Phase 1 Urban Renewal Area and approving the Bluffs Phase 1 Urban Renewal Plan.

PREVIOUS COUNCIL ACTION:

At the request of the Pueblo Urban Renewal Authority (PURA), City Council removed the subject ordinance from the November 30, 2023, and January 8, 2024, City Council Agendas.

BACKGROUND:

The purpose of this Plan is to eliminate the conditions of blight that exist in the Survey Area, facilitate the development of a new multifamily residential on an underutilized site, and implement those provisions of the Comprehensive Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help provide vital redevelopment to the Area, to attract and leverage private investment, and funding mechanisms to provide necessary public infrastructure to serve the Area.

The proposed development program for the Bluffs Phase 1 Urban Renewal Plan is based on the current plans of property owners and prospective developers.

FINANCIAL IMPLICATIONS:

None. Future incremental tax revenues above the current tax base would not exist but for the redevelopment of the property.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission determined the proposed project meets the

requirements of the City's Comprehensive Plan and recommended approval at their October 11, 2023, Regular Meeting.

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:

None.

RECOMMENDATION:

The Pueblo Urban Renewal Authority Board of Commissioners recommends approval of this Ordinance.

ATTACHMENTS:

1. The Bluffs URA Plan 10.13.2023 P&Z Changes Final
2. PURA_Bluffs_Conditions_Survey_5.12.2023
3. The Bluffs UR Plan Impact Report SEH 10.24.2022
4. RRA am & restated Final

ORDINANCE NO.

AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS
AND APPROVING THE BLUFFS PHASE 1 URBAN RENEWAL
PLAN

WHEREAS, on September 20, 2021, the City Council of Pueblo (the "City Council") during its work session, directed the Pueblo Urban Renewal Authority to study an area (the "Area") of the City of Pueblo (the "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; and

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 (the "Area"), 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., (the "Act"); and

WHEREAS, the Consultant prepared, submitted, and presented to the City Council a document entitled "The Bluffs Phase 1 Urban Renewal Conditions Survey" (the "Survey") dated April 9, 2023, which describes in detail the conditions in the Area and is incorporated herein by this reference; and

WHEREAS, the Consultant prepared, and the Authority has approved, The Bluffs Phase 1 Urban Renewal Plan (the "Plan"), a copy of which has been approved as to form by the City Attorney and is attached hereto and incorporated herein; and

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; and

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 days prior to the public hearing; and

WHEREAS, written notice of the public hearing was mailed or delivered to each property owner, business, and resident of the area included in the Plan (the "Urban Renewal Area"), informing them of the public hearing at least thirty days prior to the public hearing; and

WHEREAS, the Pueblo Planning and Zoning Commission has determined that the Plan complies with the Pueblo Regional Comprehensive Development Plan (the "Comprehensive Plan"), which is the general plan for the development of the City as a whole; and

WHEREAS, the Plan contains provisions that allocate property tax increment revenues derived from the levies of taxing entities that levy property taxes in the Urban Renewal Area included in the Plan (the "Taxing Entities"); and

WHEREAS, the Authority has delivered to the Taxing Entities (1) the notice of the public hearing, (2) the Plan, and (3) a copy of an impact report (the "Impact Report") prepared by the Consultant that describes the burdens and benefits of the Plan on the revenues and services of such Taxing Entities; and

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 March 11, 2024, 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.

The Taxing Entities have reached agreement with the Authority 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.

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.

It is not expected that any relocation of individuals and families will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of individuals and families in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families.

SECTION 7.

It is not expected that any relocation of business concerns will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of such business concerns in the Urban Renewal Area or in other areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

SECTION 8.

The Pueblo Urban Renewal Authority has taken reasonable efforts to provide written notice of the public hearing prescribed by Section 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 days prior to the public hearing on the Plan.

SECTION 9.

Section 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.

Section 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 Pueblo Regional Comprehensive Development Plan, which is the general plan for the development of the City of Pueblo 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 City, 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 as a result 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 Sections 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 through the exercise of eminent domain.

SECTION 16.

The Bluffs Phase 1 Urban Renewal Plan has been duly reviewed and considered and is hereby approved. The Authority is hereby authorized to take any and all actions pursuant to the Act to carry out the Plan.

SECTION 17.

This Ordinance shall become effective upon final passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

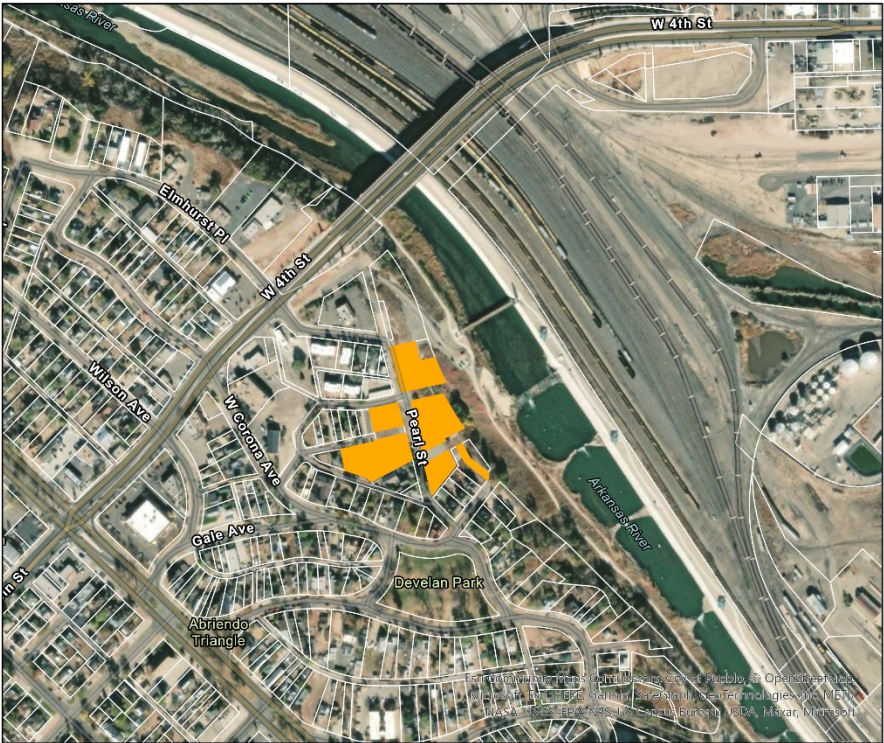


The Bluffs Phase 1 Urban Renewal Plan

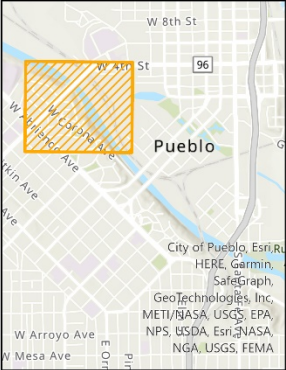
April 26th, 2023

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. Land Acquisition

To carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation. The Authority may acquire any interest in property by any manner available. The Authority may acquire property in the Area for the following reasons: To eliminate or prevent conditions of blight; to carry out one or more objectives of the Plan; to assemble property for redevelopment by private enterprise; for needed public improvements; and for any other lawful purpose authorized by the Plan, the Act or any other applicable law.

Acquisition of property by eminent domain is not authorized unless the City Council approves, by majority vote, the use of eminent domain by the Authority in accordance with the Act and other applicable laws.

B. Relocation

If acquisition of property displaces any individual, family, or business concern, the Authority may assist such party in finding another location, and may, but is not obligated to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine and as may be required by law.

C. Demolition, Clearance, and Site Preparation

The Authority may demolish and clear those buildings, structures, and other improvements from property it acquires if such buildings, structures, and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may provide rough and finished site grading and other site preparation services as part of a comprehensive redevelopment program.

D. Property Management

During such time as any property is acquired by the Authority, for disposition for redevelopment, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation. Notwithstanding the foregoing, the Authority may acquire property, develop, construct, maintain, and operate thereon buildings, and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

E. Public Improvements

The Authority will cooperate with the City and other public bodies to install, repair or replace necessary public infrastructure including, but not limited to, public streets, ADA

accessible routes, stormwater improvements outside the scope of the City Storm Water Enterprise, park and recreation amenities and multi-use recreational trails in the Area.

F. Land Disposition, Redevelopment and Rehabilitation

The Authority may dispose of property it acquires by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers.

The Authority may also enter into owner participation agreements with property owners in the Area for the development, redevelopment, or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners. The Authority may develop, construct, maintain, and operate buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

Compliance with the Plan and, if adopted by the Authority, the Design Guidelines and Standards and City codes and ordinances. Covenants to begin and complete development, construction, or rehabilitation of both public and private improvements within a period of time deemed to be reasonable by the Authority.

The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

G. 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, other municipalities 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 and outside of the Area to properly and efficiently carry out the goals and objectives of this Plan.

H. Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan in the Area may be undertaken and performed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any and all applicable laws.

VI. PROJECT FINANCING

The Authority is authorized to finance activities and undertakings under this Plan by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City or County; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities; sale of securities; loans, advances and grants from any other available source.

Any and all financing methods legally available to the City, the County, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements described or anticipated in the Plan or in any manner related or incidental to the development of the Urban Renewal Area. Such methods may be combined to finance all or any part of activities and undertakings throughout the Urban Renewal Area. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority or the City or the County to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue notes, bonds or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Plan. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest, and any premiums due on or in connection with such indebtedness may be paid from any funds available to the Authority.

The Project may be financed by the Authority under the tax allocation financing provisions of the Act. Under the tax allocation method of financing the Project, property taxes levied after the effective date of the approval of this Plan upon taxable property in the Urban Renewal Area each year by or for the benefit of each public body that levies property taxes in the Area, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this tax allocation provision, as follows:

Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for such 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 the Plan or, as to an area later added to the Urban Renewal Area, and the effective date of the modification of the Plan shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

Increment Amount

That portion of said property taxes in excess of such base amount shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Project.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

The increment portion of the taxes, as described in this subparagraph 2, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority to finance the Project.

VII. CHANGES IN APPROVED PLAN

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

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



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

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:

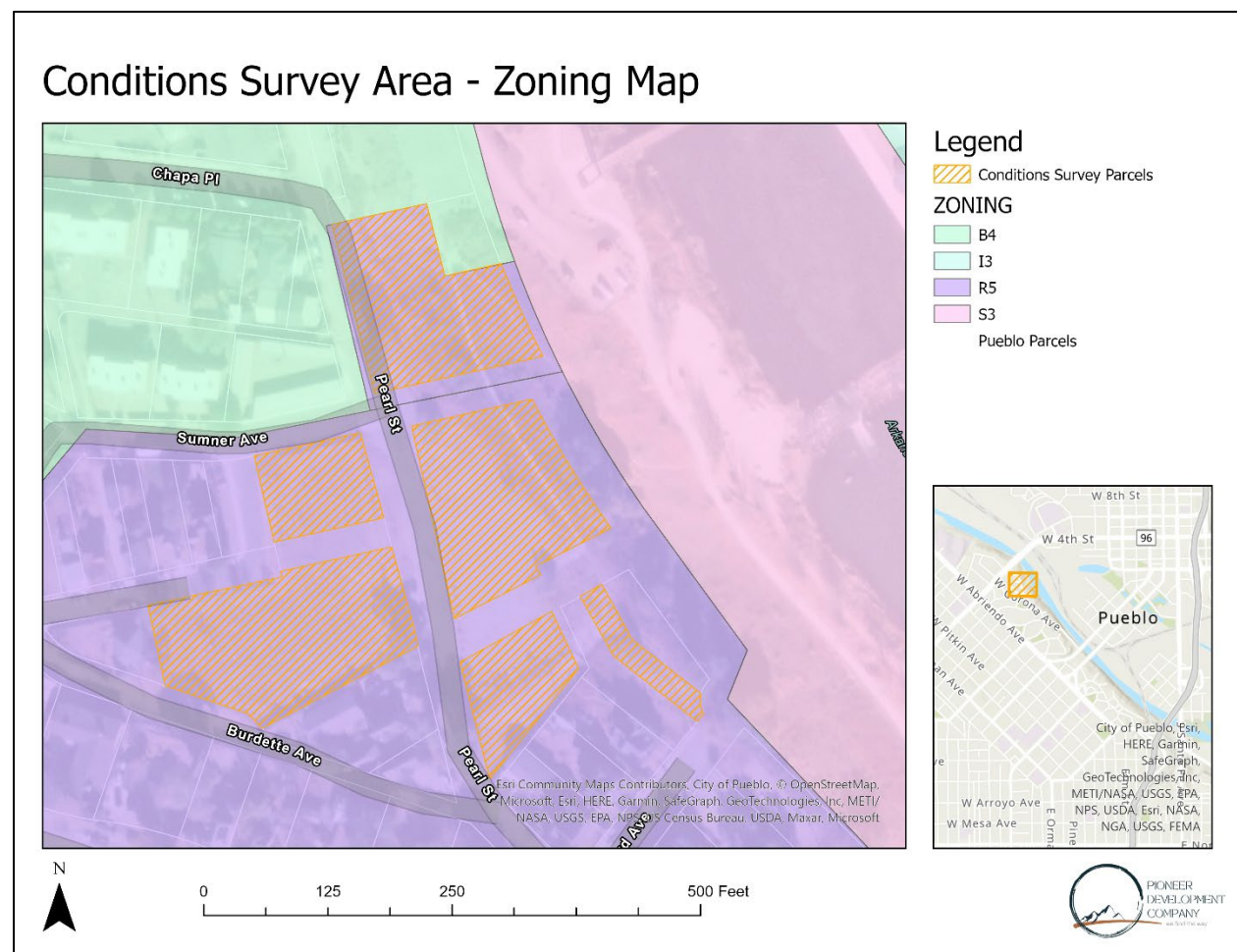
- R-5 Residential (R-5)

Each zoning district regulates the land uses on their respective parcels according to the Comprehensive Plan and municipal code. These zoning districts will regulate the redevelopment that will be permitted throughout the Urban Renewal Plan.

In addition to these zoning districts, the City of Pueblo has adopted the Pueblo Regional Comprehensive Plan as its Comprehensive and has future land use designations for the parcels within the survey area. The future land use designations found in the survey area are adopted as part of the City of Pueblo's Comprehensive Plan and listed below:

- **Urban Neighborhood (UN)**

These future land uses designations indicate the types of uses that the Comprehensive Plan envisioned throughout this Plan area. Although zoning will supersede the Future Land Use designations, these designations help inform this Survey of the Community's expectations and desires for development within the subject area. The Conditions Survey is required to evaluate the conditions arresting sound development of the municipality, and the "sound development" is relative to the zoning and future land use designations adopted for these parcels and this area.



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.



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.

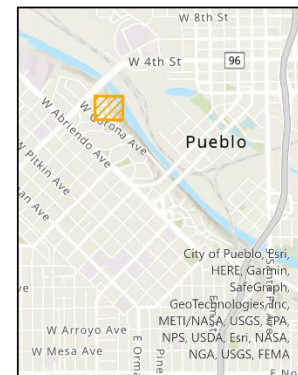
The survey area parcels are located within a residential area near West 4th Street (State Highway 96). The site is accessed by a series of residential roads, with Pearl Street as its main through-street. These roads require reconstruction, especially Pearl Street. The road surface is characterized by 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.

0 125 250 500 Feet

 BF2 - Defective Streets
 Conditions Survey Parcels
 Pueblo Parcels



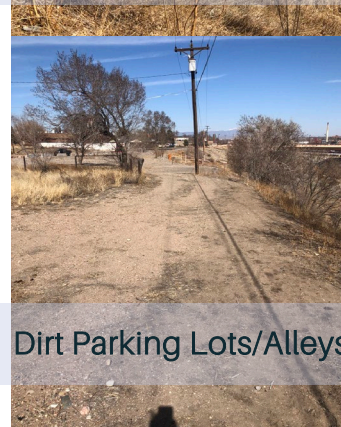
Potholes and Alligator Cracking



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.

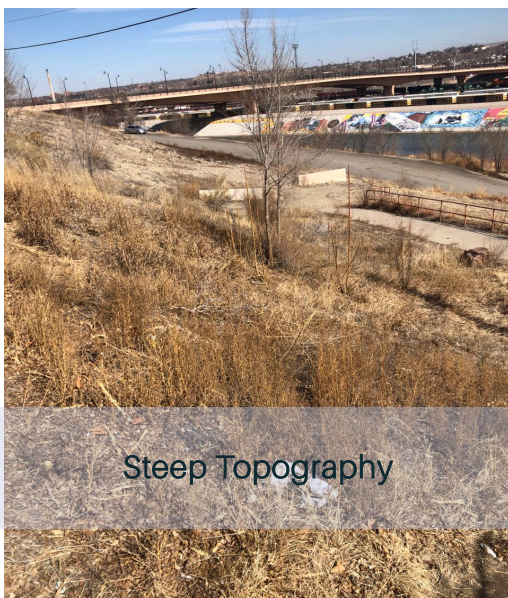
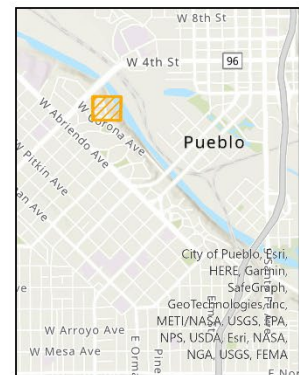
Many of the easternmost lots are also impractical due to topography. These properties extend over the bluff and down towards the Arkansas river. This area exhibits extremely steep grades unsuitable for development. It reduces the usefulness of these properties.

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

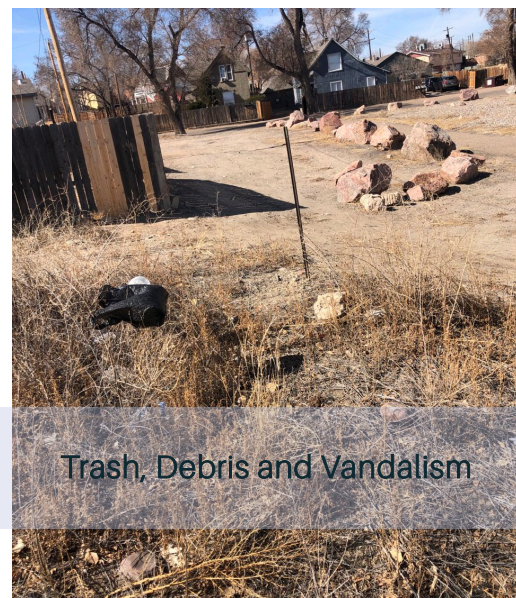
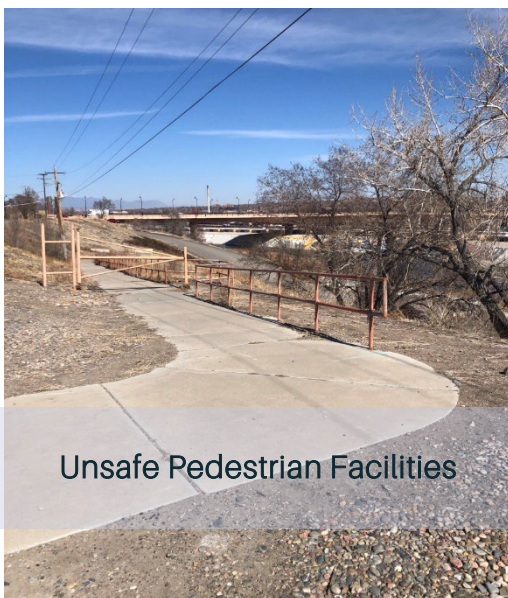
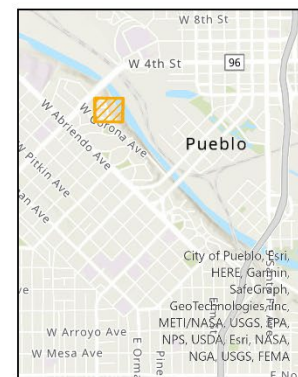
Findings

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.

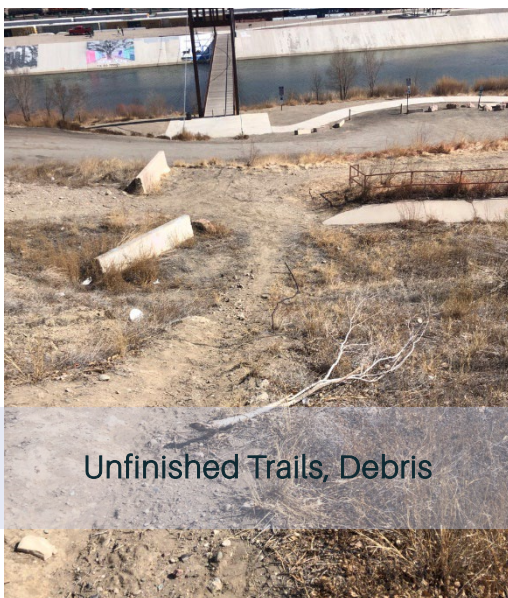
The neglected landscaping, debris and trash piles, and missing or inadequate infrastructure throughout the survey area justified its inclusion of this blighting factor.

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.

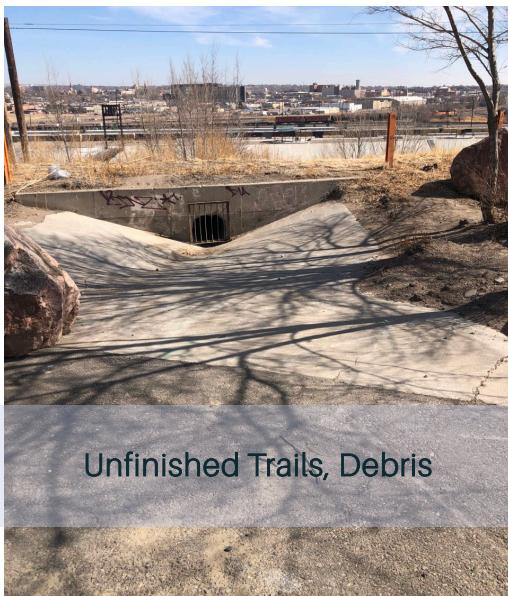
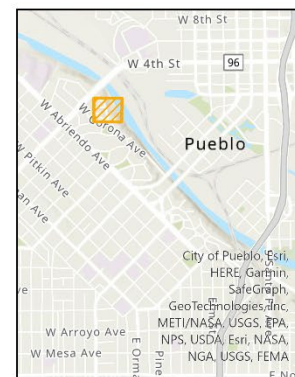
Although the site exhibited some stormwater facilities, these appeared to be inadequate for any future development needs. New stormwater infrastructure will be necessary to active the site for future development.

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.

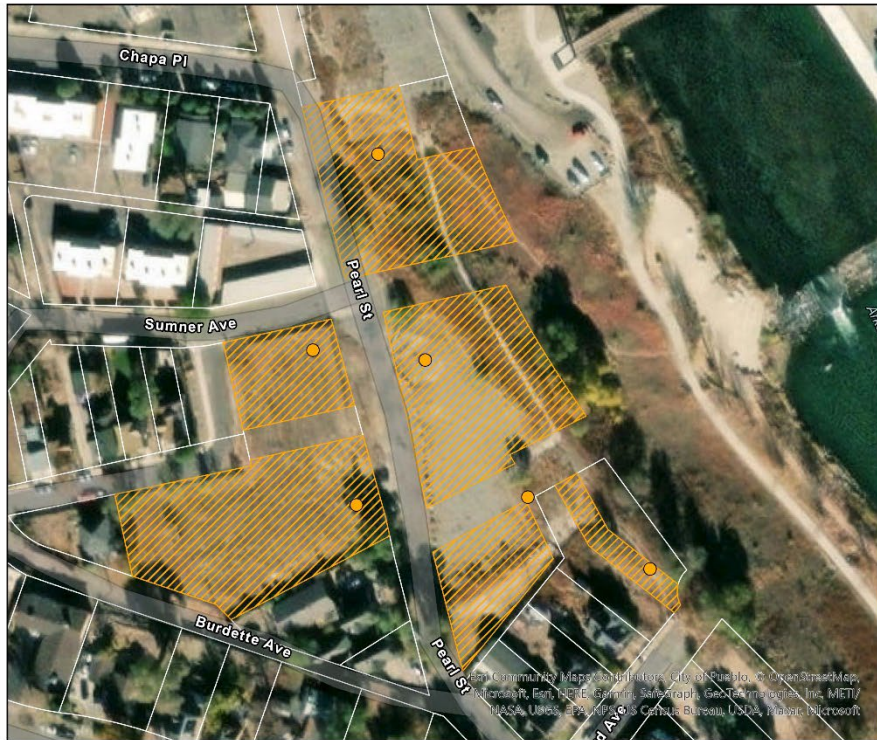
Findings

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.

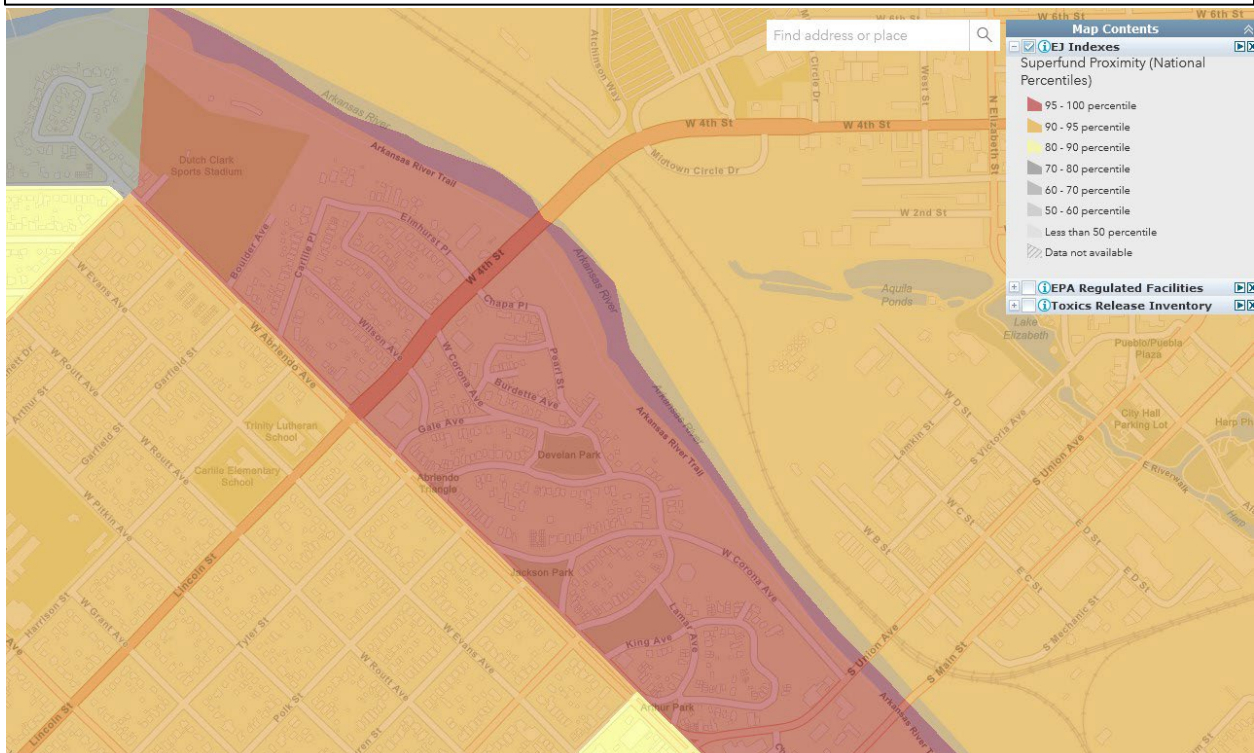
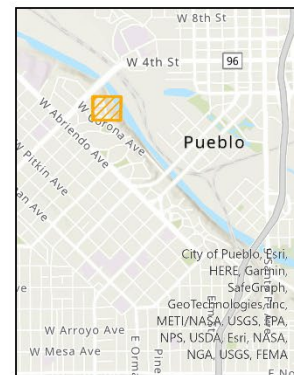
Pueblo’s industrial past has created environmental challenges for redevelopment. This report finds enough evidence on site to include environmental contamination as a blighting factor. However, this report recommends that any future development conduct a Phase 1 and Phase 2 ESA to accurately determine 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

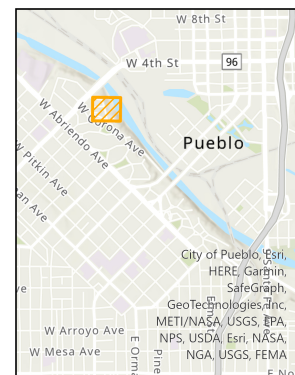
The survey area is characterized by vacant and underutilized parcels. All properties in the survey area lack building improvements. Despite being situated within a residential neighborhood, public infrastructure is lacking or altogether absent. The site's views and proximity to the river and downtown 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 Urban Renewal Plan

Impact Report

Pueblo Urban Renewal Authority

169372 | October 24, 2022



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists



Building a Better World
for All of Us®

October 24, 2022

The Bluffs Urban Renewal Plan
Pueblo Urban Renewal Authority

Dear PURA Board of Commissioners,

This Impact Report is intended to satisfy the requirements outlined in Colorado's Urban Renewal Law, C.R.S. 31-25-107(3.5)I-V and C.R.S.31-25-107(9.5). According to Statute, the Urban Renewal Impact Report is a supplementary document to the Urban Renewal Plan that is required if property or sales taxes will be utilized in the project area for renewal activities. The Bluffs Urban Renewal Plan area intends to utilize tax increment financing within its project area and therefore requires an impact report to be completed.

This Impact Report meets the minimum requirements defined by C.R.S. 31-25-107(3.5)I-V and C.R.S. 31-25-107(9.5) but also has been designed to provide the Pueblo Urban Renewal Authority with a realistic forecast of how development will proceed throughout the Plan area. The forecast utilized in this report has been informed by an analysis of all properties within the project area, a review of the proposed development's pro forma, as well as interviews with PURA staff. The forecasts are intentionally designed to be conservative estimates that reflect the proposed development and market benchmarks.

The goal of this report is to provide the Pueblo Urban Renewal Authority with a realistic forecast of impacts to better inform negotiations with impacted taxing entities and ensure that The Bluffs Urban Renewal Plan succeeds in bringing about the renewal hoped for by the Pueblo community.

Sincerely,

Andrew Arnold

CC: Jerry Pacheco and Cherish Deeg

Executive Summary

The Bluffs Urban Renewal Plan Impact Report:

The Pueblo Urban Renewal Authority has begun the process of establishing a new urban renewal project called “The Bluffs Urban Renewal Plan”. This plan area encompasses vacant parcels where a mixed-use development is being proposed. The developer provided PURA with development and operational pro-forma that detailed the projects costs, financing, phasing, and projected revenues. This impact report evaluated the pro-forma to determine potential impacts on taxing entities and tax increment generated by this project.

The development is seeking a public private partnership with PURA to help remediate blighting factors within the subject site and help close funding gaps to make the development more feasible. The financial mechanism PURA can leverage for these purposes is known as Tax Increment Financing (TIF), and Colorado’s Urban Renewal Law requires that an Impact Report be submitted with any Urban Renewal Plan that intends to utilize property and/or sales taxes for renewal activities in its project area (C.R.S. 31-25-107(3.5)I-V and C.R.S. 31-25-107(9.5)). The Bluffs Urban Renewal Plan proposes the use of TIF, which triggered the need for this Impact Report.

The minimum requirements for an Impact Report are outlined in Colorado’s Urban Renewal Law. Those requirements include,

- A) the estimated time to complete the Urban Renewal Project,
- B) The estimated annual property tax increment to be generated by the Urban Renewal Project and the portion of such increment to be allocated during this period to fund the urban renewal project,
- C) an estimate on the county revenue impact, and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure,
- D) a statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (II) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority,
- E) Any other estimated impacts of the urban renewal project on county services and revenues.

This Impact Report addresses each of the statutory requirements outlined above. The Bluffs Urban Renewal Plan is expected to take 25 years to complete. This report estimates that at the time of assessment (2025), this proposed development will be valued \$35,060,000 and have a **taxable value of \$2,593,790**. The Bluffs Urban Renewal Plan area’s current base value is \$7,760. The renewal project is projected to generate \$2,586,030 in new assessed property value within the Plan area, **equating to \$6,749,000 in gross incremental revenues** over the next 25 years. This TIF projection assumes all taxing entities within the Plan area will pledge 100% of their millage rate towards the Bluffs Urban Renewal Project.

This redevelopment’s total tax revenue and increment has been estimated by the impact report to determine the revenue impacts on effected taxing entities. The report also addresses population and student generation within the Plan area, and its potential impact to taxing entities such as the City, the County, the School District and the Library District.

This report found that the Bluffs Urban Renewal Plan would not adversely affect the taxing entities that collect property and sales tax within its boundary. As part of the statutes mandate, this report analyzed potential impacts the urban renewal plan could have on Pueblo County. This report found that the Bluffs Urban Renewal Plan will not require new County Infrastructure to be successful, nor would it require substantial increases in County funded services. This report evaluated County budgets and property tax revenue and found that the Plan’s fiscal impacts were minimal.

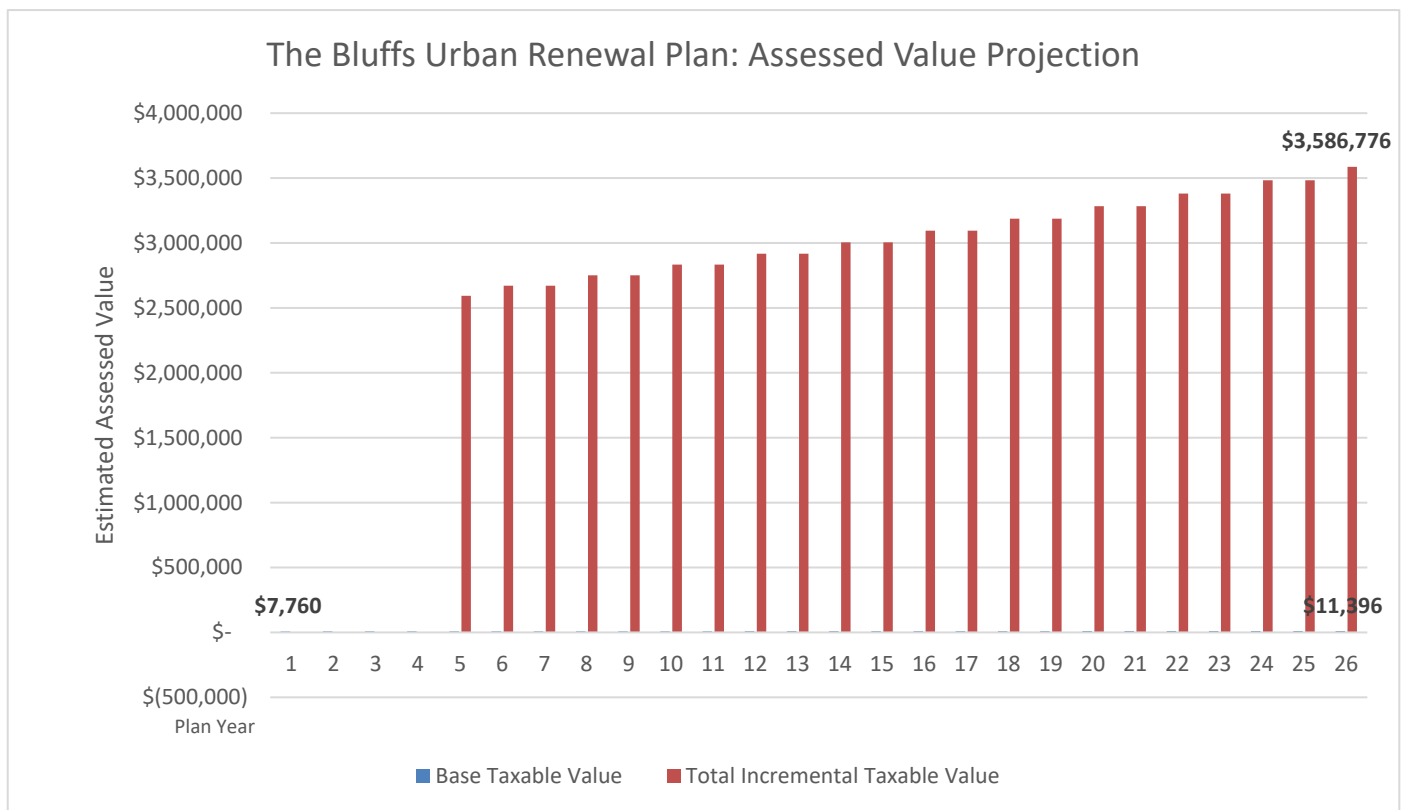
This report also analyzed the Plan’s impacts to the City of Pueblo, the Pueblo School District 60 and the Pueblo Regional Library District. The projected renewal project represents a small fraction of each taxing entities revenues, which would not trigger a significant fiscal impact. The proposed development has a residential component, which could generate

Executive Summary (continued)

new students to the Pueblo School District. However, this report's projections found less than a 1% increase in pupil count once the project concludes. This is not a significant impact to the School District, rather, the small increase could help to offset a five-year decline in pupil membership.

The Bluffs Urban Renewal Plan represents PURA's, the City of Pueblo's and Pueblo County's commitment to achieving public private partnerships that will facilitate community-minded development where it is needed most. Projected Property and Sales Tax Increment that would be generated within this Urban Renewal Plan are described in the table below:

The Bluffs Urban Renewal Plan Fiscal Projections ¹		
Base Assessed Value of Plan Area	\$	7,760
Total New Improvement Assessed Value	\$	2,572,340
Total Estimated Property Tax TIF Revenue (25-Years)	\$	6,584,000
Total Estimated Sales Tax TIF Revenue (25-Years)	\$	165,000
Annual Property Tax TIF Revenue (25-Year Average)	\$	253,000
Annual Sales Tax TIF Revenue (25-Year Average)	\$	6,000



¹ Estimates have been rounded.

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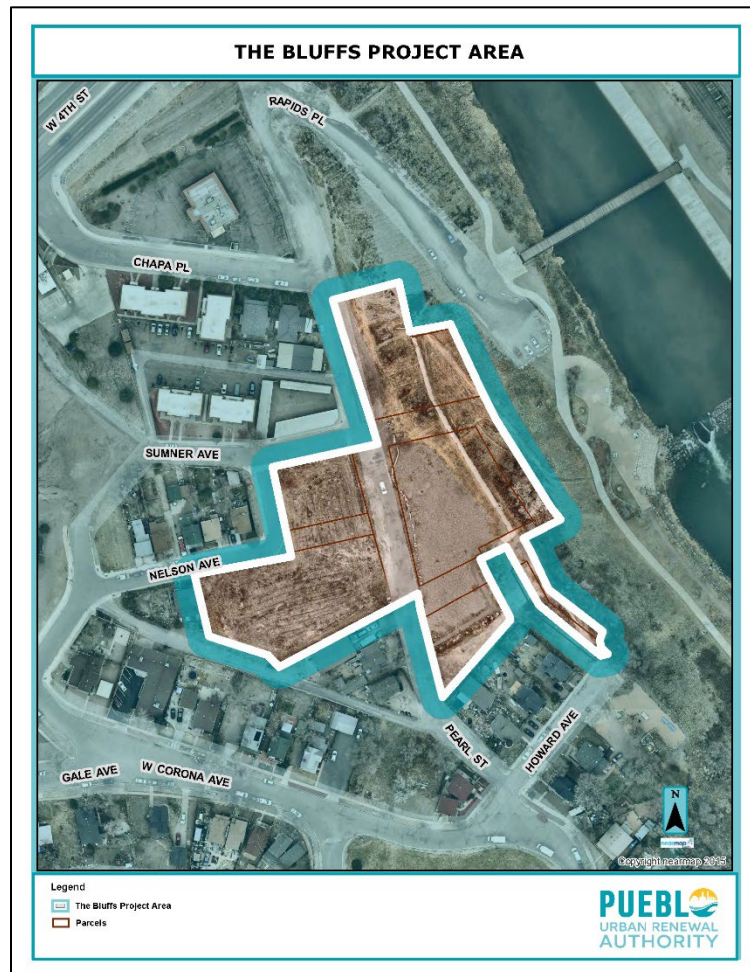
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The Bluffs Urban Renewal Plan

Impact Report

Prepared for the Pueblo Urban Renewal Authority

1 Impact Report Summary



Project Area Existing Conditions

The Bluffs Urban Renewal Plan area encompasses 3.14-acres² within the City of Pueblo. This area includes 6 parcels. This survey area has been strategically drawn to include parcels that need or will attract new investment or reinvestment. The area also includes public right-of-way that may benefit from urban renewal treatment.

² Acreage estimate includes Public Right of Way e.g. Roads and Alleys

2 Impact Report Methodology

Forecasting Future Growth

The Bluffs Urban Renewal Plan's goal is to incentivize redevelopment by remediating blighting conditions and spurring new investments in public infrastructure, amenities, and community development needs.

One of the tools urban renewal authorities can use to bring about these changes is known as Tax Increment Financing (TIF). TIF is a redevelopment strategy that leverages future tax revenues to incentivize redevelopment for urban renewal activities. Colorado's Urban Renewal Law mandates that urban renewal project areas which intend to use TIF for renewal activities submit a supplementary Impact Report to help forecast growth within a renewal area and estimate the impacts this growth will have on taxing entities that operate within that area. The impact report's purpose is to ensure that taxing entities that rely on property tax revenues will not be adversely impacted by the urban renewal project.

Quantifying these impacts requires a forecast of probable growth throughout the project area over the project's lifetime. The Bluffs Urban Renewal Plan is expected to last 25 years, the maximum amount of time allotted by Colorado's Urban Renewal Law. A proposed mixed-use development, with a focus on affordable housing, has been proposed within this Plan area. This report estimates the assessed value, projected tax increment, and impacts likely to be generated by this development.

Development Assumptions

The Bluffs Urban Renewal Plan is expected to attract a new mixed-use development to the project area. This development is expected to yield for rent housing with a small commercial component. The development would align with the City's R-5 zoning district in terms of density and use.

The development is requesting assistance from the Pueblo Urban Renewal Authority to help make the project feasible. Locating the project within an Urban Renewal Plan area can provide incentives, such as tax increment financing. The public private partnership between the developer and PURA could also yield a higher and better use for the property, one that advances community needs.

This impact report analyzed the development's proposed pro-forma to evaluate future assessed value, tax increment generation, and impacts on partnering tax entities. The development's pro forma forms the basis of this report's assumptions regarding the type, size, phasing, and value of development.

Pro-Forma Analysis

- **Type of Development** – The proposed development is a mixed-use project located on 3.14 acres within the City of Pueblo. The project will feature high-density, residential apartments, a small, retail commercial space, and parking. This mixed-use development aligns with the City's R-5 zoning district.
- **Size of Development** – The proposed development will be located on 3.14 acres within the City's R-5 zoning district. The developer is proposing 97 apartment units and 1,000

square feet of commercial retail space. Apartment units will include studios, 1 bedroom and 2-bedroom layouts. These layouts will range from 537 square feet to 1,038 square feet, averaging 783 square feet. The development will include 144 parking stalls to serve the residences and the commercial retail space.

- **Time of Development** – The proposed development is projected to acquire all necessary property and permits in 2022. The development should begin construction in 2023, with construction and a partial lease-up of the property occurring in 2024. The development is projected to stabilize in 2025. This report assumes that the finished development will be fully assessed in 2025 and begin generating increment in 2026.
- **Value of Development** – This report estimated the future value of development by evaluating the stabilized net operating income (NOI) and the capitalization (cap) rate at the time of stabilization. This value includes both the residential and commercial components of the development. This valuation is not an appraisal, but rather, it anticipates the probable assessed value of the property to more accurately project its property taxes. The proposed development is projected to stabilize in 2025. At that time, this report assumes a cap rate 25 basis points less than the developer's terminal, or "going out", cap rate of 5.5%. Using 5.25% as the cap rate and the development's expected NOI in 2025, this report estimates a market value of \$35,060,000³.

Tax Increment Financing Assumptions

As part of Statutory requirements, this report projected the estimated property and sales tax generation for future development within the Bluffs Urban Renewal Plan area. These projections are based on Pueblo County's 2022 certified assessments of property, DOLA's 2021 Annual Certification of Levies and Revenues, and the mill levies associated with the taxing entities present in the project area. The full list of taxing entities and their associated millage rates are tabulated below:

The Bluffs Urban Renewal Plan Mill Levies				
Note:		TIF Percentages are assumed to be 100% for the Impact Report		
60B District	Tax Entity	2022 Mill Levy	TIF Agreement %	TIF Eligible Mill Levy
	PUEBLO COUNTY	30.199	100%	30.199
	CITY OF PUEBLO	15.633	100%	15.633
	S.E.WATER CONSV DISTRICT	0.839	100%	0.839
	LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	1.503	100%	1.503
	PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.889	100%	5.889
	SCHOOL DISTRICT 60	43.642	100%	43.642
	Total	97.705	100%	97.705

³ Estimate is rounded

This report assumes that all impacted taxing entities will pledge 100% of their millage rate to the Bluffs Pueblo Urban Renewal Project area. Property tax projections made by this report assume that the number of taxing entities, as well as their millage rates, will remain unchanged over the project's lifetime.

Tax Increment assumptions are also based on the above mill levies and assumes that the project area's starting **base value is \$7,760⁴**. This report projects that both the project base and all future development will appreciate at a rate pegged to inflation. This report assumes that the **inflation rate will average 3% biennially** over the project's lifetime⁵.

Sales Tax Assumptions

Colorado's Urban Renewal Law permits sales tax to be collected within urban renewal project areas to be leveraged for tax increment financing⁶. This report assumes that the City's sales tax rate is the only eligible sale tax for tax increment financing. The amount of sales tax that can be allocated to an urban renewal project is determined by calculating the amount of sales tax collected within the project area's boundary over the past 12 months. This is known as the sales tax base. Any increase over this base associated with new improvements within the project area is subject to negotiations between the municipality and the urban renewal authority over what portion of this increase can be paid out to fund urban renewal activities within the project area.

This report assumes that 100% of the City of Pueblo's sales tax generated by new improvements within the Bluffs Urban Renewal Plan area will be allocated to the Pueblo Urban Renewal Authority. All sales tax calculations are estimates that have been isolated to only include new retail space forecasted to develop within the Plan area. The City of Pueblo imposes a 3.7% sales tax rate on the purchase price paid or charged on retail services. However, only 0.7% of the City's sales tax rate is already allocated to special funds. These include the police tax and economic development tax. This report assumes that only 3% of the City's 3.7% sales tax rate will be eligible for tax increment financing.

The But-For Assumption

The final assumption made in this report is that all new development would not occur but for the Bluffs Urban Renewal Plan and the Pueblo Urban Renewal Authority. The goal of this urban renewal plan is to incentivize development through a variety of tools, TIF being just one example, where new investments manifest throughout the Plan area because of the Pueblo Urban Renewal Authority's efforts. All tax increment estimates must therefore be considered revenue that is generated because of the Pueblo Urban Renewal Authority's efforts to attract and facilitate redevelopment to the Plan area.

⁴ This base value has been adjusted to account for agriculturally assessed properties.

⁵ Colorado's Urban Renewal Law requires that the base assessment be reevaluated every two years within an urban renewal project area.

⁶ C.R.S. 31-25-107(9)(e)

3 Tax Increment Financing Summary

This Impact Report forecasted potential development throughout the Bluffs Urban Renewal Plan area over the next 25 years and projected its assessed value and taxable revenue. These projections were used to estimate the amount of property tax increment and sales tax increment that will be generated within the Plan area if the urban renewal project is successful. Development projections are based on the methodology outlined in Section 2 of this report.

Projected Assessment and Phasing

The assessed valuation for the proposed development was estimated by this report. All assessment projections assume that future appraisals utilize an income approach to determine the development's future value. This implies that both the residential and commercial uses will be valued according to the income they produce.

The Bluffs Urban Renewal Plan is expected to facilitate a new mixed-use development. This development is projected to be fully constructed, stabilized, and assessed by 2025, with tax increment first being generated in 2026. The Development will exhibit both commercial and residential uses. To accurately project the taxable value of this mixed-use development, the impact report projected an income-based assessment for both the multi-family and commercial spaces. The residential space is estimated to have a taxable value of \$2,485,340, whereas the commercial space is estimated to have a taxable value of \$87,000.

Property Tax TIF Projections

This Impact Report estimated the Bluffs Urban Renewal Plan's future TIF revenue over the next 25 years in accordance with C.R.S. 31-25-107(3.5)I-V and C.R.S. 31-25-107(9.5). These estimates determine the property tax revenue that is likely to be generated by the proposed developments within the Plan area. This tax revenue is assumed to be the result of the Pueblo Urban Renewal Authority's efforts to remediate blight and attract new investments within the Plan area.

Property tax TIF is estimated by comparing the Plan area's base value against its projected new improvement value. These assessed values each generate tax revenue based on the current millage rate of taxing entities within the Plan area. The base value's property tax revenue is not impacted by urban renewal projects. The new improvement's tax revenue, however, is the result of the urban renewal plan. That revenue is labeled as "increment". The property within the Bluffs Urban Renewal Plan area has a current assessed value of \$7,760⁷. This current assessed value is known as the **Base Value** in tax increment financing.

This report estimates that new improvements within the Bluffs Urban Renewal Plan area will amount to an additional \$2,572,340 in assessed value. This value is not generated at once but is instead phased in during construction, lease stabilization, and assessment.

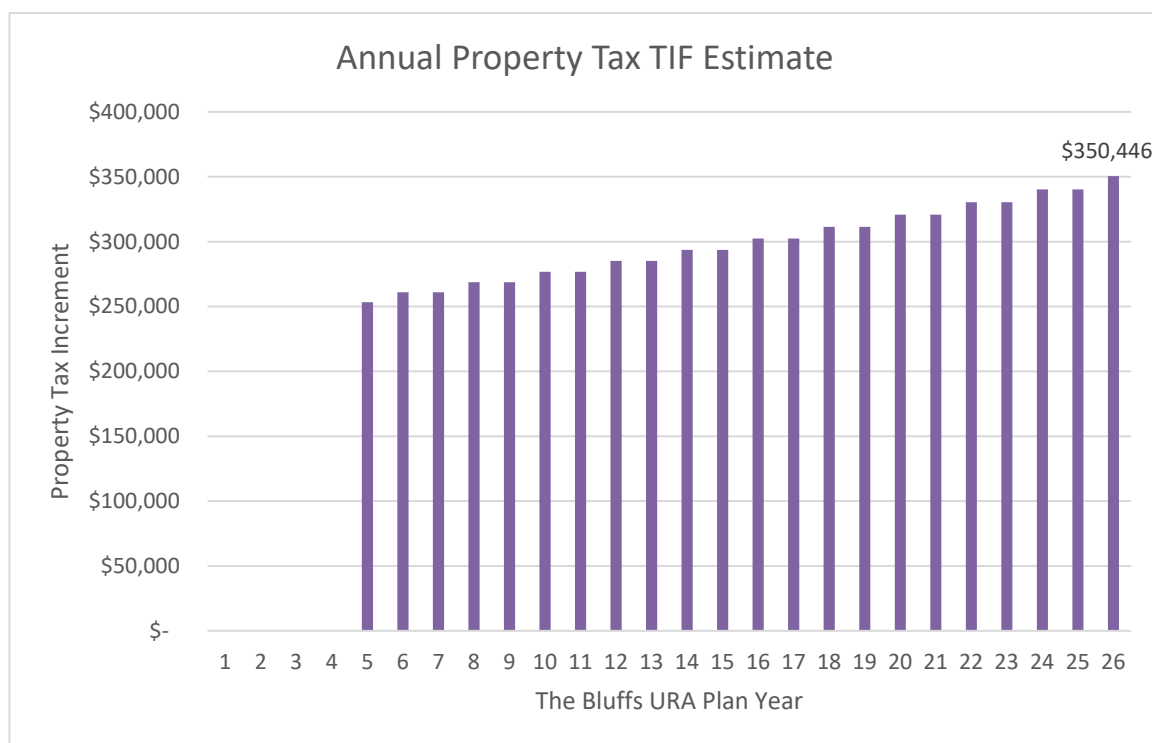
This report models new development according to the project's submitted pro-forma, market benchmarks, and Colorado assessment practices. It then applies the tax districts' millage rates to both existing and new improvements within the plan area. Tax revenue generated by new

⁷ Per Pueblo County Assessor Database

improvements is incremental revenue. These revenues can be utilized by the Pueblo Urban Renewal Authority for urban renewal activities within the Plan area.

The Bluffs Urban Renewal Plan TIF Projections

Property TIF Estimates ⁸				
Base Value of Plan Area			\$7,760	
Total New Improvement AV			\$	2,572,340
Total TIF Revenue			\$	6,584,000
Annual TIF Revenue (25-Year Average)			\$	259,000
Tax District Estimates		Total Estimated Property Tax TIF		
Tax District 60B		\$	6,584,000	
		Estimated Tax Increment (25 Years)		
Tax Entity Fund ⁹	Millage Rate	Tax District 60B		
PUEBLO COUNTY	30.199	\$	2,035,000	
CITY OF PUEBLO	15.633	\$	1,053,000	
S.E.WATER CONSV DISTRICT	0.839	\$	56,000	
LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	1.503	\$	101,000	
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.889	\$	396,000	
SCHOOL DISTRICT 60	43.642	\$	2,940,000	
TURKEY CREEK CD	0		\$ -	\$ -



⁸ Estimates have been rounded

⁹ The Pikes Peak Metro District has been excluded for the purposes of this report.

Sales Tax TIF Projections

Colorado's Urban Renewal Law permits Urban Renewal Authorities to collect sales tax as a source of incremental taxable revenue. This report assumes that the Bluffs Urban Renewal Plan will utilize sales tax revenue as a potential source of TIF revenue.

This analysis estimated potential sales tax generation by first estimating the amount new commercial square footage generated throughout redevelopment. This analysis then compared the City of Pueblo's existing commercial square footage to its annual sales tax collections. This helped determine an average sales per square foot multiplier.

This analysis estimates that all new commercial space will generate approximately \$250 per SF per year. The summary of these inputs and their estimated sales tax generation are listed in the table below.

New Retail Space (25-Years)	1,000 SF
TIF Eligible Sales Tax Rate	3%
Estimated Sales Per SF	\$ 250.00
Estimated Sales Tax Increment (Gross)	\$ 165,000
Estimated Sales Tax Increment (Annual Average)	\$6,000 ¹⁰
Percent of Annual Sales Tax Collections (City)	0.009%

This report estimates that the Bluffs Urban Renewal Plan will generate an additional 1,000 square feet of retail space over the next 25-years. Using an estimated sales per square of \$250 PSF and phasing retail commercial development over the next 25 years, this amount space of equates to \$165,000 in gross sales tax increment. Annually, this equals an average of \$6,000 in sales tax TIF collected. For comparison, the City of Pueblo is budgeting for \$70,604,105 in general sales tax (3% rate) in 2023. This means that projected retail development in the Bluffs Urban Renewal Plan area should increase the City's sales tax collections by 0.009% annually. This estimate does not include State Sales Tax collections or County Sales Tax collections.

¹⁰ Rounded

4 Taxing Entity Impacts

Assessing an Urban Renewal Plan's impacts on partnering taxing entities requires careful consideration of the revenue, services and infrastructure needed achieve that plan's goals. These impacts also need to consider the purpose of the Urban Renewal Plan. In addition to remediating blighting conditions, an Urban Renewal Plan typically is designed to bring about a public good, either in the form of a public amenity or infrastructure, or a specific type of development. The Bluffs Urban Renewal Plan area is designed to facilitate a mixed-use development; one that would align with the City's zoning district, create a higher and better use of currently vacant and underutilized land, and add much needed housing stock within City limits.

The proposed development's benefits need to be weighed against the possible fiscal impacts caused by the Urban Renewal Plan on partnering taxing entities. Conversely, partnering taxing entities need to demonstrate an undue impact caused by the Urban Renewal Plan to justify withholding tax revenue that the Pueblo Urban Renewal Authority generated through its renewal efforts.

Statutory Impacts

C.R.S. 31-25-107(3.5)I-V) lists requirements for Urban Renewal Impact Reports to evaluate potential impacts on effected taxing entities. The statute requires that the report examine County impacts in particular, stating the following:

- An estimate on the county revenue impact, and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure,
- A statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (II) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority,
- Any other estimated impacts of the urban renewal project on county services and revenues.

This section will answer these requirements directly about the Bluffs Urban Renewal Plan's impacts to Pueblo County. This report will also address the impacts to the Pueblo School District 60 and the City of Pueblo.

Assessed Value Comparison

The Bluffs Urban Renewal Plan is located within one taxing district: 60B. Tax district 60B's levy is 97.705 mills¹¹. The 60B tax district includes the following taxing entities: Pueblo County, the City of Pueblo, the Southeast Water Conservation District, the Lower Arkansas Valley Water Conservation District, the Pueblo City-County Library District, and the Pueblo School District 60¹².

¹¹ According to the Department of Local Affairs' 2021 Certification of Mill Levies and Revenues.

¹² The Pueblo School District 60 Bond Mill Levy is subsumed under the School District.

The table below illustrates the total assessed value (AV) of property currently within each taxing entity the collects a property tax. The Plan area's estimated incremental assessed value is also included as a percentage of each tax districts AV.

Total Assessed Value							
The Bluffs UR Plan Incremental Assessed Value	City of Pueblo	Pueblo County	School Dist 60 General	School Dist 60 Bond Redemption	Pueblo City- County Library District	SE Colo Water Conserv	Lower Ark Valley Water Cons
\$2,564,580	\$1,267,729,208	\$2,162,100,442	\$1,267,729,208	\$1,267,729,208	\$2,162,100,442	\$1,947,244,469	\$1,461,531,782
<i>Percent of Taxing District</i>	0.2%	0.1%	0.2%	0.2%	0.1%	0.1%	0.2%
Commercial/Industrial/Vacant Assessed Value							
The Bluffs UR Plan Incremental Assessed Value	City of Pueblo	Pueblo County	School Dist 60 General	School Dist 60 Bond Redemption	Pueblo City- County Library District	SE Colo Water Conserv	Lower Ark Valley Water Cons
\$87,000	\$360,565,500	\$647,553,946	\$384,788,440	\$384,788,440	\$647,553,946	\$571,791,604	\$454,439,740
<i>Percent of Taxing District</i>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Residential Assessed Value							
The Bluffs UR Plan Incremental Assessed Value	City of Pueblo	Pueblo County	School Dist 60 General	School Dist 60 Bond Redemption	Pueblo City- County Library District	SE Colo Water Conserv	Lower Ark Valley Water Cons
\$2,485,340	\$425,132,064	\$920,438,152	\$518,520,843	\$518,520,843	\$920,438,152	\$848,622,481	\$920,438,152
<i>Percent of Taxing District</i>	0.6%	0.3%	0.5%	0.5%	0.3%	0.3%	0.3%

Pueblo County

Revenue Impacts

The Bluffs Urban Renewal Plan is expected to use Tax Increment Financing to help remediate blight and attract new investment to the project area. The use of future property tax could have an impact on the County's revenues, which is explored in this section.

Pueblo County issues a mill levy of 30.199 on property. This mill levy is a major revenue source for the County's operations and funds. According to the Pueblo County 2022 Budget, taxes (which includes property, sales, use, excise, and specific ownership tax) account for 30% of its total revenue collected. Last year these taxes amounted to \$116 million in revenue and helped to fund most of the County services to residents.

According to Pueblo County's OpenGov website, the total revenue collected in 2021 equaled \$240,723,797. Property tax accounted for 23.5% of the total revenue that year, or \$56,512,423 in property tax collected. To quantify potential revenue impacts to the County, this report compared the projected annual property tax revenue within the Bluffs Urban Renewal Plan area to the County's property tax revenue. Projected property tax revenue is derived from new improvements in the Plan area, meaning that the Plan area's base assessed value was not included in this comparison.

This Report projected the Bluffs Urban Renewal Plan area's annual property tax TIF per the County's millage rate and compared it as a percentage to total revenue collections. The Bluffs

Urban Renewal Plan area's **property tax increment** generated at the County's 30.199 millage rate **will account for 0.14% of Pueblo County's annual revenue collections.**

Pueblo County	2021 Property Tax Revenue (Actual)	Plan Area Estimated Property Tax TIF (25-Year Annual Average)	Percent of Total
General Fund	\$ 56,915,720	\$ 78,279	0.14%

The Bluffs Urban Renewal Plan is expected to last 25-years. Over that time, the new improvements incentivized by this Plan and the Pueblo Urban Renewal Authority will begin to accumulate incremental property tax revenue. The incremental property tax represents a revenue stream that can be remitted to the Pueblo Urban Renewal Authority via TIF agreement in support of its remediation and redevelopment efforts in the Bluffs Urban Renewal Plan area. This report estimates that new improvements within the Plan area account for \$2,035,254 in property tax TIF at the County's mill levy over 25-years.

The Bluffs Urban Renewal Plan is not expected to generate significant revenue impacts on Pueblo County's General Fund. The Plan area's new development accounts for only 0.14% of the County's annual property tax revenue collections. The Bluffs Urban Renewal Plan will alleviate blight and facilitate new mixed-use development without significantly detracting from the County's expected revenues. **This report does not find a negative revenue impact caused by the Bluffs Urban Renewal Plan.**

Infrastructure and Service Impacts

The Bluffs Urban Renewal Plan area is located within the City of Pueblo. Future development will be served by City-owned roads and central water and sewer services. Residents generated by this development will also be served by City services, such as City of Pueblo Police. This development will not require new County infrastructure, nor it would it require additional County services.

County Impact Conclusion

This report concludes that the Bluffs Urban Renewal Plan will not generate adverse fiscal impacts on Pueblo County revenue, infrastructure or services.

Pueblo School District 60

Revenue Impacts

The Pueblo School District 60 is the taxing entity that levies the largest millage rate within the Bluffs Urban Renewal Plan area. The Pueblo School District 60 millage rate is 43.642. The School District is therefore an important partner to the Pueblo Urban Renewal Authority and vulnerable to the Plan's tax increment financing impacts.

According to the FY 2023 adopted budget, the Pueblo School District 60 collected \$126,258,830 in total program funding. Property tax revenue accounted for 26.81%, or \$33,851,404 of that total. The following table compares these annual tax revenues with the estimated annual incremental property tax revenue generated by the Bluffs Urban Renewal Plan area.

The Bluffs Urban Renewal Plan Impacts			
Pueblo School District 60 Fund	2022 Property Tax Revenue	Estimated Property Tax TIF (Annual Average)	Percent of Total
Total	\$ 33,851,404	\$ 71,184	0.21%

The Bluffs Urban Renewal Plan is not expected to generate a significant impact to the school district's annual revenue. This report estimates that future incremental tax revenue amounts to only 0.21% of the School District's total property tax revenue. Property tax revenue is only 26.81% of the School District's total revenue, meaning that the Bluffs Urban Renewal Plan's incremental property tax TIF represents 0.06% of all revenue.

Student Population Generation

The Bluffs Urban Renewal Plan is projected to generate residential and commercial development over the next 25-years. The commercial development will create a negligible impact on the school district. However, residential development leads to additional households and students. This report forecasted potential student generation to quantify that impact.

The Pueblo School District 60 is within the City of Pueblo. The table below summarizes City's demographic data¹³. These estimates, including household size and students per household, were used to estimate the number of students the Bluff Urban Renewal Plan could generate over the next 25 years.

Estimated Population Generation	
Pueblo (City) Total Population	111,893
Household Population	108,691
Number of Households	45,704
Persons Per Household	2.38
Number of Students (District 60)	15,134
Students Per Household	0.33
<u>The Bluffs Urban Renewal Plan Development Projections</u>	
Projected Residential Units	97
Projected Population	231
Projected Students	76

The addition of 76 students over the next 25 years represents 0.5% of the current student population. According to Colorado's Department of Education, the school district has lost 12.52% of its pupil membership over the last 5-years, or 2,165 students. An additional 76 students generated by redevelopment within the Bluffs Urban Renewal Plan is not a significant impact to the school district. In fact, it could help to reverse an ongoing decline of pupil membership within the Pueblo City 60 school district.

¹³ Colorado State Demographer's Office 2020 County Population and Pupil Counts.

School District Impact Conclusion

The Bluffs Urban Renewal Plan is not likely to generate significant adverse impacts on Pueblo City School District 60. The estimated student generated by the plan will not significantly raise its pupil membership and may even help to offset a 5-year decline. Its fiscal impacts are also minimal, as projected property tax TIF represents only 0.21% of the district's annual property tax revenue.

City of Pueblo

Revenue Impacts

The Bluffs Urban Renewal Plan is located within the City of Pueblo. All future development will require City infrastructure and services, and therefore will have a direct impact on the City. This report analyzed the City's adopted 2023 Budget to determine the Bluffs Urban Renewal Plan's impact on the City's revenues and infrastructure.

The City of Pueblo issues a mill levy of 15.63 on property. Property tax represents a significant revenue source for the City's budget. According to the adopted 2023 budget, the City of Pueblo projects \$117,373,313 in total revenue. Property taxes are expected to account for 17.26% of this revenue, or \$2,035,254.

This Report projected the Bluffs Urban Renewal Plan area's annual property tax TIF per the City's millage rate and compared it as a percentage to the City's total revenue collections. The Bluffs Urban Renewal Plan area's **property tax increment** generated at the City's 15.63 millage rate **will account for 0.2% of Pueblo's annual revenue collections.**

City of Pueblo	2023 Property Tax Revenue (Budgeted)	Plan Area Estimated Property Tax TIF (25-Year Annual Average)	Percent of Total
General Fund	\$ 20,261,090	\$ 40,522	0.2%

The Bluffs Urban Renewal Plan is not expected to generate significant revenue impacts on Pueblo County's General Fund. The Plan area's new development accounts for only 0.2% of the City's annual property tax revenue collections. The Bluffs Urban Renewal Plan will alleviate blight and facilitate new mixed-use development without significantly detracting from the City's expected revenues. **This report does not find a negative revenue impact caused by the Bluffs Urban Renewal Plan.**

Infrastructure and Service Impacts

The Bluffs Urban Renewal Plan area is located within the City of Pueblo. Future development will be served by City-owned roads and central water and sewer services. Residents generated by this development will also be served by City services, such as City of Pueblo Police. Although this is a direct impact to City services and infrastructure, this report does not find the impact to be significant. The proposed development is located in the City's R-5 zone, which allows for higher density multi-family and mixed-use development. The plan is forecasted to generate 231 new residents once completed. This is only 0.2% of the City's current population and is not likely to trigger any adverse impacts.

City Impact Conclusion

This report concludes that the Bluffs Urban Renewal Plan will not generate adverse fiscal impacts on Pueblo County revenue, infrastructure or services.

Impact Summary on Taxing Entities

This report did not find any substantial fiscal impacts to the taxing entities effected by the Bluffs Urban Renewal Plan. The projected assessed value and property tax increment of the Plan amounts to a small percentage of each taxing entities budget.

The Plan will not create fiscal, infrastructure or service burdens on the County. The proposed development will not require new County owned infrastructure or services and is located within the City of Pueblo's municipal limits. The proposed development's incremental revenues represent less than 1% of the County annual property tax collections.

The Plan will not create negative fiscal impacts to the Pueblo City School District 60, as it only represents 0.21% of its annual property tax revenue. The proposed development is mixed-use, and its residential component will generate new students. However, even after full build-out the development is projected to only increase the current pupil membership of the School district by 0.5%. This increase in pupil membership is not significant enough to trigger impacts such as capital improvements or new staff hirings. It may also help to offset the district's 5-year decline in pupil membership.

The Plan will not create negative fiscal impacts to the City of Pueblo. The Plan is expected to generate approximately \$40,522 annually in property tax TIF at the City's mill levy. This amount is unlikely to trigger negative financial burdens for the City.

Although not directly analyzed, the taxing entities such as the Regional Library District and the Water Conservancies are not likely to incur any negative impacts from this Urban Renewal Project. The proposed development represents less than 0.3% of each district's total assessed value, making the development insignificant in comparison to their current tax rolls.

The following table outlines the estimated property tax revenue that will be generated within the plan area for each taxing entity. Generating significant tax increment may prove more troublesome than ensuring that taxing entities receive adequate base revenues, which is why this report recommends that each taxing entity agree to allocate 100% of their potential tax increment revenue to the Pueblo Urban Renewal Authority in support of the Bluffs Urban Renewal Plan.

The Bluffs Urban Renewal Plan

TIF Summary Table, 25-Year Total

Tax Increment Financing Analysis		
		Estimated Tax Increment (25 Years)
Tax Entity Fund	Millage Rate	Tax District 60B
PUEBLO COUNTY	30.199	\$ 2,035,000
CITY OF PUEBLO	15.633	\$ 1,053,000
S.E.WATER CONSV DISTRICT	0.839	\$ 56,000
LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	1.503	\$ 101,000
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.889	\$ 396,000
SCHOOL DISTRICT 60	43.642	\$ 2,940,000
25 Year Total		\$ 6,584,000

Impact Report Appendix

Appendix A

Tax Increment Financing Pro Forma

The Bluffs URA Plan																													
Combined Annual Proforma		Land Development Period		Vertical Construction Period		Stabilization		1st Assessment																					
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047		
Absorption Schedule																													
Total Units		0	0	0	0	97	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Project Assessed Value																													
Total AV (Actual Value)		\$ -	\$ -	\$ -	\$ -	\$ 35,360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Project Taxable Value																													
Residential Ratio		7.15%																											
Commercial Ratio		29%																											
Residential Taxable Value		\$ -	\$ -	\$ -	\$ -	\$ 2,506,790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Commercial Taxable Value		\$ -	\$ -	\$ -	\$ -	\$ 87,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Project Assessed Value (Taxable Value)		\$ -	\$ -	\$ -	\$ -	\$ 2,593,790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Estimated Increment																													
Annual NET AV (Assessed Value)		\$ -	\$ -	\$ -	\$ -	\$ 2,593,790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Inflation Factor		3%																											
Total NET AV (Inflation Adjusted)		\$ -	\$ -	\$ -	\$ -	\$ 2,593,790	\$ 2,671,604	\$ 2,671,604	\$ 2,751,752	\$ 2,751,752	\$ 2,834,304	\$ 2,834,304	\$ 2,919,334	\$ 2,919,334	\$ 3,006,914	\$ 3,006,914	\$ 3,097,121	\$ 3,097,121	\$ 3,190,035	\$ 3,190,035	\$ 3,285,736	\$ 3,285,736	\$ 3,384,308	\$ 3,384,308	\$ 3,485,837	\$ 3,485,837	\$ 3,590,412		
Estimated Base																													
Existing Taxable Value		\$ 7,760	\$ 7,993	\$ 7,993	\$ 8,233	\$ 8,233	\$ 8,480	\$ 8,480	\$ 8,734	\$ 8,734	\$ 8,996	\$ 8,996	\$ 9,266	\$ 9,266	\$ 9,544	\$ 9,544	\$ 9,830	\$ 9,830	\$ 10,125	\$ 10,125	\$ 10,429	\$ 10,429	\$ 10,742	\$ 10,742	\$ 11,064	\$ 11,064	\$ 11,396		
Inflation Factor		3%																											
Incremental Taxable Value		\$ -	\$ (233)	\$ (233)	\$ (473)	\$ 2,593,317	\$ 2,670,884	\$ 2,670,884	\$ 2,750,778	\$ 2,750,778	\$ 2,833,068	\$ 2,833,068	\$ 2,917,828	\$ 2,917,828	\$ 3,005,130	\$ 3,005,130	\$ 3,095,051	\$ 3,095,051	\$ 3,187,670	\$ 3,187,670	\$ 3,283,067	\$ 3,283,067	\$ 3,381,326	\$ 3,381,326	\$ 3,482,533	\$ 3,482,533	\$ 3,586,776		
Project Sales Tax																													
Annual Sales Per SF		\$250																											
Retail SF		-	-	-	-	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Sales Tax %		3%																											
Total Retail SF		-	-	-	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000		
Estimated Annual Sales Tax		-	-	-	-	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500		
The Bluffs TIF Estimates		Plan Yr -->		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
Property Tax																													
Total Incremental Taxable Value		\$ -	\$ -	\$ -	\$ -	\$ 2,593,317	\$ 2,670,884	\$ 2,670,884	\$ 2,750,778	\$ 2,750,778	\$ 2,833,068	\$ 2,833,068	\$ 2,917,828	\$ 2,917,828	\$ 3,005,130	\$ 3,005,130	\$ 3,095,051	\$ 3,095,051	\$ 3,187,670	\$ 3,187,670	\$ 3,283,067	\$ 3,283,067	\$ 3,381,326	\$ 3,381,326	\$ 3,482,533	\$ 3,482,533	\$ 3,586,776		
TIF Mill Levy		97.70%																											
Annual TIF Estimate		\$ -	\$ -	\$ -	\$ -	\$ 253,380	\$ 260,959	\$ 260,959	\$ 268,765	\$ 268,765	\$ 276,805	\$ 276,805	\$ 285,086	\$ 285,086	\$ 293,616	\$ 293,616	\$ 302,402	\$ 302,402	\$ 311,451	\$ 311,451	\$ 320,772	\$ 320,772	\$ 330,372	\$ 330,372	\$ 340,261	\$ 340,261	\$ 350,446		
Discount Rate		6%																											
NPV		\$2,758,960																											
Sales Tax																													
Retail SF		-	-	-	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000		
Estimated Annual Sales Tax		\$ -	\$ -	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500		
Sales Tax TIF %		100%																											
Estimated Sales Tax TIF		\$ -	\$ -	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500		
Discount Rate		6%																											
NPV		\$71,535																											



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AMENDED AND RESTATED REDEVELOPMENT AND REIMBURSEMENT AGREEMENT
(Bluffs Opportunity Zone Business, LLC - The Bluffs Urban Renewal Project)

1.0 PARTIES. The parties to the Agreement dated the ____ day of _____, 2024 (the “Agreement”) are the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”) and BLUFFS OPPORTUNITY ZONE BUSINESS, LLC, a Colorado limited liability company (the “Developer”). The Authority and the Developer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

2.0 RECITALS. The Recitals to the Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 Capitalized Terms and Exhibits. Unless otherwise indicated, all capitalized terms used in this Agreement are defined in Section 4.0. The following Exhibits are incorporated in and made a part of this Agreement for all purposes.

Exhibit A. Description of the Property.

Exhibit B. Development Proposal.

Exhibit C. Eligible Costs and Eligible Improvements.

2.2 The Urban Renewal Plan. On or about March 12, 2024, the City Council of the City of Pueblo, Colorado (the “City”) will consider approving the Bluffs Phase 1 Urban Renewal Plan (the “Plan”), which Plan is being carried out by the Authority in cooperation with the City and in furtherance of the objectives of the Colorado Urban Renewal Law (the “Act”).

2.3 The Property and Development Plan. The Developer proposes to acquire the property described in Exhibit A (the “Property”) for the purpose of redeveloping the Property substantially in accordance with the development proposal described in Exhibit B (the “Development Proposal”) and the provisions of this Agreement. The Developer’s motivation to acquire the Property and submission of its proposal for redevelopment are directly related to inclusion of the Property within the Urban Renewal Area. All actions by the Parties related to changes in zoning, land use, platting, design and installation of public improvements (including utilities), the Developer’s agreements with the City required to carry out the Development Plan, the financing obligations of the Parties, and all other activities and undertakings described in this Agreement and related agreements with the City and other entities are intended to carry out the Urban Renewal Project in accordance with the Act and the Plan.

2.4 Purpose. This Agreement is part of the Urban Renewal Project contemplated by the Act and the Plan and may be submitted to the Pueblo County Assessor by the Authority as evidence of a direct relationship between the Authority’s redevelopment efforts and the receipt of property tax allocation revenues described in Section 31-25-107(9) of the Act. The purpose of this Agreement is to : (a) combat, prevent, and eliminate conditions of blight in the Urban Renewal Area and otherwise implement and further the purposes of the Act and the Plan; (b) further the policy of the City to provide or preserve gainful employment for citizens of the City; (c) increase the supply of available housing in the City as part of the undertakings and activities required to carry out the Urban Renewal Project; (d) develop, construct, preserve, and improve the quality of public and private improvements in the Urban Renewal Area; (e) afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise; and (f) redevelopment of the Property by facilitating the construction of the Improvements. Such Improvements are expected to further the purposes and goals of the Plan and Urban Renewal Project.

3.0 TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as set forth in this Agreement.

4.0 DEFINITIONS. Unless a different meaning clearly appears from the context, the following definitions apply to capitalized terms in this Agreement.

“Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes.

“Agreement” means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to the Agreement unless otherwise qualified.

“Authority” means the Party identified in Section 1.0, and its successors and assigns.

“Base Value” means the base assessed value of taxable property in the Urban Renewal Area for determining Pledged Property Tax Increment Revenue each year during the Term as calculated and adjusted by the Pueblo County Assessor in accordance with the Act and applicable regulations of the Property Tax Administrator of the State of Colorado.

“Certificate of Occupancy” shall have the same meaning as set forth in the Pueblo Municipal Code.

“City” means the City of Pueblo, Colorado.

“Commence Construction” or “Commencement of Construction” means the visible commencement by the Developer of actual physical construction and operations on the Property for the erection of the Improvements, without limitation, obtaining all required permits and licenses and installation of a permanent required construction element, such as a caisson, footing, foundation or wall.

“Complete Construction” and “Completion of Construction” mean (a) for the Private Improvements, the issuance of a Certificate of Occupancy by the City so that the Private Improvements described in such certificate may open for permanent occupancy and utilization for their intended usage; (b) for the Public Improvements construction acceptance by the City (or other entity having jurisdiction), subject to conditions of maintenance and warranty.

“Default” means a default or breach of this Agreement as set forth in Section 11.0.

“Developer” means the Party identified in Section 1.0 and any successor or assign approved in accordance with Section 6.6.

“Development Proposal” means, as a necessary part of the Urban Renewal Project, the concept for redevelopment of the Property and construction of the Improvements described in Exhibit B.

“Eligible Costs” means the reasonable certified and approved costs of the Eligible Improvements paid by the Developer for the Eligible Improvements, including reasonable soft costs but not to exceed \$7,859,673 plus interest as follows: To the extent that Developer pays any Eligible Costs, interest reimbursed by the Authority under this Agreement on such payment of Eligible Costs shall commence to accrue on the amount of any such payment by the Developer as of the date such certified Eligible Costs are approved by the Authority in accordance with Section 6.3 and continue on any unreimbursed amounts during the Term. Unless otherwise approved in writing by the Authority, interest payable to or on behalf of the Developer on any such payment of Eligible Costs shall accrue

as simple interest at a fixed rate of 7%. Notwithstanding the foregoing, the Authority shall at all times during the Term have the unqualified right to issue bonds or other debt to pay such such certified and approved Eligible Costs on terms and conditions as it may deem to be in the public interest.

“Eligible Improvements” means those improvements listed in Exhibit C the Eligible Costs of which are to be reimbursed to the Developer under this Agreement.

“Improvements” mean all the improvements that the Developer is required to construct under this Agreement.

“Party” or “Parties” means the Authority or the Developer or both and their successors and assigns.

“Plan” means the urban renewal plan described in Section 2.2.

“Pledged Property Tax Increment Revenue” means eighty-eight percent (88%) of the amount of property tax increment revenue allocated to and received by the Authority each year during the Term in accordance with Section 31-25-107 (9)(a)(II) of the Act from the ad valorem tax levy of the taxing bodies that levy in the Urban Renewal Area in excess of the Base Value but not including (a) any offsets or reserve funds required to pay taxpayer refunds by Sections 31-25-107(9)(a)(III) and 107(9)(b) of the Act and (b) any administration and collection fees charged by the Pueblo County Assessor or Treasurer.

“Private Improvements” means those improvements constructed on the Property that are subject to the imposition of ad valorem property taxes that produce Tax Increment Revenue.

“Property” means the real property described and depicted in Exhibit A.

“Public Improvements” means the public improvements required to serve the Property and Private Improvements and dedicated or otherwise transferred to the City or other public entity for operation and maintenance.

“Reimbursement Obligation” means the obligation of the Authority to reimburse the Developer for Eligible Costs from the Pledged Property Tax Increment Revenue during the Term in accordance with this Agreement, including Section 7.0.

“Special Account” means the account established by the Authority into which shall be deposited the Pledged Property Tax Increment Revenue when and as received by the Authority.

“Special Fund” means the fund described in Section 107(9)(a) of the Act into which the Authority will deposit the property tax increment revenue paid to the Authority by the Pueblo County Treasurer from the Urban Renewal Area during the Term.

“Term” means the first to occur (a) payment of the Reimbursement Obligation, or (b) for Pledged Property Tax Increment Revenue, expiration of the time the Authority is authorized to receive that revenue pursuant to the Act and the Plan.

“Urban Renewal Area” means all the area of real property, including public right of way within the boundaries described and delineated in the Plan.

“Urban Renewal Project” shall have the same meaning as described in the Act and the Plan. All activities and undertakings pursuant to this Agreement are part of and in furtherance of the Urban Renewal Project.

5.0 CONDITIONS PRECEDENT. This Agreement and the respective obligations of the Parties under this Agreement are conditioned upon the following events, each of which must be satisfied or waived by both Parties on or before the date specified for each event.

5.1 Approval of the Plan. The City Council must approve the Plan on or before April 1, 2024.

5.2 Acquisition of the Property. The Developer must be able to complete acquisition of the Property on terms and conditions satisfactory to the Developer on or before April 1, 2024.

5.3 Developer Financing. The Developer must be able to obtain the Developer Financing in accordance with Section 6.1 on or before December 31, 2024.

5.4 Approvals and Permits. After commercially reasonable attempts to do so, the Developer must obtain all required approvals and permits and shall Commence Construction of the Improvements on or before December 31, 2024.

5.5 Failure of Conditions; Termination. If each and every of the foregoing conditions precedent have not been satisfied or waived in writing by the Parties on or before the respective dates (or any written extension of such dates executed by the Parties) listed for each event, either Party may terminate this Agreement by giving written notice to the other. Thereafter this Agreement will terminate and become null and void and of no effect within thirty (30) days after receipt of such notice of termination unless the Parties have otherwise agreed in writing. Upon such termination no action, claim or demand may be based on any term or provision of this Agreement, and each Party shall pay its own costs and expenses related to this Agreement. In addition, the Parties agree to execute a mutual release or other instruments reasonably required to effectuate and give notice of such termination and to accomplish the terms hereof.

6.0 OBLIGATIONS OF THE DEVELOPER. Unless this Agreement has been terminated in accordance with Section 5.4, the Developer shall have the following obligations under this Agreement.

6.1 Developer Financing. The Developer agrees to use commercially reasonable efforts to obtain the necessary financing to construct the Improvements on the Property (the “Developer Financing”) and obtain the Authority’s approval of such financing on or before December 31, 2024. It is agreed by the Parties that the Authority’s Reimbursement Obligation and the right of the Developer to receive payment of Eligible Costs when and as required is a necessary component of the Developer Financing. The Parties agree to cooperate with one another in obtaining the Developer Financing by providing one another with such information, certifications, assurances, opinions and by amending or modifying agreements, including this Agreement, as may be reasonably required in connection with such financing, provided, that neither Party shall be required to make amendments or modifications that substantially or materially change the rights or obligations of the Parties under this Agreement.

6.2 Construction of Improvements. All construction required by this Agreement shall comply with all applicable ordinances of the City. The Developer agrees to obtain all approvals required to obtain the required permits and Commence Construction of the Private Improvements on or before June 1, 2025 and Complete Construction or cause completion of the Improvements, including the Eligible Improvements, on or before December 31, 2026.

6.3 Cost Certification. Eligible Costs shall be documented and certified by the Developer as set forth in this Section 6.3. All applications for approval of Eligible Costs shall include a certification signed by the Developer’s general contractor and an authorized representative of the Developer. The certificate shall state that the information contained therein is true and accurate to the best of each individual’s information and belief and, to the

best knowledge of such individual, qualifies as Eligible Costs. Such submissions shall include copies of backup documentation supporting the listed cost items, including bills, statements, pay request forms from first-tier contractors and suppliers, conditional lien waivers, and copies of each check issued in payment of such costs. Such certification shall include a statement that the Eligible Costs included in the certificate were actually incurred and have not been previously reimbursed. Statements for certification and payment of Eligible Costs shall not include advance payments of any kind for unperformed work or materials not delivered and stored on the Property.

6.4 Insurance. At all times while the Developer is engaged in preliminary work on the Property or adjacent streets and during the period from the Commencement of Construction until Completion of Construction of the Improvements, the Developer shall carry, or cause its general contractor to carry, and, upon request, will provide the Authority with proof of payment of premiums and certificates of insurance as follows:

6.4.1 Builder's risk insurance (with a deductible not to exceed \$25,000.00) in an amount equal to 100% of the replacement value of the Improvements at the date of Completion of Construction;

6.4.2 Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) and umbrella liability insurance with a combined single limit for both bodily injury and property damage of not less than \$1,000,000.00. Such insurance may carry a deductible in an amount not to exceed \$10,000.00 per claim for property damage and \$10,000.00 per claim for employee benefits;

6.4.3 Worker's compensation insurance, with statutory coverage, including the amount of deductible permitted by statute.

All such insurance policies shall be issued by responsible companies selected or approved by the Developer, subject to the reasonable Approval of the Authority and the City. The Developer shall deliver to the Authority and the City policies or certificates evidencing or stating that such insurance is in force and effect. Each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and to the Authority and the City at least 30 days before the date the cancellation or modification becomes effective and shall name the Authority and the City as additional insureds, specifying that the insurance shall be treated as primary insurance.

6.5 Indemnification. The Developer will defend, indemnify, assume all responsibility for and hold harmless the City, the Authority, members of City Council, Authority Board members, and their officers and employees (including, without limitation, for attorney fees and costs) from all claims or suits for and damages to property and injuries to persons, including accidental death, that may be caused by any of the construction activities under this Agreement, whether such activities are undertaken by the Developer or anyone directly or indirectly employed by or under contract to the Developer and whether such damage shall accrue or be discovered or after termination of this Agreement.

6.6 Damage Repair. Notwithstanding any language in any agreement to the contrary, prior to Completion of Construction of the Improvements, the Developer shall repair any damage to improvements, including public improvements located outside of the boundary lines of the Property, caused by the Developer (or contractors, agents, employees, or other parties acting for or on the behalf of the Developer) during construction of the Improvements, including, without limitation, damage to public streets and rights of way. Damage must be identified or waived in writing by authorities having jurisdiction prior to approval by the Authority that Developer is eligible for a certificate of occupancy. The Developer shall not be deemed to have achieved Completion of Construction unless and until all such repairs have been completed and approved by the Authority, and the City.

6.7 Restrictions on Assignment and Transfer. Until Completion of Construction, the Developer shall not assign all or any part of or any interest in this Agreement or the Property or the right to receive the Pledged

Property Tax Increment Revenue, without the prior written approval of the Authority. Following Completion of Construction, the Developer is free to transfer or assign the Property and the right to receive the Pledged Property Tax Increment Revenue, together or separately, without the consent of the Authority. The granting of a mortgage by the Developer for purposes of financing the Completion of Construction shall not constitute an assignment or transfer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. Approval of a transfer by the Authority shall not relieve the Developer of its obligations hereunder unless the Authority agrees in writing. The Authority shall not be obligated to approve any assignment or transfer that does not include transfer of all of the rights and responsibilities under this Agreement to a qualified transferee approved by the Authority.

6.8 Ad Valorem Property Taxes. The Parties agree that the Authority's willingness to enter into this Agreement is based on the projected assessed value of the Property after construction of the Private Improvements.

6.9 Access to Property. Prior the Completion of Construction, the Developer shall permit representatives of the Authority, and the City access to the Property and the Improvements at all reasonable times that they deem necessary for the purpose of carrying out or determining compliance with the Agreement, the Plan, or any City code or ordinance, including, without limitation, inspection of any work being conducted on thereon. No charge or compensation in any form will be payable for the access provided in this section, except that any party shall indemnify and hold harmless the Developer for any loss or damage or claim for loss or damage (including reasonable legal fees) resulting from any such entrance and inspection.

7.0 OBLIGATIONS OF THE AUTHORITY. The Reimbursement Obligation of the Authority is to reimburse the Developer for actual certified Eligible Costs of the Eligible Improvements from Pledged Property Tax Increment Revenue during the Term. Cost savings in one category of the list on Exhibit C may be applied to cost overruns in another category.

7.1 Special Account; Annual Payments. Subject to the provisions of this Agreement, during the Term, the Authority agrees to establish, make deposits of Pledged Property Tax Increment Revenue within ten (10) business days after receipt into and make disbursements from a separate account of the amounts required to make each year's Reimbursement Obligation payment (the "Special Account"). During the Term, the annual payments constituting that year's installment of the Reimbursement Obligation shall be due and payable on or before December 1 of each year. No interest of any kind shall be charged or paid as part of the Reimbursement Obligation.

7.2 Amounts Payable. During the Term, the Reimbursement Obligation shall be payable solely from Pledged Property Tax Increment Revenue as defined herein.

7.3 Nature of the Reimbursement Obligation. The Authority hereby irrevocably pledges the Pledged Property Tax Increment Revenue to payment of the Reimbursement Obligation. The Pledged Property Tax Increment Revenue, when and as received by the Authority shall be subject to the lien of such pledge without any physical delivery, filing, or further act. The Authority shall transfer the amounts in the Special Account as specified in this Agreement. The Authority shall keep, maintain, and apply the Pledged Property Tax Increment Revenue as required to payment of the Authority's Reimbursement Obligation. The Authority's Reimbursement Obligation established by this Agreement is and shall be an obligation of the Authority pursuant to Section 31-25-107(9), C.R.S. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S., to this Agreement. Creation, perfection, enforcement and priority of the pledge of the Pledged Property Tax Increment Revenue as provided herein shall be governed by Section 11-57-208, C.R.S. and this Agreement. The lien of such pledge on the Pledged Property Tax Increment Revenue and the obligation to perform the contractual provisions made herein shall have priority over any of all other obligations and liabilities of the Authority with respect to the Pledged Property Tax Increment Revenue.

7.4 Books and Accounts. The Authority will keep, or cause to be kept, proper and current book and accounts in which complete and accurate entries shall be made of the amount of Pledged Property Tax Increment Revenue received by the Authority and the amounts deposited into and paid out from the Special Account.

7.5 Inspection. All books, records and reports (except those required by applicable law to be kept confidential) in the possession of the Authority relating to the Pledged Property Tax Increment Revenue, allocation of such revenue to the Special Account, including the books and records described in Section 7.4, shall at all reasonable times be open to inspection by the Developer.

8.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if delivered in person, by prepaid overnight express mail or reputable overnight courier service, by certified mail or registered mail, postage prepaid return receipt requested, addressed to the Party to whom such notice is to be given at the address set forth in the signature page below, or at such other address as has been previously furnished in writing, to the other Party.

9.0 EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

10.0 DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, pandemics, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, that are beyond the control of such Party.

11.0 DEFAULT. Time is of the essence, subject to Section 10.0 above. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by any Party, then any non-defaulting Party may seek any remedy available at law or in equity, including damages; provided, however, damages, if any, recoverable by the Developer shall be limited only to the amounts payable under this Agreement when and as received by the Authority. No special, consequential, or punitive damages shall be payable for any default under this Agreement.

12.0 SECTION CAPTIONS. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

13.0 ADDITIONAL DOCUMENTS OR ACTIONS. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

14.0 AMENDMENT. This Agreement may be amended only by an instrument in writing signed by the Parties.

15.0 WAIVER OF BREACH. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach by any Party.

16.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado and venue for any litigation shall be in the district court in and for Pueblo County, Colorado.

17.0 BINDING EFFECT. This Agreement shall insure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

18.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute by one and the same instrument.

19.0 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

20.0 NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

21.0 MINOR CHANGES. The Parties executing this Agreement are authorized to make non-substantive corrections to this Agreement and attached exhibits, if any, as the Parties mutually consider necessary.

22.0 DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open of the transaction of business.

23.0 GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

24.0 PARTIES NOT PARTNERS. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint ventures, and no Party shall be responsible for any debt or liability of any other Party.

25.0 NONLIABILITY OF OFFICIALS, AGENTS AND EMPLOYEES. No council member, board member, commissioner, official, employee, consultant, attorney or agent of the Authority or the City shall be personally liable to the Developer under the Agreement or in the event of any default or breach by the City or Authority or for any amount that may become due to the Developer under the Agreement.

26.0 CONFLICTS OF INTEREST. None of the following shall have any personal interest, direct or indirect, in the Agreement: A member of the governing body of the Authority or of the City; an employee of the Authority or of the City who exercises responsibility concerning the Plan or this Agreement. None of the above persons or entities shall participate in any decision relating to the Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

27.0 ANTIDISCRIMINATION. The Developer, for itself and its successors and assigns, agrees that in the construction of the Improvements provided for in the Agreement and in the use and occupancy of the Property and the Improvements, the Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, disability, marital status, sexual orientation, ancestry, or national origin.

28.0 GOVERNMENTAL IMMUNITY. The Authority, its officers and employees are relying on and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., as amended, or otherwise available to the Authority and its officers and employees.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of the day first above written.

ATTEST:

Secretary

THE PUEBLO URBAN RENEWAL AUTHORITY

Chairperson
115 E. Riverwalk, Suite 410, Pueblo, CO 81003

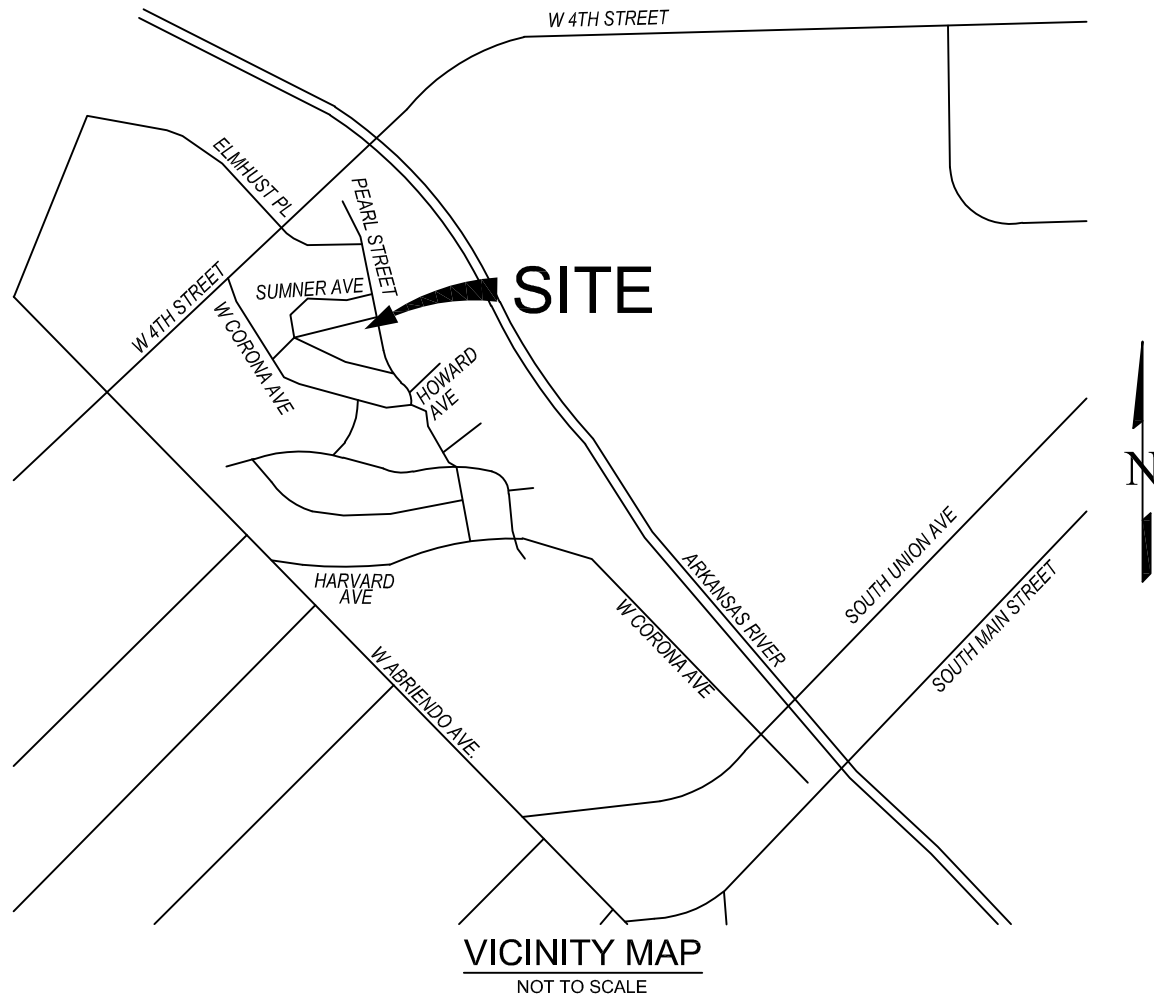
BLUFFS OPPORTUNITY ZONE BUSINESS, LLC

Title:
770 Locust Street, Denver, CO 80220

Exhibit A – Property Description

[Attach Rearrangement of Property Boundaries – RPB-22-08]

REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-08
A PORTION OF DELAVAN PLACE
BEING A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



KNOW ALL MEN BY THESE PRESENTS:

BLUFFS OPPORTUNITY ZONE BUSINESS, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED PARCELS OF LAND:

LEGAL DESCRIPTION:

HEREBY REQUESTS:

(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 COLRADO

(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.

VACATION OF RIGHT-OF-WAYS PER PUEBLO CITY ORDINANCE NO.10322,

EXCEPT THE RIGHT-OF-WAY DEDICATION, ORDINANCE NO. 15046.

A REARRANGEMENT OF PROPERTY BOUNDARIES AS SHOWN HEREON INTO PARCEL A.

OWNER:

THE AFOREMENTIONED, BLUFFS OPPORTUNITY ZONE BUSINESS, LLC, A COLORADO LIMITED LIABILITY COMPANY BY DAVID
COPPERMAN, MANAGER, HAS EXECUTED THIS DOCUMENT ON THIS ____ DAY OF _____, 202__ A.D.

BLUFFS OPPORTUNITY ZONE BUSINESS, LLC, A COLORADO LIMITED LIABILITY COMPANY, DAVID COPPERMAN, MANAGER

NOTARIAL:

STATE OF)
COUNTY OF) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 202__ A.D., BY DAVID
COPPERMAN, MANAGER.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

NOTICE:

ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION
BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU
FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON
ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM
THE DATE OF THE CERTIFICATION SHOWN HEREON.

GENERAL NOTES:

- ALL REFERENCES HEREON TO DEPOSIT NUMBERS ARE PUBLIC DOCUMENTS FILED
IN THE RECORDS OF PUEBLO COUNTY, STATE OF COLORADO.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND
SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO
(2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- EDWARD-JAMES SURVEYING, INC. RELIED UPON PROPERTY INFORMATION BINDER
POLICY NO. PIB35058070.14009463, WITH AN EFFECTIVE DATE OF DECEMBER 02, 2021
AT 5:00 P.M. AND TITLE COMMITMENT ORDER NUMBER PBC35057910-2, WITH AN
EFFECTIVE DATE OF FEBRUARY 1, 2022 AT 5:00 P.M. , BOTH DOCUMENTS PREPARED
BY LAND TITLE GUARANTEE COMPANY. NUMBERS IN OUR COMMENTS
CORRESPOND TO THE NUMBERING SYSTEM USED IN SAID DOCUMENTS.
- LAST FIELD INSPECTION OF THIS SITE WAS ON MARCH 3, 2022.

APPROVAL:

THIS IS TO CERTIFY THAT THIS REARRANGEMENT OF PROPERTY BOUNDARIES TO ESTABLISH BUILDING SITES WAS APPROVED
BY THE SUBDIVISION REVIEW COMMITTEE OF THE CITY OF PUEBLO, STATE OF COLORADO, AND WILL BECOME EFFECTIVE UPON
RECORDATION WITH THE PUEBLO COUNTY CLERK AND RECORDER.

DATE: _____ BY: _____
DIRECTOR OF PARKS AND RECREATION DEPARTMENT

DATE: _____ BY: _____
DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

DATE: _____ BY: _____
DIRECTOR OF PUBLIC WORKS DEPARTMENT

DATE: _____ APPROVAL ATTESTED BY: _____
ADMINISTRATIVE OFFICIAL

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON
THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY STATE THAT THIS
PLAT HAS BEEN PREPARED UNDER MY RESPONSIBLE CHARGE IN JUNE OF 2022 TO NORMAL
STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF
COLORADO, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS
STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

REVISIONS	NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.	926 Elkton Drive Colorado Springs, CO 80907 Office: (719) 576-1216 Fax: (719) 576-1206	4732 Eagleridge Circle Pueblo, CO 81008 Office: (719) 545-6240 Fax: (719) 545-6247
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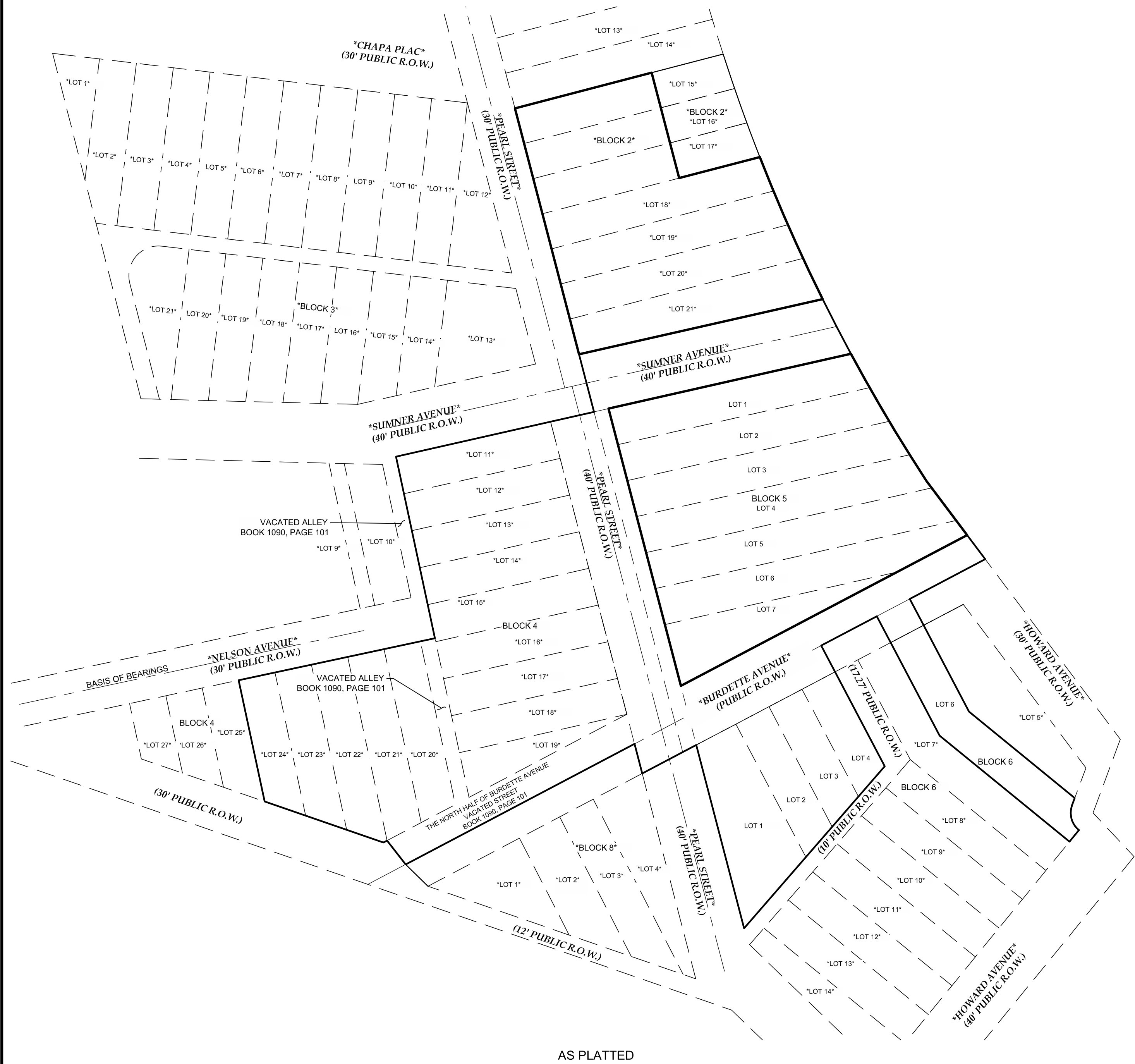
REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-08	A PORTION OF DELAVAN PLACE BEING A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO
---	--

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 50'
JOB NO.	2299-00
DATE CREATED	6/28/22
DATE ISSUED	XX/XX/XX
SHEET NO	1 OF 2

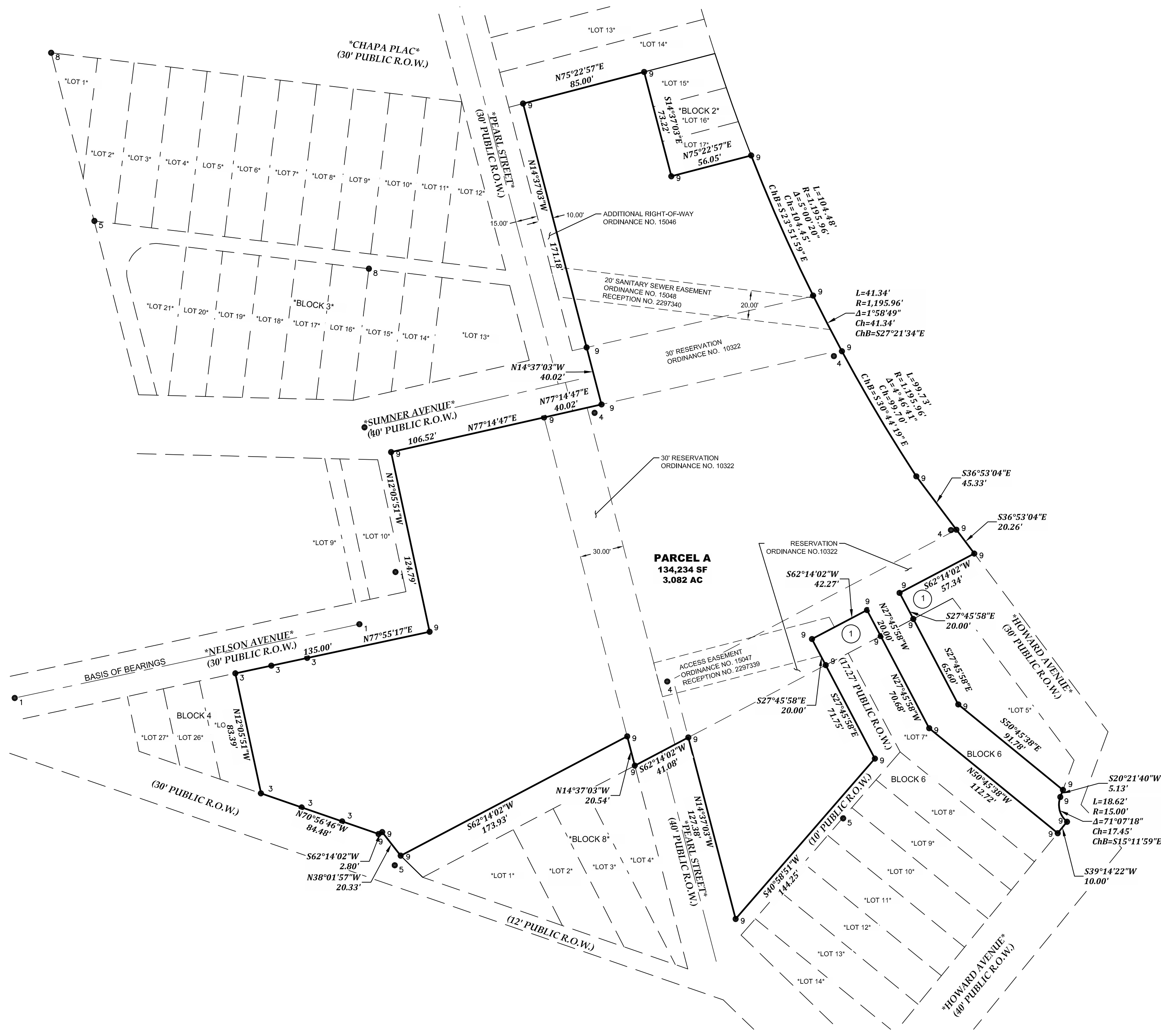
REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-08

A PORTION OF DELAVAN PLACE

BEING A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



AS PLATTED



AS REARRANGED

MONUMENT LEGEND:

- 1 FOUND 2" ALUMINUM CAP STAMPED "CITY OF PUEBLO LS 31925" IN MONUMENT BOX
- 2 FOUND 3-1/4" ALUMINUM CAP STAMPED "CDOT PLS 29034 ROW MONUMENT PROJ 13141"
- 3 FOUND NO. 3 REBAR AND YELLOW PLASTIC CAP STAMPED "JAY 25948"
- 4 FOUND NO. 5 REBAR AND BLUE PLASTIC CAP STAMPED "GEOMARK PLS 33649" POINT NO 58 ROW MONUMENT" (DID NOT ACCEPT)
- 5 FOUND NO. 4 REBAR
- 6 FOUND NO. 5 REBAR
- 7 FOUND NO. 4 REBAR AND YELLOW PLASTIC CAP STAMPED "RLS 12697"
- 8 FOUND NO. 4 REBAR AND YELLOW PLASTIC CAP STAMPED "CO LS REG 6128"
- 9 SET NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"

NOTE:

- 1 REMAINING BURDETTE AVENUE RIGHT-OF-WAY. REFER TO DELAVAN PLACE RIGHT-OF-WAY VACATION PLAT RECEPTION NUMBER _____

NOTICE:

ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NO.	REVISIONS	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247



REARRANGEMENT OF PROPERTY BOUNDARIES RPB-22-08

A PORTION OF DELAVAN PLACE
BEING A PORTION OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 50'
JOB NO.	2299-00
DATE CREATED	6/28/22
DATE ISSUED	XX/XX/XX
SHEET NO	2 OF 2

Exhibit B – Development Proposal

The Bluffs Phase 1 Urban Renewal Plan 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, are in disrepair. The physical characteristics, the surveyed parcels are irregularly shaped offering difficult site setback constraints not normally encountered. The site was originally a “ravine” that fed the Arkansas River but in the 1950s was used as a fill site, leveling out the ravine by dumping undocumented fill here to make it level with the adjacent areas. It is uncompacted and contains debris requiring soil remediation in order to create a buildable site. Finally this is an old neighborhood with very incomplete utility infrastructure; the water line does not continue through Pearl street and therefore has to be extended and the pressure in the local gas line cannot handle any new service without replacing the existing line back to the sub-station a mile away.

This project when completed is going to be a 98-unit apartment building. As a combination of junior 1 bedroom, 1 bedroom and 2 bedroom apartments, it plans to cater to professionals, young couples and families as well as those looking to downsize their home and move closer to an urban setting. Located just south of 4th st along Pearl st and overlooking the Rapids Kayak Park, the Arkansas River, down town and Pike’s Peak the project hopes to attract renters from both within Pueblo as well as those renters looking for an alternative to Denver and Colorado Springs. The urban adjacency to downtown and I-25 but also its physical connection to the Arkansas river, trails, and biking, combine for a location that will appeal to those Puebloans seeking access to an outdoor-urban lifestyle and those wanting to move to our city.

This project will bring much needed housing to Pueblo, but also new housing to begin to replace the aging housing available.

Exhibit C – Eligible Improvements and Eligible Costs

Category	Detail	6/6/2023
Designing	Environmental Engineering	\$ 25,237
	Geotech / survey / Site Engineering	\$ 324,090
Demolition	Existing conditions	\$ 101,826
	Site Preparation, incl excavation	\$ 1,109,922
	Earthwork and unsuitable soil disposal	\$ 602,050
	deep foundations	\$ 447,000
	Foundations	\$ 767,468
Utilities	Site Utilities	\$ 555,401
	Tap Fees	\$ 562,626
	reroute existing utilities	\$ 74,400
Life Safety	Elevators	\$ 437,262
	Fire Suppression	\$ 538,645
	Fire Alarm	\$ 350,570
Exterior		
	Paving	\$ 238,366
	sidewalks & hardscape	\$ 310,646
	offsites required per City Agreement	\$ 242,994
Mechanical	system required improvements in lieu of Xcel \$1.3m new line	
	Mechanical	\$ 612,500
	Appliance	\$ 16,170
	Plumbing	\$ 122,500
	Building Energy Offset of 15% per code that would be otherwise avoidable	\$ 420,000
		\$ 7,859,673



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, Interim 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.

PREVIOUS COUNCIL ACTION:

At the request of the Pueblo Urban Renewal Authority (PURA), City Council removed the subject ordinance from the November 30, 2023, and January 8, 2024, City Council Agendas.

BACKGROUND:

PURA Board of Commissioners directed its staff to procure a study to determine whether there are blighting factors for the property located at 3214 N. Elizabeth Street. Ten of the eleven necessary blighting factors were present in the Survey Area as determined by PURA's consultant, Pioneer Development Company.

The purpose of this Plan is to eliminate the conditions of blight that exist in the Survey Area and facilitate the development of a new 122 room hotel which implement certain provisions of the Comprehensive Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help provide hospitality services in the City, attract and leverage private investment, and leverage public investment and funding mechanisms to provide necessary public infrastructure to serve the Area.

FINANCIAL IMPLICATIONS:

None. Future incremental tax revenues above the current tax base would not exist but

for the redevelopment of the property.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission determined the proposed project meets the requirements of the City's Comprehensive Plan and recommended approval at their November 8, 2023, Regular Meeting.

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:

None.

RECOMMENDATION:

The Pueblo Urban Renewal Authority Board of Commissioners recommends approval of this Ordinance.

ATTACHMENTS:

1. Hotel Urban Renewal Plan 10.13.2023 P&Z changes Final Draft
2. Hotel Conditions Survey 8.19.2023
3. Hotel Urban Renewal Plan Impact Report 8.28.2023

ORDINANCE NO.

AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE NORTH ELIZABETH HOTEL URBAN RENEWAL PLAN

WHEREAS, pursuant to the Colorado Urban Renewal Law (the “Act”), the Pueblo Urban Renewal Authority commenced a study of an area (the “Area”) of Pueblo (the “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; and

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 Sections 31-25-101, *et seq.*, C.R.S. of the Act; and

WHEREAS, the Consultant prepared, submitted, and presented to the Authority and City Council a document entitled “Hotel Conditions Survey” (the “Survey”) dated August 18, 2023, which describes in detail the conditions in the Area and is incorporated herein by this reference; and

WHEREAS, the Consultant prepared, and the Authority has approved, the North Elizabeth Hotel Urban Renewal Plan for the (the “Plan”), a copy of which has been approved as to form by the City Attorney and is attached hereto and incorporated herein; and

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; and

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 days prior to the public hearing; and

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 (the “Urban Renewal Area”) informing them of the public hearing at least thirty days prior to the public hearing; and

WHEREAS, the Pueblo Planning and Zoning Commission has determined that the Plan complies with the Pueblo Regional Comprehensive Plan (the “Comprehensive Plan”), which is the general plan for the development of the City as a whole; and

WHEREAS, the Plan contains provisions that allocate property tax increment revenues derived from the levies of taxing entities that levy property taxes in the Urban Renewal Area included in the Plan (the “Taxing Entities”), and

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 (the “Impact Report”) prepared by the Consultant that describes the burdens and benefits of the Plan on the revenues and services of such Taxing Entities; and

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 March 11, 2024, 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.

The Taxing Entities have reached agreement with the Authority 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.

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.

It is not expected that any relocation of individuals and families will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of individuals and families in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families.

SECTION 7.

It is not expected that any relocation of business concerns will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of such business concerns in the Urban Renewal Area or in other areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

SECTION 8.

The Pueblo Urban Renewal Authority has taken reasonable efforts to provide written notice of the public hearing prescribed by Section 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 days prior to the public hearing on the Plan.

SECTION 9.

Section 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.

Section 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 Pueblo Regional Comprehensive Plan, which is the general plan for the development of the City of Pueblo 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 City, 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 as a result 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 Sections 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 through the exercise of eminent domain.

SECTION 16.

The North Elizabeth Hotel Urban Renewal Plan has been duly reviewed and considered and is hereby approved. The Authority is hereby authorized to take any and all actions pursuant to the Act to carry out the Plan.

SECTION 17.

This Ordinance shall become effective upon final passage and approval.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



The North Elizabeth Hotel Urban Renewal Plan

August 18th, 2023

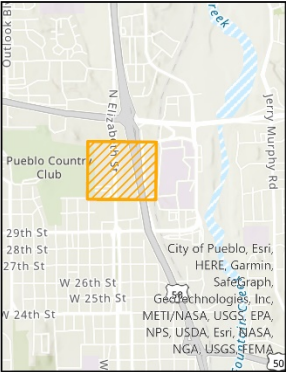
Prepared by:
Pueblo Urban Renewal Authority (PURA)

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, , 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 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.

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.

In addition to this conformance, the Plan will remediate blighting conditions and attract development that aligns with the following “Key Themes”:

- 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.

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.

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.

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 codes 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

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. Land Acquisition

To carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation. The Authority may acquire any interest in property by any manner available. The Authority may acquire property in the Area for the following reasons: To eliminate or prevent conditions of blight; to carry out one or more objectives of the Plan; to assemble property for redevelopment by private enterprise; for needed public improvements; and for any other lawful purpose authorized by the Plan, the Act or any other applicable law.

Acquisition of property by eminent domain is not authorized unless the City Council approves, by majority vote, the use of eminent domain by the Authority in accordance with the Act and other applicable laws.

B. Relocation

If acquisition of property displaces any individual, family, or business concern, the Authority may assist such party in finding another location, and may, but is not obligated to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine and as may be required by law.

C. Demolition, Clearance, and Site Preparation

The Authority may demolish and clear those buildings, structures, and other improvements from property it acquires if such buildings, structures, and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may provide rough and finished site grading and other site preparation services as part of a comprehensive redevelopment program.

D. Property Management

During such time as any property is acquired by the Authority, for disposition for redevelopment, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation. Notwithstanding the foregoing, the Authority may acquire property, develop, construct, maintain, and operate thereon buildings, and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

E. Public Improvements

The Authority will cooperate with the City and other public bodies to install, repair or replace necessary public infrastructure including, but not limited to, public streets, ADA accessible routes, stormwater improvements outside the scope of the City Storm Water Enterprise, park and recreation amenities and multi-use recreational trails in the Area.

F. Land Disposition, Redevelopment and Rehabilitation

The Authority may dispose of property it acquires by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers.

The Authority may also enter into owner participation agreements with property owners in the Area for the development, redevelopment, or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners. The Authority may develop, construct, maintain, and operate buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

Compliance with the Plan and, if adopted by the Authority, the Design Guidelines and Standards and City codes and ordinances. Covenants to begin and complete development, construction, or rehabilitation of both public and private improvements within a period of time deemed to be reasonable by the Authority.

The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

G. 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, other municipalities 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 and outside of the Area to properly and efficiently carry out the goals and objectives of this Plan.

H. Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan in the Area may be undertaken and performed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any and all applicable laws.

VI. PROJECT FINANCING

The Authority is authorized to finance activities and undertakings under this Plan by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City or County; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities; sale of securities; loans, advances and grants from any other available source.

Any and all financing methods legally available to the City, the County, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements described or anticipated in the Plan or in any manner related or incidental to the development of the Urban Renewal Area. Such methods may be combined to finance all or any part of activities and undertakings throughout the Urban Renewal Area. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority or the City or the County to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue notes, bonds or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Plan. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest, and any premiums due on or in connection with such indebtedness may be paid from any funds available to the Authority.

The Project may be financed by the Authority under the tax allocation financing provisions of the Act. Under the tax allocation method of financing the Project, property taxes levied after the effective date of the approval of this Plan upon taxable property in the Urban Renewal Area each year by or for the benefit of each public body that levies property taxes in the Area, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this tax allocation provision, as follows:

Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for such 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 the Plan or, as to an area later added to the Urban Renewal Area, and the effective date of the modification of the Plan shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

Increment Amount

That portion of said property taxes in excess of such base amount shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Project.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

The increment portion of the taxes, as described in this subparagraph 2, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority to finance the Project.

VII. CHANGES IN APPROVED PLAN

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

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

DRAFT

EXHIBIT B PURA PLAN MAP





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.

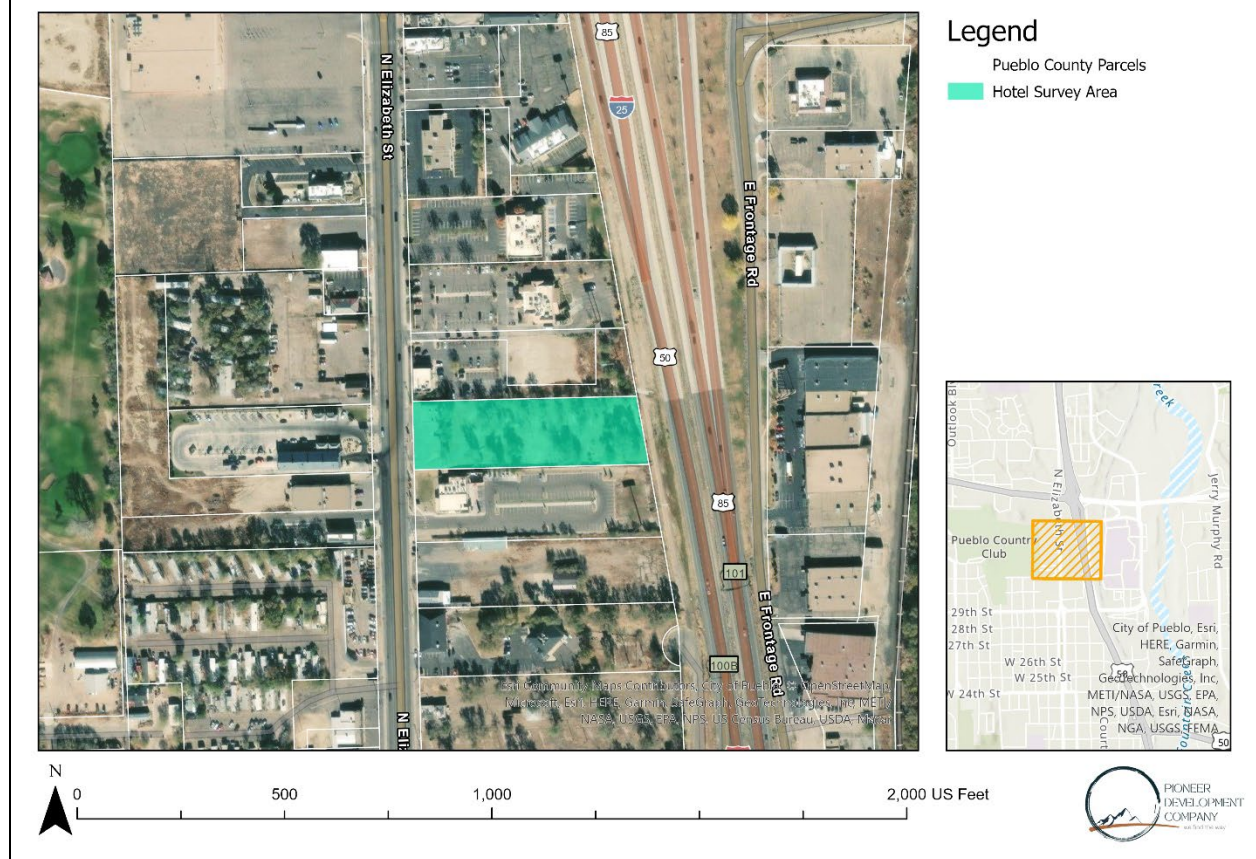
The proposed Urban Renewal Plan area was carefully surveyed using a holistic analysis. Observations were taken during a field visit that identified the presence of statutorily defined blighting factors throughout the area. These observations were supplemented with background research on the site and 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=>

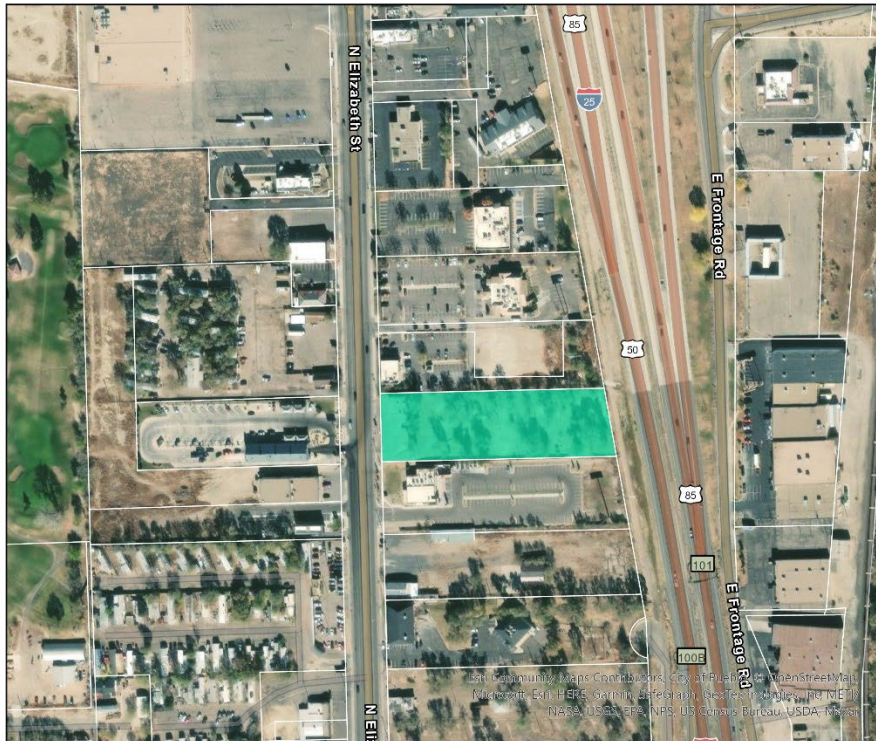
² Pueblo Regional Comprehensive Plan, 2022, p. 130 https://county.pueblo.org/sites/default/files/2022-10/PuebloRegionalComprehensivePlan_Sept22_R.pdf

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

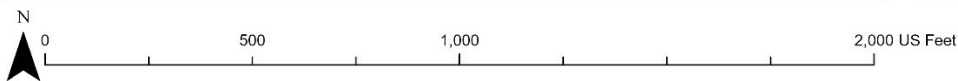
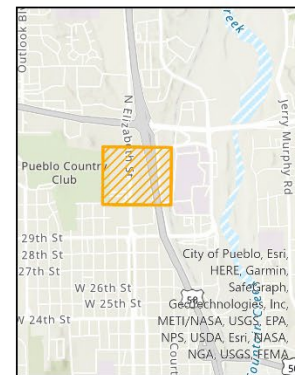
The Plan area includes one (1) parcel. The total equalized assessed value (taxable value) of this parcel, according to the County Assessor's database 2023 valuations, is \$90,062. The total actual value of this parcel, according to the County's Assessor's database 2023 valuations is \$296,740.

Conditions Survey Area



Legend

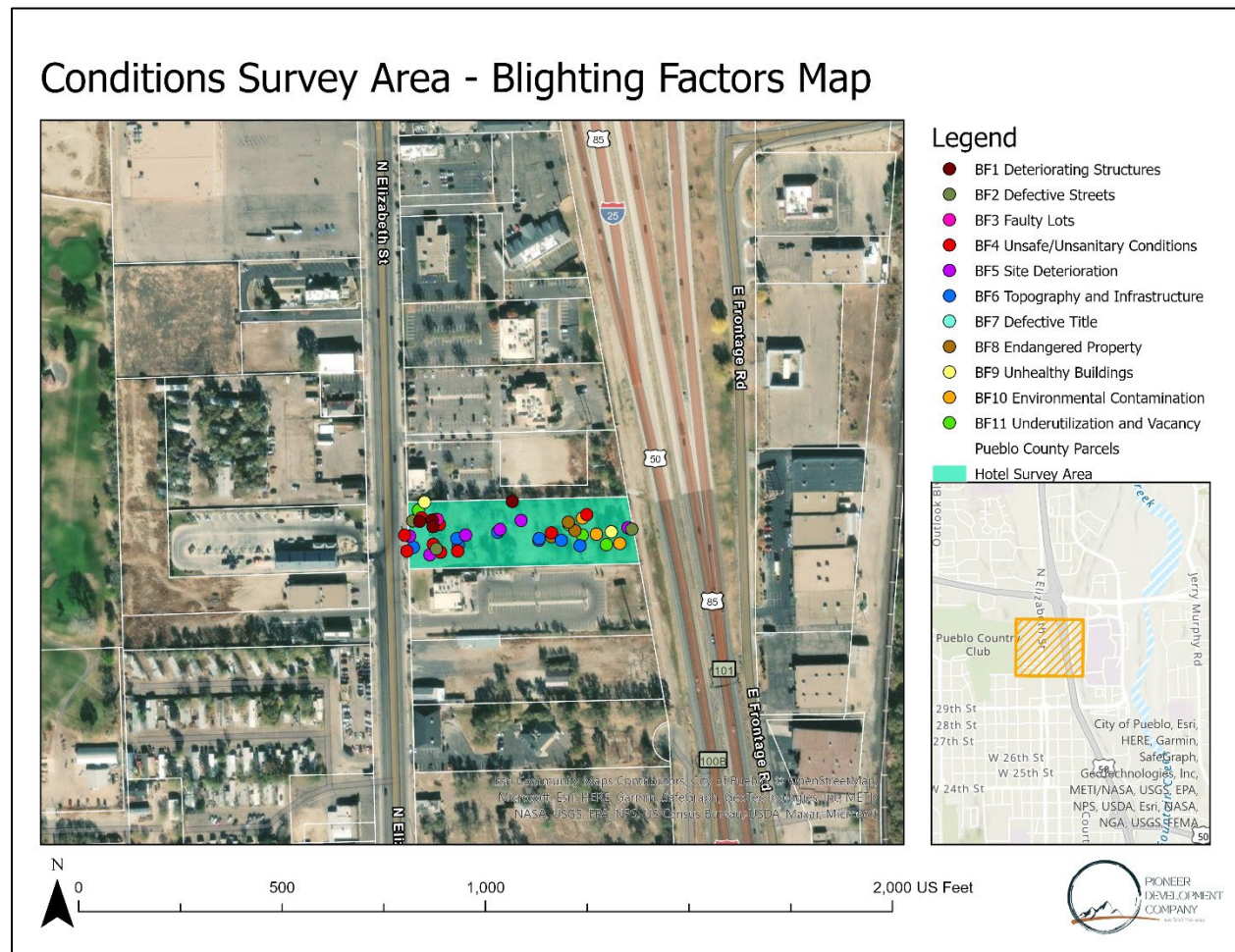
- Pueblo County Parcels
- Hotel Survey Area



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

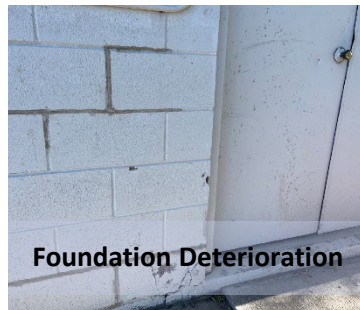


Legend

- 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.

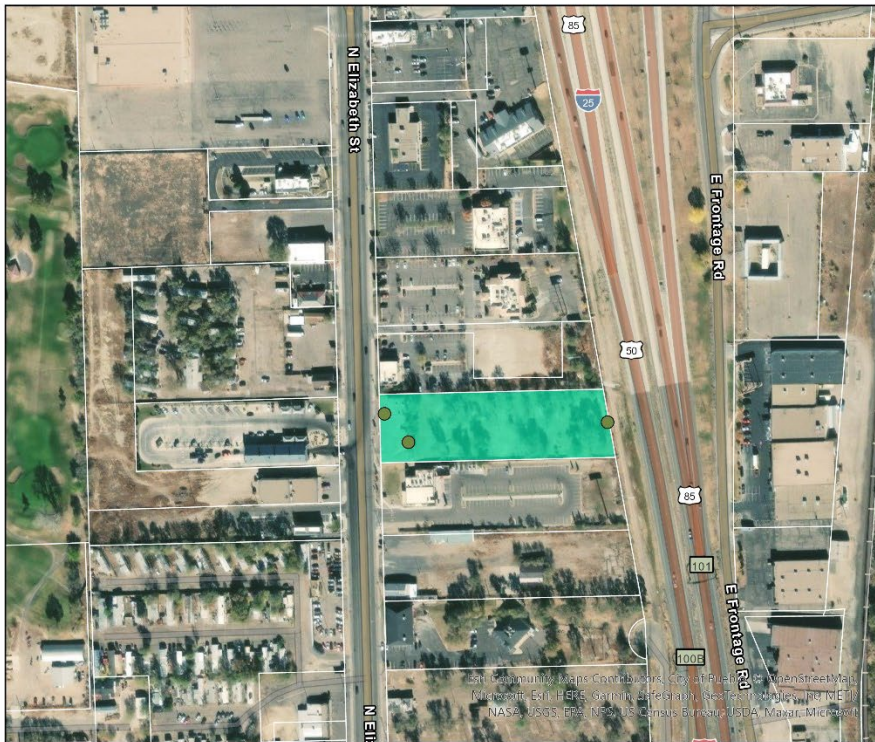
Most of the survey area is a former mobile home area which no longer has functioning streets or connection to existing street networks. The former road through the center of the mobile home park is overgrown, nonfunctional and is no longer actively connected to existing street networks. The connection 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.

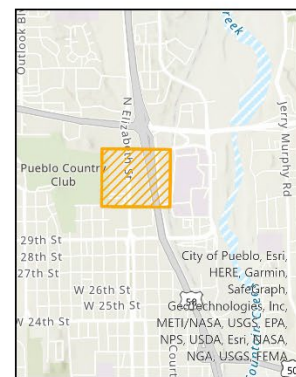
There is overall poor emergency access and active transportation present within the survey area. The neglected network through the survey area, gate division, and deteriorating streets hinder emergency access and active transportation. The street conditions and lack of improvements signal this factor's 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.

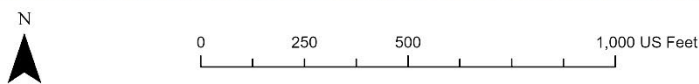
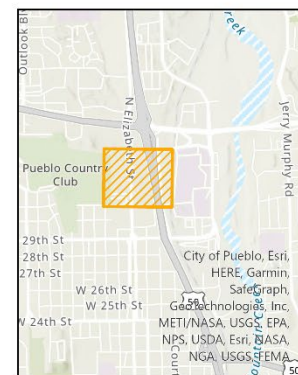
The unproductive conditions on the site, evidenced by the property's nonuse and misuse, showcases this factor.

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.

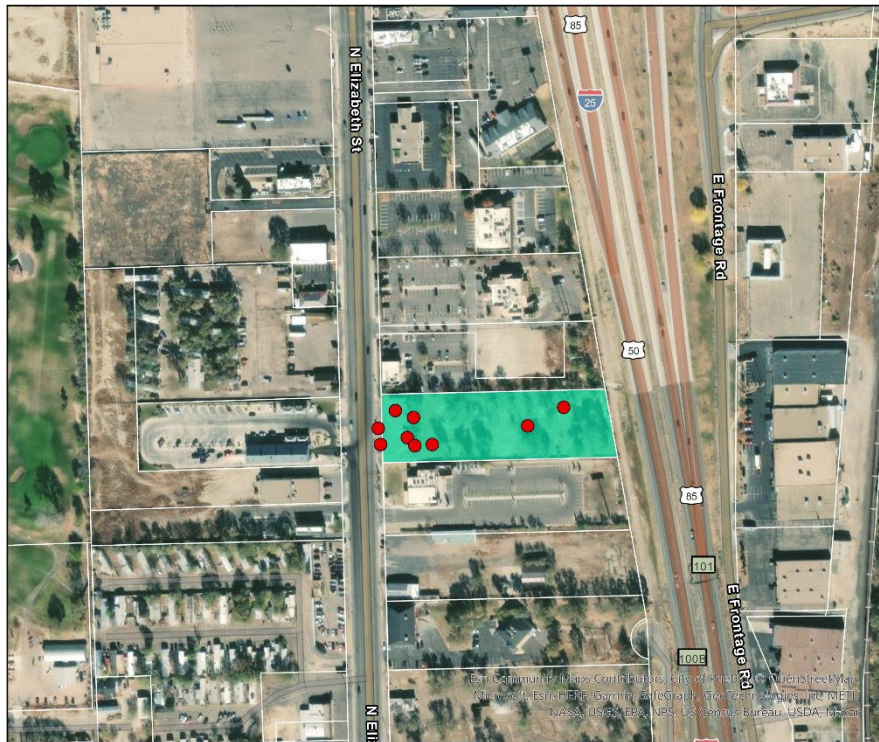
The eastern portion of the survey area is missing storm water drainage infrastructure with the overgrowth and land vacancy. The western section of the survey area lacks storm water drainage infrastructure and has dilapidated parking surfaces.

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

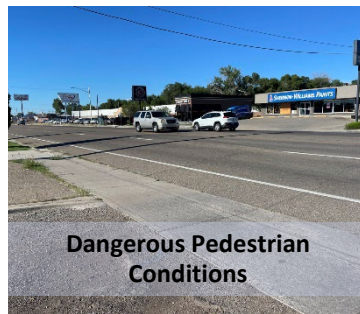
- BF4 Unsafe/Unsanitary Conditions
- Pueblo County Parcels
- Hotel Survey Area



0 250 500 1,000 US Feet



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.

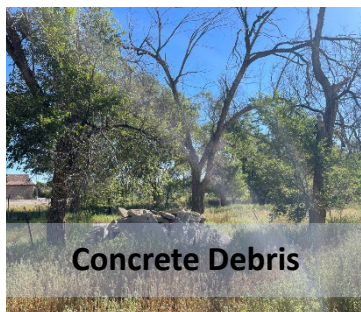
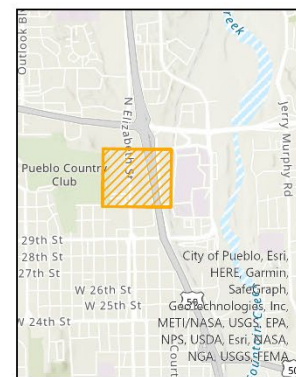
The combination of signage, street disrepair, neglected landscaping, and trash, debris, and weeds in the survey area justified this blighting factor's inclusion.

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.

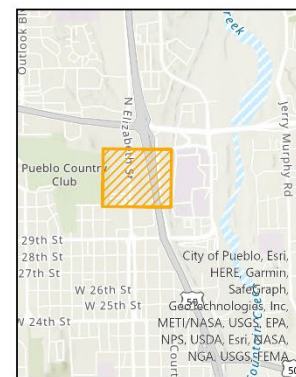
The presence of each of these conditions justifies this blighting factor's inclusion.

Blighting Factor (f) - Topography and Infrastructure



Legend

- BF6 Topography and Infrastructure
- Pueblo County Parcels
- Hotel Survey Area



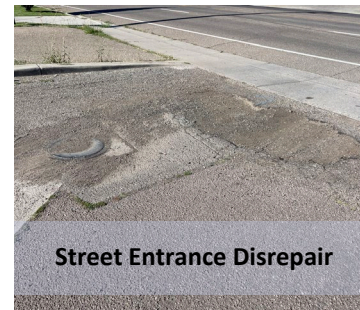
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Steep Slope



Overhead Utilities in Disrepair



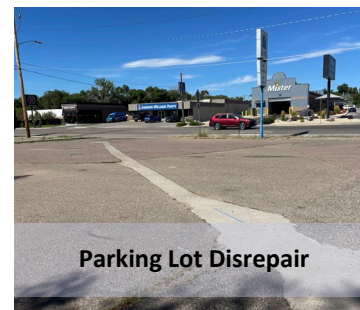
Street Entrance Disrepair



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.

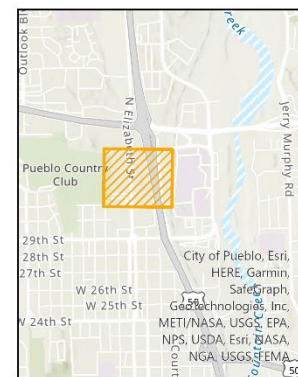
The environmental contamination in the survey area justified the inclusion of this factor in the conditions survey.

Blighting Factor (h) - Endangered Property



Legend

- BF8 Endangered Property
- Pueblo County Parcels
- Hotel Survey Area



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)

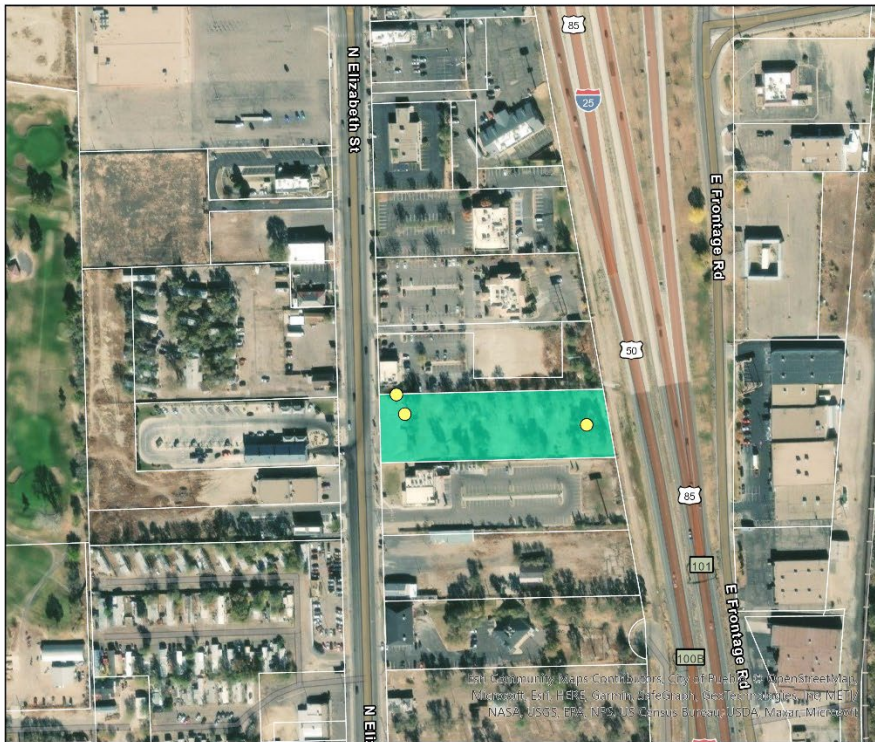
Findings

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.

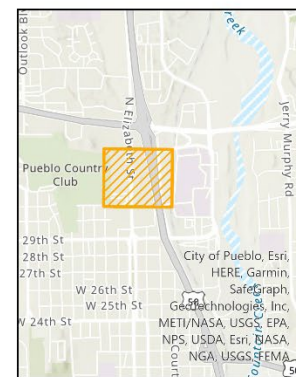
The presence of these conditions justifies the inclusion of this survey.

Blighting Factor (i) - Unhealthy Buildings

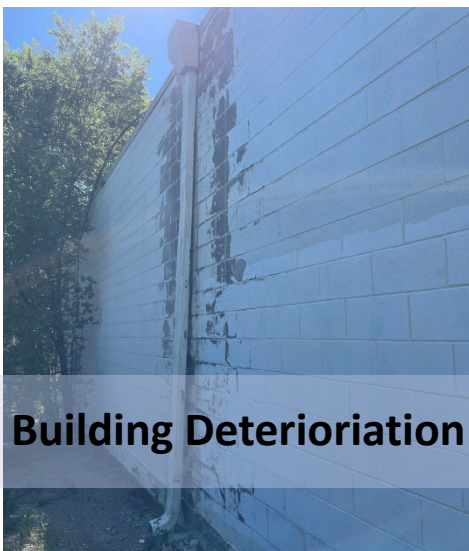


Legend

- 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.

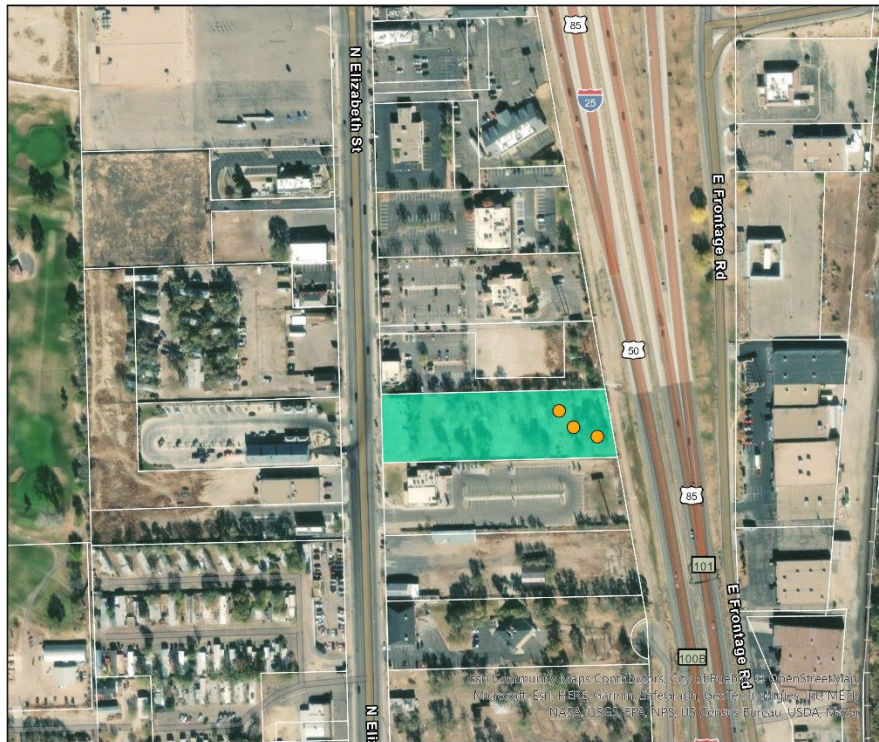
Potential contaminants and storage tank presence were noted by the ESA Phase I conducted and was followed by an ESA Phase II. The ESA Phase I recognized the former dry cleaning and gas filling uses, potential asbestos, radon possibility, and biohazard waste. The ESA Phase I noted storage tank history 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.

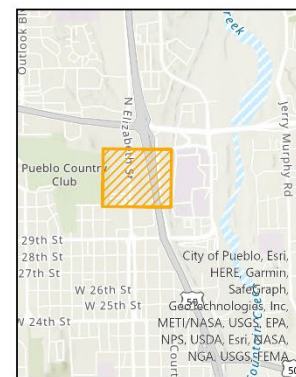
The level of vacancy and underutilization is direct evidence for the inclusion of this blighting factor.

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.

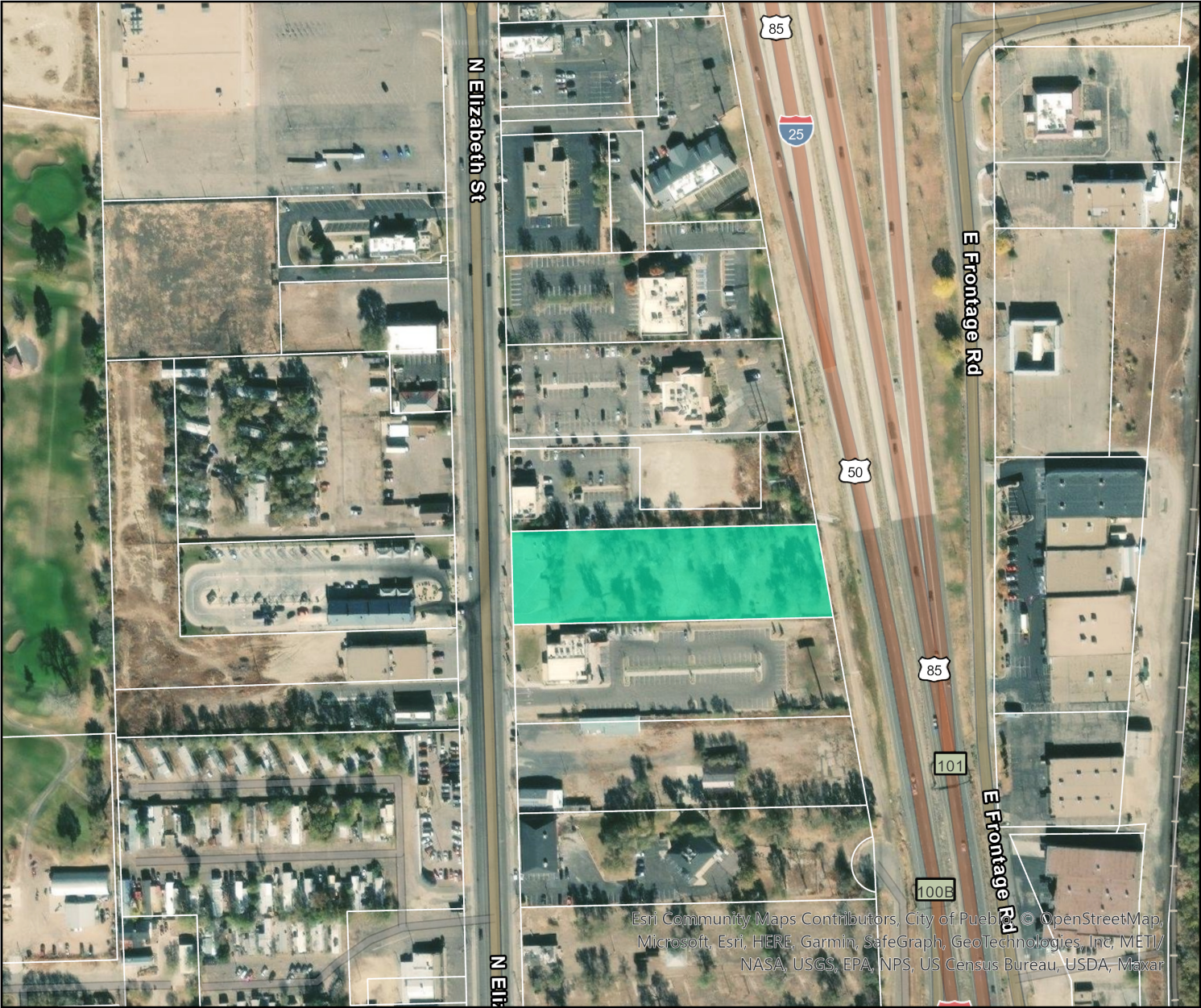
This Conditions Survey finds that the proposed Hotel Urban Renewal Plan area can be declared a "blighted area" as defined by Colorado's Urban Renewal Law and therefore qualifies for urban renewal treatment.



Appendix

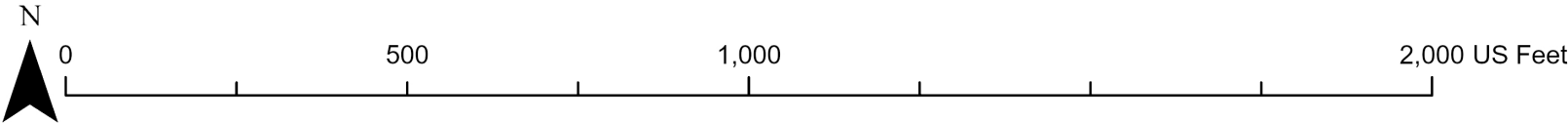
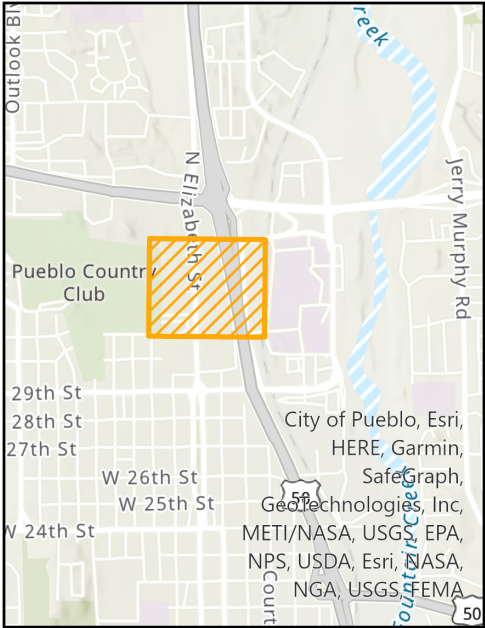
Conditions Survey Maps

Conditions Survey Area



Legend

- Pueblo County Parcels
- Hotel Survey Area

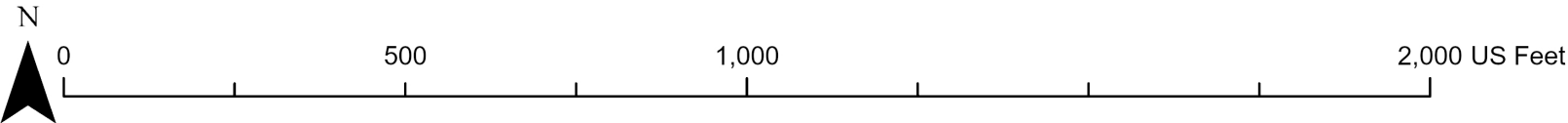
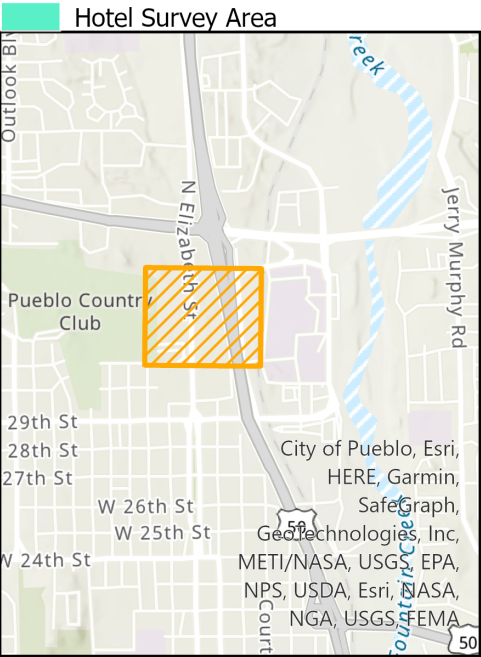


Conditions Survey Area - Blighting Factors Map



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





PIONEER
DEVELOPMENT
COMPANY

we find the way

Hotel Urban Renewal Plan Impact Report

Pueblo Urban Renewal Authority

August 24, 2023



August 28, 2023

City of Pueblo, Colorado

Dear Pueblo Board of Commissioners,

This Impact Report is intended to satisfy the requirements outlined in Colorado's Urban Renewal Law, C.R.S. 31-25-107(3.5)I-V and C.R.S. 31-25-107(9.5). According to Statute, the Urban Renewal Impact Report is a supplementary document to the Urban Renewal Plan. It is required if property and/or sales tax are intended to be utilized in the project area for renewal activities. The City of Pueblo's Urban Renewal Authority (PURA) is actively exploring a potential Urban Renewal Plan area titled the "Hotel Urban Renewal Plan". The plan area represents a new Urban Renewal Project that encompasses a single parcel within City limits. A hotel development has been proposed on this parcel, however, blighted area factors have created challenges to its feasibility. PURA has evaluated the project area for Urban Renewal eligibility, and has initiated this Impact Report to forecast tax increment, incentive potential, and impacts on partnering taxing entities. Because the proposed Hotel Urban Renewal Plan intends to utilize tax increment financing (TIF) within the project area, an Impact Report is required prior to adopting the Plan.

This Impact Report meets the minimum requirements defined by C.R.S. 31-25-107(3.5)I-V and C.R.S. 31-25-107(9.5), and has been designed to provide PURA with a realistic forecast of tax TIF that will be generated via blight remediation, investment attraction and redevelopment. The forecast in this report is informed by the proposed development's financial plan and pro forma. This information is supplemented by interviews with PURA Staff and regional market analysis. The forecasts are intentionally designed to be conservative estimates and reflect community development needs that have been highlighted by this Board and the public. All forecasts are designed to show a "maximum impact scenario", meaning that all potential TIF is quantified, and all possible millage rates and sales tax rates have been leveraged towards increment generation. This design is intended to forecast the Plan's maximum possible TIF generation and provide each taxing entity with an impact assessment.

The goal of this report is to provide PURA with a realistic forecast of impacts to better inform negotiations with impacted taxing entities and ensure that the Hotel Urban Renewal Plan succeeds in bringing about the renewal expected by the community.

Sincerely,

Andrew Arnold, AICP
Founder | Principal
Pioneer Development Company
Durango, Colorado

CC: Jerry Pacheco and Cherish Deeg

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Executive Summary

Hotel Urban Renewal Plan Impact Report:

The Pueblo Urban Renewal Authority (PURA) is in the process of creating a new Urban Renewal Plan. This Plan is tentatively titled the “Hotel Urban Renewal Plan”. PURA’s purpose for the Plan is to remediate conditions arresting sound development in the area and attract new private investment. As its name suggests, the Hotel Urban Renewal Plan is intended to facilitate a new hotel development. This development is in the process of submitting to the City for the appropriate entitlements. However, the site exhibits environmental contamination and challenging topography, creating significant financial hurdles, and casting doubt on the project’s feasibility. PURA is now seeking to create a development-specific Urban Renewal Plan area to ensure that these challenging conditions are overcome, and the project remains feasible.

The Hotel Urban Renewal Plan encompasses a single parcel that is bounded by Elizabeth Street and I-25. This parcel was evaluated in August 2023 by PURA for Blighted Area Factors that would make it eligible for Urban Renewal Treatment. That Conditions Survey identified ten (10) blighted area factors within the area. Historic uses ranged from a former mobile home park, to a gas station, to a laundry mat, and now the parcel is currently vacant, underutilized and contaminated. The ten identified blighted area factors exceed the statutory threshold of blighting factors necessary to declare the parcel eligible for Urban Renewal treatment. PURA’s strategy to mitigate these blighted area factors and help make the proposed development feasibility involves leveraging tax increment financing. Statute require that an Impact Report be submitted with a proposed Urban Renewal Plan whenever Tax Increment Financing (TIF) is intended to be utilized within the Plan area. This is reason for this Report.

The Impact Report forecasts commercial development within the Hotel Urban Renewal Plan area over the next 25 years. The timing of development and its tax generation is phased according to development plans provided by PURA for this report. Valuations are derived from comparable commercial sales per SF throughout the regional market, and current Pueblo County assessments of existing Hotel properties. This Impact Report assumes that all new development in the Plan area will follow the City’s zoning and land use code regulations. Specifically, this report does not project any residential development or sales tax generation, but instead forecasts future development assuming the entirety of the Plan area will feature a midscale, hotel development.

After modeling the most probable development forecast, this report quantified the Plan’s assessed value, property tax, and fiscal impacts. The commercial nature of this development did not generate any demographic projections. This information provides estimates regarding the amount of tax increment the Plan will generate over 25 years. Increment estimates are projected for each taxing entity that levies an ad valorem property tax within the Plan area. These tax and demographic impacts were used to evaluate potential fiscal impacts on participating taxing entities.

The following outline and tables summarize the Impact Report’s conclusion and findings. Impacts to taxing entities are categorized as either low, moderate, or high. A detailed methodology, impact analysis and recommendations are provided within the Report that elaborate on the Executive Summary’s findings:

Conclusion:

Impacted taxing entities should support the Hotel Urban Renewal Plan, as its projected benefits to the Pueblo Community and its taxing partners outweigh its costs. These benefits include the remediation of blight, the development of new commercial property, alignment with the City of Pueblo's Comprehensive Plan and Zoning, and new assessed value, property tax revenue once the 25-year renewal project concludes. Tax increment leveraged for these purposes is not expected to create adverse impacts on participating taxing entities. The forecast development will not generate new residents or students and will not require new County infrastructure to be extended or financed.

Specific recommendations to help offset potential impacts are listed below:

- All participating taxing entities should pledge 100% of their millage rate to PURA and this Plan area for the full duration of the Plan.
- All Bond Redemption Levies should be exempt from TIF agreements with PURA.

The Hotel Urban Renewal Plan represents PURA's, the City of Pueblo's, the Pueblo School District's and Pueblo County's commitment to achieving public private partnerships that will facilitate community-minded development. Projected Property Tax Increment generated within this Urban Renewal Plan is described in the table and charts on the following page:

Summary Tables and Charts:

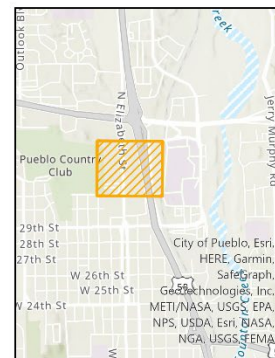
Projected Build-Out Statistics			
Development Type	Units/S.F.	Actual Value	Assessed Value
Commercial	48,660	\$12,165,000	\$2,715,228
Hospitality	48,660	\$12,165,000	\$2,715,228
TOTAL		\$12,165,000	\$2,715,228
Demographics			
Total New Residents	-		
Total New Students	-		

Property Tax Information	
Estimated Base Taxable Value	\$79,010
Total New Taxable Real Property Value	\$2,715,228
Total Net Taxable Value	\$2,636,218

Hotel Urban Renewal Plan Area Value and Tax Generation Comparison			
Taxing Entity Fiscal Impacts	% District's Total AV	% District's Annual Property Tax	Impact Assessment
Pueblo County	0.1%	0.2%	Low
City of Pueblo	0.2%	0.2%	Low
Pueblo School District 60	0.1%	0.2%	Low
Lower Arkansas Valley Water Conservancy	0.2%	0.2%	Low
Pueblo City-County Library District	0.1%	0.1%	Low
South East Water Conservancy	0.1%	0.1%	Low

Project Area Existing Conditions

Pueblo County Parcels
Hotel Survey Area



Tax Area and Millage Rates

6

Tax District Name	2023 Mill Levy	TIF Agreement %	TIF Eligible Mill Levy
PUEBLO COUNTY	30.436	100%	30.436
CITY OF PUEBLO	15.633	100%	15.633
S.E. WATER CONSV. DISTRICT	0.887	100%	0.887
LOWER ARKANSAS VALLEY WATER CONSV.	1.503	100%	1.503
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.945	100%	5.945
SCHOOL DISTRICT 60	42.951	100%	42.951
TOTAL	97.355	100%	97.355

Zoning Districts

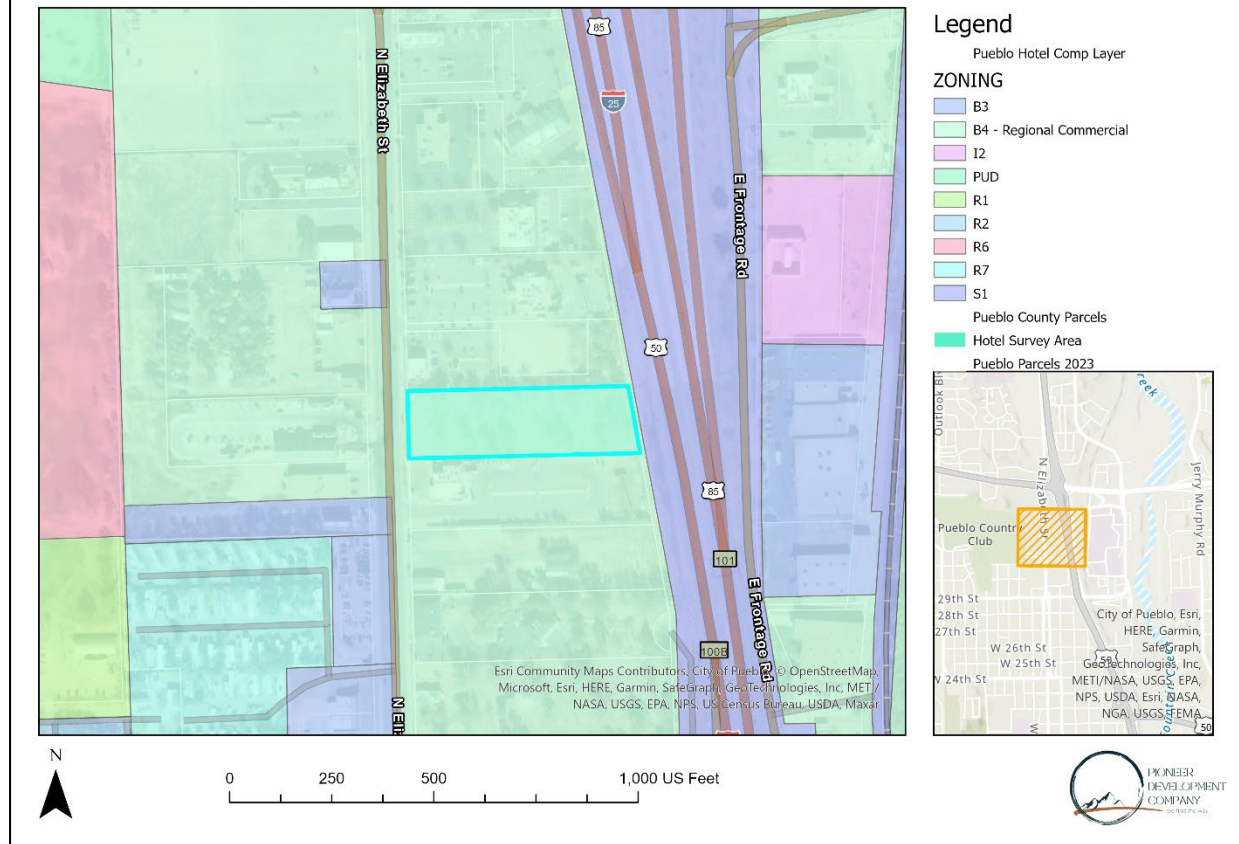
The Hotel Urban Renewal Plan includes one (1) zoning district, the B4 – Regional Commercial District.

According to the City of Pueblo’s Zoning District and Uses, the 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 development forecast within the Hotel Urban Renewal Plan area meets the intent of the City’s zoning districts.

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=>

Hotel Urban Renewal Project - Zoning Map



Comprehensive Plan

The regional comprehensive plan's future land use map designates this site as a mixed-use activity center. Mixed-use activity centers contribute at the regional scale in addition to encompassing a diversity of use types and connectivity features.

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.

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 valuations², is \$79,010. The total actual value of this parcel, according to the County's Assessor's database 2023 valuations is \$283,176. This Impact Report uses **\$79,010** as the Base Value for all Tax Increment Financing projections.

² As of August 2023

Impact Report Methodology

Forecasting Future Growth

The goal of the Hotel Urban Renewal Plan is to incentivize redevelopment by remediating blighting conditions and spur new investments in public infrastructure, commercial development, and employment opportunities. This Urban Renewal Plan is specifically being positioned to facilitate Hotel Development on this parcel.

One of the tools urban renewal authorities can use to bring about these changes is known as Tax Increment Financing (TIF). TIF is a redevelopment strategy that leverages future tax revenues to incentivize redevelopment for urban renewal activities. Colorado's Urban Renewal Law mandates that urban renewal projects that intend to use TIF for renewal activities submit a supplementary Impact Report to forecast growth within a renewal area and estimate the impacts this growth will have on taxing entities within that area. The impact report's purpose is to ensure that taxing entities that rely on property tax and/or sales tax revenues will not be adversely impacted by the urban renewal project.

Quantifying these impacts requires a forecast of probable growth throughout the project area over the Plan's lifetime. **The Hotel Urban Renewal Plan allows TIF to be collected for up to 25 years, the maximum amount of time authorized by Colorado's Urban Renewal Law.**

This report estimated where and when redevelopment will take place in the Hotel Urban Renewal Plan area by reviewing current development proposals, working closely with the Pueblo Urban Renewal Authority staff, and evaluating market comparables. The projections made by this impact report have been informed by these development proposals, current assessments of comparable Hotels throughout the City of Pueblo, and market studies throughout Pueblo County.

Hotel Development Concept

This report assumes that the Hotel Urban Renewal Plan will attract a mid to upper-midscale Hotel within its boundaries. This use aligns with City Zoning of the parcel. The Impact Report assumes that this Hotel will feature 122 keys (rooms) and improve the surrounding landscaping, providing infrastructure, parking areas and landscaping. The development is assumed to follow comparable price per square foot estimates for hotel construction and yield a taxable value that is similar to other, competing hotels within the area.

Development Assumptions and Feasibility

The development forecast used certain assumptions to predict the type, size, time, and value for this development concept. The assumptions are informed by local market studies, the development plan, urban renewal best practices and community desires. These assumptions are listed below:

- **Type of Development** – The Hotel Urban Renewal Plan is singularly focused on Hospitality Development. Site Plans have been submitted that detail the type of development being proposed. The proposed hotel is a midscale, affiliated Hotel that offers an extended stay product. This flag (brand) is owned by Choice Hotels. The proposed hotel will feature 122 keys (rooms), 124 parking stalls, and be four stories totaling 48,660 square feet. No residential or sales tax producing commercial development is forecast by this Report.
- **Size of Development** – The scale of the proposed hotel development is larger than existing hotels found throughout the market area. This Report analyzed the hospitality market within Pueblo, identifying seven midscale class hotels within the area. These hotels had ranged from 50

keys to 84 keys, making them significantly smaller than the proposed development. However, the building efficiencies of these existing properties were lower, meaning the total square footage is similar to the proposed hotel development. This report assumes that the local market can support a new midscale hotel featuring 122 keys at this location.

- **Time of Development** – This report assumes that development within the Hotel Urban Renewal Plan area will follow the proposed development plan provided by the developer and PURA. This phasing plan assumes that construction will be completed by the end of 2024 and be assessed by 2025. The Plan will not begin generating increment until 2025, after building improvements have been assessed.
- **Value of Development** – This report estimated the future value of development by comparing existing assessment of hotels within Pueblo, regional market benchmarks, proposed investment totals, and existing comparable properties. Although market benchmarks exhibited a higher price per square foot than this report’s forecast, TIF projections utilized by this model closely followed existing Assessment to comparable or slightly higher-class hotels within the City. The highest assessed value of any hotel within City limits is \$2.5 million in 2023. This report assumes that a new hotel will exceed this maximum, but conservatively estimates a taxable value of \$2,921,979.

Tax Increment Financing Assumptions

As part of Statutory Requirements, this report projects the estimated property tax generation for future development within the Hotel Urban Renewal Plan area. These projections are based on Pueblo County’s 2022 certified assessments of property and the 2023 mill levies associated with the taxing entities present in the project area. The full list of taxing entities and their associated millage rates are tabulated below:

Hotel Urban Renewal Plan Mill Levies			
Note:	TIF Percentages are assumed to be 100% for the Impact Report		
Tax Area(s): 60B			
<u>Tax Entity</u>	<u>2022 Mill Levy</u>	<u>TIF Agreement %</u>	<u>TIF Eligible Mill Levy</u>
PUEBLO COUNTY	30.436	100%	30.436
CITY OF PUEBLO	15.633	100%	15.633
S.E. WATER CONSV. DISTRICT	0.887	100%	0.887
LOWER ARKANSAS VALLEY WATER CONSV.	1.503	100%	1.503
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.945	100%	5.945
SCHOOL DISTRICT 60	42.951	100%	42.951
Total	97.355	100%	97.355

This report assumes that all impacted taxing entities will pledge 100% of their millage rate to the Urban Renewal Project. This assumption is required to project the maximum impact this renewal plan area will have on the City and partnering entities³. Property tax projections made by this report assume that the number of taxing entities, as well as their millage rates, will remain unchanged over the project's lifetime.

Tax increment assumptions are based on the above mill levies and assumes that the project area's starting base value is \$79,010. This report projects that both the project base and all future development will appreciate at a rate pegged to inflation. This report assumes that the inflation rate will average 2% over the project's lifetime. This report adjusts the Plan area's base biennially for TIF projections.

The But-For Assumption

The final assumption made in this report is that the type, size, and value of new development would not occur but for the Hotel Urban Renewal Plan and the Pueblo Urban Renewal Authority. The goal of this urban renewal plan is to incentivize development through a variety of tools, TIF being just one example, where new investments manifest throughout the Plan area because of the URA's efforts. All tax increment estimates must be considered revenue that is generated because of the URA's efforts to attract and facilitate redevelopment in the Plan area. The Hotel Urban Renewal Plan Conditions Survey identified ten statutorily defined blighting factors within the Plan area that impair and arrest sound development. The renewal project will remediate these conditions and bring about development that is desired by the Pueblo community. A hotel development is a higher and better use than a vacant, contaminated parcel, and one that also aligns with the City's zoning district overlaying the property. Because of this, future incremental revenues should not be considered property tax that is diverted by the area's taxing entities. Instead, these incremental revenues should be perceived as a future tax base that would not exist but for the creation of the Hotel Urban Renewal Plan.

³ This report does consider previously signed TIF agreements with partner taxing entities.

Tax Increment Financing Summary

This Report forecasts the Plan's development over the next 25 years and projects its assessed value and taxable revenue. These projections were used to estimate the amount of property tax increment generated within the Plan area if the urban renewal project is successful. Projections are based on the methodology outlined in Section Two "Impact Report Methodology".

Projected Assessment and Phasing

The assessed valuation for the projected development is estimated by this report. The following table describes the estimated number of years it will take to absorb the development, its first assessment year, total square footage of the development, \$ per SF and its total taxable value (Equalized Assessed Valuation).

Commercial Development					
<u>Type of Development</u>	<u>SF</u>	<u>\$ Per SF⁴</u>	<u>Estimated Taxable Value</u>	<u>Absorption Years</u>	<u>First Year of Assessment</u>
Hospitality	48,660	250	\$2,715,228	2	2025

Property Tax TIF Projections

This Impact Report estimated the Hotel Urban Renewal Plan's future TIF revenue over the next 25 years in accordance with C.R.S. 31-25-107(3.5)I-V. These estimates are used to determine the property tax revenue likely to be generated by new developments within the Plan area. The report assumes this tax revenue is the result of the Pueblo Urban Renewal Authority's efforts to remediate blight and attract new investments within the Plan area.

Property tax TIF is estimated by comparing the Plan area's base value against its projected new improvement value. These assessed values each generate tax revenue based on the current millage rate of taxing entities within the Plan area. The base value's property tax revenue is not impacted by urban renewal projects. The new improvement's tax revenue, however, is the result of the urban renewal plan. This new revenue is known as "increment".

The property within the Urban Renewal Plan has a current assessed value of \$79,010. The Report estimates that new improvements within the Plan area will add an additional \$2,715,228 in assessed property value.

Development in the Plan is modelled according to its first assessment year, taxable value, and absorption schedule. The Report then applies tax district millage rates to both existing and new improvements within the plan area. Tax revenue generated by new improvements is incremental revenue. These revenues can be utilized by PURA for urban renewal activities within the Plan area.

Incremental revenue is also determined by TIF-sharing agreements signed between the Pueblo Urban Renewal Authority and the impacted entities that levy taxes within the Hotel Urban Renewal Plan area. This report assumes that all taxing entities have pledged 100% of their millage rates to support the Hotel Renewal Plan.

The following charts and tables illustrate the Plan's 25-Year TIF Projections:

⁴ Adjusted for Regional Assessments of Actual Value.

Hotel Urban Renewal Plan TIF Projections

Property TIF Estimates		
Base Value of Plan Area	\$79,010	
Total New Taxable Real Property Value	\$2,715,228	
Total Net Taxable Value	\$2,636,218	
Total TIF Revenue (Gross 25 Years)	\$7,022,058	
Annual TIF Revenue (25-Year Average)	\$270,079	
	Estimated Property Taxes	Estimated Tax Increment
<u>Taxing District</u>	25 Years	25 Years
PUEBLO COUNTY	\$2,265,913	\$2,195,308
CITY OF PUEBLO	\$1,163,853	\$1,127,588
S.E. WATER CONSV. DISTRICT	\$66,036	\$63,978
LOWER ARKANSAS VALLEY WATER CONSV.	\$111,896	\$108,409
PUEBLO CITY-COUNTY LIBRARY DISTRICT	\$442,566	\$428,776
SCHOOL DISTRICT 60	\$3,197,636	\$3,097,999
TOTAL	\$7,247,900	\$7,022,058

Taxing Entity Impacts

Assessing an Urban Renewal Plan's impacts on partnering taxing entities requires careful consideration of the revenue, services and infrastructure required to achieve that plan's goals. These impacts also need to consider the purpose of the Urban Renewal Plan. In addition to remediating blighting conditions, an Urban Renewal Plan typically is designed to bring about a public good, either in the form of public amenities or infrastructure, a specific type of development, additional housing, or employment.

The Hotel Urban Renewal Plan area is intended to facilitate the development of a hotel on a single parcel. This parcel was found to exhibit ten of eleven statutorily defined blighting factors. Its historic uses have left the site vacant, underutilized, deteriorated and even contaminated. The proposed development represents a higher and better use for the property, one that aligns with the City's zoning district and land use development code. The use would also generate new commercial property tax and lodging tax, while also providing travelling businesspeople, families, and tourists an opportunity to stay and enjoy Pueblo. The Hotel Urban Renewal Plan is intended to help alleviate these blighting conditions and provide incentives to make the hotel a feasible and successful development.

The Hotel Urban Renewal Plan and its proposed development aligns with the City of Pueblo's Comprehensive Plan, its zoning districts, and the community's stated goals and visions for the property. The proposed development will not generate new housing, and therefore will not create impacts associated with new residents or students. Instead, this development represents a highly valued commercial development. The Hotel Urban Renewal Plan represents a public private partnership that will eliminate blighting factors and attract significant investment to the City.

This public private partnership needs to be weighed against the possible fiscal impacts caused by the Urban Renewal Plan on partnering taxing entities. Colorado's Urban Renewal Law is direct in C.R.S. 31-25-107(3.5)I-V, when it lists requirements for Urban Renewal Impact Reports to evaluate potential impacts on effected taxing entities. The statute requires that the report examine County impacts in particular, stating the following:

- An estimate on the county revenue impact, and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure,
- A statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (II) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority,
- Any other estimated impacts of the urban renewal project on county services and revenues.

This section will answer these requirements directly about the Hotel Urban Renewal Plan's impacts to Pueblo County. This section will also address the Plan's impacts to the City of Pueblo, the Pueblo School District, the City of Pueblo, and the remaining three taxing entities within the Plan area. Because the proposed area is a single parcel that proposes only commercial development, only assessed value and revenue impacts are analyzed for these taxing entities. The Plan does not propose new residential units, and therefore will not generate new residents or students.

Impact Summary

The Hotel Urban Renewal Plan includes six (6) taxing districts. All six levy a property tax within the Plan area. These districts include: Pueblo County, the City of Pueblo, the Pueblo School District (City), the Lower Arkansas Valley Water Conservancy District, the Southeastern Water Conservancy District, and the Pueblo City-County Library District.

The table below provides a comparison between the Project and all six taxing entities based on value and annual revenue collection. It provides a snapshot that demonstrates the Project's value and tax generation potential relative to each district. Specifically, it compares the Hotel Urban Renewal Plan's assessed value (AV) and average annual property tax to these six taxing entities. The comparison represents a snapshot in time, contrasting the taxing entities' 2023 AV, budgeted property tax with the Plan's completed AV, and its average property tax. The reason for this comparison is to determine if the Plan area's Assessed Value and Increment generated is significant at each taxing entity's AV or millage rate. This report qualifies "significance" as any Plan metric that is 10% or more than its associated taxing entity metric.

The table below summarizes this comparison. All comparisons over 10% are highlighted in red, as this represents a High Impact relative to assessed value and revenue. All comparisons greater than 5% but less than 10% are highlighted in brown. This percentage range represents a moderate impact to assessed value and revenue collections. Both high and moderate impacts indicate a need for PURA and the associated taxing entity to carefully assess the project's benefits and costs when drafting a tax increment financing agreement.

The Impact Assessment categories, which range from Low, Moderate, High, represent this report's Impact conclusion based on the quantitative comparison and additional measures explained in the following sections.

Hotel Urban Renewal Plan Area Value and Tax Generation Comparison			
Taxing Entity Fiscal Impacts	% District's Total AV	% District's Annual Property Tax	Impact Assessment
Pueblo County	0.1%	0.1%	Low
City of Pueblo	0.2%	0.2%	Low
Pueblo School District 60	0.1%	0.2%	Low
Lower Arkansas Valley Water Conservancy	0.2%	0.2%	Low
Pueblo City-County Library District	0.1%	0.1%	Low
Southeast Water Conservancy	0.1%	0.1%	Low

The Report did not find any moderate or high impacts to value or revenue generated by the Hotel Urban Renewal Plan and its forecasted tax increment. The fact that the proposed development is a Hotel, and will not generate any residential units, new residents, or students, implies that impacts beyond fiscal impacts are also low to each taxing entity. PURA and its associated taxing entities are encouraged to draft TIF agreements that ensure the Hotel Urban Renewal Plan achieves its goal in remediating blight and making the hotel project feasible.

Pueblo County

Revenue Impacts

Pueblo County imposes a mill levy of 30.436 within the Hotel Urban Renewal Plan area. This levy is a significant revenue source for the County's operations and funds. According to County's 2023 budget, net property taxes account for 24.3% of its General Fund revenue. 2023 Property tax revenue for Pueblo County is budgeted for \$61,920,128.

To quantify potential revenue impacts to the County, this report compared the projected annual property revenue within the renewal project to the County's budgeted property revenue. Projected property tax revenue is derived from new improvements and taxable equipment in the Plan area, meaning that the Plan area's base assessed value was not included in this comparison.

This Report projected the Plan area's annual property tax TIF revenue per the County's millage rate and compared it as a percentage to total property tax revenue collections. This report estimates that the Urban Renewal Plan's property tax increment generated at the County's 30.436 millage rate will account for 0.1% of its annual property tax revenue collections.

Pueblo County	2023 Property Tax Revenue (Budgeted)	Plan Area Estimated Tax Increment (Annual Average)	Percent of Total
Property Tax	\$ 62 Million	\$84,435	0.1%

The Hotel Urban Renewal Plan will last 25 years. Over that time, the new improvements incentivized by this Plan will begin to accumulate incremental property tax revenue. These incremental property tax revenues represent a revenue stream that can be remitted to the PURA in accordance with law and pursuant to a TIF agreement in support of its remediation and redevelopment efforts in the Plan area.

The Plan area's projected development accounts for only 0.1% of the County's annual property tax revenue collections, when averaged. This report does not find this level to be fiscally significant to Pueblo County. The County's annual revenue budget, excluding debt proceeds, is \$308,920,964. When compared to the Plan area's annual incremental property tax revenue, this amount is less than 0.03% of the County's budgeted revenue. This means that over the next 25 years, the Urban Renewal Plan will alleviate blight and attract new commercial investment in the form of a hotel, without significantly detracting from the County's revenues.

This report does not identify negative revenue impacts on Pueblo County caused by the Hotel Urban Renewal Plan.

Infrastructure and Service Impacts

The Hotel Urban Renewal Plan is within the City of Pueblo's municipal limits. The Plan is situated within the existing neighborhood, and access North Elizabeth Street. It is unlikely to require new County infrastructure or services given this location.

Development within the Plan will primarily access North Elizabeth Street, which is owned and maintained by the City. Ingress and egress points accessing the property will be designed and developed as part of the Urban Renewal Plan area. The financing of these improvements will be accomplished

through a combination of developer contributions and tax increment financing. In addition to surface infrastructure, all water, sewer, police and fire services will also be served by the City of Pueblo.

This report did not find evidence that the Hotel Urban Renewal Plan will require improvements to County-owned infrastructure. The Report also did not find evidence that the Hotel Urban Renewal Plan will require Pueblo County to finance infrastructure improvements.

Although Pueblo County does provide services to Pueblo City residents, this plan is not projected to generate any new housing or new residents. The projected development is strictly commercial and will be a Hotel. This type of development will require water, sewer, and other utility services, in addition to fire protection. However, these services will be provided by the City and other taxing entities. For these reasons, this Report did not identify any significant impacts on Pueblo County services caused by this Plan.

County Impact Conclusion

This report concludes that the Hotel Urban Renewal Plan will not generate adverse fiscal impacts on Pueblo County revenue, infrastructure, or services.

Impact Summary on Remaining Taxing Entities

The Hotel Urban Renewal Plan is designed to remediate blight and incentivize a hotel development. The Plan area includes a single parcel and will facilitate commercial development. The Plan will generate new residents or students. TIF projections indicate that annual property tax collections are less than 1% for all associated taxing entities' annual property tax collections. The fact that this project is strictly a commercial development, a single parcel, and generates an insignificant amount of annual property tax relative the taxing entities annual budgets, the Report concludes that there are no negative impacts forecast for the partnering taxing entities. These taxing entities include the City of Pueblo, the Pueblo School District, the Southeast Water Conservancy District, the Lower Arkansas Valley Conservancy District, and Pueblo County-City Library District.

The Hotel Urban Renewal Plan is designed to remove blighting factors, attract investment, and promote development that is in alignment with the City's Comprehensive Plan and Zoning Districts. The Hotel Urban Renewal Plan will provide these benefits without negatively impacting partnering taxing entities. This Report suggests that the partnering taxing entities that are not impacted support this renewal project as it will advance Pueblo Comprehensive planning goals for the area and generate a positive impact on the Pueblo Community.

Conclusion and Recommendations

The Pueblo Urban Renewal Plan represents a creative and proven approach Urban Renewal in Colorado and in the City of Pueblo. This Plan targets a singular parcel where a private developer has proposed a hotel development. This development is being jeopardized, however, by challenging “blighting factors” afflicting the property. The Conditions Survey identified ten blighted area factors on this site, many of which contribute to significant development costs. The Hotel Urban Renewal Plan will help eliminate the blighting factors identified in the Conditions Survey, which will remove barriers to development in the area. The development and the blight remediation will likely require tax increment financing to make the project viable and ensure its success.

This report finds that the Plan will not generate significant impacts to any of the six partnering taxing entities that levy a mill within the 60B Tax Area.

This report recommends the following:

- All participating taxing entities should pledge 100% of their millage rate to PURA and this Plan area for the full duration of the Plan.
- All Bond Redemption Levies should be exempt from TIF agreements with PURA.

This report only recommends TIF sharing agreements that will provide PURA with the funds it needs to financially support the Hotel Urban Renewal Plan. Proper TIF sharing agreements will ensure this development remediates blight and attracts investment that match community desires, without adversely impacting PURA’s partners.



Appendix

Tax Increment Pro Forma

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE PUEBLO CHILD ADVOCACY CENTER IN THE AMOUNT OF \$1,200 TO SPONSOR A TABLE AT THE BLUE SNEAKER BALL ON FRIDAY, APRIL 26, 2024 AT 6 PM IN THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of the Pueblo Child Advocacy Center in the amount of \$1,200 to sponsor the Blue Sneaker Ball on Friday, April 26, 2024.

PREVIOUS COUNCIL ACTION:

Council supported the Pueblo Child Advocacy Center in 2023 for \$1,000 and sponsored a table in 2022 for \$1,200.

BACKGROUND:

Pueblo Child Advocacy Center provides prevention education and creates a safe environment for investigating child abuse. As an accredited agency, it offers child-centric services with a multidisciplinary team that conducts forensic interviews, family advocacy, and medical support.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,200 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Pueblo Child Advocacy Center.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. PCAC Sponsorship Request 2024
2. 2024 Contingencies (Council) Blue Sneaker Ball Child Advocacy

RESOLUTION NO. 15523

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE PUEBLO CHILD ADVOCACY CENTER IN THE AMOUNT OF \$1,200 TO SPONSOR A TABLE AT THE BLUE SNEAKER BALL ON FRIDAY, APRIL 26, 2024 AT 6 PM IN THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,200 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Pueblo Child Advocacy Center to sponsor the Blue Sneaker Ball on Friday, April 26, 2024.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: February 26, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Empower children and strengthen families by reducing trauma and restoring hope.

January 29, 2024

City of Pueblo
Pueblo City Council
1 City Hall Place
Pueblo, CO 81003

Dear City Council,

I hope you've been keeping well. I just wanted to follow up on the letter I sent a few weeks ago. As you know, Pueblo Child Advocacy Center is focused on reducing trauma, restoring hope and providing healing for child abuse victims and their families, and we'd love to have your support.

Since I last reached out, we have made considerable progress toward our goal. We have secured 11 sponsorships to date but despite all this, we still need help from businesses like yours.

To ensure the Blue Tie Gala's success, we are writing to your organization to invite you to sponsor the event to help cover the necessary expenses and make a bigger impact. Will you please consider sponsoring the event?

Your support would not only greatly contribute to our cause but also offer your organization brand visibility among a diverse audience, promotional opportunities, and an opportunity to align your brand with a worthy cause.

We are so grateful to our sponsors and to anyone who supports our cause. So, in return for your contribution, you will receive [list benefits from sponsorship list].

We really hope we can count on you to help fight for child abuse victims and give children a chance to live a happy and fulfilled life.

I would love to chat about this opportunity in person or over the phone and to discuss how we can make this work for everyone. Once again, I am available at (719) 583-6333 or keeley@pueblocac.org.

Thank you for considering our request and for your ongoing commitment to community engagement.

Walk a mile in their shoes, see what they see, hear what they hear, feel what they feel, maybe then we will understand.

Sincerely,

Keeley Samson
Resource Development Coordinator



Blue Sneaker Ball

2024 Blue Tie Gala



	Sponsor Packages			Table Reservations	
	Champion	Hero	Advocate		
Number of seats at Gala dinner	16	10	8	10	8
Venue seating at the Gala dinner	Premier	Preferred	Preferred	Best available at time of deposit	
VIP access to keynote speaker before dinner	.				
Tabletop logo recognition on table	.	.	.	.	.
Visible branding on social media and event materials	.	.	.		
Social media publicity	.	.	.		
Recognition from stage during event	.	.	.		
Logo spotlight at Gala*	.	.	.		
Logo on invitation (mailed February 2024)	.	.			
2 bottles of wine per table	.				
Deposit now to secure your sponsorship/seating	\$450	\$300	\$200	\$120	\$100
Balance due before March 2024	\$4,050	\$2,700	\$1,800	\$1,080	\$860
Total	\$4,500	\$3,000	\$2,000	\$1,200	\$960

Combine one or more sponsorship packages and dinner reservations to get just what you want.



From:

Business name:

Business contact:

Business address:

Reserve: (check all that apply)

Sponsor packages:
☐ Champion sponsor
☐ Hero sponsor
☐ Advocate sponsor

Table reservations only:
☐ Corporate table for 10
☐ Corporate table for 8

Check enclosed:

\$ _____

Send payment to:

Pueblo Child Advocacy
Center
301 W 13th Street
Pueblo, CO 81003

Memo: PCAC Blue Tie Gala

[illegible]



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN JORDAN ENGINEERING, LLC., A NEW MEXICO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE COLLECTION OF A DEPOSIT FOR THE INSTALLATION OF PUBLIC IMPROVEMENTS AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a Deposit Agreement between Jordan Engineering, LLC., and the City of Pueblo and authorizing the Mayor to execute said Agreement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Jordan Engineering, LLC will become the owner of a portion of the property located near the intersection of Pueblo Boulevard and Sovereign Circle which is currently in the process of being resubdivided. The developer intends to construct a drive-through coffee shop and has provided a traffic queueing analysis that demonstrates that traffic queues should normally be contained within the boundary of the property based on traffic generation data from other similar coffee shops operating in the region. However, engineers from both the City of Pueblo and CDOT have expressed concerns about the potential impacts on traffic flows on Pueblo Boulevard due to the proximity to the state highway. In order to mitigate any concerns related to unwanted traffic impacts on Pueblo Boulevard, the developer has agreed to provide a deposit of \$10,000.00 that the City of Pueblo may use to construct additional improvements necessary to modify or close the existing driveway if traffic queueing extends outside of the property.

FINANCIAL IMPLICATIONS

There are no direct financial costs to the City of Pueblo related to the adoption of this Ordinance. If approved, the City of Pueblo will collect a deposit of \$10,000.00 from the developer and may liquidate said deposit if deemed necessary to modify or close the existing driveway at any time during the first year after issuance of a Certificate of Occupancy for the proposed coffee shop. The terms of the proposed agreement required that the deposit be returned to the Developer if no undesired traffic impacts occur within the first year after the issuance of a Certificate of Occupancy.

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 of Pueblo from being able to enter into the proposed Deposit Agreement with the developer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Deposit Agreement (Dutch Bros). Clean. Developer Executed

ORDINANCE NO. 10654

AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN JORDAN ENGINEERING, LLC., A NEW MEXICO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE COLLECTION OF A DEPOSIT FOR THE INSTALLATION OF PUBLIC IMPROVEMENTS AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Deposit Agreement ("Agreement") by and between Jordan Engineering, LLC., a New Mexico 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 February 12, 2024.

Final adoption of Ordinance by City Council on February 26, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on , 02/29/2024 .

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

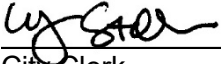
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk

DEPOSIT AGREEMENT

THIS DEPOSIT AGREEMENT, ("Agreement") is made and entered into this ____ day of _____, 2024 by and between the CITY OF PUEBLO, a Municipal Corporation, hereinafter referred to as "City", and Jordan Engineering, LLC, a New Mexico limited liability company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer will become the owner of a portion of the existing Lot 5, Block 14, Regency Park 5th Filing subdivision, City of Pueblo, County of Pueblo, Colorado, a lot which as of the date of this Agreement, is in the process of being re-subdivided with the legal description of Lot 2, Regency Park 5th Filing, 1st Amendment Subdivision, City of Pueblo, County of Pueblo, Colorado (hereinafter referred to as the "Property"); and

WHEREAS, the Property is adjacent to a state highway and Developer has requested that vehicular access to and from the Property be provided via Sovereign Circle (a City street not part of the state highway network) which connects to the state highway; and

WHEREAS, the Developer has proposed to construct a Dutch Bros drive-through coffee shop on the Property and the Developer's engineer has provided a traffic queueing analysis demonstrating that anticipated traffic queues related to the proposed use of the Property will be reasonably contained within the Property based on certain planning assumptions; and

WHEREAS, the City and the Colorado Department of Transportation ("CDOT") have expressed concerns regarding adverse safety and operational impacts that may be caused by vehicles queueing outside the Property on traffic flows along Pueblo Boulevard and have proposed roadway improvements that would mitigate those concerns should any such impacts occur; and

WHEREAS, to resolve such concerns and provide for the adequate development of the Property, Developer has agreed to the provisions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants and agreements, the City and Developer agree as follows:

1. Prior to and as a condition of approval any development of the Property by Developer, Developer shall deposit funds in the amount of \$10,000.00 (the "Deposit") with the City's Director of Finance. The amount of the Deposit represents the estimate of costs for the City to install public improvements necessary to modify or close the existing vehicular access to the Property from Sovereign Circle closest to Pueblo Boulevard ("Future Improvements"). The Deposit further represents the entire cost of Developer's contribution with respect to the Future Improvements.

2. Prior to issuance of a Certificate of Occupancy for any development of the Property by Developer, Developer shall draft a written traffic operations plan (the "Plan") that will minimize adverse impacts to safety and efficiency on public roadways that may be caused by traffic queues extending into the public right-of-way beyond the Property. A copy of the traffic operations plan and

all equipment, materials, and supplies necessary to implement mitigation measures identified in the plan shall be stored on the Property for immediate implementation of mitigation measures when required. Mitigation measures to be implemented on the Property are at the sole discretion of the Developer.

3. Notwithstanding traffic operation impacts during the initial “Grand Opening” period during the first four weeks after opening of the proposed Dutch Bros coffee shop, if in the sole opinion of the Director of Public Works, the safe and efficient operation of vehicular, bicycle, or pedestrian traffic is impacted by traffic queueing that extends outside of the Property, the Director of Public Works shall issue a written notice of noncompliance (“Notice”) to the Developer, which shall be considered to be properly served if sent by e-mail or if sent by first class mail. Developer shall, upon receipt of said Notice, immediately implement necessary mitigation measures to prevent off-Property queueing and other adverse traffic operation impacts. If, in the sole opinion of the Director of Public Works, the mitigations do not adequately address the identified adverse traffic impacts or other traffic operation impacts are caused, the Director of Public Works may, at his sole discretion, direct that the Deposit be withdrawn and used by the City to cause the installation of any improvements that may be required to modify or close the existing driveway access to the Property from Sovereign Circle or to cause any required striping or signage to be installed in Sovereign Circle that may be necessary to ensure the safe and efficient flow of traffic, bicycles, and pedestrians through the area. Developer further agrees to grant any temporary or permanent easements on the Property that may be required by the City to install said improvements. Nothing herein shall prevent or restrict the City or CDOT from implementing any lawful measures necessary to protect the health and safety of the public at any time in accordance with applicable laws, ordinances, or other regulations.

4. If, after a period of one (1) year from the date of the issuance of a Certificate of Occupancy for any building constructed on the Property, no adverse traffic safety or operational impacts requiring mitigation have been identified by the Director of Public Works; or if the Developer, at the direction of the Director of Public Works, has cured any traffic issues to the Director’s satisfaction, then the Director of Public Works shall direct that all deposited funds be returned to the Developer no later than sixty (60) days after the one-year anniversary date from issuance of the Certificate of Occupancy.

5. This Agreement shall terminate upon the earliest occurrence of any of the following:

- a. Issuance of written notice signed by Director of Public Works advising that the Developer is released from its obligations under this Agreement;
- b. The City issues final payment to its contractor for installation of Future Improvements;
- c. If no Certificate of Occupancy has been issued on the Property within three (3) years after the date of execution of this Agreement;

6. Should any Deposit balance remain with the City upon termination of this Agreement as defined in Paragraph 5, it shall be returned to the Developer within sixty (60) days of the effective termination date provided Developer is in compliance with all obligations under this Agreement

7. All notices required to be made under this Agreement or other routine correspondence related thereto between City and Developer shall be addressed as specified below or as otherwise may be updated from time to time in writing by said parties:

If to City:

By U.S. Mail/Courier service:

Director of Public Works
211 E. D Street
Pueblo, CO 81003

With copy to:

City Attorney
1 City Hall Pl.
Pueblo, CO 81003

By e-mail:

pubworks@pueblo.us

With copy to:

cityattorney@pueblo.us

If to Developer:

If by U.S. Mail/Courier service:

Jordan Engineering, LLC
18230 W Oregon Ct
Litchfield Park, AZ 85340

If by e-mail:

jwjengr@aol.com

With copy to:

Mako Kellman
Anvil Real Estate & Development, LLC
1776 Montano Rd NW, Suite 25
Albuquerque, NM 87107

With email copy to: mkellman@swcp.com

8. Nothing contained herein is intended to be relied upon or otherwise act as an amendment of or a release of any obligations under law and City code.

9. Developer's rights and obligations under this Agreement may be assigned and delegated to a subsequent owner of the Property. Any remaining balance of Deposit funds that exist upon termination of this Agreement shall be returned to the Developer unless Developer assigns this Agreement and the Deposit to a subsequent owner in writing and City approves said assignment. To the extent that improvements, access to, and use of the Property are consistent with Developer's plan for development of the Property, the Future Owner will have no additional financial obligation with respect to its obligations under this Agreement.

10. This Agreement shall be governed by 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.

*****SIGNATURE PAGES FOLLOW*****

Executed at Pueblo, Colorado, the day and year first above written.

**CITY OF PUEBLO,
A MUNICIPAL CORPORATION**

By _____
Nicholas A. Gradisar, Mayor

ATTEST:

City Clerk

JORDAN ENGINEERING, LLC (DEVELOPER)

By  _____
Mako D. Kellman , Authorized Signatory



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT NO. CI2423 - ENERGY PERFORMANCE CONTRACT AUDIT, BUDGETING AND APPROPRIATING \$125,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND FOR SAID PROJECT, AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE AND THE CITY OF PUEBLO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance establishes Project No. CI2423 - Energy Performance Contract Audit and budgets and appropriates \$125,000.00 from the unappropriated fund balance of the General Fund to said project to fund building energy audits to identify potential future projects.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado Energy Office has established an Energy Performance Contracting (EPC) program which allows public entities to leverage energy cost savings realized from the implementation of capital projects to finance the cost of implementing those improvements. The program requires that the City contract for an energy consultant to perform an investment-grade energy audit of certain facilities. The audit team will help the City identify a slate of potential projects that would result in long-term energy cost savings, and to prioritize those projects based on anticipated payback. The program is set up to allow the City to select (or to not select) any of those projects and to use the future cost savings as a funding source to finance the cost of implementing those projects so that the City does not incur a major capital outlay to install the required upgrades. The City will realize several benefits through its participation in the EPC program, including:

- Long-term reduction in City's energy demand and permanent cost savings that reduce recurring energy expenses once implemented projects are paid
- Updated/upgraded facilities and building systems without the need to divert significant

capital resources

- Alignment with City's strategic energy objectives

Through participation in the program, Public Works intends to assess approximately 500,000 of the City's 1.5 million square feet of facility space to identify potential energy savings projects.

FINANCIAL IMPLICATIONS:

This Ordinance will transfer \$125,000.00 from the unappropriated General Fund balance to Project No. CI2423 - Energy Performance Contract Audit. The funds will be available to cover the City's obligation to pay for the required energy audit.

BOARD/COMMISSION RECOMMENDATION:

The City's Energy Advisory Commission has recommended the City's participation in this program.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass this Ordinance will preclude the City from participating in the Colorado Energy Office's Energy Performance Contract program.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. CEO EPC Memorandum of Understanding

ORDINANCE NO. 10655

AN ORDINANCE ESTABLISHING PROJECT NO. CI2423 - ENERGY PERFORMANCE CONTRACT AUDIT, BUDGETING AND APPROPRIATING \$125,000.00 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND FOR SAID PROJECT, AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE AND THE CITY OF PUEBLO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

Project No. CI2423 - Energy Performance Contract Audit is approved and hereby established.

SECTION 2.

Funds in the amount of \$125,000.00 are hereby transferred from the 2024 unappropriated fund balance of the General Fund, and budgeted and appropriated into Project No. CI2423 - Energy Performance Contract Audit.

SECTION 3.

The Memorandum of Understanding by and between the State of Colorado by and through the Colorado Energy Office, and the City of Pueblo, a Colorado Municipal Corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute the Memorandum of Understanding for and on behalf of the City Pueblo.

SECTION 4.

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 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 12, 2024.

Final adoption of Ordinance by City Council on February 26, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

- ☒ Approved on 02/29/2024.
- ☐ 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

MEMORANDUM OF UNDERSTANDING
between the COLORADO ENERGY OFFICE
and CITY OF PUEBLO

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the STATE OF COLORADO (the “State”), acting by and through the Colorado Energy Office (the “CEO”), and the City of Pueblo, a Colorado municipal corporation (the “Facility Owner”). “Party” means the State, CEO or Facility Owner and “Parties” means both the State/CEO and the Facility Owner.

RECITALS

WHEREAS, in compliance with the State Procurement Code as set forth in section 24-101-101, *et seq.*, C.R.S. and any applicable public bidding requirements, the CEO issued a Request for Proposals (“RFP”) to energy service companies (“ESCOs”) to provide as needed energy performance contract services for its Energy Performance Contracting Program; and

WHEREAS, as a result of the RFP process, CEO maintains a list of pre-qualified ESCOs that are eligible for final selection by State agencies and local governments and/or municipalities to provide energy performance contracting services; and

WHEREAS, the purpose of this MOU is to provide the Facility Owner with access to the services and support of the CEO’s Energy Performance Contracting (“EPC”) Program; and

WHEREAS, in furtherance of the purpose of this MOU, the CEO is available to assist the Facility Owner with the development and implementation of EPC projects, as well as to encourage the Facility Owner to adhere to the guidelines of the EPC Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations and covenants contained herein, the parties hereto agree as follows:

- 1. Effective Date of MOU.** This MOU shall become effective upon the later date on which the Director or authorized designee of CEO, or the representative for the Facility Owner has signed it.
- 2. Term of MOU.** The Parties’ respective performances under this MOU shall commence on the Effective Date and shall expire one year from date of signature or at the end of the term of services contracted from a pre-qualified ESCO.
- 3. Responsibilities of the CEO and the EPC Program to Facility Owner.** The responsibilities of the CEO and the EPC Program include, but are not limited to:
 - a. Upon execution of this MOU, CEO will assign an EPC project consultant to provide advice and technical assistance throughout the lifecycle of Facility Owner’s project.
 - b. CEO will provide the Facility Owner with information on the CEO website regarding the pre-approved, pre-qualified list of ESCOs, which includes links to the ESCOs’ website for further information;
 - c. CEO will assist Facility Owner to procure the services of an ESCO from the pre-qualified list of approved ESCOs;

- d. CEO will assist the Facility Owner with technical guidance in order to develop and execute a Technical Energy Audit and Project Proposal Contract with a pre-qualified ESCO and also support the Facility Owner with any amendments thereof;
- e. CEO will provide technical guidance to the Facility Owner and attend on-site meetings between the Facility Owner and ESCO, as needed and subject to availability;
- f. CEO will assist the Facility Owner to develop and initiate an energy performance contract project;
- g. CEO will monitor project implementation for audits and for energy performance contract projects;
- h. CEO will facilitate the energy performance contract process to ensure commitments are met by both the ESCO and the Facility Owner;
- i. CEO will review Facility Owner's audits, proposals, calculations, contracts and measurement and verification reports;
- j. As required for school districts and requested by other public agencies, the CEO will complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;
- k. If applicable, CEO will identify possible solutions to mediate any conflicts between the Facility Owner and the ESCO.

4. Responsibilities of the Facility Owner. The responsibilities of the Facility Owner include:

- a. By executing this MOU, Facility Owner agrees to program participation in CEO's EPC Program and engage the CEO for assistance in all stages of the EPC Program, including project development;
- b. Using a secondary selection process, Facility Owner agrees to select an ESCO from CEO's current pre-qualified list of ESCOs and which meets the requirements of Facility Owner's procurement rules, regulations and statutes (if applicable);
- c. Facility Owner will provide information as needed for the feasibility study/technical energy audit and any other project development activities;
- d. Facility Owner will review/approve the ESCO's proposals, designs and reports in a timely manner;
- e. Facility Owner agrees to execute CEO approved contracts with the ESCO;
- f. Facility Owner agrees to arrange for project financing, and with the assistance and advice of legal counsel, execute appropriate financing documents and EPC contract;
- g. Facility Owner agrees to provide project management;
- h. Facility Owner will endeavor to work with the pre-qualified ESCO to develop and refine project parameters and any other project development activities;
- i. Facility Owner will assign its staff, employees, representatives to the facility project team including operations, maintenance, financial and upper management personnel;
- j. Depending on the subject matter to be discussed, Facility Owner will ensure appropriate personnel attend project development meetings;

- k. Facility Owner will provide access to and escort ESCO, its subcontractors and CEO to buildings during mutually agreed-upon hours;
 - l. If Facility Owner is a school district, Facility Owner agrees to allow CEO to complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;
 - l. During project reviews and any other reviews, Facility Owner will endeavor to address CEO's recommendations;
 - m. As requested by CEO and as needed, Facility Owner agrees to provide CEO with information regarding measurement and verification activities.
5. THIS MOU IS NOT INTENDED TO CREATE, NOR WILL THIS MOU BE CONSTRUED OR INTERPRETED AS CREATING A LEGALLY BINDING AND ENFORCEABLE CONTRACT BETWEEN THE PARTIES. IN THE EVENT EITHER PARTY FAILS TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU, THERE WILL BE NO LEGAL OR EQUITABLE REMEDIES AVAILABLE TO EITHER PARTY. THE SOLE REMEDY AVAILABLE TO THE PARTIES FOR FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU IS TO TERMINATE THIS MOU. THE FACILITY OWNER ACKNOWLEDGES AND AGREES THAT CEO'S SERVICES MAY INCLUDE ADVICE AND RECOMMENDATIONS, BUT ALL DECISIONS IN CONNECTION WITH THE FACILITY OWNER'S EPC PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE FACILITY OWNER, ITS AGENTS AND CONTRACTORS.
6. **Signatures.** IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

STATE OF COLORADO , acting by and through the COLORADO ENERGY OFFICE		CITY OF PUEBLO , a Colorado municipal corporation (FACILITY OWNER):	
_____ Will Toor, CEO Director	_____ Date	_____ Heather Graham, Mayor	_____ Date
		____ Yes! I have reviewed this MOU and accept CEO's free technical support for an EPC project.	
		____ No thank you. I have reviewed this MOU and decline CEO's free technical support for an EPC project.	
_____ EPC Team Representative	_____ Date		



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF \$65,000.00 FROM GOODWIN KNIGHT, LLC SATISFYING DEVELOPER'S OBLIGATION WITH RESPECT TO INSTALLATION OF TRAFFIC CONTROL IMPROVEMENTS AT THE INTERSECTION OF PARKER BOULEVARD AND SPAULDING AVENUE, A CONDITION OF THE "EAST OF PUEBLO BOULEVARD AND SOUTH OF TUXEDO BOULEVARD" ANNEXATION AGREEMENT DATED MAY 25, 2001 AND APPROVED UNDER ORDINANCE NO. 6688; ESTABLISHING PROJECT NO. CI2425 - TRAFFIC CONTROL IMPROVEMENTS AT PARKER AND SPAULDING; AND BUDGETING AND APPROPRIATING \$65,000.00 INTO SAID ACCOUNT

SUMMARY:

This Ordinance will accept a payment in the amount of \$65,000.00 from Goodwin-Knight, LLC for its obligation to install traffic control improvements at the intersection of Parker Blvd. and Spaulding Ave. The Ordinance also creates a new project account and deposits, budgets and appropriates the developer's funds into that new project account.

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance No. 6688 on May 29, 2001, approving an Annexation Agreement for the area known as "East of Pueblo Boulevard South of Tuxedo Boulevard", which requires property owners to install traffic control improvements at the intersection of Parker Boulevard and Spaulding Avenue.

BACKGROUND:

Goodwin Knight, LLC, as owner of property located within the City of Pueblo annexed under the Annexation Agreement dated May 25, 2001 for the area known as "East of Pueblo Boulevard, South of Tuxedo Boulevard", is obligated to install traffic control improvements at the intersection of Parker Boulevard and Spaulding Avenue. Rather than requiring the developer to solely bear the cost of installing said improvements, the City will accept a payment from the developer representing an equitable share of the cost to install a traffic signal and associated improvements at the intersection.

The City's acceptance of this payment will satisfy the developer's obligation with respect to the installation of traffic control improvements required under the Annexation Agreement.

FINANCIAL IMPLICATIONS:

Funds paid by the developer in the amount of \$65,000.00 will be deposited and budgeted and appropriated into Account No. CI2425 - Traffic Control Improvements at Parker and Spaulding.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve this Ordinance will preclude the City from accepting the developer's payment for required traffic control improvements.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10656

AN ORDINANCE ACCEPTING FUNDS IN THE AMOUNT OF \$65,000.00 FROM GOODWIN KNIGHT, LLC SATISFYING DEVELOPER'S OBLIGATION WITH RESPECT TO INSTALLATION OF TRAFFIC CONTROL IMPROVEMENTS AT THE INTERSECTION OF PARKER BOULEVARD AND SPAULDING AVENUE, A CONDITION OF THE "EAST OF PUEBLO BOULEVARD AND SOUTH OF TUXEDO BOULEVARD" ANNEXATION AGREEMENT DATED MAY 25, 2001 AND APPROVED UNDER ORDINANCE NO. 6688; ESTABLISHING PROJECT NO. CI2425 - TRAFFIC CONTROL IMPROVEMENTS AT PARKER AND SPAULDING; AND BUDGETING AND APPROPRIATING \$65,000.00 INTO SAID ACCOUNT

WHEREAS, City Council approved the Annexation Agreement between the City of Pueblo and Qwanzo, LLC dated May 25, 2001 for the area known as "East of Pueblo Boulevard and South of Tuxedo Boulevard" under Ordinance No. 6688; and

WHEREAS, the aforementioned Annexation Agreement requires property owners within the annexed area to construct traffic control improvements at the intersection of Parker Boulevard and Spaulding Avenues; NOW, THEREFORE,

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

SECTION 1.

Project account no. CI2425 - Traffic Control Improvements at Parker and Spaulding is hereby established.

SECTION 2.

Funds in the amount of \$65,000.00 paid to the City of Pueblo by Goodwin Knight, LLC are hereby accepted and the Director of Finance is directed to deposit and budget and appropriate said funds into account no. CI2425 - Traffic Control Improvements at Parker and Spaulding.

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 February 12, 2024.

Final adoption of Ordinance by City Council on February 26, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on 02/29/2024.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

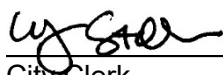
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A TRAIL LICENSE AGREEMENT AND A LICENSE TO CROSS BETWEEN THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATED TO THE OPERATION AND MAINTENANCE OF TRAIL IMPROVEMENTS TO BE INSTALLED AS PART OF CDOT'S PROJECT TO RECONSTRUCT THE I-25/US-50B INTERCHANGE, AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

This Ordinance approves a Trail License Agreement and License to Cross between the State of Colorado by and through the Colorado Department of Transportation and the City of Pueblo related to the operation and maintenance of trail improvements that will be constructed by CDOT during their upcoming project to rebuild the Interstate 25 and US-50 Bypass interchange.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

As part of CDOT's project to reconstruct the interchange at I-25 and US-50B, a pedestrian and bicycle trail will be constructed by CDOT within its right-of-way to provide safe and efficient access across the interstate, Fountain Creek, and the railroad tracks for non-vehicular traffic. As a condition of the trail construction, CDOT requires that the City accept maintenance responsibility for the proposed improvements. The Parks and Recreation Department will carry out vegetation management and associated trail maintenance responsibilities as part of its recreational trail maintenance program.

FINANCIAL IMPLICATIONS:

Under the Trail Maintenance Agreement and License to Cross, the City would be responsible for ongoing maintenance of the installed trail improvements. The City would also be responsible for costs associated with any City-requested changes in project scope related to the trail work and for removing said improvements should the City no longer desire to maintain them.

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 entering into the Trail Maintenance Agreement and issuance of the License to Cross from CDOT to the City.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. License to Cross (Final)
2. 23535 Trail License Agreement (Final)

ORDINANCE NO. 10657

AN ORDINANCE APPROVING A TRAIL LICENSE AGREEMENT AND A LICENSE TO CROSS BETWEEN THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATED TO THE OPERATION AND MAINTENANCE OF TRAIL IMPROVEMENTS TO BE INSTALLED AS PART OF CDOT'S PROJECT TO RECONSTRUCT THE I-25/US-50B INTERCHANGE, AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Trail License Agreement ("Agreement") and the License to Cross ("License") by and between the State of Colorado by and through the Colorado Department of Transportation ("CDOT"); and the City of Pueblo, a Colorado Municipal Corporation ("City"), copies of which are attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, are hereby approved. The Mayor is hereby authorized to execute said Agreement and said License for and on behalf of the City of Pueblo and the City Clerk's Office is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement and License to implement the policies and procedures described herein.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 12, 2024.

Final adoption of Ordinance by City Council on February 26, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on 02/29/2024.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

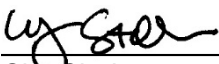
☐ Council did not act to override the Mayor's veto.

☐ 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

Project Number: 23535

Location: Interstate 25 (I-25) and State Highway 50B (US50B)

LICENSE

WHEREAS, the Colorado Department of Transportation intends to reconstruct the interchange at Interstate 25 and US Highway 50 Bypass and the bridges crossing over the Fountain Creek and the railroad tracks east of the interstate under Project Number 23535; and

WHEREAS, the City of Pueblo desires that a trail be constructed to facilitate safe and efficient bicycle and pedestrian movement across the interstate; and

WHEREAS, the City and the Colorado Department of Transportation also intend to execute a separate Trail Maintenance Agreement delineating responsibilities related to the construction, operation, and maintenance of the aforementioned trail improvements; NOW THEREFORE,

THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO ("Licensor"), whose legal address is 2829 W. Howard Pl., City and County of Denver, State of Colorado, hereby grants to the City of Pueblo, A Home Rule City and Colorado Municipal Corporation ("Licensee") whose legal address is 1 City Hall Place, City of Pueblo, Pueblo County, State of Colorado 81003, to wit:

PERMISSION TO CROSS OVER the access control line of the Colorado Department of Transportation, from and to the real property in the Northwest Quarter of Section 30, Township 20 South, Range 64 West of the Sixth Principal Meridian, in the City of Pueblo, County of Pueblo, Colorado, ("the Property"), as described in the attached legal description and drawing, FOR THE PURPOSE OF activities associated with maintenance and use of the trail within the Right of Way of Interstate 25 (I-25) and State Highway 50B (US50B).

This agreement constitutes a bare License, conferring no enforceable right on Licensee and creating no property interest. It is a mere personal privilege, non-transferable and revocable at will, but shall be valid and remain in effect through perpetuity unless terminated for good cause in writing by either party. This License shall not be considered a commitment by Licensor nor in any way authorizes or guarantees any continuing use of the License. This License authorizes the aforementioned access control line crossing for Licensee's maintenance and use of the trail. The Licensee shall locate all utilities prior to commencing any future excavation work that Licensee or its contractors and subcontractors may be authorized to perform within the Property. Licensee assumes liability for the operation, maintenance, and use of the crossing and, to the extent permitted by Colorado law, agrees to defend, indemnify, and hold harmless the Federal Highway Administration and the Licensor and any employees, agents contractors, or other representatives of the Licensor against any and all damages, claims, liability, loss, or expenses, including attorney's fees and litigation costs, arising from or in any way related to the Licensee's operation, maintenance, or use of the entranceways or the issuance or use of this License. Licensee shall maintain the crossing in good repair at all times and, upon termination, Licensee shall be responsible for the prompt removal of the crossing and restoration of CDOT right-of-way to the condition found prior to commencing work in accordance with terms and conditions of the Trail License Agreement between the Colorado Department of Transportation and the City of Pueblo dated _____. This License is not a State Highway Access Permit, State Highway Utility Permit, or a Special Use Permit.

*****SIGNATURE PAGE FOLLOWS*****

Signed this _____ day of _____, 20__

ATTEST:

STATE OF COLORADO
DEPARTMENT OF TRANSPORTATION

Andrea Grinder
Chief Clerk-Property Management

Keith Stefanik, P.E
Chief Engineer

Accepted by the City of Pueblo

By: _____ this _____ day of _____ 20__
Nicholas A. Gradisar, Mayor

Approved as to Form:

_____ Date: _____
George Hypolite, City Attorney

EXHIBIT "A"

**U.S. 50 TRAIL
ACCESS CONTROL LINE
INTERSTATE HIGHWAY NO. 25 – M.P. 99.9 (U.S. 50 BYPASS)
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST
SIXTH PRINCIPAL MERIDIAN
PUEBLO COUNTY, COLORADO
DATE: NOVEMBER 20, 2023**

DESCRIPTION

One access control opening along the Interstate Highway No. 25 Right-of-Way and Highway 50 Bypass at M.P. 99.9 for the U.S. 50 Trail, situated in the Northwest Quarter of Section 30, Township 20 South, Range 64 West, of the 6th PM in the City of Pueblo, County of Pueblo, State of Colorado, being described as follows:

**West side of Interstate Highway No. 25
12-foot opening**

Beginning at the Northwest Corner of Section 30, monumented with a 3 1/2" Aluminum Cap, thence South 04°52'16" East, a distance of 151.71 feet to an angle point in the south right-of-way line of Interstate Highway No. 25, as depicted in Colorado Department of Transportation Project C 02-0018-01, thence North 88°36'17" East along said right-of-way line, a distance of 62.40 feet, to a point, said point being the BEGINNING OF ACCESS:

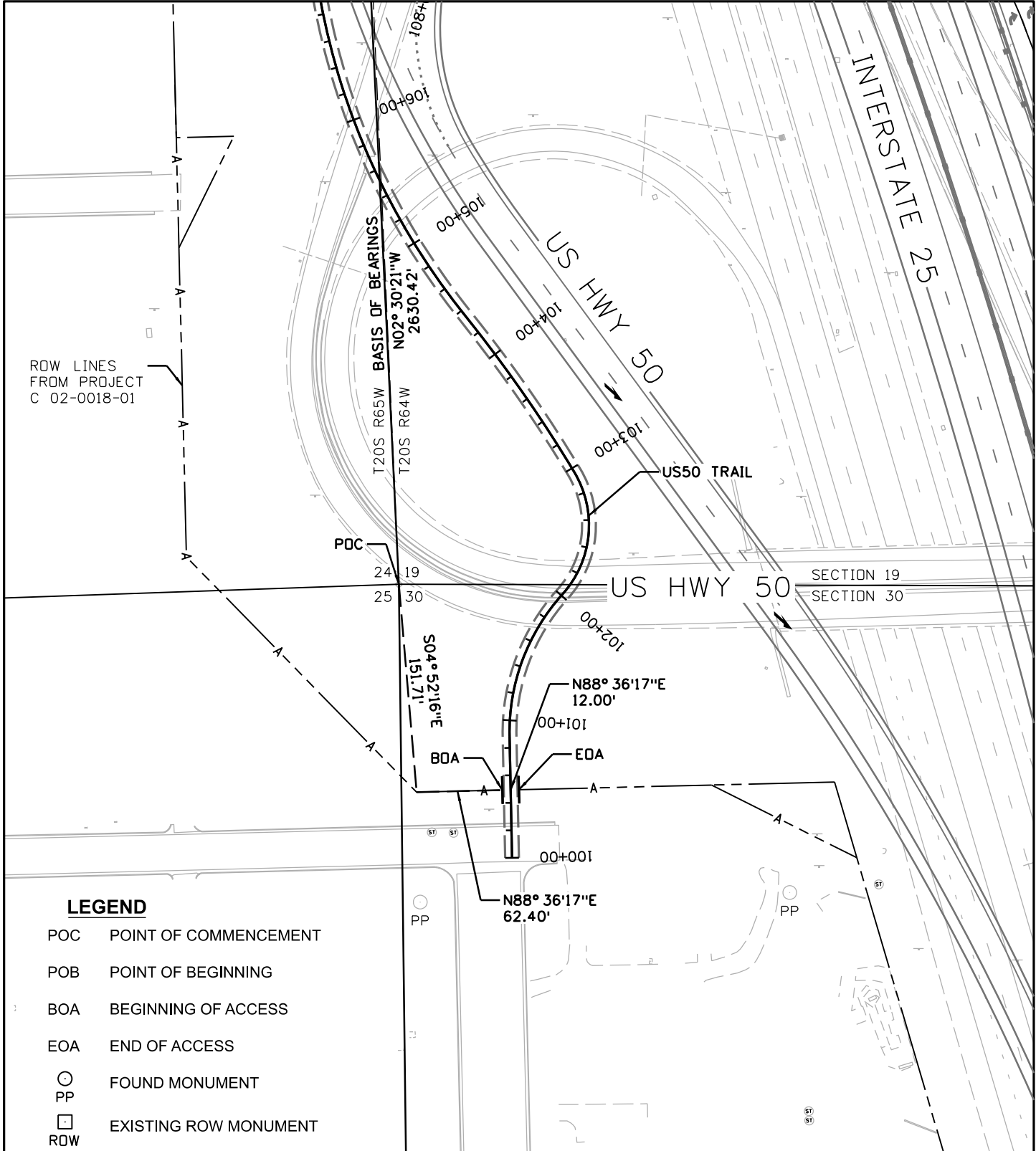
1. Thence along said south right-of-way line, North 88°36'17" East, a distance of 12.00 feet to a point, said point being the END OF ACCESS.

The purpose of the above described access opening is for the U.S. 50 Trail to cross the Interstate Highway No. 25 Right-of-Way.

Basis of Bearings: Bearings are based on a bearing of North 02°30'21" West from Northwest Corner of said Section 30 (a 3 1/2" Aluminum Cap) to the West Quarter Corner of Section 19, Township 20 South, Range 64 West (a 3 1/2" Aluminum Cap).

For and on Behalf of the
Colorado Department of Transportation
Lorelei A. Ward, PLS #34982
Farnsworth Group Inc.
5775 Mark Dabbling Blvd. #190
Colorado Springs, CO 80919

11/20/2023 mlfischer 3:37:14 PM D:\LOCAL\0211010.00_125_SH50\2023.11.17_Exhibits\DRD\23535EXH_Sheet01_ALine_US50Trail.dgn



LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- BOA BEGINNING OF ACCESS
- EOA END OF ACCESS
- FOUND MONUMENT
- PP
- EXISTING ROW MONUMENT
- ROW

Colorado Department of Transportation



Region 2
5615 Wills Blvd.
Pueblo, CO 81008
Phone: 719-562-5568

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS



5775 Mark Dabbling Blvd. #190
Colorado Springs, CO 80919
(719) 590-9194 / (719) 590-9111 Fax
www.f-w.com

**EXHIBIT B
TRAIL ACCESS CONTROL**

I-25 AT M.P 99.9 (U.S. 50)
SECTION 30, T-20-S R-64-W, 6TH PM
PUEBLO COUNTY, COLORADO

Project No:

Date: 11/20/2023

Sheet Number: 1 OF 1

Property Management #: _____
Project #: 23535

TRAIL LICENSE AGREEMENT

THIS LICENSE, made this ____ day of _____, 20____ by and between the State of Colorado, Department Transportation, hereinafter referred to as "CDOT", and **THE CITY OF PUEBLO, A Home Rule City and Colorado Municipal Corporation**, hereinafter referred to as "Local Agency",

WHEREAS, Local Agency is planning the construction of a "non-motorized trail," as defined by Section 33-11-103(4), C.R.S., as amended, and its appurtenances, generally referred to by Local Agency as the US50B over I25 Trail (the "Trail"); and

WHEREAS, the Trail is further depicted in the description and/or map attached hereto as Exhibit A;

WHEREAS, CDOT has prepared engineering, design, and construction plans for the Trail (the "Plans"); and

WHEREAS, as shown on the Plans, CDOT has rights in certain property, hereinafter referred to as the "CDOT Right of Way," which is used for right of way at or near the highway known as **Interstate 25 (I-25) and State Highway 50B (US50B)**; and

WHEREAS, CDOT is charged with strategic planning and construction of statewide transportation systems, and implements its mission through careful planning and coordination with the Federal Highway Administration, often through acceptance of federal highway funds, and this process significantly impacts the ways in which CDOT Right of Way can be utilized; and

WHEREAS, CDOT has allowed the Trail and its non-motorized trail traffic to enter, occupy, and exit CDOT Right of Way as shown on the Plans; and

WHEREAS, CDOT desires to allow Local Agency to use CDOT Right of Way for operation, maintenance, and use of the trail, as described herein, subject to the terms and conditions of this Agreement; and

WHEREAS, Local Agency recognizes that CDOT must retain the superior right to use CDOT Right of Way for highway purposes, and Local Agency desires to agree to relinquish the use of such right of way without any cost or liability to CDOT, in accordance with the terms of this Agreement; and

WHEREAS, CDOT shall pay for the cost of construction of the Trail; and

WHEREAS, Local Agency pay for the cost of maintenance of the Trail; and

WHEREAS, CDOT and Local Agency consider it to be in their mutual interest to cooperate in and to agree upon certain responsibilities with regard to performance of the Trail; and

WHEREAS, this Agreement is executed by CDOT pursuant to the provision of Sections 43-2-103 and 43-2-144, C.R.S., as amended;

WHEREAS, CDOT and Local Agency have the authority, as provided in §§ 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144, C.R.S., as emended, and in applicable ordinance or resolution duly passed and adopted by the Local Agency, to enter into this Agreement with Local Agency for the purpose of maintaining the Trail; and

WHEREAS, Local Agency has duly executed this Agreement under the appropriate authority and after satisfying all legal prerequisites to binding itself to the obligations detailed herein.

NOW, THEREFORE, it is hereby agreed that:

A. Grant of Revocable License. CDOT grants a revocable license to Local Agency to use a portion of the CDOT Right of Way, as described and shown on the Plans and pursuant to the terms and conditions as are contained herein and on the Plans. Such grant is for the sole purpose of the maintenance of a trail that enters, travels within, and exits the CDOT Right of Way, in accordance with the Plans and any subsequently approved plans. In accepting this Agreement, Local Agency agrees to appropriate funding needed to provide maintenance for the Trail and assumes all liability for the Trail, as well as other terms and conditions as stated herein. Notwithstanding this paragraph, the grant is subject to CDOT's issuance of a Special Use Permit, and the decision whether to issue such a permit is in the sole discretion of CDOT.

B. CDOT Plan Review & Approval by Written Letter. CDOT is constructing the original trail under the 23535 roadway construction project. If the Local Agency desires any future improvements to the trail or expansion of the trail, they will provide Plans for CDOT to review and CDOT may indicate changes necessary to ensure compliance with CDOT and FHWA requirements. Approval of the Plans constitutes initial approval only; Local Agency shall not commence construction until CDOT issues to Local Agency a Special Use Permit and, thereby, approves the final construction and design plans for the Trail (the "Final Plans"). Local Agency must receive written approval from CDOT of the Final Plans via the Special Use Permit prior to Local Agency's commencement of construction. All approvals required by this Agreement must be in writing, and by written letter, not electronic mail. CDOT shall not be precluded or estopped by acceptance of the Trail from showing at a later time that the Project work as constructed does not in fact conform to the approved as-built Final Plans, nor from recovering from Local Agency such damage as CDOT may sustain by reason of Local Agency's failure to comply with the terms of this Agreement or the Final Plans. Neither acceptance by CDOT of the Trail work nor any possession of the constructed Trail facilities by CDOT shall operate as a waiver of any portion of this Agreement or of any power herein reserved, or of any right to damages. Except as provided otherwise herein, CDOT shall not be liable or responsible in any manner for the design details of the Trail improvements or Trail expansion or the accuracy or completeness of the Final Plans.

C. CDOT Right to Inspect Construction. CDOT shall have the ongoing right, but not the obligation, to review construction plans and inspect construction of any future Trail improvements or expansion within or affecting CDOT Right of Way for purposes of ensuring that it comports with the Final Plans and meets federal and CDOT highway laws, rules, and standards. The inspections shall only be visual, and shall not constitute an acceptance of the workmanship or materials used in the work done by Local Agency or its Contractor. Inspection does not confer any liability for the work of the Trail on CDOT. If any CDOT inspection or review discloses any work, in whole or in part as being unsatisfactory, CDOT may give Local Agency directions for correction of same, and Local Agency shall implement CDOT's directions or ensure its Contractor implements CDOT's directions.

D. Modification of the Final Plans & Design-Build Terms. If, following execution of this Agreement, Local Agency desires to make any material change to the Final Plans for any future improvement or expansion, Local Agency shall discuss such change or changes with CDOT, provide CDOT with a complete copy of the revised plans showing not only such changes, but also a reproduction of all plans, maps, designs and specifications, and await CDOT's written approval of the Final Plans prior to commencing construction of the parts materially changed. As discussed in Paragraph F, Local Agency must receive written approval from CDOT of its Final Plans prior to Local Agency's commencement of construction. For design-build projects, Local Agency shall be responsible for disclosing material changes to CDOT and ensuring CDOT approves any material changes that arise due to Contractor's construction discretion. For purposes of this paragraph, a "material change" includes, but is not limited to, any change from the Final Plans in the path which will entail more than a one-foot deviation in either the size or the location of the path, any significant change in the character or construction standards of the Trail, any change that could compromise the adjacent or subjacent support of the Trail or the CDOT Right of Way. If CDOT makes material changes to the Final Plans subsequent to the execution of this Trail License Agreement, Local Agency shall be afforded the opportunity to review the proposed changes to determine impacts to its ongoing maintenance obligations and provide its concurrence with those changes.

E. Permitted Trail Uses. Use of the Trail will be limited to bicycles, pedestrians, wheelchairs, and other non-motorized users. No motorized vehicle use will be permitted, with the exception of motorized vehicles necessary for maintenance of the Trail, motorized wheelchairs, and emergency vehicles and emergency access.

F. Construction. Local Agency shall not perform any construction on the CDOT Right of Way until CDOT provides Local Agency with written approval of the Final Plans for any future improvement or expansion and Local Agency has obtained all required approval, clearance and coordination from and with appropriate agencies, including, specifically, by CDOT's issuance of a Special Use Permit. Local Agency agrees and acknowledges it must obtain a Special Use permit from CDOT prior to commencing construction. This Agreement creates no promise or warranty that the Special Use Permit will be provided. Local Agency shall be responsible for the construction of the Trail and shall be solely charged with directing any independent contractor(s) it engages (throughout this Agreement, singularly or collectively, as the case may be, the "Contractor") to ensure construction occurs in accordance with the Final Plans and this Agreement. Local Agency shall provide oversight of engineering and construction, which shall include all elements of field and office engineering, land survey controls, inspection and material testing and control by qualified personnel. Local Agency shall administer and provide ongoing technical direction to the Contractor concerning such construction,

including all such direction as required for Local Agency to comply with the provisions herein. Construction of portions in or affecting the CDOT Right of Way shall be in conformance with any directions or specifications made to Local Agency by CDOT, and Construction by Local Agency or its Contractor in exact conformance with the Final Plans approved by CDOT and any directions or specifications made to Local Agency by CDOT is material consideration for CDOT. If CDOT determines, in its sole discretion, that a traffic control plan is warranted for any future improvements or expansion, the use of equipment on the CDOT Right of Way and adjacent frontage road areas will be subject to the terms of the approved traffic control plan. A temporary fence or other access control barrier must be erected during all times that work is not taking place. No equipment shall be left in the CDOT Right of Way overnight or unattended, except for the erosion control and temporary barrier fencing. Upon completion of the work, CDOT may require Local Agency construct a permanent fence meeting the CDOT's standards and specifications. All areas disturbed that are not permanent construction, improvements or disturbances contemplated by the Final Plans shall be restored by Local Agency to CDOT's satisfaction including stockpiling of existing topsoil to be replaced at the completion of the project, finish grading to restore proper drainage, re-seeding, application of certified weed-free mulch, application of an organic mulch tackifier, and the removal of all appurtenances required to support the operation of the Contractor.

G. Local Agency's Contractor. CDOT shall not be responsible or liable for any conduct of the Contractor or any other third parties Local Agency engages for future Trail improvements or expansion. Local Agency's contract with the Contractor shall account for the terms of this Agreement. Any contract with Contractor shall provide terms and conditions that ensure Contractor complies with standard CDOT construction specifications and legal requirements and CDOT shall have the right to review such contract. Local Agency shall be responsible for the administration of and payment to its contractor of all costs incurred for project construction under the construction contract with the Contractor. Local Agency shall ensure Contractor has obtained any insurance policies that may be required by law. As a part of the Special Use Permit, CDOT shall be named as an Additional Insured to any and all insurance policies required of Contractor by Local Agency, and Local Agency shall ensure that Contractor provide an endorsement naming CDOT as an Additional Insured on Contractor's Commercial General Liability, and Umbrella or Excess Liability policies.

H. Costs. CDOT shall be responsible for the cost of the original trail construction with the 23535 roadway project. The Local Agency shall be responsible for all costs of future Trail improvements or expansion including, but not limited to, preparing and modifying the Plans and/or Final Plans, all path construction, re-construction and re-location costs, and all remedial costs. Notwithstanding the foregoing sentence, CDOT shall be responsible for any future improvements or expansion for bearing its own costs, including those costs associated with its review of the Plans and Final Plans and inspection of the construction. It is the intent of the parties that, in exchange for CDOT's permission to create future Trail improvements or expansion, Local Agency shall be responsible for all costs arising out, related to, or as a result of the construction, maintenance and operation of those future Trail improvements or expansion.

I. Local Agency's Maintenance Obligations. Local Agency shall maintain and operate the improvements constructed under this Agreement for the original Trail construction with the 23535 roadway project as well as future Trail improvements or expansion, at its own cost and expense during their useful life, in a manner satisfactory to CDOT, and will make ample provision for such

maintenance each year. Additionally, Local Agency shall be responsible for mowing weeds and grasses within ten (10) feet of either edge of the trail, whether by walking lawn mower or tractor-type lawn mower. Such maintenance and operations shall be in accordance with all applicable statutes and ordinances, and regulations promulgated thereunder, which may define Local Agency's obligation to maintain such improvements. CDOT may make periodic inspections of the Trail to verify that such improvements are being adequately maintained with respect to protection of the CDOT Right of Way. In the event that the Trail is not maintained in accordance with applicable laws or rules, CDOT may notify Local Agency in writing, and if such maintenance remains deficient for a period of thirty (30) days after such written notice, CDOT may perform maintenance actions or direct the performance of maintenance actions which it deems necessary. CDOT may bill Local Agency for the costs associated with such maintenance. Local Agency shall reimburse CDOT for the reasonable costs of such maintenance actions within sixty (60) days of receipt of the CDOT billing. Local Agency's duty to maintain the Trail includes the following: (1) keeping the Trail free from obstructions and impediments that may interfere with bicycle, wheelchair, and pedestrian traffic, including sand and debris; (2) maintain regulatory compliance items such as signage, striping, and delineation along the trail; (3) maintain all electrical lighting fixtures installed along the Trail; (4) repair and replacement of damaged pavement slabs and subgrades; (5) snow removal and snow plowing along the Trail; (6) mowing, tree and shrub upkeep; (7) removal of graffiti from the Trail; (8) maintenance of storm water management and water quality responsibilities, which include repair and replacement of facilities like inlets, storm sewer pipes, ditches, drainage facilities and any other improvements designed to reduce, detain, convey, and manage storm water runoff on the Trail or intended to provide water quality benefits; (9) maintenance and repair of safety fences and railings associated with the Trail; and, (10) maintenance of any facilities installed along the Trail for example; park benches, refuge or look out area hardscaping and amenities, huts, shelters, art work, interpretive or education signing, or any other experience features the Local Agency desires to provide along the Trail.

J. Local Agency's Other Responsibilities. Local Agency shall be solely responsible for acquiring any additional rights of way needed for future Trail improvements or expansion. Local Agency shall be solely responsible for obtaining any required clearance or approval from any utility company or ditch company, which may become involved in this project, by separate agreement between Local Agency and such other entity, if necessary, as determined by Local Agency. Local Agency shall obtain all releases, licenses, permits, or other authorizations required by any governmental body or authority for the Trail.

K. Appropriations. Although Local Agency remains solely responsible for the maintenance and repair of the Trail, 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, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. However, notwithstanding any provision of this Agreement to the contrary, if, at any time, CDOT, in its sole discretion, determines those portions of the Trail which reside on, within, over, or

under CDOT right of way are in need of repair or are not maintained in a way that is safe for the public, CDOT may unilaterally, and without notice to the City, close such portion of the Trail. CDOT shall provide notice to the City of such closure within 15 days.

L. Contractor's Indemnification of CDOT. To the extent allowed by law, Local Agency shall ensure for any future Trail improvement or expansion their Contractor indemnifies, saves and holds harmless CDOT, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.

M. Liability. CDOT shall not have any liability for any future Trail improvement or expansion, for its construction, maintenance, or use of the Trail or for any act or omission by Local Agency or the Contractor. Local Agency, or its Contractors, as the case may be, shall be solely responsible and liable for any and all claims, damages, liability and court awards including costs, expenses and attorney fees, which arise as a result of the acts of its employees or agents and their acts or omissions, if any, in constructing, operating, or maintaining the Trail. Nothing in this Agreement shall be construed as a waiver by CDOT or Local Agency of the provisions and protections of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as now enacted or hereafter amended. If Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended (the "Act"), Local Agency shall at all times during the term of this License maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.

N. License Terms. This license is limited in scope, use, and time, as described herein. The license granted herein is a personal right of Local Agency, and vests no property interest in CDOT Right of Way to Local Agency. Local Agency recognizes and agrees that CDOT must retain the superior right to use the CDOT Right of Way for highway purposes and that Local Agency's use of CDOT Right of Way is at all times subordinate to and subject to any and all current and future roadway operations, maintenance and CDOT highway needs and purposes, as determined by CDOT in its sole discretion. This Agreement constitutes a bare license, conferring no enforceable right on Local Agency and creating no property interest. It is a mere personal privilege, non-transferable and revocable at will in accordance with the terms herein.

O. License Revocable. This license is revocable by CDOT pursuant to the following provisions:

(1) If at any time CDOT, in its sole discretion, determines that an emergency situation exists and it must enter the Trail or perform construction on or near the Trail to protect public safety, CDOT may immediately, and without notice, close those portions of the Trail in CDOT Right of Way and perform any and all construction it deems necessary for the protection of the public.

(2) If at any time CDOT, in its sole discretion, determines that (a) such right-of-way is needed for non-emergency or transportation purposes, including, without limitation, operating, maintaining, widening, re-constructing, improving, or otherwise changing the configuration or location of the highway currently located on the CDOT Right of Way, including its appurtenant fixtures or supports, or any other CDOT highway needs or purposes, or (b) the use of CDOT Right of Way is detrimental to the highway or its structures, or (c) the Trail occupation or operation of the Trail

could result in a potential loss of federal funding, no matter how remote, then CDOT may revoke this license by delivering written notice to Local Agency. (d) Local Agency shall not use federal or any other funding for the Trail or any of its related adjacent features that may result in the Trail being deemed or classified as a NEPA 4(f) or 6(f) resource. Local Agency shall have 180 days from the date of its receipt of the written notice to remove all improvements and equipment and restore the CDOT Right of Way impacted pursuant to Paragraph "S".

(3) CDOT shall not incur any cost or liability, whatsoever, for any expenses, costs, or fees related to CDOT's revocation. In all instances of revocation, Local Agency shall be responsible for restoring and remediating those portions of CDOT Right of Way it impacted for the Trail pursuant to Paragraph "S". Local Agency or its assigns, as the case may be, shall be responsible for paying for removal of any improvements and personal property in the CDOT Right of Way. Local Agency acknowledges it is accepting the risk that it could expend significant resources constructing and maintaining the Trail before having to remove such improvements and remediate the Trail site upon CDOT's revocation.

P. Future Construction by CDOT. The parties anticipate CDOT will, at some point, need to construct, reconstruct, widen, improve, or otherwise change the configuration or relocate all or a portion of the highway. In the event CDOT determines such changes are needed, Local Agency's license shall be subservient to CDOT's improvements. If CDOT initiates such changes, CDOT shall bear the cost of adjusting, reconstructing, and/or relocating Trail improvements that interfere with the proposed work. If Local Agency requests or requires material changes to the Trail improvements, Local Agency shall take all reasonable actions to provide the funding necessary for any associated work on the Trail. At Local Agency's request, CDOT will provide Local Agency the opportunity to review and comment on CDOT plans for widening. The terms in this Paragraph "P" are in addition to, and not in lieu of, CDOT's rights to revoke this license and Local Agency's right to terminate.

Q. Termination by Local Agency. Local Agency may terminate its interest under this Agreement at any time by delivering a written letter of termination to CDOT; provided, however, Termination shall not relieve Local Agency of any financial obligations which existed prior to the effective date of such termination or which are reasonably expected to accrue as a cost for Local Agency as a result of this Agreement, including costs associated with paying Contractor, and its obligations to remove the Trail and restore and remediate the CDOT Right of Way pursuant to Paragraph "T."

R. Term & Survivability. This Agreement shall be in effect beginning on the date of execution by the last signing party. It shall terminate automatically upon either termination by the Local Agency or revocation by CDOT; provided, however, that those obligations of Local Agency created by this Agreement which are incurred prior to termination or which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, including, by way of illustration only and not limitation, Paragraphs "H", "J", "K", "L", "M", "S", "Y", "AA", "BB", "CC", "DD" and "FF" of this Agreement, and this Paragraph "R", will survive the termination of this Agreement.

S. Local Agency's Duty to Restore & Remediate. Upon termination by Local Agency pursuant to Paragraph "R" or revocation of license by CDOT pursuant to Paragraph "P," Local Agency shall, within 180 days of receipt of the notice of revocation or termination, close access to the CDOT Right of Way, remove all improvements or equipment within the CDOT Right of Way, and restore and remediate the CDOT Right of Way to the satisfaction of CDOT. Except as may be otherwise agreed to

in a writing signed by the parties, such restoration shall include, at a minimum, replacing topsoil, finish grading to restore proper drainage, cleaning up any environmental contamination caused by Local Agency's construction of the Trail, re-seeding, application of certified weed-free mulch, application of an organic mulch tackifier, and creating any adjacent or subjacent support needed for the CDOT highway as a result of removal of the improvements.

T. Authority. Both parties hereto warrant that they possess the legal authority to enter into this Agreement and that they have taken all actions required by their respective procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatories to execute this Agreement and to bind their respective entities to its terms. The person(s) executing this Agreement on behalf of each party warrants that such person(s) has full authorization to execute this Agreement.

U. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of actions relating to such enforcement, shall be strictly reserved to Local Agency and CDOT and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

V. Amendments. This Agreement is subject to such modifications as may be required by changes in federal or state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be a part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, this Agreement may not be amended except in writing executed by both parties. Except as specifically amended, this Agreement will remain in full force and effect as written.

W. Complete Agreement. This Agreement, including the exhibits, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes completely all negotiations, discussions, and prior agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

X. Counterparts. This Agreement may be executed in counterparts which, when taken together, will be deemed an original and constitute one and the same document. Facsimile transmission of or electronic mail of this Agreement, including its signature page, will be sufficient to bind the executing party.

Y. Jurisdiction and Venue. This Agreement is made under, and must be interpreted and enforced in accordance with, the laws of the State of Colorado. Any arbitration, enforcement of an arbitration award, or litigation must be brought in a State of Colorado District Court and each party submits to the exclusive jurisdiction of those courts. Each party further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

Z. Relationship of Parties. This Agreement does not create and will not be construed as creating any relationship of agency, partnership, joint venturers or employment between the parties. The parties enter into this Agreement as, and will remain, independent parties.

AA. Severability. Any invalid or unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and the remainder of this Agreement will remain in full force and effect; provided, however, that if severing the provision would result in manifest injustice to either party, then this entire Agreement shall be deemed null and void.

BB. No Waiver. The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

CC. Governmental Immunity. Notwithstanding any other provision of this Agreement to the contrary, 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, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of CDOT, Local Agency, or their respective departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, *et seq.*, C.R.S., and the risk management statutes, §§ 24-30-1501, *et seq.*, C.R.S., as amended.

DD. Does Not Supersede Other Agreements. This Agreement is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between CDOT and the Local Agency.

EE. Successors. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors.

FF. Disputes. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by stipulation will be decided by the Chief Engineer of CDOT. 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 CDOT 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 the 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 will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decision 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.

GG. Conflict with Special Use Permit. To the extent any terms of this Agreement conflict with those of the Special Use Permit, those provisions in the Special Use Permit shall control, but only to the extent as is reasonably necessary to prevent the conflict.

HH. Additional Provisions. The 23535 roadway construction project will construct roadway

lighting which meets vehicular lighting requirements specific to US50B. That lighting does indirectly provide lighting for the Trail. The 23535 roadway project will not construct lighting specific to Trail. The City is not precluded from future installation of additional Trail specific lighting.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated

ATTEST:

**DEPARTMENT OF TRANSPORTATION:
STATE OF COLORADO**

Andrea Griner
Chief Clerk - Property Management

Keith Stefanik, P.E
Chief Engineer

Accepted by the City of Pueblo

By: _____ this _____ day of _____ 20____
Nicholas A. Gradisar, Mayor

Approved as to form:

George Hypolite, City Attorney

Date: _____

EXHIBIT "A"

**U.S. 50 TRAIL
INTERSTATE HIGHWAY NO. 25 – M.P. 99.9 (U.S. 50 BYPASS)
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST
SIXTH PRINCIPAL MERIDIAN
PUEBLO COUNTY, COLORADO
DATE: DECEMBER 15, 2023**

DESCRIPTION

A strip of land 12 feet wide, being 6 feet on both sides of the following described centerline, crossing the Interstate Highway No. 25 Right-of-Way and the U.S. Highway 50 Bypass at M.P. 99.9 for the U.S. 50 Trail, situated in the Southeast Quarter of Section 24, Township 20 South, Range 65 West, the South Half of Section 19, and the North Half of Section 30, Township 20 South, Range 64 West, of the 6th PM in the City of Pueblo, County of Pueblo, State of Colorado, the centerline of which is more particularly described as follows:

Commencing at the Southwest Corner of Section 30, monumented with a 3 1/2" Aluminum Cap, thence South 04°52'16" East, a distance of 151.71 feet to an angle point in the south right-of-way line of Interstate Highway No. 25, as depicted in Colorado Department of Transportation Project C 02-0018-01, thence North 88°36'17" East along the said right-of-way line, a distance of 68.40 feet, to a point, said point being the TRUE POINT OF BEGINNING;

1. Thence North 01°09'40" West, a distance of 50.77 feet;
2. Thence on the arc of a curve to the right, a distance of 112.94 feet, said curve has a radius of 150.00 feet, a central angle of 43°08'20" and a long chord bearing North 20°24'31" East, a distance of 110.29 feet;
3. Thence on the arc of a curve to the left, a distance of 95.42 feet, said curve has a radius of 75.00 feet, a central angle of 72°53'54" and a long chord bearing North 05°31'44" East, a distance of 89.12 feet;
4. Thence on the arc of a curve to the left, a distance of 125.36 feet, said curve has a radius of 1000.00 feet, a central angle of 07°10'57" and a long chord bearing North 34°30'42" East, a distance of 125.27 feet;
5. Thence North 38°06'10" West, a distance of 20.00 feet;
6. Thence on the arc of a curve to the right, a distance of 257.52 feet, said curve has a radius of 515.00 feet, a central angle of 28°38'58" and a long chord bearing North 23°46'41" West, a distance of 254.84 feet;
7. Thence on the arc of a curve to the right, a distance of 21.57 feet, said curve has a radius of 15.00 feet, a central angle of 82°23'57" and a long chord bearing North 31°44'47" East, a distance of 19.76 feet;

8. Thence North $72^{\circ}56'54''$ East, a distance of 42.24 feet;
9. Thence on the arc of a curve to the right, a distance of 8.68 feet, said curve has a radius of 15.00 feet, a central angle of $33^{\circ}10'06''$ and a long chord bearing South $89^{\circ}35'40''$ East, a distance of 8.56 feet;
10. Thence South $73^{\circ}06'17''$ East, a distance of 47.38 feet;
11. Thence on the arc of a curve to the left, a distance of 40.40 feet, said curve has a radius of 20.00 feet, a central angle of $115^{\circ}44'20''$ and a long chord bearing North $49^{\circ}01'34''$ East, a distance of 33.87 feet;
12. Thence on the arc of a curve to the right, a distance of 32.78 feet, said curve has a radius of 39.00 feet, a central angle of $48^{\circ}09'52''$ and a long chord bearing North $15^{\circ}14'20''$ East, a distance of 31.83 feet;
13. Thence on the arc of a curve to the right, a distance of 139.35 feet, said curve has a radius of 160.00 feet, a central angle of $49^{\circ}53'59''$ and a long chord bearing North $64^{\circ}16'15''$ East, a distance of 134.98 feet;
14. Thence North $89^{\circ}13'14''$ East, a distance of 202.19 feet;
15. Thence on the arc of a curve to the left, a distance of 9.63 feet, said curve has a radius of 30.00 feet, a central angle of $18^{\circ}23'52''$ and a long chord bearing North $80^{\circ}01'18''$ East, a distance of 9.59 feet;
16. Thence on the arc of a curve to the right, a distance of 32.06 feet, said curve has a radius of 30.00 feet, a central angle of $61^{\circ}13'31''$ and a long chord bearing South $78^{\circ}33'52''$ East, a distance of 30.55 feet;
17. Thence South $47^{\circ}57'07''$ East, a distance of 86.47 feet;
18. Thence on the arc of a curve to the left, a distance of 40.50 feet, said curve has a radius of 20.00 feet, a central angle of $116^{\circ}01'32''$ and a long chord bearing North $74^{\circ}02'07''$ East, a distance of 33.93 feet;
19. Thence on the arc of a curve to the right, a distance of 55.17 feet, said curve has a radius of 39.00 feet, a central angle of $81^{\circ}03'09''$ and a long chord bearing South $56^{\circ}32'56''$ East, a distance of 50.68 feet;
20. Thence South $82^{\circ}55'30''$ East, a distance of 265.44 feet;
21. Thence on the arc of a curve to the right, a distance of 192.73 feet, said curve has a radius of 589.00 feet, a central angle of $18^{\circ}44'52''$ and a long chord bearing South $66^{\circ}52'11''$ East, a distance of 191.87 feet;

22. Thence South 57°29'45" East, a distance of 321.92 feet;
23. Thence on the arc of a curve to the left, a distance of 575.86 feet, said curve has a radius of 4735.00 feet, a central angle of 06°58'05" and a long chord bearing South 60°58'48" East, a distance of 575.51 feet;
24. Thence South 58°01'34" East, a distance of 39.23 feet;
25. Thence on the arc of a curve to the left, a distance of 13.98 feet, said curve has a radius of 156.00 feet, a central angle of 05°08'01" and a long chord bearing South 60°35'35" East, a distance of 13.97 feet;
26. Thence South 63°33'28" East, a distance of 324.82 feet;
27. Thence on the arc of a curve to the left, a distance of 125.36 feet, said curve has a radius of 1000.00 feet, a central angle of 07°10'57" and a long chord bearing North 34°30'42" East, a distance of 125.27 feet;
28. Thence South 74°57'35" East, a distance of 95.36 feet;
29. Thence South 75°44'38" East, a distance of 192.43 feet;
30. Thence on the arc of a curve to the left, a distance of 28.59 feet, said curve has a radius of 156.00 feet, a central angle of 10°30'06" and a long chord bearing South 80°59'41" East, a distance of 28.55 feet;
31. Thence South 86°14'45" East, a distance of 30.04 feet;
32. Thence on the arc of a curve to the right, a distance of 29.58 feet, said curve has a radius of 54.50 feet, a central angle of 31°05'57" and a long chord bearing South 60°11'40" East, a distance of 29.22 feet;
33. Thence South 44°38'42" East, a distance of 7.50 feet, more or less, to the POINT OF TERMINUS (the existing sidewalk on the west side of Hudson Avenue), from whence a found right of way monument bears N78d03'40"W, a distance of 629.58 feet;

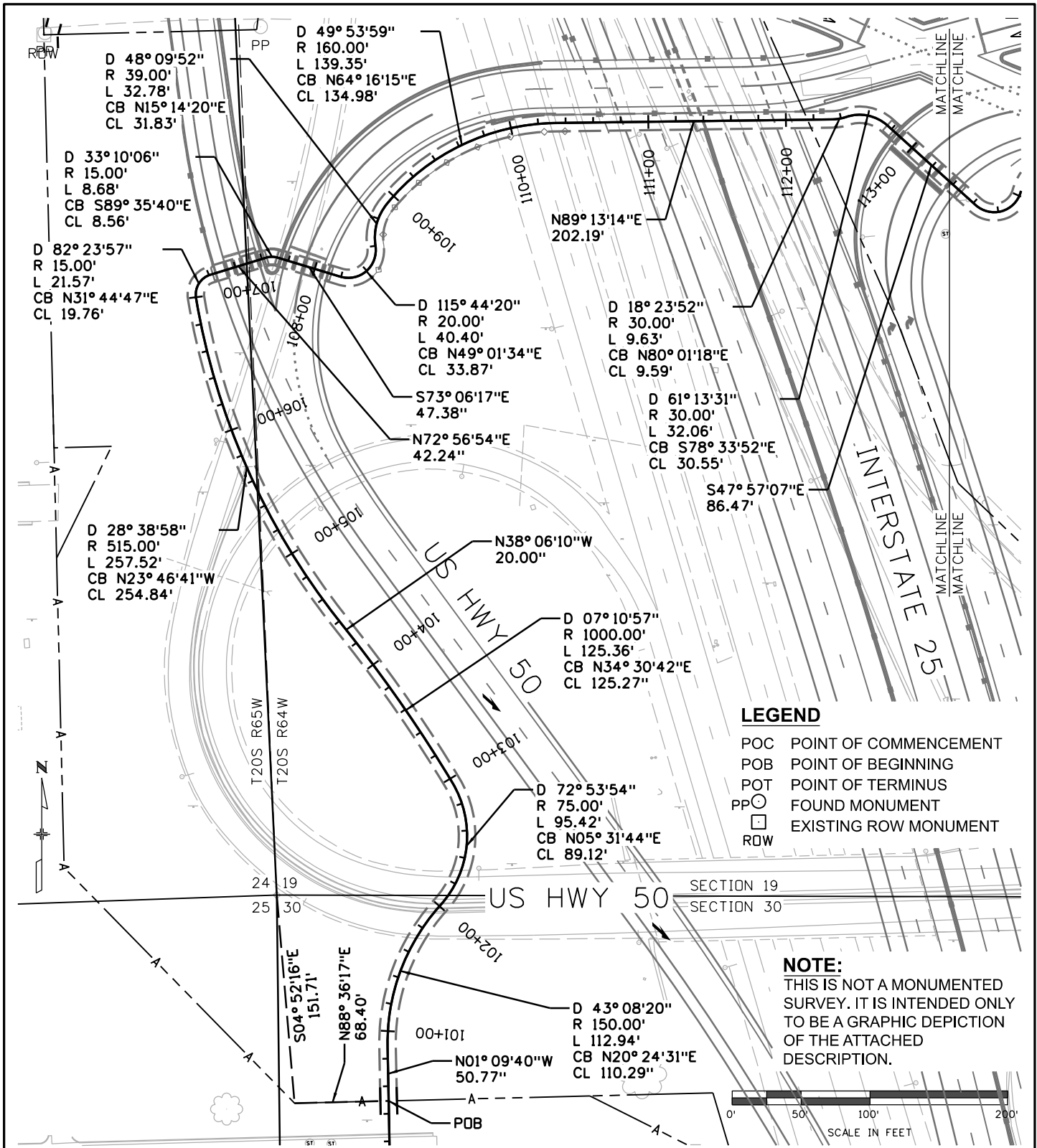
Being a total length of 4053.96 feet.

The purpose of the above described 12-foot wide strip of land is for the U.S. 50 Trail to cross the Interstate Highway No. 25 Right of Way and the U.S. Highway 50 Right of Way.

Basis of Bearings: Bearings are based on a bearing of North 02°30'21" West from Northwest Corner of said Section 30 (a 3 1/2" Aluminum Cap) to the West Quarter Corner of Section 19, Township 20 South, Range 64 West (a 3 1/2" Aluminum Cap).

For and on Behalf of the
Colorado Department of Transportation
Lorelei A. Ward, PLS #34982
Farnsworth Group Inc.
5775 Mark Dabling Blvd. #190
Colorado Springs, CO 80919

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Colorado Department of Transportation



Region 2
5615 Wills Blvd.
Pueblo, CO 81008
Phone: 719-562-5568

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS

Farnsworth
GROUP

5775 Mark Dabbling Blvd. #190
Colorado Springs, CO 80919
(719) 590-9194 / (719) 590-9111 Fax
www.f-w.com

EXHIBIT B
U.S. 50 TRAIL

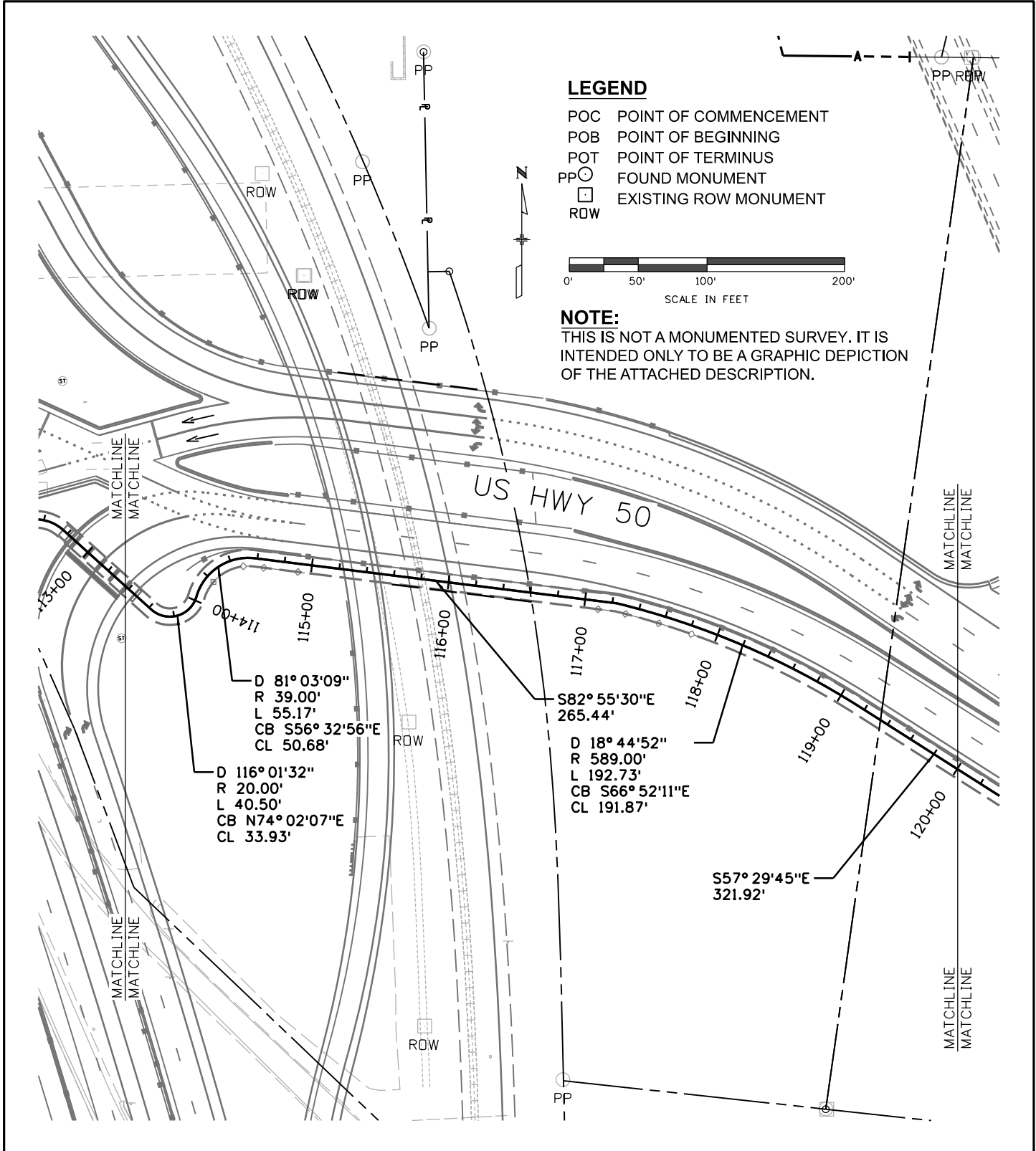
I-25 AT M.P. 99.9 (U.S. 50)
SECTION 30, T-20-S R-64-W, 6TH PM
PUEBLO COUNTY, COLORADO

Project No:

Date: **12/15/2023**

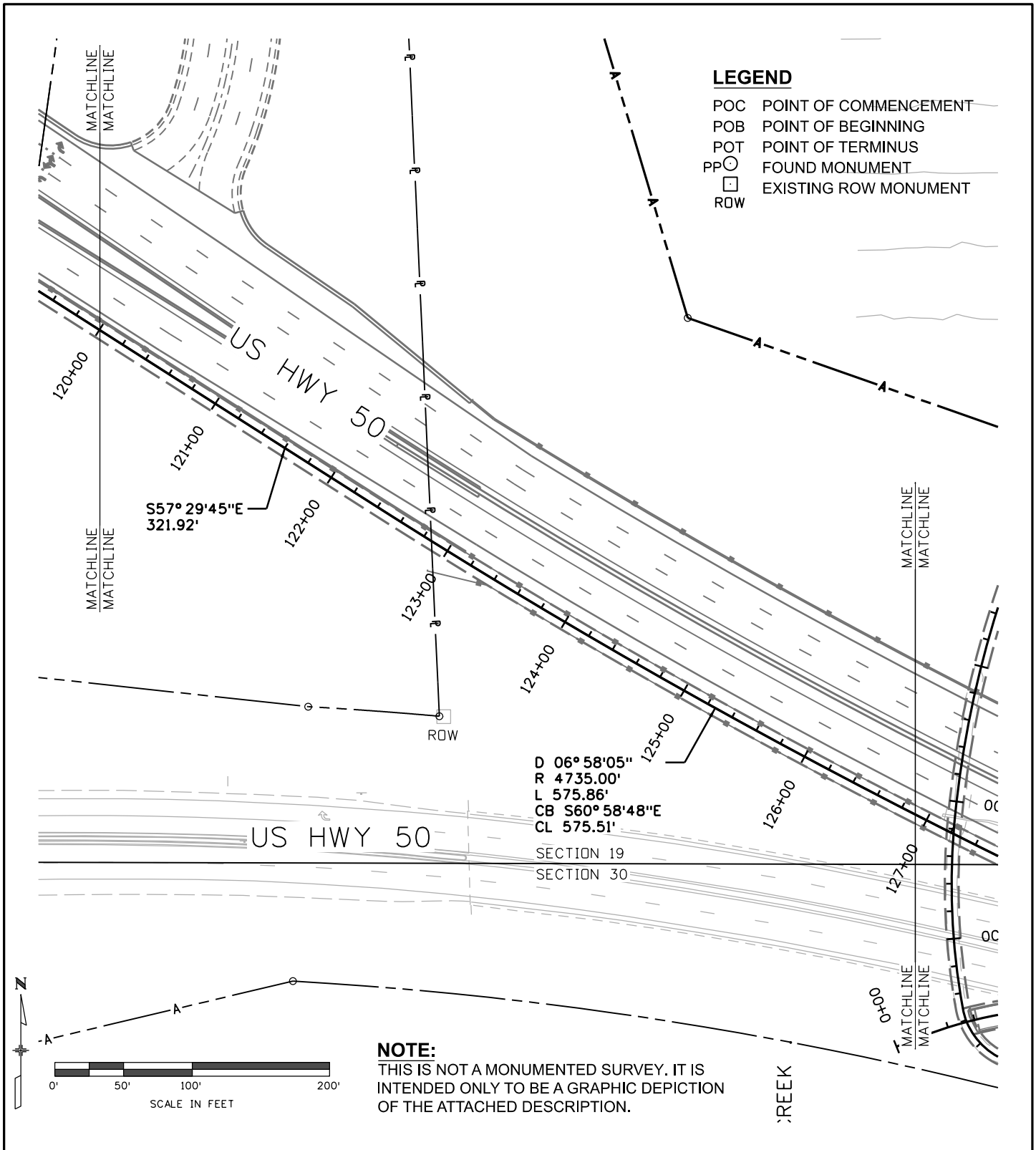
Sheet Number: **1 OF 5**

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Colorado Department of Transportation  Region 2 5615 Wills Blvd. Pueblo, CO 81008 Phone: 719-562-5568		EXHIBIT B U.S. 50 TRAIL	
Farnsworth GROUP ENGINEERS ARCHITECTS SURVEYORS SCIENTISTS 5775 Mark Dabbling Blvd. #190 Colorado Springs, CO 80919 (719) 590-9194 / (719) 590-9111 Fax www.f-w.com		I-25 AT M.P 101.4 (U.S. 50) SECTION 30, T-20-S R-64-W, 6TH PM EL PASO COUNTY, COLORADO	
		Project No: Date: 12/15/2023 Sheet Number: 2 OF 5	

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Colorado Department of Transportation



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5615 Wills Blvd.
Pueblo, CO 81008
Phone: 719-562-5568

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Colorado Springs, CO 80919
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EXHIBIT B
U.S. 50 TRAIL

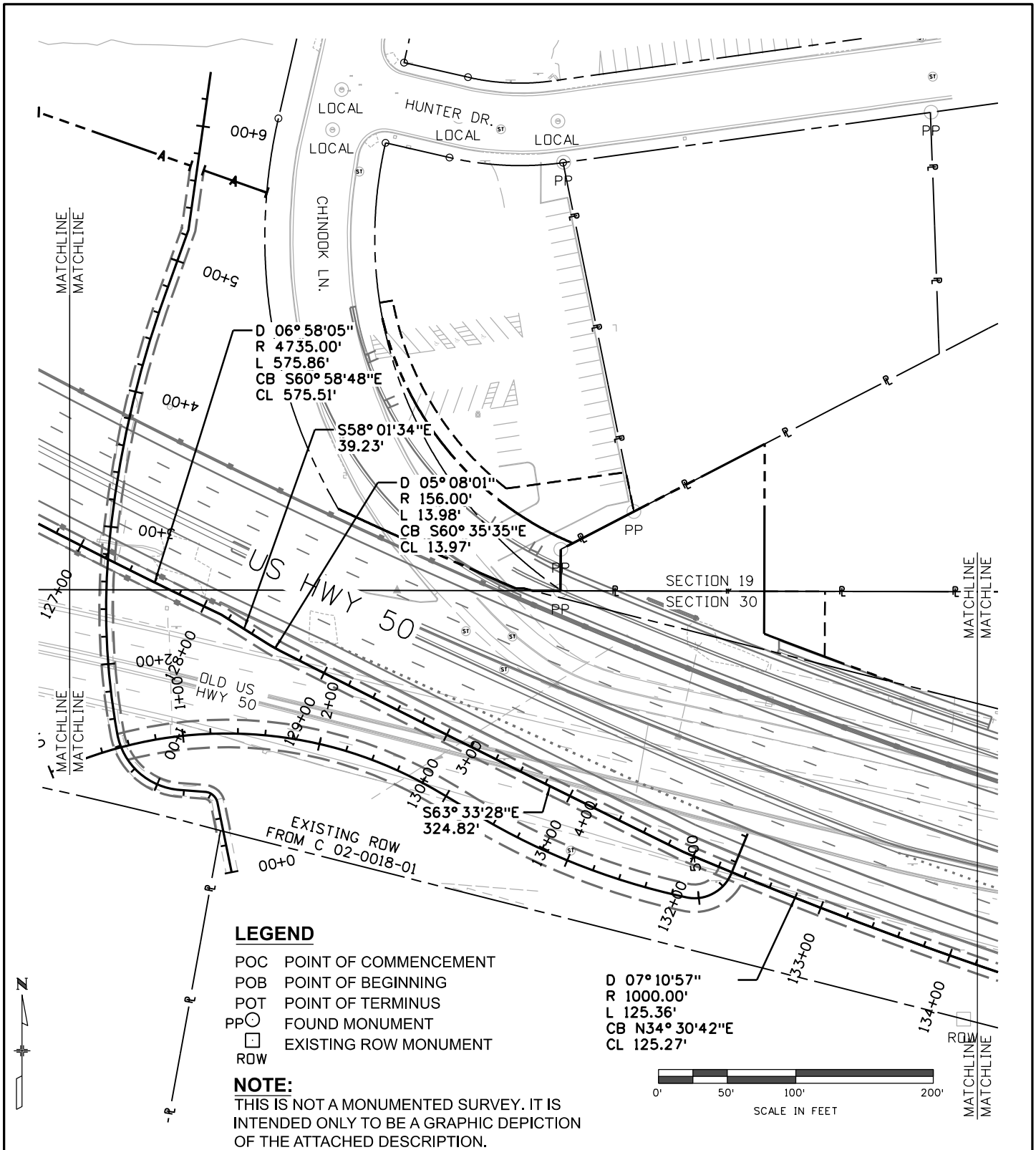
I-25 AT M.P 99.9 (U.S. 50)
SECTIONS 19, 30, T-20-S R-64-W, 6TH PM
EL PASO COUNTY, COLORADO

Project No:

Date: 12/15/2023

Sheet Number: 3 OF 5

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EXHIBIT B
U.S. 50 TRAIL

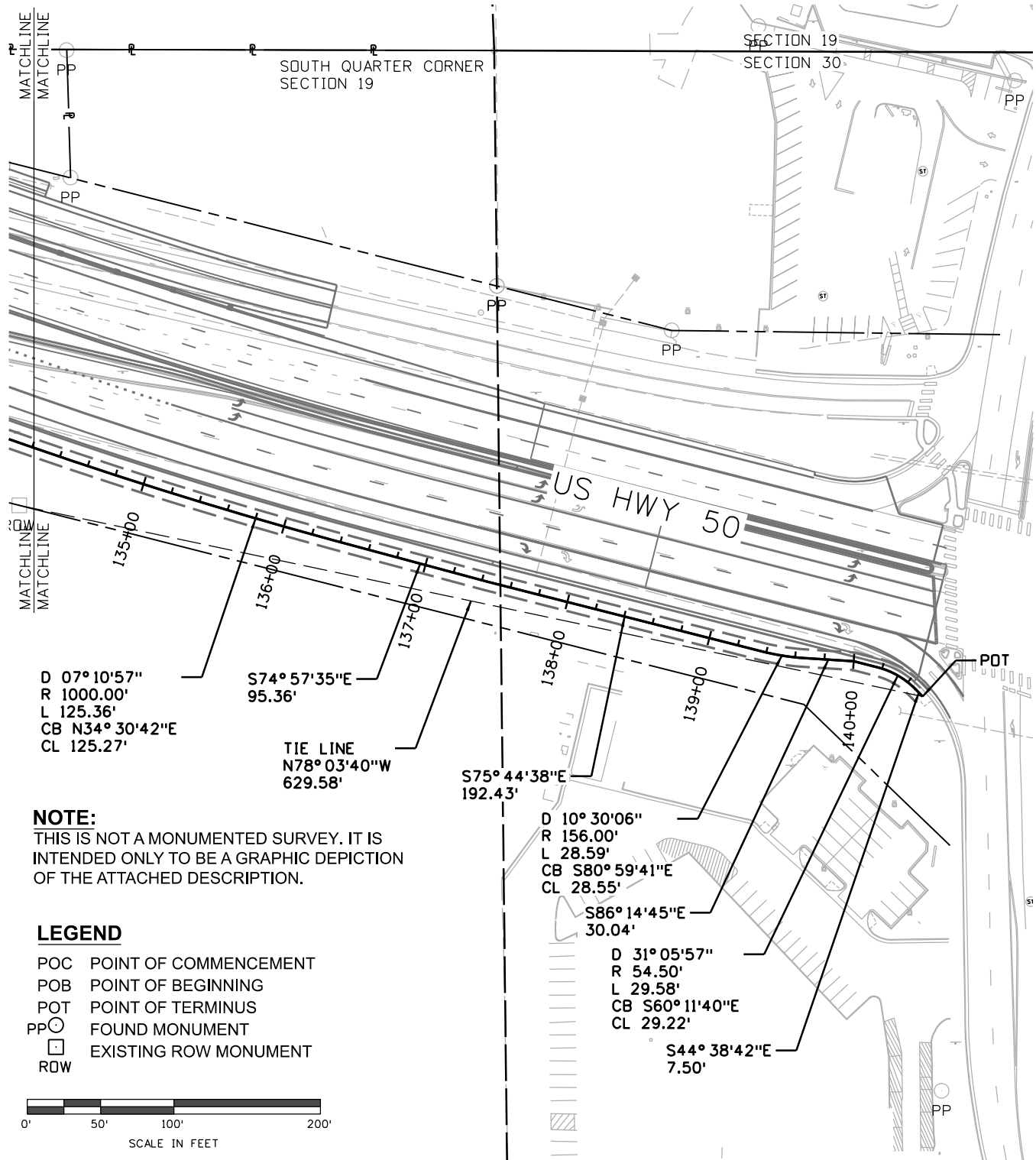
I-25 AT M.P 99.9 (U.S. 50)
SECTIONS 19, 30, T-20-S R-64-W, 6TH PM
PUEBLO COUNTY, COLORADO

Project No:

Date: **12/15/2023**

Sheet Number: **4 OF 5**

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www.f-w.com

EXHIBIT B
U.S. 50 TRAIL

I-25 AT M.P 99.9 (U.S. 50)
SECTIONS 19, 30, T-20-S R-64-W, 6TH PM
PUEBLO COUNTY, COLORADO

Project No:

Date: **12/15/2023**

Sheet Number: **5 OF 5**

EXHIBIT "A"

**FOUNTAIN CREEK TRAIL
U.S. 50 BYPASS – M.P. 99.9
SECTIONS 19 AND 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST
SIXTH PRINCIPAL MERIDIAN
PUEBLO COUNTY, COLORADO
DATE: DECEMBER 15, 2023**

DESCRIPTION

A strip of land 10 feet wide, being 5 feet on both sides of the following described centerline, crossing the U.S. Highway No. 50 Right-of-Way at M.P. 316.25 for the Fountain Creek Trail, situated in the North Half of Section 30, and the South Half of Section 19, Township 20 South, Range 64 West, of the 6th PM in the City of Pueblo, County of Pueblo, State of Colorado, the centerline of which is more particularly described as follows:

Commencing at the South Quarter Corner of Section 19, monumented with a 3 1/2" Aluminum Cap, thence South 46°13'35" West, a distance of 448.38 feet to a point on the south right-of-way line of Highway No. 50 Bypass, as depicted in Colorado Department of Transportation Project C 02-0018-01, a Colorado Department of Transportation Type 1 Monument (a 3 1/2" Brass Cap), thence North 75°46'12" West along the said south right-of-way line, a distance of 555.75 feet, to a point on the centerline of said Fountain Creek Trail, said point being the TRUE POINT OF BEGINNING;

1. Thence North 11°25'12" West, a distance of 21.14 feet;
2. Thence on the arc of a curve to the left, a distance of 12.99 feet, said curve has a radius of 10.00 feet, a central angle of 74°24'01" and a long chord bearing North 48°37'12" West, a distance of 12.09 feet;
3. Thence North 85°49'13" West, a distance of 18.43 feet;
4. Thence on the arc of a curve to the right, a distance of 65.91 feet, said curve has a radius of 50.00 feet, a central angle of 75°31'25" and a long chord bearing North 48°03'30" West, a distance of 61.24 feet;
5. Thence on the arc of a curve to the right, a distance of 140.58 feet, said curve has a radius of 504.00 feet, a central angle of 15°58'55" and a long chord bearing North 02°18'21" West, a distance of 140.13 feet;
6. Thence on the arc of a curve to the right, a distance of 184.01 feet, said curve has a radius of 750.00 feet, a central angle of 14°03'26" and a long chord bearing North 12°42'50" East, a distance of 183.55 feet;
7. Thence North 19°44'33" East, a distance of 50.55 feet;

8. Thence North 08°04'45" East, a distance of 45.40 feet, more or less, to the POINT OF TERMINUS, from whence the point of commencement bears S45d00'31"E, a distance of 833.30 feet;

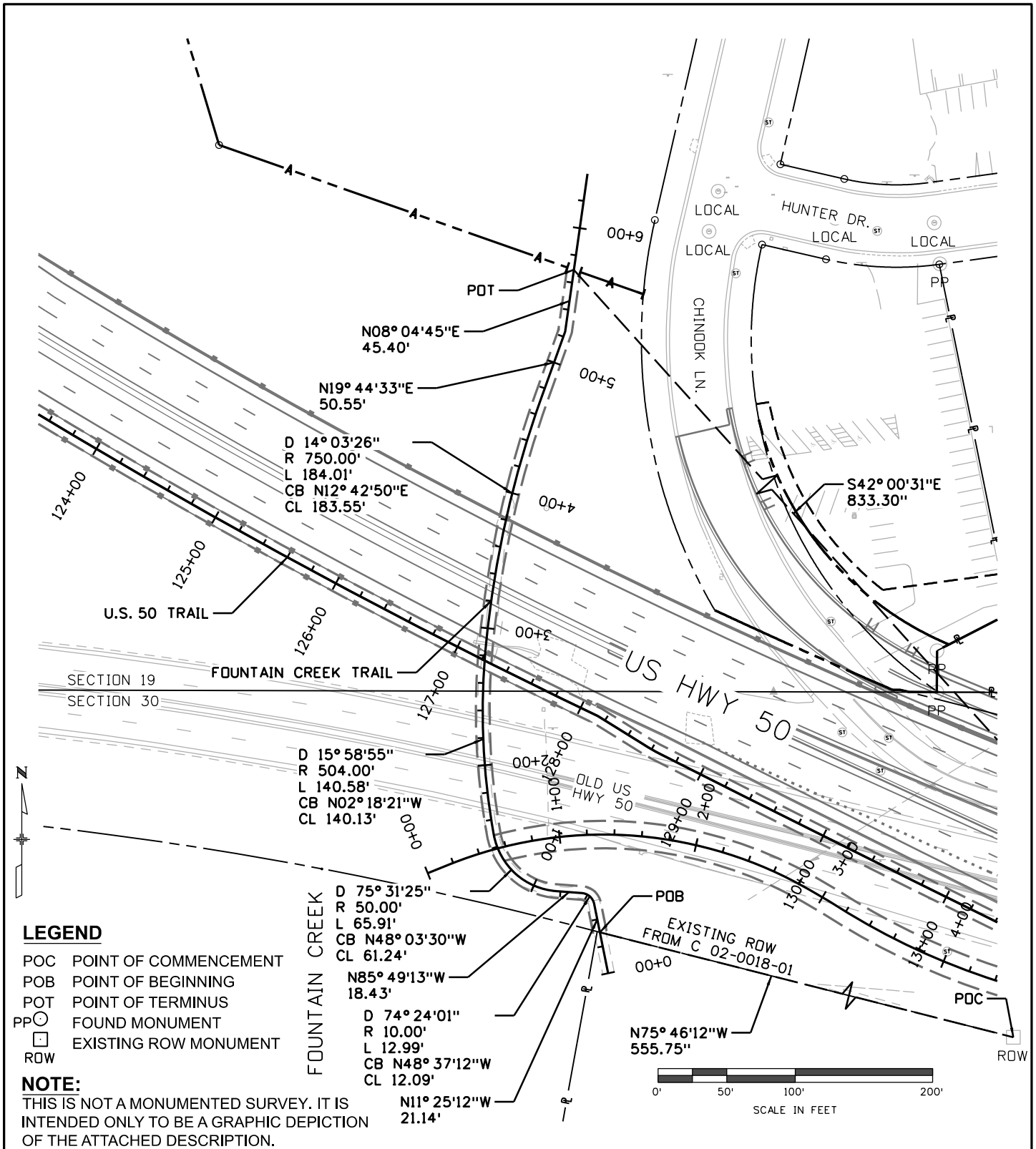
Being a total length of 640.00 feet.

The purpose of the above described 10-foot wide strip of land is for the Fountain Creek Trail to cross the U.S. Highway No. 50 Right-of-Way.

Basis of Bearings: Bearings are based on a bearing of North 02°30'21" West from Northwest Corner of said Section 30 (a 3 1/2" Aluminum Cap) to the West Quarter Corner of Section 19, Township 20 South, Range 64 West (a 3 1/2" Aluminum Cap).

For and on Behalf of the
Colorado Department of Transportation
Lorelei A. Ward, PLS #34982
Farnsworth Group Inc.
5775 Mark Dabling Blvd. #190
Colorado Springs, CO 80919

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Colorado Department of Transportation Region 2 5615 Wills Blvd. Pueblo, CO 81008 Phone: 719-562-5568		EXHIBIT B FOUNTAIN CREEK TRAIL	
U.S. 50 AT M.P. 316.25 SECTIONS 19, 30, T-20-S R-64-W, 6TH PM PUEBLO COUNTY, COLORADO		Project No:	Date: 12/15/2023
Sheet Number: 1 OF 1			

EXHIBIT "A"

**CONNECTOR TRAIL
U.S. 50 BYPASS – M.P. 316.23
SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST
SIXTH PRINCIPAL MERIDIAN
PUEBLO COUNTY, COLORADO
DATE: DECEMBER 15, 2023**

DESCRIPTION

A strip of land 20 feet wide, being 10 feet on both sides of the following described centerline, crossing the U.S. Highway No. 50 Right-of-Way at M.P. 316.23 for the Connector Trail, situated in the North Half of Section 30, Township 20 South, Range 64 West, of the 6th PM in the City of Pueblo, County of Pueblo, State of Colorado, the centerline of which is more particularly described as follows:

Commencing at the South Quarter Corner of Section 19, monumented with a 3 1/2" Aluminum Cap, thence South 83°09'45" West, a distance of 943.54 feet to a point on the centerline of said Connector Trail, said point being Station 1+38.62 on the centerline of the Fountain Creek Trail and Station 0+54.20 on the centerline of the Connector Trail and the TRUE POINT OF BEGINNING;

1. Thence on the arc of a curve to the right, a distance of 226.52 feet, said curve has a radius of 300.00 feet, a central angle of 43°15'43" and a long chord bearing South 86°42'45" East, a distance of 254.68 feet;
2. Thence on the arc of a curve to the right, a distance of 33.42 feet, said curve has a radius of 504.00 feet, a central angle of 03°47'57" and a long chord bearing South 59°41'45" East, a distance of 33.41 feet;
3. Thence on the arc of a curve to the left, a distance of 176.50 feet, said curve has a radius of 504.00 feet, a central angle of 20°03'53" and a long chord bearing South 67°49'43" East, a distance of 175.60 feet;
4. Thence on the arc of a curve to the left, a distance of 40.71 feet, said curve has a radius of 29.00 feet, a central angle of 80°26'27" and a long chord bearing North 61°55'07" East, a distance of 37.45 feet;
5. Thence North 22°24'14" East, a distance of 0.67 feet, more or less, to a point, said point being Station 132+30.30 on the centerline of the Fountain Creek Trail and Station 5+32.02 on the Connector Trail, and the POINT OF TERMINUS, from whence the point of commencement bears North 67°34'03" East, a distance of 532.75 feet;

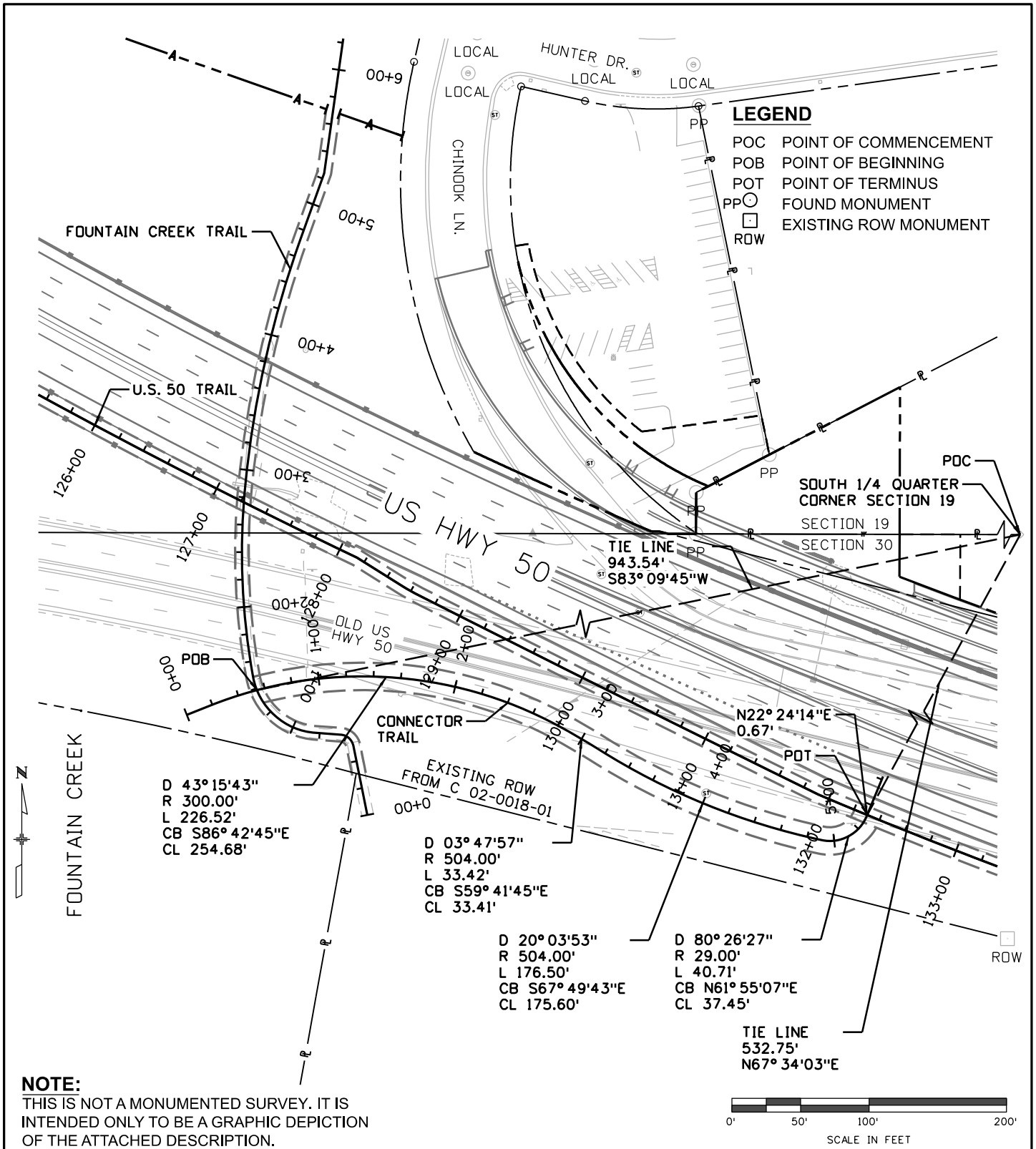
Trail length being a total length of 477.82 feet.

The purpose of the above described 20-foot wide strip of land is for the Connector Trail to cross the U.S. Highway No. 50 Right-of-Way.

Basis of Bearings: Bearings are based on a bearing of North 02°30'21" West from Northwest Corner of said Section 30 (a 3 1/2" Aluminum Cap) to the West Quarter Corner of Section 19, Township 20 South, Range 64 West (a 3 1/2" Aluminum Cap).

For and on Behalf of the
Colorado Department of Transportation
Lorelei A. Ward, PLS #34982
Farnsworth Group Inc.
5775 Mark Dabling Blvd. #190
Colorado Springs, CO 80919

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Colorado Department of Transportation Region 2 5615 Wills Blvd. Pueblo, CO 81008 Phone: 719-562-5568		EXHIBIT B CONNECTOR TRAIL	
U.S. 50 AT M.P 316.23 SECTION 30, T-20-S R-64-W, 6TH PM PUEBLO COUNTY, COLORADO		Project No: Date: 12/15/2023 Sheet Number: 1 OF 1	



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO RELATING TO THE ADMINISTRATION OF TENANT BASED RENTAL ASSISTANCE IN ACCORDANCE WITH THE FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM REQUIREMENTS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The intergovernmental agreement between the City of Pueblo and the County of Pueblo for a joint effort to undertake a Tenant Based Rental Assistance activity utilizing Federal HOME Investment Partnerships Act funding to provide rental assistance for individuals and families at-risk of becoming homeless and transition currently homeless individuals to stable housing.

PREVIOUS COUNCIL ACTION:

No previous Council action has been taken.

BACKGROUND:

The City of Pueblo and Pueblo County, since the inception of the federal HOME Program in 1992, have operated under a Consortium agreement whereby the HOME funds have been shared on a percentage basis. While the City of Pueblo is the Entitlement Community, there have been mutual benefits in continuing this administrative arrangement. The City as the Participating Jurisdiction acts in a representative capacity, and therefore assumes overall responsibility for ensuring that the Consortium's HOME Program (City and County programs) is carried out in compliance with the requirements of the HOME Program regulations, including requirements concerning a Consolidated Plan.

Collaboratively administering the TBRA program will streamline the operation of the

program and consolidate future monitoring responsibilities. The City assumes this responsibility. Pueblo County authorizes the City to expend their HOME funds, located in Project account No. HO2130 in the amount of \$66,978.83, along with the required HOME match of \$22,326.17 due from the County.

FINANCIAL IMPLICATIONS:

With approval of this ordinance, the City will expend \$100,000 in HOME program funds on the TBRA activity along with an additional \$89,305 from Pueblo County for a total funding amount of \$189,305.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City could elect not to enter into the agreement with Pueblo County.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. TBRA 2024 Agreement

ORDINANCE NO. 10658

AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO RELATING TO THE ADMINISTRATION OF TENANT BASED RENTAL ASSISTANCE IN ACCORDANCE WITH THE FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM REQUIREMENTS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Tenant Based Rental Assistance Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the County of Pueblo dated February 26th, 2024 ("Agreement"), relating to the administration of the Tenant Based Rental Assistance Program utilizing Federal HOME Investment Partnerships Program funding, incorporated herein and attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement on behalf of the City, and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 12, 2024.

Final adoption of Ordinance by City Council on February 26, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on 02/29/2024.

☐ 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 TENANT-BASED RENTAL ASSISTANCE PROGRAM SERVICES

This Agreement is entered into and is effective on _____, 2024 (“Effective Date”), by and between the County of Pueblo, Colorado (“County”) and the City of Pueblo, Colorado Corporation (“City”), collectively referred to as the “Parties”.

WITNESSETH, that:

WHEREAS, the County has entered into agreements with the U.S. Department of Housing and Urban Development (“HUD”), whereby federal financial assistance may be made available to the County, on behalf of the Pueblo Consortium (“Consortium”), established under Agreements between the City of Pueblo and Pueblo County, Colorado, as a participating jurisdiction for the purpose of expanding the availability of affordable housing, pursuant to the Home Investment Partnerships Act (“the Act”) (42 U.S.C. 12701, *et seq.*), the Cranston-Gonzales National Affordable Housing Act and implementing regulations, including but not limited to those at 24 CFR Part 92; and

WHEREAS, in accordance with the provisions of the Act and 24 CFR §§ 92.205(a)(1) and 92.216, a portion of such financial assistance, subject to the obligations (and subject to appropriation with respect to any assistance payable out of future fiscal year allotments), that may be made available for the purpose of carrying out specific elements of the participating jurisdiction’s housing strategy, including provision of tenant-based rental assistance; and

WHEREAS, City has represented to County that it is capable and willing to undertake certain approved elements of County’s housing strategy, including operating a tenant-based rental assistance program serving disabled individuals with chronic mental health illness, families transitioning out of homelessness, and young adults transitioning out of foster care as identified herein and in the Scope of Services attached hereto as Exhibit “A”; and

WHEREAS, federal financial assistance is necessary and required for such tenant-based rental assistance; and

WHEREAS, based upon City’s representations, the County believes City is capable or can reasonably be expected to become capable of performing said approved elements of County’s housing strategy as a City.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms, and conditions set forth herein, the parties agree as follows:

1. PROGRAM AND CITY SERVICES.

(a) City shall operate, as an independent contractor AND NOT AS AN AGENT OF COUNTY, a rental assistance program (“The Program”), which shall provide tenant-based rental assistance to serve: disabled individuals with chronic mental health illness who are transitioning from treatment facility residency to independent living in the community; families and individuals transitioning from homelessness or temporary residency in homeless shelters to more permanent residency; and young adults transitioning out of foster care. Further obligations required of City are contemplated in **Exhibit A** which is attached hereto and incorporated herein and made a part of this Agreement.

(b) City shall operate the Program as a City for County pursuant to 24 CFR § 92.209(k) in full compliance with the requirements of the HOME regulations, including but not limited to 24 CFR § 92.209. City shall perform all services necessary or desirable to: (i) select tenants in accordance with regulatory criteria, (ii) enter into rental assistance contracts with tenants for terms not exceeding twenty-four (24) months, (iii) screen and approve lessors and lessees, (iv) determine the amount of rent standard, monthly family adjusted income, and amount of monthly tenant assistance, (v) disburse funds to pay for the rent assistance and any security deposits, and (vi) submit periodic financial statements to County showing payments made for services within the Program.

(c) In performing the foregoing services, the City shall determine eligibility for rental assistance in general accordance with HUD § 8 criteria.

2. FUNDING.

(a) The County agrees to provide the City with **sixty-six thousand nine hundred seventy-eight dollars and eighty-three cents (\$66,978.83)** in HOME program funds along with twenty-two thousand, three hundred and twenty-six dollars and seventeen cents (\$22,326.17) in local funds as the required match to the HOME Program. Total funds from the County equal eighty-nine thousand three hundred and five dollars (\$89,305). Those funds shall be utilized to operate the City’s TBRA Program as described herein. All funds provided to City under this Agreement shall be utilized for tenants within the legal/geographical boundaries of Pueblo County, Colorado and may not be utilized within the legal/geographical boundaries of the City of Pueblo, Colorado.

(b) The City shall provide a quarterly financial statement to County that details all County monies expended.

3. DISBURSEMENTS.

(a) Payment hereunder is subject to and may only be disbursed in accordance with HUD regulations, including but not limited to those at 24 CFR Part 92, as presently promulgated and as same may be revised from time to time in the future. All payments received by City hereunder are subject to repayment by City as provided in 24 CFR Part 92. Funds provided hereunder for Program may only be used for eligible activities and costs, as provided in 24 CFR Part 92.

(b) The aggregate of all payments made pursuant to this Agreement shall not exceed sixty-six thousand nine hundred seventy-eight dollars and eighty-three cents (\$66,978.83).

(c) Upon expiration or termination of this Agreement, City shall transfer to County any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

4. TERM OF AGREEMENT. Unless sooner terminated, the term of this Agreement, for purposes of disbursement of funds provided hereunder, shall be the date of execution of this Agreement through June 30, 2024.

5. TERMINATION OF AGREEMENT.

(a) For Convenience. This Agreement may be terminated for convenience by either Party hereto by providing the non-terminating party with three (3) working days' notice of its intent to so terminate.

6. ASSIGNABILITY. This Agreement shall not be assigned or transferred by City without the prior written consent of the County. Any assignment or attempted assignment made in violation of this provision shall, at County's election, be deemed void and of no effect whatsoever.

7. CONFLICT OF INTEREST. HOME Regulation 24 CFR, Part 92.356 is incorporated herein by reference, and sets forth applicable laws and regulations that apply to Conflict of Interest. City shall avoid all conflicts prohibited by applicable regulations, including but not limited to those set forth in 24 CFR Part 92 as presently promulgated and as same may be revised from time to time in the future.

8. CITY RECORDKEEPING. City shall maintain files containing information, which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and Program income. City shall maintain complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the County's auditor. City agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR Part 92. The County, HUD, the Comptroller General of the United States, the Inspector General of HUD, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers, and records of City which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, or at any time during the period of this Agreement or within 5 years thereafter, the County may require all of City's financial records relating to this Agreement to be turned over to the County.

9. MONITORING AND EVALUATION. The County shall have the right to monitor and evaluate the progress and performance of City to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, County's, and other applicable monitoring and evaluation criteria and standards. The County shall at least quarterly review City's

performance using on-site visits, progress reports required to be submitted by City, audit findings, disbursement transactions, and contact with City as necessary. City shall furnish to the County monthly or quarterly program and financial reports of its activities in such form and manner as may be requested by the County. City shall fully cooperate with County relating to such monitoring and evaluation.

10. INDEPENDENCE OF CITY. **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 County, and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker's compensation, and/or other taxes. City acknowledges and agrees that all of its personnel are its employees only, and not employees or agents of the County for any purpose whatsoever, including for purposes of Worker's Compensation.**

11. CERTIFICATIONS. City agrees to execute and abide by the certifications contained in Exhibit "C" hereto, which are hereby expressly made a part of this Agreement.

12. PROGRAM INCOME; REVERSION OF ASSETS.

(a) Upon expiration of the term of this Agreement, or upon any prior termination, City shall transfer to County any funds provided hereunder which are on hand at the time of expiration or termination, together with any accounts receivable attributable to the use of funds provided hereunder within twenty (20) calendar days.

13. RECOGNITION OF HUD, COUNTY. In all printed materials, Program descriptions, and other activities undertaken with funds provided under this Agreement, City shall provide recognition that funds have been provided to City by the U.S. Department of Housing and Urban Development and the County of Pueblo. Recognition shall be accomplished by disclosure of the role of HUD and the County in all such printed materials.

14. ENTIRE AGREEMENT; AMENDMENTS. The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings, or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of both the City and County.

15. SIGNATURES. The persons signing this Agreement on behalf of City represent and warrant that such persons and City have the requisite power and authority to enter into, execute, and deliver this Agreement and that this Agreement is a valid and legally binding obligation of City enforceable against City in accordance with its terms.

IN WITNESS WHEREOF, City and County have executed this Agreement as of the Effective Date first above written and under the laws of the State of Colorado.

ATTEST:

COUNTY OF PUEBLO

County Clerk

By: _____
Chairman, Board of County Commissioners
Date: _____

CITY OF PUEBLO

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

SCOPE OF SERVICES

The City will be responsible for administering the City of Pueblo's HOME Tenant Based Rental Assistance (TBRA) Program on behalf of the County for years 2021-2022. The City will administer all tasks in connection with the aforesaid program in compliance with all applicable federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the County.

The major goal of the City's efforts under this Agreement will be to provide rental assistance to eligible families and individuals under the TBRA Program Guidelines. Eligible activities are those specifically called out in the Guidelines. Changes in the scope of services, budget or method of compensation contained in this Agreement, unless otherwise noted may only be made through a written amendment to this Agreement, executed by the City and the County.

Additional responsibilities are:

1. City shall maintain program and financial records documenting the eligibility of families and individuals to whom assistance was provided.
2. City will submit, at a minimum, quarterly reports that narrate the accomplishments of that quarter.

Budget and Method of Compensation

County will provide a lump sum payment to City in the amount of \$66,978.83. City will submit, at a minimum, quarterly report of expenditures made on behalf of the Program.

Performance Monitoring

The County will monitor the performance of the City against goals and performance standards required herein. Substandard performance as determined by the County is non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

Time of Performance

Services shall start on the date of execution of Agreement and end on December 31, 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of HOME funds and other assets including program income.



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT NO. HO2470, TENANT BASED RENTAL ASSISTANCE PROJECT, TRANSFERRING \$75,000.00 FROM PROJECT NO. HO2150, \$25,000.00 FROM PROJECT NO. HO2260, \$66,978.83 FROM PROJECT NO. HO2130, AND ACCEPTING \$22,326.17 FROM THE COUNTY OF PUEBLO, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$189,305.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates project account HO2470 for the joint City/County administration of Tenant Based Rental Assistance activity funds for the prevention of homelessness. Pueblo County has asked to partner with the City as the lead agency in the Pueblo Consortium to administer HOME Investment Partnership Funds for a joint tenant based rental assistance activity.

PREVIOUS COUNCIL ACTION:

The City Council has approved funding for this program in previous years.

BACKGROUND:

The City of Pueblo and Pueblo County receive a yearly allocation of HOME funds from the U.S. Department of Housing and Urban Development through the Pueblo Consortium. The Consortium is a collaboration between the City and the County to jointly administer HOME funds in a coordinated effort. Tenant-Based Rental Assistance (TBRA) is an eligible activity under the HOME program and is used to prevent homelessness and to re-establish residency for those individuals or families who are homeless. The City's TBRA program is a transitional housing program designed to increase self-sufficiency over a 24-month period. Posada has previously managed the TBRA Program for the City.

FINANCIAL IMPLICATIONS:

Partial funding is available in the 251 Fund. A local match is a requirement of the HOME Program and was appropriated by Council under Ordinance 9975 and 10215. Additional Program match is due from the County of Pueblo in the amount of \$22,326.17. The Board of County Commissioners approved Pueblo County Resolution 23-225 authorizing the action and the amount.

HOME funds previously appropriated and budgeted are in the following accounts are hereby reprogrammed and budgeted for this activity, transferring funds into Project No. HO2470:

Account HO2150	\$75,000.00
Account HO2260	\$25,000.00
Account HO2130	\$66,978.83
Pueblo County Match	\$22,326.17
	\$189,305.00

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10659

AN ORDINANCE ESTABLISHING PROJECT NO. HO2470, TENANT BASED RENTAL ASSISTANCE PROJECT, TRANSFERRING \$75,000.00 FROM PROJECT NO. HO2150, \$25,000.00 FROM PROJECT NO. HO2260, \$66,978.83 FROM PROJECT NO. HO2130, AND ACCEPTING \$22,326.17 FROM THE COUNTY OF PUEBLO, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$189,305.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo has received an allocation of HOME Investment Partnership Act Grant funds and the provision for Tenant Based Rental Assistance is an eligible activity under the HOME Program; and

WHEREAS, the City of Pueblo included Tenant Based Rental Assistance is an eligible activity in the Annual Action Plan, and

WHEREAS, the City of Pueblo and Pueblo County wish to reduce homelessness within the community through a collaborative effort to administer the City's Tenant Based Rental Assistance Program; NOW, THEREFORE,

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

SECTION 1.

Establishing Project No. HO2470 – Tenant Based Rental Assistance.

SECTION 2.

Funds in the amount of \$75,000.00 from Project No. HO2150, \$25,000.00 from Project No. HO2260, \$66,978.83 from Project No. HO2130, and funds from the County of Pueblo in the amount of \$22,326.17 are hereby transferred into Project No. HO2470, Tenant Based Rental Assistance Project, and budgeted and appropriated for Project No. HO2470.

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 February 12, 2024.

Final adoption of Ordinance by City Council on February 26, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on February 29, 2024.

☐ Disapproved on _____ based on the following objections:


Mayor

Action by City Council After Disapproval by the Mayor:

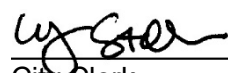
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST


City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT TO PROVIDE TENANT BASED RENTAL ASSISTANCE IN THE AMOUNT OF \$189,305.00 BETWEEN POSADA INC., A COLORADO NON-PROFIT CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a subrecipient agreement between the City and Posada, Inc. for the management of a Tenant Based Rental Assistance program for the prevention of homelessness.

PREVIOUS COUNCIL ACTION:

The City Council has approved funding for this program in previous years.

BACKGROUND:

The City of Pueblo receives a yearly allocation of HOME funds. Tenant-based rental assistance (TBRA) is an eligible activity under the HOME program regulations. Posada has previously managed the Consortium's Program and a similar program with the State's Homeless Coalition and therefore has the capacity and experience to carry out this activity as a subrecipient of the funds. Under the agreement, Posada will receive \$189,305.00 for direct assistance to eligible households.

FINANCIAL IMPLICATIONS:

Funding is available in Project No. HO2470 – Tenant Based Rental Assistance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Agreement for Posada HOME TBRA 2024

ORDINANCE NO. 10660

AN ORDINANCE APPROVING AN AGREEMENT TO PROVIDE TENANT BASED RENTAL ASSISTANCE IN THE AMOUNT OF \$189,305.00 BETWEEN POSADA INC., A COLORADO NON-PROFIT CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo has received an allocation of HOME Investment Partnership Act Grant funds and the provision for Tenant Based Rental Assistance is an eligible activity under the HOME Program; and

WHEREAS, the City of Pueblo included Tenant Based Rental Assistance is an eligible activity in the City's Annual Action Plan; and

WHEREAS, the City of Pueblo wishes to reduce homelessness within the City of Pueblo through the City's Tenant Based Rental Assistance Program; and,

WHEREAS, the City of Pueblo wishes to enter into an agreement with Posada Inc., a Colorado Non-Profit Corporation to administer the City's Tenant Based Rental Program; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated February 26, 2024 between Posada, Inc., a Colorado Non-Profit Corporation, and the City of Pueblo, a Colorado Municipal Corporation, ("the Agreement"), for the management of a tenant-based rental assistance program in an effort to reduce homelessness, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreements to effectuate the transactions described therein

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 12, 2024.

Final adoption of Ordinance by City Council on February 26, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on 02/29/2024.

☐ Disapproved on _____ based on the following objections:


Mayor

Action by City Council After Disapproval by the Mayor:

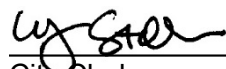
☐ Council did not act to override the Mayor's veto.

☐ 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 TENANT-BASED
RENTAL ASSISTANCE PROGRAM SERVICES
(HOME - §92.209(k))**

This Agreement is made and entered into this ___ day of _____ 2024, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as “City”) and Posada, Inc., a Colorado Non-Profit Corporation (hereinafter referred to as “Subrecipient”).

WITNESSETH, that:

WHEREAS, the City has entered into agreements with the U.S. Department of Housing and Urban Development ("HUD"), whereby federal financial assistance may be made available to City on behalf of the Pueblo Consortium (“Consortium”) established under agreements between the City and Pueblo County, Colorado, as a participating jurisdiction for the purpose of expanding the availability of affordable housing pursuant to the Home Investment Partnerships Act ("the Act") (42 U.S.C. 12701 et seq.), the Cranston-Gonzales National Affordable Housing Act and implementing regulations, including but not limited to those at 24 CFR Part 92; and

WHEREAS, in accordance with the provisions of the Act and 24 CFR Sections 92.205(a)(1) and 92.216, a portion of such financial assistance, subject to de-obligation (and subject to appropriation with respect to any assistance payable out of future fiscal year allotments), may be made available for the purpose of carrying out specific elements of the participating jurisdiction's housing strategy including provision of tenant-based rental assistance; and

WHEREAS, Subrecipient has represented to City that it is capable and willing to undertake certain approved elements of City's housing strategy, including operating a tenant-based rental assistance program serving disabled individuals with chronic mental health illness, families and individuals transitioning out of homelessness, and young adults transitioning out of foster care as identified herein and in the Scope of Services attached hereto as Exhibit “A”; and

WHEREAS, federal financial assistance is necessary and required for such tenant-based rental assistance; and

WHEREAS, based upon Subrecipient's representations, the City believes Subrecipient is capable or can reasonably be expected to become capable of performing said approved elements of City's housing strategy as a Subrecipient.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms and conditions set forth herein, the parties agree as follows:

1. PROGRAM AND SUBRECIPIENT SERVICES.

(a) Subrecipient shall operate, as an independent Subrecipient and not as an agent of City, a rental assistance program for a period of two (2) years, which shall provide tenant-based rental assistance to serve disabled individuals with chronic mental health

illness who are transitioning from treatment facility residency to independent living in the community, families and individuals transitioning from homelessness or temporary residency in homeless shelters to more permanent residency, and young adults transitioning out of foster care, together hereinafter referred to as the “Program.” Subrecipient may also pay rent and other costs accrued after January 1, 2024 for tenants impacted by the COVID-19 pandemic, where said rent and costs are in arrears.

(b) Subrecipient shall operate the Program as a Subrecipient for City pursuant to 24 CFR §92.209(k) in full compliance with the requirements of the HOME regulations, including but not limited to 24 CFR §92.209. Subrecipient shall perform all services necessary or desirable to: (i) select tenants in accordance with regulatory criteria, (ii) enter into rental assistance contracts with tenants for terms not exceeding twenty-four (24) months, (iii) screen and approve lessors and lessees, (iv) determine the amount of the rent standard, monthly family adjusted income, and amount of monthly tenant assistance, (v) disburse funds to landlords to pay for the rent assistance and any security deposits, (vi) submit periodic requests to City for payment for services and detailing reimbursable expenditures for the Program, and (vii) perform related case management, job training, job placement and health referral services ancillary to the rental assistance.

(c) In performing the foregoing services, the Subrecipient shall determine eligibility for rental assistance in general accordance with HUD Section 8 criteria.

2. FUNDING/REIMBURSEMENT.

(a) Subject to and contingent upon Subrecipient complying with all requirements of this Agreement, and subject to the availability of HOME funds for the Program, City agrees to reimburse Subrecipient for eligible Program expenses in an amount not to exceed in the aggregate, One Hundred, Eighty-Nine Thousand, Three Hundred and Five Dollars (U.S. \$189,305.00).

(b) The payment for services and reimbursement described above will be furnished to Subrecipient for the Program subject to all terms and conditions of this Agreement and contingent upon Subrecipient executing all documents required by City and submitting periodic disbursement requests accompanied by documentation establishing justification for each requested disbursement. Provided that Subrecipient is not in default of any provisions of this Agreement, the reimbursement shall be disbursed in accordance with the provisions of paragraphs 3 and 6 of this Agreement.

3. USE OF CONTRACT FUNDS.

The funds provided hereunder will be disbursed to Subrecipient on a periodic basis for allowed Program expenditures and for Subrecipient services at the rate specified. At no time will funds for Subrecipient services be advanced before the services are actually performed.

4. SUBRECIPIENT WARRANTIES AND COMMITMENTS.

Subrecipient warrants and represents that (i) it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is duly organized as a non-profit corporation under state law and is in good standing with the Secretary of State of Colorado; (iii) that it is aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 24 CFR Part 92 and those identified in Exhibit "C" hereto; and (iv) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

5. CITY REPRESENTATIVE.

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the Consortium in connection with the performance of this Agreement, approval of the Program to be undertaken by Subrecipient hereunder, and the disbursement of funds in connection with operation of the Program. In the absence of such a designation, the City's Director of Planning and Community Development shall be deemed as City's authorized representative.

6. DISBURSEMENTS.

(a) Subrecipient shall not request disbursement of any funds made available under this Agreement until the funds are needed for reimbursement of reasonable eligible costs incurred or become due for services performed, as the case may be. Disbursement of funds to Subrecipient, as may be authorized under this Agreement, is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that the Subrecipient has performed its services and has expended funds after date of this Agreement for reasonable eligible approved expenditures with respect to the Program, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for disbursement detailing the eligible expenditures for the Program in a format approved by City, (iv) that Subrecipient has certified with each payment or disbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which disbursement is sought were made for and in furtherance of the Program and are an eligible use of federal assistance under the Act, and (v) that City has timely received from HUD sufficient federal assistance under the Act to pay the disbursement hereunder.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with HUD regulations including but not limited to those at 24 CFR Part 92, as presently promulgated and as same may be revised from time to time in the future. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 24 CFR Part 92. Funds provided hereunder for Program may only be used for eligible activities and costs, as provided in 24 CFR Part 92.

(c) The aggregate of all payments made pursuant to this Agreement shall not exceed One Hundred, Eight-Nine Thousand, Three Hundred and Five Dollars (U.S. \$189,305.00).

(d) Notwithstanding anything in this Agreement, and in addition to all other conditions precedent, the City may, in its sole discretion, and at any time refuse to make disbursements of funds, if it has cause to believe any of the following circumstances has occurred or exists:

(i) There has been any adverse material change in Subrecipient's ability to operate the Program or in the Program itself;

(ii) Subrecipient has misapplied funds provided hereunder for other than the purposes stated in this Agreement;

(iii) Subrecipient has defaulted in the performance of any term, condition or covenants set forth in this Agreement or required of Subrecipient under the applicable federal regulations.

(e) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

7. TERM OF AGREEMENT.

Unless sooner terminated, the term of this Agreement shall be from the date of execution hereof until December 31, 2026. For purposes of disbursement of funds provided hereunder for the Program, the services shall be performed from January 1, 2024 until December 31, 2026.

8. TERMINATION OF AGREEMENT.

(a) For Cause. This Agreement may be terminated by City for cause, including any nonperformance by Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefor, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Director of Housing and Citizen Services whose decision as to both the grounds for termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. In accordance with 24 CFR 85.43, as amended, cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience. This Agreement may be terminated for convenience in accordance with the provisions of 24 CFR 85.44, as amended. This Agreement shall terminate immediately upon any non-appropriation of funds, or upon any suspension or non-receipt of federal assistance provided to City under the Act, regardless of cause.

(c) Post Termination Procedures. In the event of termination, Subrecipient shall continue to be responsible for those matters which survive termination, including those identified in paragraphs 4, 7, 11, 13, 14, 15, 16, 18, and 19 of this Agreement, unless City takes over the Program and, in connection therewith, prospectively releases Subrecipient from one or more specific responsibilities in writing. Additionally, at City's sole option, all property acquired by Subrecipient with funds provided hereunder, all unexpended funds provided hereunder, if any, and all program income received by Subrecipient shall immediately become the sole and separate property of the City and Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, and income to City. All documents, data, studies, reports and work product prepared by Subrecipient under this Agreement or with funds provided hereunder shall, at the option of the City, become its property and Subrecipient may be entitled to receive just and equitable compensation only for satisfactory work completed and eligible costs for which compensation has not previously been paid nor reimbursement made.

9. ASSIGNABILITY.

This Agreement shall not be assigned or transferred by Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

10. CONFLICT OF INTEREST.

HOME Regulation 24 CFR, Part 92.356, as amended, is incorporated herein by reference, and sets forth applicable laws and regulations that apply to Conflict of Interest. Subrecipient, and its Board of Directors, officers and employees, shall avoid all conflicts prohibited by applicable regulations, including but not limited to those set forth in 24 CFR Part 92 as presently promulgated and as same may be revised from time to time in the future.

11. SUBRECIPIENT RECORDKEEPING.

Subrecipient shall maintain records as to the Program work and activities undertaken with assistance hereunder, services provided, reimbursable expenses incurred in connection with the Program and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR Part 92. The compliance provisions attached as Exhibit "B" hereto are also made a part of this Agreement, and Subrecipient agrees to perform and comply with same. The City, HUD, the Comptroller General of the United States, the Inspector General of HUD, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of Subrecipient which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, or at any time during the period of affordability or within 5 years thereafter, the City may require all of Subrecipient's financial records relating to this Agreement to be turned over to the City.

12. MONITORING AND EVALUATION.

The City shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, City's, and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursement transactions and contact with Subrecipient as necessary. Subrecipient shall furnish to the City monthly or quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with City relating to such monitoring and evaluation.

13. SUBRECIPIENT FILES AND INFORMATION REPORTS.

Subrecipient shall maintain files containing information, which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. These records shall be retained by Subrecipient for a period of five years after the completion of this Agreement. Activity reports shall be submitted monthly or quarterly no later than the 15th day of the month following the end of month or quarter for which the report is submitted.

14. INDEPENDENCE OF SUBRECIPIENT.

Nothing herein contained nor the relationship of Subrecipient to the City, which relationship is expressly declared to be that of an independent Subrecipient, shall make or be construed to make Subrecipient or any of Subrecipient's agents, subrecipients, consultants or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and Subrecipients.

15. LIABILITY & INSURANCE.

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient, leases of any property or by the conditions created thereby or resulting therefrom. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents, attorneys and employees, from and against any and all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient, or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers'

compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, 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 (c).

(c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado. The policy shall include an endorsement Waiving Right of Subrogation.

(ii) Comprehensive General Liability ("CGL") Insurance written on ISO Form CG 00 01 0196, or a substitute form providing equivalent coverage, with a limit not less than One Million Dollars (\$1,000,000.00) per occurrence, covering liability arising from premises, operations, independent Subrecipients, personal injury, products completed operations, and liability assumed under an insured contract. The policy shall identify the City as an additional insured and Waive Rights of Subrogation.

(d) Subrecipient shall furnish a certificate of insurance certifying the required insurance coverages to City's Director of Finance prior to disbursement of any funds to Subrecipient under this Agreement. The certificate of insurance and the policies shall name the City as an additional insured on the CGL policy.

(e) Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

16. CERTIFICATIONS.

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, which are hereby expressly made a part of this Agreement.

17. AFFIRMATIVE FAIR HOUSING MARKETING PLAN.

For all programs assisting five or more households, Subrecipient has established procedures and will take steps necessary to affirmatively further Fair Housing in accordance with City policies, incorporated herein as Exhibit "E", and federal regulations codified at 24CFR570.487(b) and 24CFR92.351, respective of CDBG/HOME funding. Subrecipient has submitted, to the City, HUD Form 92243, Affirmative Fair Housing Marketing Plan outlining its strategy to encourage those who are least likely to apply for the services funded by this Agreement.

18. PROGRAM INCOME; REVERSION OF ASSETS.

(a) Unless otherwise authorized by City in writing in a separate instrument executed after date of this Agreement, all program income, as defined in 24 CFR 92.2, shall be returned to City within 30 days of receipt by Subrecipient. In the event City authorizes Subrecipient to retain any portion of program income, it shall only be used to accomplish the work set forth in this Agreement, including the Scope of Services, and the amount of funds payable by City to Subrecipient shall be adjusted as provided by 24 CFR 92.503 and the applicable requirements of 24 CFR 85.

(b) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

(c) In the event City incurs any cost or expense in enforcing the requirements of this Agreement, including but not limited to the requirements of this paragraph 18, or in bringing any action to recover the amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

19. RECOGNITION OF HUD, CITY.

In all printed materials, Program descriptions, and other activities undertaken with funds provided under this Agreement, Subrecipient shall provide recognition that funds have been provided to Subrecipient by the U.S. Department of Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by disclosure of the role of HUD and the City in all such printed materials.

20. PERA LIABILITY.

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

21. STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK.

(a) At or prior to the time for execution of this Contract, Subrecipient shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with an illegal alien and that the Subrecipient has participated or attempted to participate in the "Basic Pilot Program" created in Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security in order to confirm

the employment eligibility of all employees who are newly hired for employment in the United States.

(b) Subrecipient shall not:

- (I) knowingly employ or contract with an illegal alien to perform work under this contract;
- (II) Enter into a contract with a Subrecipient that fails to certify to Subrecipient that the Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this contract.

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

- (I) The Subrecipient shall have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program and, if the Subrecipient is not accepted into the Basic Pilot Program prior to entering into this contract, that the Subrecipient shall apply to participate in the Basic Pilot Program every three months until the Subrecipient is accepted or this Contract has been fully completed, whichever occurs earlier. This provision shall not be required or effective if the Basic Pilot Program is discontinued.
- (II) The Subrecipient is prohibited from using the Basic Pilot Program procedures to undertake preemployment screening of job applicants while this Contract is being performed.
- (III) If the Subrecipient obtains actual knowledge that a Subrecipient performing work under this contract knowingly employs or contracts with an illegal alien, the Subrecipient shall be required to:
 - A. Notify the Subrecipient and the Purchasing Agent of the City within three (3) days that the Subrecipient has actual knowledge that the Subrecipient is employing or contracting with an illegal alien; and
 - B. Terminate the subcontract with the Subrecipient if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A. above the Subrecipient does not stop employing or contracting with the illegal alien; except that the Subrecipient shall not terminate the contract with the Subrecipient if, during such three (3) days, the Subrecipient provides information to establish that the Subrecipient has not knowingly employed or contracted with an illegal alien.

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

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

22. GOVERNING LAW AND VENUE.

This Agreement shall be governed by 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.

23. ATTORNEY'S FEES AND COSTS OF COLLECTION.

In the event that it becomes necessary for the City to bring any action or proceeding to enforce any provision of this Agreement, to recover damages for Subrecipient's breach of this Agreement, or to seek specific performance, the City shall be entitled to collect its reasonable attorneys fees, costs of suit, and costs of collection as part of the judgment in such action or proceeding, including but not limited to costs of in-house counsel and legal staff.

24. ENTIRE AGREEMENT; AMENDMENTS.

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

25. SIGNATURES.

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS WHEREOF, Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A Municipal Corporation

City Clerk

By: _____
Heather Graham, Mayor

Date: _____

[S E A L]

Approved as to form:

City Attorney

ATTEST:

POSADA, INC.,
a Colorado Non-Profit Corporation

Title: _____

By: _____

Name: _____

Date: _____

Date: _____

[S E A L]

EXHIBIT A
SCOPE OF SERVICES

The Subrecipient will be responsible for administering a HOME Tenant Based Rental Assistance (TBRA) Program for years 2024 through 2026. The Subrecipient will administer all tasks in connection with the aforesaid Program in compliance with all applicable federal, state and local rules and regulations governing these funds and in a manner satisfactory to the Grantee.

The major goal of the Subrecipient's efforts under this Agreement will be to provide rental assistance to eligible families and individuals under the TBRA Program Guidelines (distributed separately). Eligible activities are those specifically called out in the Guidelines. Changes in the scope of services, budget or method of compensation contained in this Agreement, unless otherwise noted may only be made through a written amendment to this Agreement, executed by the Subrecipient and City. Additional responsibilities are:

1. Subrecipient shall maintain program and financial records documenting the eligibility of individuals to whom assistance was provided.
2. Subrecipient will submit, at a minimum, quarterly reports that detail the accomplishments of that quarter.

Budget and Method of Compensation

Subrecipient will submit, at a minimum, quarterly requests for reimbursements of expenditures made on behalf of the Program within the following project budget line items:

Project Budget	Amount
Rental Subsidy	\$164,305
Utility and Security Deposit	\$20,000
Property Inspection	\$5,000
Total	\$189,305

Utility deposit assistance is capped at \$500 per household and may be used only for utilities permitted under the Section 8 utility allowance. This includes gas, electric, water/sewer, and trash, but does not include telephone or cable television.

Security Deposit is a one-time expense per household and is limited to a maximum of two-month's rent.

Rent limit is the Fair Market Rent ("FMR") established by HUD annually, inclusive of utilities. Currently, the FMR limits for Pueblo are listed as:

Available Bedrooms	Efficiency	One BR	Two BR	Three BR	Four BR
2023 FMR	\$ 815	\$ 854	\$ 1,124	\$ 1,471	\$ 1,674

Performance Monitoring

The City will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the City will be considered non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after Subrecipient is notified by the City, contract suspension or termination procedures will be initiated.

Time of Performance

Services shall start on **January 1, 2024** and end on **December 31, 2026**. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of HOME funds and other assets, including program income, and as needed in the City's discretion.

Acknowledgement of Program Guidelines

The Subrecipient acknowledges receipt of the City of Pueblo TBRA Program Guidelines. The Subrecipient has reviewed the Program Guidelines and finds the guidelines to be applicable and appropriate for administration of the program identified in this agreement.

Signature: _____
Executive Director

EXHIBIT B

ACCOUNTING SYSTEM COMPLIANCE PROVISIONS

1. As used in this Exhibit, the term "Subrecipient" shall mean the entity entering into the Agreement with the City of Pueblo, a Municipal Corporation to which this Exhibit is attached.
2. Subrecipient is subject to and shall comply with the requirements of 2 CFR 200 as applicable and defined in 24 CFR 92.505.
3. Subrecipient agrees to maintain Project and accounting records in accordance with generally accepted accounting principles which accurately reflect all costs chargeable to the Activity, utilize adequate internal controls, and maintain source documentation for all costs incurred. The City shall have the right to review and approve Subrecipient's account system and internal controls prior to the release of any funds under the Agreement.
4. [Reserved]
5. Nothing in the Agreement or the Exhibits thereto shall obligate City to any third parties nor to any of Subrecipient's subrecipients, consultants, suppliers or workmen who have contracted with Subrecipient or provided any materials or services to Subrecipient.
6. The City has the right to periodically perform interim audits and a final audit of the Program and funds provided under the Agreement. Subrecipient shall fully cooperate with City in undertaking any such audit and shall provide a suitable work area for City's audit personnel to inspect and copy records.

EXHIBIT C
CERTIFICATIONS

The entity entering into this Agreement with the City hereby certifies that the Project will be conducted and administered in compliance with all of the following requirements:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) [Reserved]

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of 2 CFR 200, OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) [Reserved]

(14) [Reserved]

(15) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303(e));

(16) [Reserved]

(17) [Reserved]

(18) [Reserved]

(19) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(20) [Reserved]

(21) The Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(22) [Reserved]

(23) [Reserved]

(24) [Reserved]

(25) No HOME funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed 24 CFR Part 87.

(26) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. CPD-90-44 EPA/OSHA.

(27) When HOME Investment Partnership Act funds are used, the Subrecipient will comply with implementing regulations and requirements under 24 CFR 92.

Signature _____
Executive Director

EXHIBIT D

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

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, 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 ☐

(b) If you answered "Yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ☐ No ☐. If you answered "Yes", please state which of the above entities best describes your business: _____

(c) If you answered "Yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Name

Address

Address

Social Security Number

Social Security Number

(If more than two, please attach a supplemental list)

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

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

Signed _____, 2024.

Signature: _____

Print Name: _____

EXHIBIT E

City of Pueblo Department of Planning and Community Development

Affirmative Fair Housing Marketing Procedures

It is the policy of the Department of Housing and Citizen Services to administer its housing programs affirmatively, as to achieve a condition in which individuals of similar income levels in the same housing market area have a like range of housing choices available to them regardless of their race, color, religion, sex, sexual orientation, handicap, familial status or national origin. Each applicant for participation in the Department's housing programs shall pursue affirmative fair housing marketing policies in soliciting buyers and tenants, in determining their eligibility, and in concluding sales and rental transactions.

METHODS AND PRACTICES FOR INFORMING THE PUBLIC

In order to inform the public, owners, and prospective tenants about federal fair housing laws and the City's affirmative marketing policies, the developer will include the Equal Housing Opportunity logotype and/or slogan, and a logotype and/or slogan indicating equality, non-discrimination, and equal access, in all press releases, solicitations, and program information materials.

The City shall develop an outreach plan each year, which will include, singularly or in combination, advertisements in local newspapers, public service announcements, distribution of fair housing brochures at relevant events, community presentations, or other outreach activities to inform the community about fair housing rights and responsibilities.

REQUIREMENTS AND PRACTICES FOR OWNERS

All developers who receive funds from the City are required to enter into loan and regulatory agreements with the City prior to receiving any funds. These agreements are designed to bind the recipients to all of the program requirements, including the affirmative fair marketing procedures.

Developers receiving federal funds are required to create units that are accessible to people with disabilities. At least five percent of the new units must be accessible to people with mobility impairments and at least two percent must be accessible to people with hearing or vision impairments.

In addition to Federal laws requiring units for people with physical disabilities, Fair Housing laws require owners to make reasonable accommodations or modifications for people with all types of disabilities. In doing so, recipients are required to make and pay for structural modifications to dwelling units and common areas when needed as a reasonable accommodation for tenants or applicants with disabilities. In such cases where providing a requested accommodation would result in an undue financial and administrative burden, developers are required to take any other action that would not result in an undue burden.

Recipients must submit proposed marketing and management plans on the form HUD-935.2(a) for multifamily projects or 935.2(b) for single-family projects, along with supporting documentation to the City for review and approval. Prior to commencing marketing activities, owners will be required to meet with City staff to review the proposed marketing strategy to ensure that affirmative marketing efforts will be employed.

Management plans must include policies for ensuring reasonable accommodation for persons with disabilities. Management plans must also contain policies and provisions for recordkeeping and monitoring.

Marketing plans must include information on strategies for reaching persons and groups not likely to apply including, but not limited to, households with a disabled member. Marketing plans must also include procedures for ensuring that accessible units are occupied by people with disabilities who require accessible features, as described below.

Marketing plans must include the use of the fair housing logotype and/or slogan, and use of a logotype and/or slogan and fair housing posters must be displayed at the project rental or sales office. Owners are required to advertise in newspapers of general circulation, and to provide notice to community groups when units become available.

Marketing strategies must include use of a welcoming statement to encourage people with disabilities to apply for units, as well as a description of available units, accessible features, eligibility criteria, and the application process.

Marketing plans must indicate that qualified applicants with disabilities who request accommodations shall receive priority for the accessible units. Open houses and marketing offices must be accessible to allow disabled persons to visit the site and retrieve information about accessible units.

PROCEDURES FOR OUTREACH TO PERSONS LEAST LIKELY TO APPLY

Owners are required to engage in special outreach to persons and groups in the housing market area who, in the absence of such outreach are not likely to apply for the housing. In determining what special outreach is needed, Owners should take into account past patterns of discrimination, the racial and ethnic makeup of the neighborhood, language barriers, location, or other factors that might make it less likely that some persons and groups (a) would be aware of the availability of the housing or (b) would be likely to apply for the housing.

In particular, owners are required to advertise in media, which are reasonably likely to reach such targeted groups, and to provide notice to community organizations, fair housing agencies, and other similar organizations. A list of local disability organizations and community development boards will be provided by DHCS upon request. Multilingual advertising is encouraged where such efforts would result in reaching persons and groups not likely to apply.

SPECIFIC PROCEDURES FOR ENSURING THAT ACCESSIBLE UNITS ARE OCCUPIED BY PEOPLE WITH DISABILITIES WHO REQUIRE ACCESSIBLE FEATURES

Outreach by owners to the community shall include the distribution of notices describing:

- ◆ the availability of all units;
- ◆ specific information regarding the availability and features of accessible units;
- ◆ eligibility criteria; and
- ◆ application procedures.

All application forms shall include information indicating that people with disabilities requiring accessible features shall receive priority for accessible units. The application must include a section to be filled out by any applicant requesting an accommodation with details on the applicant's special needs for accessible features or other accommodations. Under no circumstance should an applicant be required to disclose a disability unless requesting an accommodation. This will allow developers to provide, upfront, any necessary accessible features and/or accommodations for those people requesting accommodations.

Owners shall take reasonable nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disability requires the accessibility features of the particular unit. To this end, any vacant, accessible unit should first be offered to a current, disabled tenant of the same project or comparable project under the owner's control.

The disabled occupant must require the features in the vacant unit and must be occupying a unit not having such features. If no such occupant exists, the developer shall then offer the unit to a qualified applicant on the waiting list who has a disability requiring the accessibility features of the unit.

Furthermore, when offering an accessible unit to applicants without disabilities, the owner may require such applicants to agree to move to a non-accessible unit when one becomes available or when the accessible unit is needed by a disabled household. Such an agreement may be incorporated into the lease.

Note: An owner may not prohibit an eligible family with a member who has a disability from accepting a non-accessible unit, which may become available before an accessible unit. Owners are required to modify such a non-accessible unit as needed or move a disabled household into a unit that can be altered, unless the modifications would result in an undue financial and administrative burden or alteration in the nature of a program. All applicants should be provided information about how to request a reasonable accommodation at the time they apply for admission and at every recertification.

RECORDKEEPING AND MONITORING

Owners must maintain records for at least five years regarding marketing and tenant selection practices. Upon request, Owners are required to submit to the City copies of all advertisements indicating the date the advertisements were placed and the media outlets which were used.

Owners must also provide copies of notices sent to community groups and a listing of those groups to which notices were sent. Owners must maintain records regarding the characteristics of persons applying for vacant units, and the characteristics (including race and familial status) of persons actually selected for the units. Owners' records must also include the number, location, and description of accessible units, and success in filling such units with people who need accessible features or other accommodations. In addition, Owners should document any reasonable accommodations made to, or requested by, tenants during the reporting year.

As part of the City's monitoring of assisted housing developments, the City will review the Owners' records to verify that each qualified household living in an accessible unit has at least one household member who needs the accessible features of the unit.

The duration of monitoring of Affirmative Fair Housing Marketing (AFHM) Requirements varies with each housing program. For homeownership programs, AFHM requirements apply through the completion of initial sales transactions on units covered by the approved AFHM plan. For assisted rental housing, AFHM requirements apply throughout the term of the loan and regulatory agreements, including those periods when the project does not maintain sustaining occupancy.

ANNUAL SURVEY AND CERTIFICATION

Housing providers should complete an annual survey and certification regarding its AFHMP and submit it to the City. The Annual Survey and Certification must respond to all of the following:

1. A current Affirmative Fair Housing Marketing Plan (AFHMP) (Form HUD-935.2A) is required of all City-assisted housing projects.
 - a. What is the date of the current AFHMP on file?
2. Does your site office / web site have the Equal Opportunity logo and statement posted?

3. How many units are currently vacant or have given notice to vacate?
4. How are vacant units advertised?
5. In the last year, have any applicants for units been rejected?
 - a. If yes, please provide reasons for rejection.
 - b. Did any rejected applicants have Housing Choice Vouchers (Section 8) or other rental subsidy sources of income?
6. In the last year, have any residents been evicted?
 - a. If yes, provide list of evicted households including building and unit number and reasons for eviction.

Project Name:

Project Address:

Owner Name:

Owner Address:

Signature of Owner or its Agent / Representative:

Date:

Printed name and Title:

ASSESSMENT OF SUCCESS AND CORRECTIVE ACTIONS

The City will review records maintained by owners to ensure that Affirmative Fair Housing Marketing requirements are being met. Where the characteristics of applicants are significantly different from the make-up of the City's population (i.e., in cases where specific groups are over-represented or under-represented), the City will examine in more detail the owner's actions to determine if a violation of the requirements has occurred.

The City employs a variety of corrective actions. Initially, owners who have not fully complied with the requirements are directed to engage in targeted marketing efforts to reach groups not initially reached. In cases where owners refuse to comply with the affirmative fair marketing procedures, the City may take additional actions to secure performance under the loan agreement, including declaring the loan in default and recapturing the funds.

ATTACHMENTS

Attachment A: City of Pueblo's Analysis of Impediments to Fair Housing

Attachment B: Sample Advertisement/Listing

ATTACHMENT A

Additional Resources: City of Pueblo's Analysis of Impediments to Fair Housing can be viewed on the City's website located at <https://www.pueblo.us/257/Documents-Forms>

ATTACHMENT B

Sample Advertisement

(Project name), an affordable housing development in Pueblo has (studio, 1, 2, 3, and/or 4) bedroom apartments available at reduced rents for qualified low income households. Disabled applicants are encouraged to apply. Income and other restrictions apply. (Section 8 welcome)

Equal Opportunity Housing Provider.



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TO PREPARE AN ENVIRONMENTAL AND CULTURAL DOCUMENTED CATEGORICAL EXCLUSION (CATEX) FOR THE TAXILANE REHABILITATION AND NEW HANGAR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., and the City of Pueblo, a Municipal Corporation, to prepare an environmental and cultural Documented Categorical Exclusion (CATEX) for the Taxilane Rehabilitation and New Hangar Project.

PREVIOUS COUNCIL ACTION:

Resolution No. 14989 approved September 22, 2022, approving a master agreement between Dibble and Associates Consulting Engineers, Inc., and the City of Pueblo, a Municipal Corporation, for Professional Engineering Services and Engineer of Record for the Pueblo Memorial Airport.

BACKGROUND:

The 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate taxilane infrastructure at the Pueblo Memorial Airport. A preliminary Documented Categorical Exclusion (CATEX) report is required by the Federal Aviation Administration (FAA) as part of the engineering design and grant application submittal.

In accordance with their master contract, Dibble and Associates Consulting Engineers, Inc., submitted a proposal to complete the required CATEX.

FINANCIAL IMPLICATIONS:

The total cost for the CATEX project is \$32,180.00. Funds for the project will be paid from Project Account AP1804 – South T-Hangar #1. It is expected that 95% of the project costs will be reimbursed through a future FAA grant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Taxilane Rehabilitation and New Hangar project cannot proceed.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. Dibble_AP1804 Taxilane Rehab and New Hangar 2024
2. PUB Taxilane and Hangar CATEX - Proposal 01.18.24

ORDINANCE NO. 10661

AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, TO PREPARE AN ENVIRONMENTAL AND CULTURAL DOCUMENTED CATEGORICAL EXCLUSION (CATEX) FOR THE TAXILANE REHABILITATION AND NEW HANGAR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the 2022 Airport Master Plan identified the need for new general aviation hangars and taxilane rehabilitation; and

WHEREAS, Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation submitted their proposal to complete the CATEX in accordance with the master agreement as Engineer of Record for the Pueblo Memorial Airport; NOW, THEREFORE,

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

SECTION 1.

The Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., and the City of Pueblo, a Colorado Municipal Corporation, to prepare an environmental and cultural Documented Categorical Exclusion (CATEX) for the Taxilane Rehabilitation and New Hangar Project, a copy of which is attached hereto, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 2.

Funds for said project shall be from Project Account AP1804 – South T-Hangar #1.

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 the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 12, 2024.

Final adoption of Ordinance by City Council on February 26, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

- ☒ Approved on 02/29/2024.
- ☐ Disapproved on _____ based on the following objections:

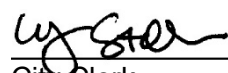

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST


City Clerk

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this 1st day of March, 2024 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, construction administration, and related services for Owner in connection with Project No. API804, Project Name: Taxilane Rehab and New Hangar, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

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

- ☒ [X] - Study and Report Phase
- ☐ [] - Preliminary Design (Schematic) Phase
- ☐ [] - Final Design Phase
- ☐ [] - Construction Documents & Bidding Phase
- ☐ [] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Appendix A – Scope of Services and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

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

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

- (a) Consult with Owner to determine his requirements for the Project and review available data.
- (b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.
- (c) Provide special analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
- (d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- (e) Provide general economic analysis of Owner's requirements applicable to various alternatives.
- (f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.
- (g) Furnish two (2) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

- (a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or Report on the Project.
- (b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- (c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- (d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.
- (e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- (f) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the

(Agreement for Professional Engineering Services – CA Revised and Apprd 04/1/2020)

Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirements therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of

bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of

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

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the work.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; and Engineer hereby irrevocably waives and excuses Owner and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S., or similar statute.

(c) Engineer's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility," attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within five (5) days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's time table for achievement of interim tasks and final completion of Project work, provided however,

the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "Federal Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency which apply to the work under this Agreement, whether referenced in Appendix A or not. All applicable loan or grant conditions and regulations of the Federal Agency are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal loans or grants. Should the applicable Federal Agency indicate that loans or grants shall not be granted or approved by the Agency, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports, and incidental engineering work

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

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed **\$32,180.00** in the aggregate and computed in accordance with this Section. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within forty (40) days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B – "Fee Schedule."

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses unless otherwise provided and listed in Appendix B - "Fee Schedule."

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred in correcting Engineer's mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

Section 6. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2024, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.5 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees, engineers, and subcontractors, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Owner's Project Representative, then in that event, Engineer's entire right to compensation shall be chosen by Owner and limited to the lesser of (a) the reasonable value of completed work to Owner or (b) payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.6 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs,

drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement.

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

7.2 Insurance and Indemnity.

(a) Engineer agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, One Million Dollars (\$1,000,000.00) per occurrence for property damage, and One Million and No/100 Dollars (\$1,000,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding \$50,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, its employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and its employees, including claims of nonpayment. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Greg Pedroza, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 3020 East Camelback Road Suite 201 Phoenix, AZ 85016. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and

the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Appendix or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and Owner.

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

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

7.9 Severability. If any provision of this Agreement, except for Section 2.7, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.7 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

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

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under

Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. APPENDICES.

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

Scope of Work - "Scope of Services" consisting of 3 pages.

Appendix A - "Fee Schedule" consisting of 4 pages.

Appendix B - CATEX Project Exhibit consisting of 1 page.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility"
Consisting of 6 pages.

SECTION 10. ACCESSIBILITY.

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

SECTION 11. STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK.

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

(b) Engineer shall not:

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

(II) Enter into a contract with a subconsultant that fails to certify to Engineer that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under

this contract.

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

(I) The Engineer shall have confirmed or attempted to confirm the employment eligibility of all of its employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

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

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

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

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

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

(d) Violation of this Section by the Engineer shall constitute a material breach of contract and grounds for immediate termination. In the event of such termination, the Engineer shall be liable for Owner's actual and consequential damages.

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

(f) Violation of this Section 11 by the Engineer shall constitute a material breach of contract and grounds for immediate termination. In the event of such termination, the Engineer shall be liable for Owner's actual and consequential damages.

(g) As used in this Section 11, the term "subconsultant" shall mean any subconsultant or subcontractor of Engineer rendering services with the scope of this Agreement.

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the Owner for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

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

CITY OF PUEBLO, A MUNICIPAL
CORPORATION

DIBBLE AND ASSOCIATES
CONSULTING ENGINEERS, INC.

By: _____
Heather Graham, Mayor

Title: _____

Name: _____

By: _____

Attest: _____
City Clerk

[S E A L]

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

Director of Finance

APPROVED AS TO FORM:

City Attorney

January 18, 2024

Pueblo Memorial Airport
31201 Bryan Circle, Ste. 200
Pueblo, CO 81001-4803

Attention: Mr. Greg Pedroza
City of Pueblo – Director of Aviation
Pueblo Memorial Airport

RE: ENGINEERING SERVICES PROPOSAL
City Project Number: TBD
FAA AIP No. 3-08-0046-051-2024
Environmental Phase Services
Taxilane Rehabilitation and New Hangar CATEx

We appreciate the opportunity to provide environmental services for the *Taxilane Rehabilitation and New Hangar* project at the Pueblo Memorial Airport (PUB). This proposal has been prepared in accordance with the direction provided by the FAA and PUB and with the information discussed during the FAA Project Kick-Off Meeting held on December 18, 2023.

Dibble, as the prime consultant, is proposing to complete the Scope of Work as included in this proposal for as follows:

A. Environmental Phase Services:

1. Dibble (Environmental).....	\$11,340.00
2. SWCA Environmental Consultants.....	\$15,608.00
3. SWCA Environmental Consultants (Optional Tasks).....	\$5,232.00
Subtotal.....	\$32,180.00

Transmitted herewith is our proposed Scope of Work, Fee Summary, Derivation of Fee Proposal, Estimated Manhours matrix, CATEx Project Exhibit, and full subconsultant proposals for your review.

We are very grateful for the opportunity to work with PUB on this project. If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,



Jared Bass, P.E.
Vice President - Sr. Project Manager



Charlie McDermott, LEED AP
Aviation Planning Manager



DRAFT Scope of Work

Taxilane Rehabilitation and New T-Hangar Documented CATEX Preparation Pueblo Memorial Airport (PUB)

Introduction

Dibble (Dibble or the Engineer) has been requested by the **Pueblo Memorial Airport (PUB or Airport)** to prepare a **Documented Categorical Exclusion (CATEX)** and a FAA Form 7460 for the **Taxilane Rehabilitation and New Hangar project** (the Project) at the Pueblo Memorial Airport (PUB) as depicted on the Airport Layout Plan (ALP) and the CATEX Project Exhibit. See **Appendix B** for the CATEX Project Exhibit.

This scope of work for the project consists of environmental coordination with FAA for a rehabilitation of existing asphalt concrete (AC) taxilane and apron between the FBO Apron and new hangar site; as well as a new 10-Unit Nested Hangar (approx. 51' x 231' with a building height of 15') as shown on the attached CATEX project exhibit. The AC rehabilitation will consist of full depth crack repair with a Gap Mastic B type of material and GSB-88 Seal Coat.

The documented CATEX will be prepared in accordance with the Federal Aviation Administration (FAA) Order 1050.1F, *Environmental Impacts: Policies and Procedures*.

Environmental Phase Services

The Scope of Work for the Project includes:

→ **Task 1 - General**

a) Project Management and Administration

Dibble will provide project management services for the preparation of the required documented Categorical Exclusion (CATEX) and updated Airport Layout Plan (ALP) as necessary. Dibble will also prepare monthly invoices in a format acceptable to the Developer.

b) Project Definition and Coordination

Dibble will ensure the project is well-defined and coordinated with stakeholder agencies ahead of starting the federal environmental process.

→ **Task 2 - Prepare Categorical Exclusion (CATEX)**

a) Collect Environmental Resource Data

Dibble will gather relevant and readily available environmental data about the Airport property and the surrounding land for use in preparing the CATEX. No additional environmental studies will be conducted other than those described herein. Source of data will include, but not limited to,

previous environmental studies that have been prepared for projects at the Airport, online database sources and information from the City of Pueblo.

The preparation of a biological, historical, architectural, and cultural resource study, as well as aquatic resource inventory, and floodplain determination and impact assessment are included in this scope of work, and will be provided by a sub-consultant (SWCA Environmental Consultants). See **Appendix C** for SWCA's scope of work. It includes:

- *Cultural Resource Evaluation and Reports*

SWCA (sub-consultant to Dibble) will conduct a thorough background archaeological literature and records search for the project. A pre-field literature search is required to inform the cultural resources field inventory and identify known resources in the area. This field search will require a state records review for the project area and a 1-mile buffer via the Colorado Office of Archaeology and Historic Preservation (OAHP), as well as a review of historic General Land Office plats, topographic maps, and aerial imagery.

SWCA will then perform a standard cultural resources inventory for the project to FAA and OAHP standards, meeting federal regulations guiding the Protection of Historic Properties (36 Code of Federal Regulations 800). Field investigations will include a standard intensive (Class III) pedestrian survey of a defined survey area consisting of the Project area with an additional 100-foot survey buffer.

- *Biological Habitat Evaluation*

SWCA will conduct a field biological habitat assessment to evaluate potential impacts to natural resources including compliance with the Endangered Species Act (ESA), the Migratory Bird Treaty Act, the Bald and Golden Eagle Protection Act, Colorado Parks and Wildlife's (CPW) Buffer Zones and Seasonal Restrictions for Colorado Raptors¹, and other CPW guidance for state listed species.

- *Aquatic Resources Inventory*

Concurrently with the biological habitat evaluation, SWCA will conduct a field aquatic resources inventory (ARI) survey of waters which may be considered Waters of the U.S. (WOTUS) within areas proposed for disturbance (commonly referred to as a "wetland delineation"). SWCA will delineate wetland and non-wetland waters using a global positioning system (GPS) unit capable of submeter accuracy. This work will be completed in accordance with the U.S. Army Corps of Engineers' (USACE) methods for delineations in this part of Colorado.

Potential wetlands will be evaluated using the 1987 Corps of Engineers Wetland Delineation Manual² (Manual) and the Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Western Mountains, Valleys, and Coast Region, Version 2.0.3 (2010) (Regional Supplement). Non-wetland waters will be evaluated using guidance provided in the USACE's Regulatory Guidance Letter 05-05,⁴ A Guide to Ordinary High-Water Mark (OHWM) Delineation for Non-Perennial Streams in the Western Mountains, Valleys, and Coast Region of the United States (TR-14-13), and National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams (TR-22-26), as needed.

- *Preconstruction Notification and Agency Coordination*

SWCA will complete a Preconstruction Notification (PCN) submittal for the Project. Data collected during the aquatic resources inventory will be used to develop figures that depict the Project's proposed impacts to the mapped potential WOTUS. This includes time to respond to Dibble's review of a draft PCN and respond to one round of comments from USACE.

- *Climate Related Financial Risk*

FFRMS Floodplain Determination and Impact Assessment: The base flood elevation provided by pre-existing FEMA flood risk mapping will be used to determine the Federal Flood Risk Management Standard (FFRMS) floodplain in accordance with the "Freeboard Value Approach" prescribed by Executive Order (EO) 14030 – Climate-Related Financial Risk, which reinstates EO 13069 - Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input. Dibble and SWCA will, in accordance with EO 11988 - Floodplain Management, as amended by EO 13069, support the FAA in the "Eight-Step Decision-Making Process" provided therein, as follows:

- ✓ Dibble will determine if the proposed project falls within the FFRMS floodplain.
- ✓ SWCA will provide public notification in support of early public review of the project (Refer to SWCA's attached proposal).
- ✓ Dibble will identify and evaluate alternatives to locating in the FFRMS floodplain.
- ✓ SWCA will identify environmental impacts of the proposed project (Refer to SWCA's attached proposal).
- ✓ Dibble will identify flood hazard impacts of the proposed project.
- ✓ If necessary, Dibble will identify design modifications to minimize harm and restore and preserve natural and beneficial values of the FFRMS floodplain.
- ✓ If necessary, Dibble will reevaluate alternatives.
- ✓ If necessary, Dibble will provide findings and explanation for siting of the project within the FFRMS floodplain within a public notice.

b) Review of Environmental Studies prepared by SWCA

Dibble shall rely on the findings from the specialized studies prepared by SWCA to support the preparation of the documented CATEX. Dibble will review and incorporate the findings of the specialized studies into the documented CATEX.

c) Draft FAA Documented CATEX

Dibble has completed an initial environmental review of the proposed Project and through consultation with the Federal Aviation Administration (FAA) in December 2023 has determined that the proposed Project is a categorically excluded federal action that does not individually or cumulatively have a significant effect on the human environment. It has been confirmed by the FAA, (email on 12/18/23), that neither an Environmental Assessment (EA) nor Environmental Impact Statement (EIS) will be required for the proposed project

Therefore, a Documented Categorical Exclusion (CATEX) will be prepared for the proposed Project in accordance with FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, paragraph 5-6.4. (e), *Categorical Exclusions for Facility Sitting, Construction and Maintenance*.

Dibble will prepare the required documented CATEX in accordance with the FAA's Office of Airports (ARP) Standard Operating Procedure (SOP) 5.1 for CATEX Determinations. An initial Draft CATEX will be submitted to the Sponsor and the FAA for a preliminary review.

d) Final FAA Documented CATEX

Comments received on the Draft CATEX will be incorporated into the Final CATEX as applicable. The Final CATEX will be re-submitted to the Sponsor and the FAA for final review and issuance of a CATEX determination by the FAA.

Summary of Work Product Deliverables

- Draft FAA Documented CATEX
- Final FAA Documented CATEX

Schedule

It is anticipated that the Draft Documented CATEX will be completed and submitted to FAA a month after a Notice to Proceed (NTP) is granted by the Airport. A Final Determination is necessary before design efforts can get underway early Q2 2024.

Attachments

Appendix A - Dibble Fee Proposal

Appendix B - CATEX Project Exhibit

Appendix C - SWCA Environmental Consultants Proposal (Dated January 17, 2024)

End Scope of Work

Appendix A - Dibble Fee Proposal

Summary	Dibble	Subs
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A. Environmental Phase Services

	Fee	Type	
1 Dibble	\$11,340.00	Lump Sum	\$11,340.00
2 SWCA Environmental Consultants	\$15,608.00	Lump Sum	\$15,608.00
2 SWCA Environmental Consultants (Optional Tasks)	\$5,232.00	Lump Sum	\$5,232.00
Environmental Phase Subtotal.....	\$32,180.00		\$20,840.00

Firm:	Dibble	Contract Number:	TBD
	On-Call Engineering	Project Number:	TBD
Project:	Taxilane Rehabilitation and New T-Hangar	Task Number:	N/A
	Environmental Phase Services	Amendment Number:	N/A
	Pueblo Memorial Airport (PUB)		0 0
Date:	1/18/2024		0 0

Environmental Phase Services Summary			
Classification	Total Hours	Billing Rates	Total Costs
1 Principal	2	\$269.91	\$539.82
2 Senior Project Manager	9	\$246.40	\$2,217.60
3 Senior Planner	14	\$191.17	\$2,676.38
4 Planner	14	\$146.61	\$2,052.54
5 Senior Engineer	15	\$191.17	\$2,867.55
6 QA/QC Manager	4	\$246.40	\$985.60
7 Senior Designer	0	\$150.06	\$0.00
8 Admin Assistant	0	\$114.67	\$0.00
Totals:	58		\$11,340.00

Environmental Phase Services Direct Costs		
Item	Cost	Type of Compensation
1 N/A.....	\$0.00	Direct Cost
Sub-Total for Direct Costs.....		\$0.00

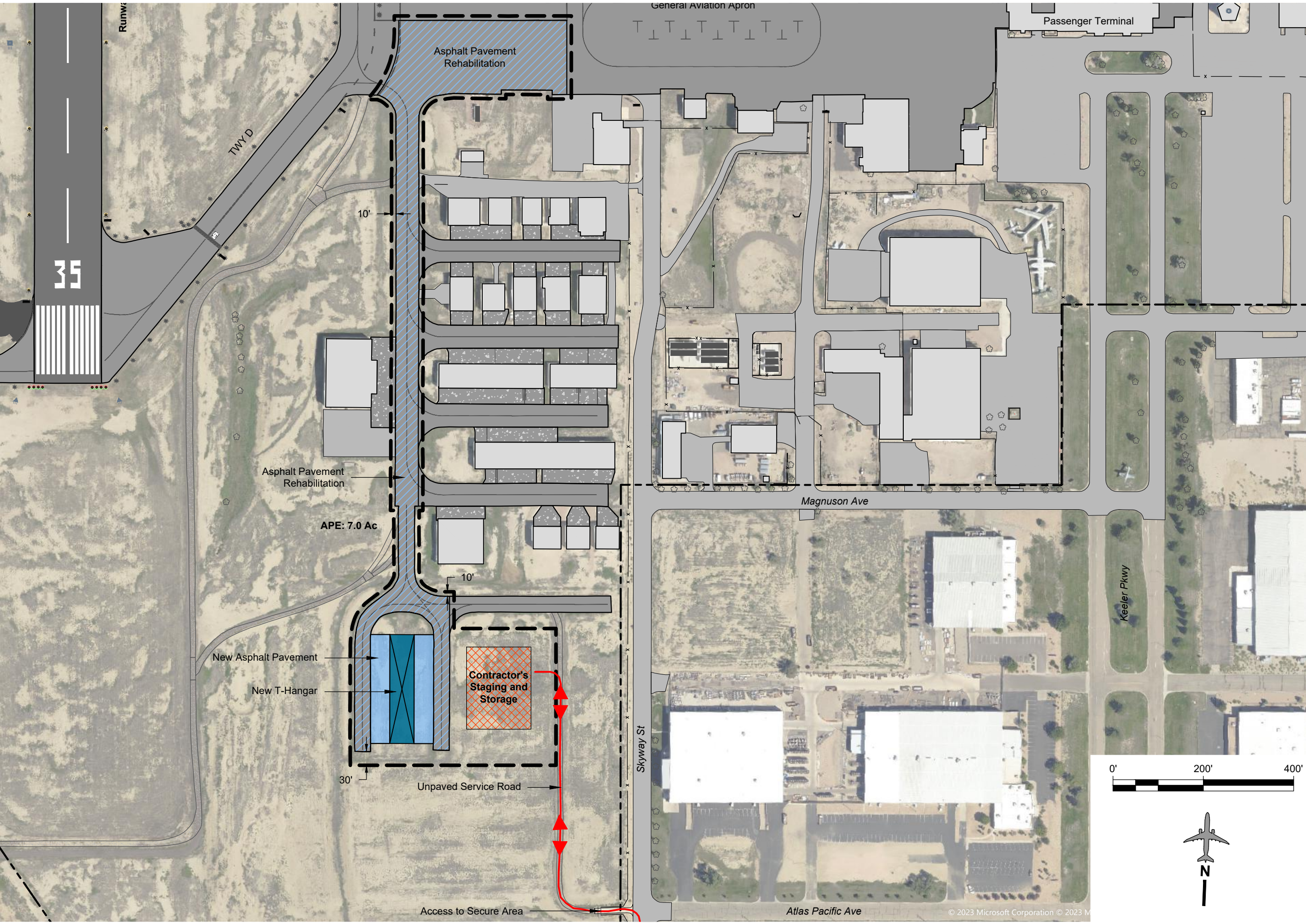
Environmental Phase Services Subconsultants		
Firm	Cost	Type of Compensation
1 SWCA Environmental Consultants	\$15,608.00	Lump Sum
1 SWCA Environmental Consultants (Optional Tasks)	\$5,232.00	Lump Sum
Sub-Total for Subconsultants:		\$20,840.00

Environmental Phase Services Total Fee	
Total Fee (rounded).....	\$32,180.00

Firm:	Dibble	Contract Number:	TBD
	On-Call Engineering	Project Number:	TBD
Project:	Taxilane Rehabilitation and New T-Hangar	Task Number:	N/A
	Environmental Phase Services	Amendment Number:	N/A
	Pueblo Memorial Airport (PUB)		0 0
Date:	1/18/2024		0 0

Environmental Phase Services - Estimated Manhours									
Task	Principal	Senior Project Manager	Senior Planner	Planner	Senior Engineer	QA/QC Manager	Senior Designer	Admin Assistant	Total Hours by Task
1 General									
a) Project Management and Administration	1	2							3
b) Project Definition and Coordination		2	2	1					5
2 Categorical Exclusion (CATEX)									
a) Collect Environmental Resource Data		2	6	7	15				30
b) Review of Environmental Studies prepared by SWCA			4	2					6
c) Draft FAA Documented CATEX		2		4		3			9
d) Final FAA Documented CATEX	1	1	2			1			5
Total Hours by Classification	2	9	14	14	15	4	0	0	58

Appendix B – CATEx Project Exhibit



- Legend:
-  Existing Facilities
 -  New Pavement
 -  Taxilane Rehabilitation
 -  New T-Hangar
 -  Existing Property Line
 -  Area of Potential Effects
 -  Staging & Storage
 -  Haul Route

- Notes:
- Conceptual only.
 - APE: Area of Potential Effects - 7.0 Acres (Est.)
 - Unclassified excavation, if any, anticipated to be stored at existing stockpiling site on the far east side of the Airport. Site has already been cleared through previous CATEXs.
 - Haul Route through existing Airport access gate and via existing dirt/gravel service road, as indicated.



Appendix C - SWCA Environmental Consultants Proposal



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

295 Interlocken Boulevard, Suite 300
Broomfield, Colorado 80021
Tel 303.487.1183
www.swca.com

January 17, 2024

Thibault Sirigu, Aviation Planner
Dibble Engineering
2696 South Colorado Boulevard, Suite 330
Denver, Colorado 80222
Submitted via email: thibault.sirigu@dibblecorp.com

Re: Pueblo Memorial Airport Taxilane Rehabilitation and New T-Hangar Project

Dear Thibault Sirigu:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide Dibble Engineering (Dibble) with our scope of work and cost estimate for cultural and natural resources survey and permitting support for the proposed Pueblo Memorial Airport Taxilane Rehabilitation and New T-Hangar Project (Project), which is located at the Pueblo Memorial Airport (PUB) in Pueblo County, Colorado. It is our understanding that Dibble is requesting a proposal for the following: a cultural resource evaluation, biological habitat evaluation, aquatic resources inventory, pre-construction notification (optional), and FFRMS floodplain determination and impact assessment (optional).

The airport will utilize Federal Aviation Administration (FAA) funding and therefore, is subject to the National Environmental Policy Act (NEPA) process. SWCA's reports proposed here will provide the biological, cultural, and wetlands information necessary to prepare the NEPA documentation.

SCOPE OF WORK

The Pueblo Memorial Airport Taxilane Rehabilitation and New T-Hangar Project (Project) is a proposed airport rehabilitation and development project located in Pueblo County, Colorado. The Project components will include the "New Pavement", "Taxilane Rehabilitation", "New T-Hangar", and "Staging and Storage" and all impacts will occur within the "Area of Potential Effects" boundary as shown in the PDF titled "PUB Taxilane Rehab and New Hangar Draft CATEX Exhibit 01.03.24" and provided to SWCA Environmental Consultants (SWCA) by Dibble Engineering (Dibble) on January 17, 2024. The Haul Route will utilize an existing gravel service road.

PHASE 1. CULTURAL RESOURCES

TASK 1. CULTURAL RESOURCE EVALUATION

SWCA will conduct a thorough background archaeological literature and records search for the project. A pre-field literature search is required to inform the cultural resources field inventory and identify known resources in the area. This file search will require a state records review for the project area and a 1-mile buffer via the Colorado Office of Archaeology and Historic Preservation (OAHP), as well as a review of historic General Land Office plats, topographic maps, and aerial imagery.

SWCA will then perform a standard cultural resources inventory for the project to FAA and OAHP standards, meeting federal regulations guiding the Protection of Historic Properties (36 Code of Federal Regulations 800). Field investigations will include a standard intensive (Class III) pedestrian survey of a defined survey area consisting of the area of potential effects, defined as a 7-acre area, and including an additional 100-foot survey buffer. The field survey will be conducted by one SWCA archaeologist walking the survey area at transect spacing not to exceed 20 meters within one field day of up to 10 hours. Preliminary review indicated that no portions of the project area has been

previously surveyed. The review also indicates that the project area appears heavily disturbed in aerial imagery after continuous expansion of the airport after 2005.

SWCA anticipates that a limited results report will be sufficient to document the results. This report will include information on any other cultural resource recorded, environmental setting, evaluations of resource eligibility for the National Register of Historic Places, and any anticipated project-related effects to these resources.

Deliverables

- Within one week of the completion of fieldwork, SWCA will provide shapefiles and a KMZ of recommended cultural resource avoidance areas, if any, to Dibble for its use in minimization and avoidance of effects to cultural resources.
- Within four weeks of completion of the cultural resources survey, SWCA will produce an electronic copy of the limited results report for submittal to the FAA, who will provide a copy to the OAHF for consultation purposes. An electronic redacted copy of the report in PDF format will be submitted to Dibble. In addition, SWCA will prepare project shapefiles meeting OAHF data requirements to be submitted to the OAHF via a secure cloud service.

PHASE 2. NATURAL RESOURCES

TASK 1. BIOLOGICAL HABITAT EVALUATION

SWCA will conduct a field biological habitat assessment to evaluate potential impacts to natural resources including compliance with the Endangered Species Act (ESA), the Migratory Bird Treaty Act, the Bald and Golden Eagle Protection Act, Colorado Parks and Wildlife's (CPW) Buffer Zones and Seasonal Restrictions for Colorado Raptors¹, and other CPW guidance for state listed species.

A biologist will conduct an on-site evaluation of vegetation communities and landscape features of proposed disturbance areas to determine if they meet the habitat requirements for species listed as federal- or state- threatened or endangered. SWCA will delineate prairie dog colonies and identify raptor nests within 0.5 mile of the Project area and public rights-of-way using binoculars.

Deliverables

- Task 2 includes preparation of a short letter report to document our findings and any recommendations we may have regarding the project's potential impact on natural resources and sensitive habitats. The report will include a description of the methodology and results of the evaluation along with mapping and photographs of any sensitive resources identified in the Project area or observed within the 0.5-mile buffer. The report will be delivered as an electronic file to Dibble for review and comment prior to report finalization.

TASK 2. AQUATIC RESOURCES INVENTORY

Concurrently with the biological habitat evaluation, SWCA will conduct a field aquatic resources inventory (ARI) survey of waters which may be considered Waters of the U.S. (WOTUS) within areas proposed for disturbance (commonly referred to as a "wetland delineation"). SWCA will delineate wetland and non-wetland waters using a global positioning system (GPS) unit capable of submeter accuracy. This work will be completed in accordance with the U.S. Army Corps of Engineers' (USACE) methods for delineations in this part of Colorado. Potential wetlands will

¹ Colorado Parks and Wildlife. 2020. *Recommended Buffer Zones and Seasonal Restrictions for Colorado Raptors*. www.cpw.state.co.us/Documents/WildlifeSpecies/LivingWithWildlife/Raptor-Buffer-Guidelines.pdf. Accessed November 2023

be evaluated using the *1987 Corps of Engineers Wetland Delineation Manual*² (Manual) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region, Version 2.0*³ (Regional Supplement). Non-wetland waters will be evaluated using guidance provided in the USACE's Regulatory Guidance Letter 05-05,⁴ *A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States*⁵, and *National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams* (TR-22-26),⁶ as needed.

Prior to fieldwork, SWCA will conduct a desktop assessment of the Project area (e.g., obtaining National Wetlands Inventory mapped data, National Hydrography Dataset information, Natural Resources Conservation Service soil mapped data, and historic aerial imagery). Following the desktop assessment, SWCA will conduct the field delineation, including recording submeter-accurate boundaries for potential WOTUS in the Project area; obtaining data necessary to complete USACE wetland determination data forms; conducting field assessments of the potential status of mapped wetland and non-wetland waters as Waters of the U.S. (WOTUS); and collecting supporting information such as photographs and site observations that will be incorporated into subsequent reports.

Task 2 also includes compiling the information recorded during fieldwork into an ARI report which meets the USACE Pueblo Regulatory Office's requirements. The ARI report will include a description of the Project area, delineation methods, delineation results (including considerations relative to the jurisdictional status of each identified wetland and non-wetland feature), detailed site mapping, and supporting data (consisting of wetland determination data forms, site photographs, soil mapping, and National Wetlands Inventory mapping).

Deliverables

- Within two weeks of receiving NTP, SWCA will initiate the existing data review and complete fieldwork. Within 1 week of the completion of fieldwork, SWCA will provide shapefiles and a KMZ file of waters delineated as part of the ARI to Dibble for its use in minimization and avoidance of impacts.
- Within four weeks of completion of the ARI field delineation survey, SWCA will provide a draft ARI report in MS Word and PDF formats that presents the results of SWCA's delineation. The report will include an introduction, desktop and field methods, desktop and field results, and a conclusion as well as maps illustrating the desktop and field results. The report will provide SWCA's professional opinion of the likely jurisdiction as WOTUS as well as recommendations for Clean Water Act (CWA) Section 404 permitting. SWCA will address one round of consolidated comments from Dibble, then finalize and submit the report to Dibble in PDF format within 1 week of receipt of all comments.

² U.S. Army Corps of Engineers. 1987. *Corps of Engineers Wetland Delineation Manual*. Wetlands Research Program Technical Report Y-87-1. Vicksburg, Mississippi: U.S. Army Engineers Waterways Experiment Station, Environmental Laboratory.

³ USACE. 2010. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0)*, edited by J.S. Wakeley, R.W. Lichvar, and C.V. Noble. ERDC/EL TR-10-1. Vicksburg, Mississippi: U.S. Army Engineer Research and Development Center.

⁴ USACE. 2005. *Regulatory Guidance Letter No. 05-05, Subject: Ordinary High Water Mark Identification*. Signed by Major General Don T. Riley, Director of Civil Works.

⁵ USACE. 2008. *A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States: A Delineation Manual*, edited by R.W. Lichvar and S.M. McColley. ERDC/CRREL TR-08-12. Hanover, New Hampshire: Cold Regions Research and Engineering Laboratory, U.S. Army Engineer Research and Development Center.

⁶ USACE. 2022. *National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams*, edited by G.C.L. David, K.M. Fritz, T.L. Nadeau, B.J. Topping, A.O. Allen, P.H. Trier, S.L. Kichefski, L.A. James, E. Wohl, and D. Hamill. ERDC/CRREL TR-22-26. Vicksburg, Mississippi: U.S. Army Engineer Research and Development Center.

TASK 3 (OPTIONAL). PRECONSTRUCTION NOTIFICATION

Task 3 is optional and will be contingent on the results of Task 2. SWCA will complete a Preconstruction Notification (PCN) submittal for the Project. Data collected during Task 2 will be used to develop figures that depict the Project's proposed impacts to the mapped potential WOTUS. This option includes time to respond to Dibble's review of a draft PCN and respond to one round of comments from USACE.

Deliverables

- Within two weeks of completion of the ARI report and after receiving NTP for this task, SWCA will provide a draft PCN in MS Word and PDF formats that presents an analysis of impacts to potential WOTUS presented in the ARI report. The PCN will include a detailed Project description, Project purpose and need, an analysis of direct and indirect adverse environmental effects, aquatic resource identification, impact calculations, and a demonstration of compliance with the applicable CWA 404 Nationwide Permit General and Regional Conditions. SWCA will address one round of consolidated comments from Dibble, then finalize and submit the report to USACE in PDF format within one week of receipt of all comments.

TASK 4 (OPTIONAL). FFRMS FLOODPLAIN DETERMINATION AND IMPACT ASSESSMENT

Task 4 is optional and will be contingent on the results of Task 2 and information provided by Dibble. Based on preliminary review of Federal Emergency Management Agency (FEMA) floodplain maps, and United States Geological Survey (USGS) topographic maps the presence of floodplains within the Project area is unlikely; however, this will be confirmed using information from Task 2, as well as information provided by Dibble. SWCA will evaluate the potential Federal Flood Risk Management Standard (FFRMS) floodplain encroachment in accordance with FAA Order 1050.1F Desk Reference (v2) in conjunction with FAA Order 1050.1F Environmental Impacts: Policies and Procedures. Executive Order 11988 requires federal agencies to avoid, to the extent possible, the long and short-term adverse impacts associated with the occupancy and modification of the FFRMS floodplain and to avoid direct or indirect support of floodplain development wherever there is a practicable alternative.

Deliverables

- Using information provided by Dibble and the outcomes of Task 2, SWCA will summarize the findings in a technical memo. A draft technical memo will be submitted to Dibble and the FAA for review and comment. SWCA will address one round of consolidated comments from Dibble and the FAA, then finalize and submit the final technical memo to Dibble in PDF format within 2 weeks of receipt of all comments.

COST ESTIMATE AND ASSUMPTIONS

SWCA proposes to complete the tasks described above on a time and materials basis for a cost of \$5,445 for Phase 1 or \$15,395 for Phase 2.

Table 1. Cost Estimate

PHASE AND TASK	TOTAL
Phase 1. Cultural Resources	
Task 1. Cultural Resource Survey and Report	\$5,445
Phase 2. Natural Resources	
Task 1. Biological Resource Survey and Report	\$5,163
Task 2. Aquatic Resource Inventory and Report	\$5,000
Task 3 (Optional). Preconstruction Notification	\$3,881
Task 4 (Optional). FFRMS Floodplain Determination and Impact Assessment	\$1,351
TOTAL	\$20,840

ASSUMPTIONS

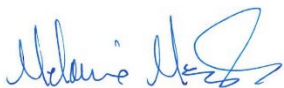
SWCA has extensive experience providing a full suite of environmental and permitting services for airport projects in Colorado, including a breadth of services outside this scope of work. Should project requirements require deviation from these assumptions that may require additional costs, SWCA will notify Dibble and discuss the need for a change order.

- SWCA will request a file search through the OAHP within 1 week of receiving NTP, the results of which will be received by SWCA within 20 to 25 business days of the request. If receipt of the file search results is delayed, the cultural resource fieldwork may be delayed. SWCA can request an expedited file search from OAHP for an additional cost as approved by the client.
- The Pueblo Airport will not require recordation.
- SWCA assumes no shovel testing will be necessary to evaluate cultural resource eligibility or project effect.
- SWCA assumes no collection of archaeological materials as part of the survey.
- The FAA will facilitate consultation with the Colorado OAHP, if required.
- Tribal consultation is the responsibility of the lead federal agency and is not included in this cost estimate.
- Depending on the timing of field surveys, many migratory birds and nesting raptors may likely not be present for observation during the surveys and additional pre-construction surveys may be recommended if construction is to occur during the nesting season (typically March through August).
- SWCA's recommendation of likely jurisdictional status will be provided for the WOTUS rule in place at the time of delineation fieldwork.
- Dibble is responsible for unrestricted site access for fieldwork. Access to the airport, if restricted, will be arranged by Dibble or their representative.
- SWCA can perform delineations during fall, winter, or spring months; however, the USACE may request additional data collection during the summer if a delineation is used for regulatory processes such as an AJD or Clean Water Act (CWA) Section 404 permitting.
- The USACE will not require delineation of separate wetland vegetation habitat types or open water and wetland classifications in support of CWA Section 404 permitting or mitigation requirements.

- We assume that agency consultation will be minimal and not require on-site meeting attendance with any of the regulatory agencies identified in this SOW.
- Weather will not delay fieldwork. Cultural, Biological, and Aquatic Resources fieldwork must be completed during the when the project site is free of snow. Cultural resources fieldwork must be completed when the project site is free of snow.
- SWCA anticipates that the cultural resource survey and report prepared for the FAA will also meet General Requirement 20 (compliance with Section 106 of the NHPA) under the applicable CWA 404 Nationwide Permit General and Regional Conditions and that a separate survey and/or report will not be required to support the PCN.
- Species-specific protocol surveys or formal consultation with the U.S. Fish and Wildlife Service is not anticipated to be necessary and therefore not included in this SOW.
- At this time, SWCA does not expect that compensatory wetland mitigation will be required for the Project and assumes that it will not be needed for the Project.
- SWCA does not expect that a biological assessment will be required by USACE during their review of the PCN. In the unexpected event that this assessment is needed, SWCA would provide Dibble with a proposed change order prior to commencing our of scope services.
- Because the exact timing of construction is not yet known, avian nesting surveys may be recommended but are not included at this time.
- Dibble will be responsible for preparation of the NEPA document. SWCA can provide Dibble with a separate scope of work and cost estimate to complete the NEPA document if requested.
- Any task not expressly described herein is not included in the proposed cost.
- Dibble will identify the FFRMS floodplains in the vicinity of the proposed project and provide their analysis to SWCA for our use in preparing the Technical Memo.
- Task 4 costs do not include submission of the report to any agency other than the FAA.

We look forward to supporting Dibble by providing high-quality environmental survey support to the Project. If you need any additional information or would like to discuss the details of our proposal, please call me at (720) 249-3441 or email me at mmedeiros@swca.com.

Sincerely,



Melanie Medeiros

Senior Cultural Resources Team Lead – Client Services Lead



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DIVISION OF CRIMINAL JUSTICE 2023 SMART GRANT (STATE'S MISSION FOR ASSISTANCE IN RECRUITING AND TRAINING GRANT PROGRAM) IS A FUNDING OPPORTUNITY OFFERED THROUGH THE OFFICE OF ADULT AND JUVENILE ASSISTANCE (OAJJA) FOR FISCAL YEARS 2024 AND 2025, AWARD NO. 2023-LE-24-12, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2316, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$791,811.00, AUTHORIZING MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS AND RATIFYING HER SIGNATURE THERETO

SUMMARY:

Attached is Award No. 2023-LE-24-12. The State's Mission for Assistance in Recruiting and Training (SMART) Grant Program is a funding opportunity offered through the Office of Adult and Juvenile Assistance (OAJJA) for fiscal years 2024 and 2025.

PREVIOUS COUNCIL ACTION:

Previous grants have come before the council and have been approved allowing for the use of such funds for purposes that are in line with the city's mission and function.

BACKGROUND:

The Colorado SMART Grant Program provides funds to units of local government for the purpose of improving law enforcement recruitment and training. The program is designed to help local communities address problems specific to their area.

The funds will be utilized in the following manner according to the requirements of the grant.

\$426,240 - 4 Intern Positions at \$106,560 per position

\$231, 000: POST training

POST certification at Pueblo Community College for 21 students for two years at \$11,000 each (tuition and fees)

\$21,600 - For entirety of Supplies and Operating Expenses

Postage: \$1800

Recruitment flyers, Invitations and Personalized materials

Display items: \$3,200

Professional backdrop and table cover

Marketing items: \$2,400

Social media boosts, targeted advertising for two years

Flash drives: \$2,200

400 USB drives at \$8 each for two years

Copying/printing: \$12,000

Full color collateral, letters, posters, etc. for two years

\$68,916.00 - For entirety of Travel

Ground: \$3,000

Car rental, Lyft/Uber, parking, tips, etc. for two years

Meals (OOS): \$9,600

Meals during out of state travel for two persons. 80 away days at \$120/day. over two years

Meals (IS): \$3,600

Meals during in-state travel for two people. 60 travel days at \$30 per day each over two years

Lodging (OOS): \$14,000

One room per night for 80 away nights at \$175 each over two years

Lodging (IS): \$6,000

Two rooms per night for 20 nights at \$150 each over two years

Airfare: \$28,000

One RT ticket at \$700 for 40 trips over two years

Mileage (IS): \$4,716

7,200 miles at IRS rate \$0.655/miles

\$17,350.00 - For Video Production

A local production company will be used to film a new video that highlights the benefits of Pueblo's police force, the community and its housing and schools, its nearby recreation options, and departmental opportunities for growth. Price includes taping, editing, and final product hosted on vendors YouTube Channel and other media that the City can use independently.

\$26,705 - Administrative/Indirect at 5%

De-minimus indirect rate, in the absence of a negotiated indirect cost rate, of 5% to offset accounting, legal, development, etc. - Scholarships cannot be included in in cost formula for indirect.

Total Funded: \$791,811.00

FINANCIAL IMPLICATIONS:

This grant funding represents \$791,811.00 to the City of Pueblo with no required match. The City is responsible for administering the drawdown of the grant. These funds will assist in filling public safety vacancies that exist within the Pueblo Police Department.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

The Pueblo Police Department will reach out to local stakeholders to fill four FTE intern slots. They will also reach out to local video production entities that can assist in producing recruitment videos.

ALTERNATIVES:

City Council can choose not to accept this grant.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2023-LE-24-12_-City_of_Pueblo_Grant Agreement
2. 2023-LE-24-12_Exhibit E_Pueblo

ORDINANCE NO. 10662

AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DIVISION OF CRIMINAL JUSTICE 2023 SMART GRANT (STATE'S MISSION FOR ASSISTANCE IN RECRUITING AND TRAINING GRANT PROGRAM) IS A FUNDING OPPORTUNITY OFFERED THROUGH THE OFFICE OF ADULT AND JUVENILE ASSISTANCE (OAJJA) FOR FISCAL YEARS 2024 AND 2025, AWARD NO. 2023-LE-24-12, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2316, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$791,811.00, AUTHORIZING MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS AND RATIFYING HER SIGNATURE THERETO

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

WHEREAS, the Colorado Division of Criminal Justice has tendered a SMART Grant for Workforce, Recruitment, and Training, Award No. 2023-LE-24-12 (the "Award") in the amount of \$791,811.00 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 Awarding of Grant No. 2023-LE-24-12 to the City of Pueblo, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PS2316 is hereby established, and the amount of \$791,811.00 is budgeted and appropriated therefore.

SECTION 4.

The Grant Award Funds shall be deposited in an interest-bearing trust fund account that is specifically designated for the SMART grant. The funds in the account, including interest

thereon, shall only be expended and used for the Program, and shall be so obligated and expended by December 31, 2025, provided, however, that none of the funds shall be spent or obligated until all applicable conditions precedent for expenditure of Grant Funds have been satisfied, as set forth in the Grant's Special Conditions.

SECTION 5.

The State's Mission for Assistance in Recruiting and Training (SMART) Grant Program is a funding opportunity offered through the Office of Adult and Juvenile Assistance (OAJJA) for fiscal years 2024 and 2025.

SECTION 6.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached award to effectuate the policies and procedures described herein.

SECTION 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 12, 2024.

Final adoption of Ordinance by City Council on February 26, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on 02/29/2024.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

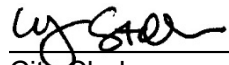
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk

Grantee: City of Pueblo
 Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

GRANT AWARD LETTER
(Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety, Division of Criminal Justice	DCJ Grant Number 2023-LE-24-12
Grantee City of Pueblo	Federal Unique Entity Identifier (UEI) NJK3BNUDRHJ7
Grant Issuance Date (Start Date) The later of January 1, 2024, or the date the State Controller or an authorized delegate signs this Grant Letter	Grant Expiration Date (End Date) December 31, 2025
Grant Amount Total for all State Fiscal Years: \$791,811	Grant Authority (State Authority) The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507. C.R.S. 24-33.5-528. Law Enforcement Workforce Recruitment, Retention, and Tuition Grant Program.
Grant Description Pueblo's crime rate – 49 per one thousand residents – is one of the highest in the nation. At the same time, its police department has 47 vacancies of its authorized strength of 231. 40+ positions have been vacant for 16+ months. The positions are budgeted, but expenses to fill them are inadequate. Attracting and retaining the best law enforcement candidates who represent a diversity of backgrounds, knowledge, and experiences is essential to having a strong workforce. However, for reasons that span social, economic and political factors, PPD's current strategy is inadequate. PPD seeks funding to employ innovative ways to fill vacant PPD positions. Emphasis will be placed on recruiting officers that bring PPD to parity with the city's demographics.	
Grant Purpose The Law Enforcement Workforce Recruitment, Retention, and Tuition Grant Program is designed to assist Law Enforcement Agencies in addressing workforce shortages, improve the training given to POST certified Peace Officers; and improve relationships between Law Enforcement and impacted communities. These funds were distributed via a competitive grant process.	
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. 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 C, Special Conditions. 2. The provisions of the other sections of the main body of this Agreement. 3. Exhibit B, Grant Requirements. 4. Exhibit D, Statement of Work. 5. Exhibit E, Budget.	

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO
Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

DocuSigned by:

Matthew M. Lunn, PhD

8C8341EFA6124C4

By: Division of Criminal Justice
Matthew M. Lunn, Ph.D., Director

12/22/2023 | 2:17:42 PM PST
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

DocuSigned by:

Lyndsay J. Clelland

263D680603F0405

By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice

Effective Date: 12/22/2023 | 5:20:41 PM MST

Grantee: City of Pueblo
 Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

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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 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

Grantee: City of Pueblo
 Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

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.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Budget”** means the budget for the Work described in **Exhibit E, Budget**.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“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.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.

Grantee: City of Pueblo
 Project: PPD recruitment and training

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- O. “**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.
- P. “**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.
- Q. “**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.
- R. “**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.
- S. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, 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.
- T. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- X. “**Subgrantee**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives

Grantee: City of Pueblo
 Project: PPD recruitment and training

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benefit from the work. There may be multiple tiers of subgrantees that do not include procurement transactions.

- Y. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Z. **“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, Budget**. 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 for each State Fiscal Year 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.

B. 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 allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

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.C**, 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 this

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Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this 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 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 Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee.

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 Subgrantees 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 or 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, data storage encryption, data transmission encryption, security inspections, and audits.

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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, 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 disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

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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 a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

- i. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes during the fiscal year. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- ii. Grantee may terminate the grant if the Grantee cannot adhere to the approved **Exhibit D, Statement of Work** and **Exhibit E, Budget** as updated from time to time.
- iii. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** or **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised,

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the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the grant agreement.

- iv. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
- v. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approved grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

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.

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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. 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 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- F. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: _____ Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date: _____
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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: _____ 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/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier. 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.

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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.

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 State 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 are incorporated herein.

Intent: The Law Enforcement Workforce Recruitment, Retention, and Tuition Grant Program, referred to in this section as the “program” to:

- a. assist law enforcement agencies in addressing workforce shortages;
- b. improve the training given to P.O.S.T certified peace officers; and
- c. improve relationships between law enforcement and impacted communities.

1) Grants may be awarded to:

- a) Recruit, pay the tuition for, and train individuals to work in P.O.S.T certified law enforcement careers.
- b) Provide, or assist in the provision of child care for peace officers.
- c) Provide, or assist in the provision of cardiovascular and other health screenings.
- d) Increase the number of persons receiving training as P.O.S.T. certified and non-certified law enforcement personnel and improve the training provided to such persons.
- e) Improve the training provided by entities approved for providing training by the peace officer standards and training board, referred to in this section as “approved P.O.S.T. Board trainers”; by enhancing their curriculum to expand mental health, implicit bias, cultural competency, critical incident, de-escalation, and trauma recovery training and increasing the availability of workforce mobility.
- f) Provide continuing education opportunities for P.O.S.T. certified and Non-certified law peace officers.
- g) Increase activities intended to foster a more positive relationship Between law enforcement and impacted communities.
- h) Provide opportunities for P.O.S.T certified and non-certified law enforcement professionals to receive training in equity, diversity and inclusion.
- i) Create partnerships with schools, school districts, colleges, or universities to develop and implement internships or for students interested in a career in law enforcement.
- j) Create partnerships with schools, school districts, or youth-service organizations to develop and implement youth programs to foster a positive relationship between youth and law enforcement, and to foster early interest in law enforcement careers.
- k) Develop and implement education campaigns for law enforcement workforce recruitment, retention and tuition assistance; and
- l) Any other strategies demonstrated to recruit and train a high-quality and diverse law enforcement workforce if deemed appropriate by the Division.

2) A law enforcement agency shall use the grant money to supplement the costs of recruitment and training. A local government or law enforcement agency may not use the grant money to supplant these costs.

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- a) A law enforcement agency may not use the grant award to cover the costs of eligible law enforcement officer salaries and benefits if the eligible law enforcement officers would have been hired by the law enforcement agency even if the Division had not awarded the law enforcement agency the grant.
- 3) Law enforcement agencies that are awarded grants under the grant program may be subject to an audit by the state auditor to ensure that the grant money is used for the purposes articulated in this section.
- 4) Agencies who are awarded a grant under the Law Enforcement Workforce Recruitment, Retention, and Tuition Grant Program are required to submit quarterly reports outlining expenditures of grant funds and to report on the status of Goals and Outcomes set forth by the grantee in the grant application. Funds shall be withheld if quarterly reports are not submitted in a timely and complete manner.

Additional Program Specific Conditions applicable to this Agreement.

1. Grantee and all Subgrantees or Subgrants shall comply with Colorado law including, SB20-200 (CO Secure Savings Program). <https://treasury.colorado.gov/colorado-secure-savings-program>

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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.

EXHIBIT D, STATEMENT OF WORK

Project Summary

Pueblo's crime rate – 49 per one thousand residents – is one of the highest in the nation. At the same time, its police department has 47 vacancies of its authorized strength of 231. 40+ positions have been vacant for 16+ months. The positions are budgeted, but expenses to fill them are inadequate.

Attracting and retaining the best law enforcement candidates who represent a diversity of backgrounds, knowledge, and experiences is essential to having a strong workforce. However, for reasons that span social, economic and political factors, PPD's current strategy is inadequate. PPD seeks funding to employ innovative ways to fill vacant PPD positions. Emphasis will be placed on recruiting officers that bring PPD to parity with the city's demographics.

Project Description

The US Census 2020 reported the local Hispanic/Latinx residency in Pueblo 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 people living in poverty - an alarming 24.4%. Of the 54 census tracts in Pueblo County, 28 are Areas of Persistent Poverty. The City has eight designated Opportunity Zones and meets the definition of a Historically Disadvantaged Community.

Pueblo's crime rate – 49 per 1,000 residents – is one of the highest in the nation. Violent crime (6.49 per 1,000) is 70% higher than the Colorado rate and 62% higher than the national median. Pueblo is the only Colorado metropolitan area - and one of only 10 in the Western US – to rank among the 50 most dangerous cities in the US. Aggravated assaults have steadily increased over the past few years from 564 in 2019 to 761 in 2021. Pueblo's Part I crime rate increased by 22% last year and homicide increased 107%.

As PPD faces increasing challenges such as staffing shortages, aging technologies, and growth in crime the department is ready to revise traditional practices for today's needs.

PPD has identified the need for a more multicultural force; a need for more recruiting materials more relevant for today, especially collateral that uses digital media; a need for real-world, compelling stories that will find people who have the skills and abilities necessary to be effective in this (poor) community.

- A local production company will be used to film a new video that highlights the benefits of Pueblo's police force, the community and its housing and schools, its nearby recreation options, and departmental opportunities for growth. The video will be placed on USB flash drives that a recruiters can give away at recruiting events. It will also be hosted on the city's YouTube Channel.
- PPD will expand the net of where it recruits from. Many people are highly interested in living in Colorado, but PPD's common recruiting locales are in or nearby Colorado. Funding will increase travel (air, ground, lodging and meals) for a recruiter to travel to places further than our own backyard.

Grantee: City of Pueblo

Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

- New internships will provide prospects with opportunities to preview the job through ridealongs, mentoring, and job shadowing. A realistic understanding of the day-to-day work of policing has been shown to reduce attrition from the job. Mentoring will be a component for candidates of color, whose families are more likely to disapprove of law enforcement as a career choice than white recruits, recasting the recruiter in a “football coach” model: meeting with the family, exercising with the candidate, building rapport, and opening lines of communication.

Goals & Outcomes

GOAL 1

Goal 1: PPD will be at full force

Outcome 1.1

Outcome: Vacant and new positions will be filled; decreased vacancy rate

Measurement: Staff census/FTEs

Timeframe: 1/1/24 to 12/31/2025
long term, past grant performance period

Outcome 1.2

Outcome: Officers will be retained

Measurement: decreased vacancy rate, increased veteran officers; decreased vacancy rate, increased veteran officers

Timeframe: 1/1/24 to 12/31/2025
long term, past grant performance period

GOAL 2

Goal 2: Improved community relations & collaboration

Outcome 2.1

Outcome: diversity is increased

Measurement: HR data

Timeframe: 1/1/24 to 12/31/2025
18 months after project start, on-going

Outcome 2.2

Outcome: Collaborations with the community are improved resulting in increased information from the community (e.g., tip lines, field interviews, etc.)

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

Measurement: number of tips reported, interviews made, etc.

Timeframe: 1/1/24 to 12/31/2025
Six months after deployment and continually thereafter

GOAL 3

Goal 3: All PPD staff will be trained for their position

Outcome 3.1

Outcome: new recruits are POST certified through Pueblo Community College

Measurement: student count, completion of certification

Timeframe: end of each training cycle

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

Exhibit E – Budget

	Grant Funds	Cash Match	Match Total	Project Total
Personnel	\$426,240	\$0	\$0	\$426,240
Supplies & Operating	\$252,600	\$0	\$0	\$252,600
Travel	\$68,916	\$0	\$0	\$68,916
Equipment	\$0	\$0	\$0	\$0
Consultants / Contracts	\$17,350	\$0	\$0	\$17,350
Indirect	\$26,705	\$0	\$0	\$26,705
Total	\$791,811	\$0	\$0	\$791,811

Personnel: Budget & Budget Narrative Details

Position Title	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT - Annual Base Salary	OT - Annual Base Salary To Be Paid By Grant Funds	OT - Annual Fringe	OT - Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
Intern (1.0 FTE)	\$94,838	\$94,838	100%	\$11,722	\$11,722	100%	\$106,560	\$106,560	\$0	\$0	\$0	\$0	\$106,560
Budget Narrative and Justification:	New internships will provide prospects with opportunities to preview the job through ride-alongs, mentoring, and job shadowing. A realistic understanding of the day-to-day work of policing has been shown to reduce attrition from the job. Wages are 47,419 per year, fringe is computed at 11% of gross wages. - 5,861 (rounded) per year. This is 53,280 per year. Multiply this times x years = 106,560. Paid internships are expected to be a conduit to permanent employment after graduation.												
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Personnel Total:	\$379,352	\$379,352	100%	\$46,888	\$46,888	100%	\$426,240	\$426,240	\$0	\$0	\$0	\$0	\$426,240

Non-Personnel: Budget & Budget Narrative Details

Budget Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
Postage	\$1,800	Recruitment flyers, invitations, personalized materials for two years

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

Display items	\$3,200	Professional backdrop and table cover
Marketing items	\$2,400	Social media boosts, targeted advertising for two years
Flash drives	\$2,200	400 USBs at \$8 each for two years
Copying/printing	\$12,000	Full color collateral, letters, posters, etc. for two years
POST training	\$231,000	POST certification at Pueblo Community College for 21 students for two years at \$11,000 each (tuition and fees)
Supplies & Operating Total	\$252,600	
TRAVEL		
Ground	\$3,000	Car rental, Lyft/Uber, parking, tips, etc. for two years
Meals (OOS)	\$9,600	Meals during out of state travel for two persons. 80 away days at \$120/day. over two years
Meals (IS)	\$3,600	Meals during in state travel for two people. 60 travel days at \$30 per day each over two years
Lodging (OOS)	\$14,000	One room per night for 80 away nights at \$175 each over two years
Lodging (IS)	\$6,000	Two rooms per night for 20 nights at \$150 each over two years
Airfare	\$28,000	One RT ticket at \$700 for 40 trips over two years
Mileage (IS)	\$4,716	7,200 miles at IRS rate \$0.655/miles
Travel Total	\$68,916	
EQUIPMENT		
NA	\$0	
Equipment Total	\$0	
CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)		
Video production	\$17,350	A local production company will be used to film a new video that highlights the benefits of Pueblo's police force, the community and its housing and schools, its nearby recreation options, and departmental opportunities for growth. Price includes taping, editing, and final product hosted on vendors YouTube Channel and other media that the City can use independently.
Consultants/Contracts Total	\$17,350	
INDIRECT		
administrative	\$26,705	De-minimus indirect rate, in the absence of a negotiated indirect cost rate, of 5% to offset accounting, legal, development, etc. - Scholarships cannot be included in cost formula for indirect.
Indirect Total	\$26,705	
Total Non-Personnel	\$365,571	

Certificate Of Completion

Envelope Id: 81B2608522E64805A7B2F96D1AEE004D

Status: Completed

Subject: 2023-LE-24-12 - City of Pueblo - 2024 LE Workforce Grant

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Signatures: 2

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Lakewood, CO 80215

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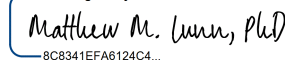
Signer Events

Matthew M. Lunn, PhD

matthew.lunn@state.co.us

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(None)**Signature**

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Electronic Record and Signature Disclosure:

Accepted: 12/22/2023 3:17:29 PM

ID: dc640cf0-29d3-4a72-8642-cfbd93fbde7b

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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Kinsey Garrett

kinsey.garrett@state.co.us

Security Level: Email, Account Authentication
(None)**COPIED**

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Carbon Copy Events	Status	Timestamp
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Joe Garcia jgarcia@pueblo.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/22/2023 5:20:42 PM
Michael Burtis Michael.Burtis@state.co.us Analyst IV DCJ CDPS Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/22/2023 5:20:43 PM
Lyndsay Clelland lyndsay.clelland@state.co.us Contract, Grant and Compliance Coordinator Division of Criminal Justice Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/22/2023 5:20:43 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/22/2023 10:54:42 AM
Certified Delivered	Security Checked	12/22/2023 5:20:33 PM
Signing Complete	Security Checked	12/22/2023 5:20:41 PM
Completed	Security Checked	12/22/2023 5:20:43 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

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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.

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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.

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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.

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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.

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- 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..

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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>.

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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.

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- You can access and read this Electronic Record and Signature Disclosure; and
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- 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.

Grantee: City of Pueblo
Project: PPD recruitment and training

DCJ Grant #: 2023-LE-24-12

Exhibit E – Budget

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Position Title	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT - Annual Base Salary	OT - Annual Base Salary To Be Paid By Grant Funds	OT - Annual Fringe	OT - Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
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Budget Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
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Grantee: City of Pueblo
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Ground	\$3,000	Car rental, Lyft/Uber, parking, tips, etc. for two years
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EQUIPMENT		
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Equipment Total	\$0	
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Video production	\$17,350	A local production company will be used to film a new video that highlights the benefits of Pueblo's police force, the community and its housing and schools, its nearby recreation options, and departmental opportunities for growth. Price includes taping, editing, and final product hosted on vendors YouTube Channel and other media that the City can use independently.
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Indirect Total	\$26,705	
Total Non-Personnel	\$365,571	



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW DIVISION OF COMMUNITY ENGAGEMENT GRANT TO SUPPORT THE FINANCIAL EMPOWERMENT CENTER FOR RESIDENTS OF THE CITY OF PUEBLO, ESTABLISHING PROJECT NUMBER CI2424, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$502,500.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance provides for the acceptance of a \$502,500.00 grant from the Colorado Department of Law, Division of Community Engagement, for support of the Financial Empowerment Center in the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado Department of Law Division of Community Engagement offers local governments and community organizations grant funding and extensive technical assistance to support financial empowerment efforts with a focus on professional coaching and counseling work. The Pueblo Financial Empowerment Center launched in October 2023, and partnered with United Way of Pueblo County as the service provider to offer no-cost, one-on-one, municipally led, and community organization-driven financial coaching to Pueblo residents.

FINANCIAL IMPLICATIONS:

This grant funding represents \$502,500.00 to the City of Pueblo with no required match.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The Council may disapprove the agreement and thereby decline the award and support of the Financial Empowerment Center within the City of Pueblo.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 02.12.24 State of Colorado Intergovernmental Agreement - Signed

ORDINANCE NO. 10663

AN ORDINANCE APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW DIVISION OF COMMUNITY ENGAGEMENT GRANT TO SUPPORT THE FINANCIAL EMPOWERMENT CENTER FOR RESIDENTS OF THE CITY OF PUEBLO, ESTABLISHING PROJECT NUMBER CI2424, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$502,500.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, to accept grants for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the Colorado Department of Law, Division of Community Engagement, has tendered an award to the City of Pueblo for the support of the Financial Empowerment Center within the City of Pueblo, in the amount of \$502,500.00; 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 Council approves the acceptance of the award of the \$502,500 grant from the Colorado Department of Law, Division of Community Engagement to the City of Pueblo, and the corresponding Intergovernmental Agreement between the State and City of Pueblo, a copy of which is attached hereto, and has been approved as to form by the City Attorney.

SECTION 2.

The Mayor of the City of Pueblo is authorized to execute the Intergovernmental Agreement between the State and City of Pueblo by 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 CI2424 is hereby established, and the amount of \$502,500 is budgeted and appropriated thereto.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached award to implement the policies and procedures described herein.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 12, 2024.

Final adoption of Ordinance by City Council on February 26, 2024.

APPROVED: 
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on 02/29/2024.

☐ 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 INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency Colorado Department of Law	Contract Number CTGG12024-3075
Contractor City of Pueblo	Contract Performance Beginning Date The later of the Effective Date or January 1, 2024
Contract Maximum Amount Initial Term Fiscal Year 2024 (01/01/24) \$502,500.00 through Fiscal Year 2025 (12/31/25) Total for All State Fiscal Years \$502,500.00	Initial Contract Expiration Date December 31, 2025
	Contract Authority § 24-31-108(4)(a), C.R.S.
Contract Purpose The City of Pueblo will implement a Financial Empowerment Center as a free public service for Pueblo residents to address their financial challenges, needs, and plan for their futures.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget. 3. Exhibit C, Sample Option Letter. 4. Exhibit D, Sample Grant Funding Change Letter. 5. Attachment – Work Plan. In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 6. Colorado Special Provisions in §18 of the main body of this Contract. 7. The provisions of the other sections of the main body of this Contract. 8. Exhibit A, Statement of Work. 9. Attachment – Work Plan. 10.Exhibit B, Budget. 11. Exhibit C, Sample Option Letter. 12. Exhibit D, Sample Grant Funding Change Letter.	
Principal Representatives For the State: DCE Grant Administrator Colorado Department of Law 1300 Broadway Street Denver, CO 80203 OCE.GrantMgmt@coag.gov	For Contractor: Nick Gradisar, Mayor City of Pueblo 1 City Hall Place Pueblo, CO 81003-4201 ngradisar@pueblo.us

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

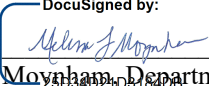
CONTRACTOR City of Pueblo DocuSigned by:  By: Nick Gradisar, City of Pueblo, Mayor Date: 12/27/2023	STATE OF COLORADO Jared S. Polis, Governor Department of Law Philip J. Weiser, Attorney General DocuSigned by:  By: Peggy Valdez, Department of Law, Chief Administrative Officer Date: 12/28/2023
In accordance with §24-30-202, C.R.S., this Contract 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:  By: Melissa Moynihan, Department of Law, State Controller Delegate Effective Date: 12/28/2023	

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less

at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **Budget** means the budget for the Work described in Exhibit B.
- C. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- D. **“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.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. **“End of Term Extension”** means the time period defined in §2.D.
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- J. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. **“Extension Term”** means the time period defined in §2.C.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et. seq.* C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv)

changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent."

- N. **"Initial Term"** means the time period defined in §2.B.
- O. **"Party"** means the State or Contractor, and **"Parties"** means both the State and Contractor.
- P. **"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.
- Q. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.
- R. **"Services"** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- S. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, 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.
- T. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **"Subcontractor"** means third-parties, if any, engaged by Contractor to aid in performance of the Work. "Subcontractor" also includes sub-grantees of contract funds.
- X. **"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.

- Y. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- Z. **“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 Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Contractor 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 Contractor 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 Contractor 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 this Contract.

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 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts,

and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. **Payment Disputes**

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor'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 Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. **Available Funds-Contingency-Termination**

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract 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 Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, 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 Contract were terminated in the public interest as described in §2.E.

6. REPORTING - NOTIFICATION

A. **Quarterly Reports.**

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. 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 fifteen (15) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. **Performance and Final Status**

Contractor shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the

final Extension Term exercised by the State, containing an evaluation and review of Contractor's performance and the final status of Contractor's obligations hereunder.

C. Litigation Reporting

If Contractor 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 Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor 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 on the Cover Page for this Contract.

D. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor 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 Contractor or any of its Subcontractors will or may receive the following types of data, Contractor 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 Contract 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 Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor 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 Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor 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. Contractor shall provide the State with access, subject to Contractor'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 Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor 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 Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor 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.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor 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 Contractor under this

Contract. Such a conflict of interest would arise when a Contractor 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 Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor 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 Contract.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor 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 Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor 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 Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor 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 Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor 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 Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- 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 one 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

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

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.

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 Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor 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 Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract 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 Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor 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, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor 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 Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor'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 Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor 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 Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor 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 Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor'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 Contract 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, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.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 the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 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.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor 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 Contractor is under contract with the State at the time, Contractor 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. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work 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, Contractor 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 Contractor cannot make any of the assignments required by this section, Contractor 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, Contractor 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 Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, 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"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor 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 Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor 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 Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§16** shall apply. Contractor agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract 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 Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract 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 Contract.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Contract, 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 Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract 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 Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract 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 Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract 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 Contract.

K. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

L. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

M. 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 Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§17.A**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract 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 Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, 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.

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, 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 Contract.

S. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Accessibility Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the

Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

T. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

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), C.R.S.; 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 State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this 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.

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.

EXHIBIT A, STATEMENT OF WORK

1. PROJECT OVERVIEW AND OBJECTIVES

SB21-148, which created an Office of Financial Empowerment (OFE) in the Colorado Department of Law provides that the Office shall: “grow the financial resilience and well-being of Coloradans through community derived goals and strategies, including but not limited to ... [e]xpanding access to free individual financial counseling and coaching.” C.R.S. § 24-31-1102(1)(c). Additionally, the statute calls on the Office to prioritize the development of “community-informed strategies that dismantle systemic barriers to building ownership and wealth for all, especially low-income communities and communities of color.” C.R.S. § 24-31-1102(2)(c).

Through a competitive Request for Application that culminated in funding for this statement of work, the Office seeks to expand access to individualized, free financial coaching and counseling services that are publicly available to Coloradans across the state, and responsive to the unique financial challenges faced by underserved communities.

This funding will support the implementation of a Financial Empowerment Center as a free public service for Pueblo residents to address their financial challenges, needs, and plan for their futures.

TERMINOLOGY

In addition to the terms defined in §5 of this Grant Agreement, acronyms and abbreviations are defined at their first occurrence in this Exhibit A, Statement of Work. The following list of terms shall be construed and interpreted as follows:

- A. Closeout - the process to determine if all applicable administrative actions and all required work of the grant have been completed.
- B. Deliverable - any tangible or intangible object produced by Grantee as a result of the work that is intended to be delivered to the State, regardless of whether the object is specifically described or called out as a “Deliverable” or not. For example, quarterly reports or any work product described in quarterly report.
- C. The Colorado Department of Law (“DOL”, “State”, “Department”) - a department of the government of the State of Colorado.
- D. Financial Coaching - Financial coaching services typically involve multiple one-on-one coaching sessions that empower consumers to set and achieve their own financial goals. Financial coaching processes are client/customer-driven, goal oriented, and personalized. They often involve action-planning and skill building activities. Coaches should have substantive knowledge in personal finance content but focus on helping develop clients’ capacity to practice sound financial management by providing support, motivation, encouragement, and accountability. In a financial coaching relationship, coaches may provide financial education and resources, but do not provide financial or legal advice, nor do they act as an agent on behalf of consumers in any scenario.
- E. Financial Counseling - Financial counseling services may involve one-time or multiple one-on-one sessions driven by a professionally trained counselor to help consumers address specific financial matters, such as managing credit or purchasing a home. Financial counseling is often short-term and focuses on immediate individual needs. Additionally,

financial counselors may make referrals and, in some scenarios, may take an advocacy or mediation role on behalf of a consumer.

- F. Final Report - report submitted at during the Closeout period that summarizes the activities carried out, key outcomes accomplished and expenses of the Grant.
- G. Grantee - An individual or organization that has been awarded a grant.
- H. Key Personnel - The position or positions that are specifically designated as such in this Grant Agreement.
- I. Other Personnel - Individuals and Sub-Grantees, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- J. DOL Program Manager – The State Grant Manager or project lead working with Grantee.
- K. Quarter(s) - Four distinct three-month time periods over the duration of fiscal year(s) in the grant agreement. The State of Colorado's quarters are as follows: January-March, April-June, July-September, and October-December.

2. GRANTEE'S GENERAL REQUIREMENTS

- A. Grantee shall work cooperatively with State staff and, if applicable, the staff of other State Grantees to ensure the completion of the Work. The State may, in its sole discretion, use other Grantees to perform activities related to the Work that are not contained in the Grant or to perform any of the State's responsibilities. In the event of a conflict between Grantee and any other State Grantee, the State will resolve the conflict and Grantee shall abide by the resolution provided by the State.

B. Deliverables

No Deliverable, report, data, procedure or system created by Grantee for the State that is necessary to fulfilling Grantee's responsibilities under the Grant, as determined by the State, shall be considered proprietary.

C. Communication Requirements

Communication with the State: All communication, forms, and supporting documentation shall be sent via email to the DOL Program Manager:

- Office of Financial Empowerment, Colorado Department of Law
OFE@coag.gov
(720) 508-6238
- Division of Community Engagement, Colorado Department of Law
OCE.GrantMgmt@coag.gov
720-508-6801

Any change to the Budget or Work Plan must be communicated and approved by the DOL Program Manager prior to reimbursement for any expenses related to a proposed change.

Communication with the Public: Grantee shall not engage in any non-routine communication with the media or the public related to the Work without the prior written consent of the State.

D. Modifications

Any modification to the Budget or Work Plan must be communicated and approved by the DOL Program Manager prior to reimbursement for any expenses related to a proposed change. Any change must be in accordance with guidelines established by DOL.

E. Personnel Requirements

Grantee shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Grant.

Any change to Key Personnel or Other Personnel must be communicated to DOL within 10 days via email.

If any of Grantee's Key Personnel or Other Personnel are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then Grantee shall submit copies of such current licenses and certifications to the State.

Grantee shall designate people to hold the following Key Personnel positions:

Project Director: The Project Director shall be responsible for all of the following:

- Serving as Grantee's primary point of contact for the State.
- Ensuring the completion of all Work in accordance with the Grant's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all work.
- Communicating with DOL Program Manager regarding any potential modification requests following DOL guidelines.

Fiscal Contact: The Fiscal Contact shall be responsible for all of the following:

- Ensuring accurate financial reports and reimbursement requests are submitted and maintaining complete documentation for all project-related expenses.
- Maintaining complete documentation for all project-related expenses.

Principal Representative:

- Entering into this Agreement on behalf of the organization and ensuring compliance with all of the provisions within the Agreement.

Other Personnel Responsibilities: Grantee shall follow the Personnel section of the Budget. Other Personnel shall carry out project related activities as described in the project description, budget narrative and work plan. Reimbursement for Personnel time should be in alignment with the percentage of time spent on the project as indicated in the budget and supported by timesheets

3. PROJECT SPECIFIC STATEMENT OF WORK

Grantee shall timely perform and deliver all project milestones, deliverables, and necessary components as outlined in Attachment - Work Plan.

Grantee shall utilize the awarded funds to support the specific circumstances identified in Attachment - Work Plan, no later than two years after the Effective Date and shall provide proof of expenditure at the request of the DOL.

The DOL Program Manager, or representative, will inspect the final project for completeness.

4. GRANTEE COMMUNITY OF PRACTICE AND TRAINING PARTICIPATION

Throughout the course of the Grant Term, the OFE will facilitate a community of practice for recipients of this funding opportunity to involve training, professional development, and networking opportunities designed to support grantees in executing projects with excellence. Training and professional development events will be facilitated by OFE staff and contracted vendors covering topics related to substantive content and skill-building in financial coaching and counseling disciplines.

Grantee is expected to designate relevant personnel to attend and fully engage in all events specified by the DOL Program Manager, at no additional cost to the State. Grantee will work with the DOL Program Manager to determine which personnel should participate in the events depending on Grantee's project needs.

Community of Practice and Training Events are expected to include:

- Virtual sessions to occur once per quarter.
- One multi-day training event to occur once each year of the grant program.

The structure of the community of practice will evolve based on the needs of the cohort of grantees. As such the exact details related to content, format, and schedule are subject to change.

5. REPORTING REQUIREMENTS

Grantee shall provide the DOL progress reports on a quarterly basis within 15 days of the end of the Quarter. These reports shall include a summary of progress on the goals, objectives and deliverables stated in the Work Plan. If DOL will provide a reporting template for Grantee to complete.

During the Close Out Period, Grantee shall deliver to DOL a Final Report, sent via email to the DOL Program Manager, no later than the Project Completion Date. The Final Report shall include:

- Summary of activities completed in furtherance of the Grant,
- Summary of key outcomes of the Grant (both anticipated and unanticipated outcomes)
- Summary of all expenses,
- Other outcomes indicated in the grant application or Work Plan.

If any due date for a report, invoice or Deliverable falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the State.

6. CLOSEOUT PERIODS

During the Closeout Period, Grantee shall complete all of the following:

Deliver a Final Report and send it via email to the DOL Program Manager no later than the Project Completion Date.

Notify any Sub-Grantees of the termination of the Grant, as directed by the State.

The Closeout Period may extend past the termination of the Grant. The State will perform a closeout review to ensure that Grantee has completed all requirements of the Closeout Period. If Grantee has not completed all of the requirements of the Closeout Period by the date of the termination of the Grant, then any incomplete requirements, i.e. delivery of the Final Report, shall survive termination of the Grant.

7. REIMBURSEMENT AND INVOICING

Detailed Invoicing and Payment Procedures

Grantee shall invoice the State on a quarterly basis, by the 15th Business Day of the month following the end of the quarter for which the invoice covers. Grantee shall not invoice the State for a month prior to the last day of the month in the quarter.

The invoice shall contain all of the following for the month for which the invoice covers:

1. Invoice Number.
2. Invoice Date.
3. A breakdown of expenses by budget category.
4. The total net amount owed to Grantee Agency for the period covered by the invoice.

If the DOL provides an invoice template, the grantee shall use the template when submitting quarterly invoices.

Grantee must maintain supporting documentation equal to 100% of the total net amount owed to Grantee for the quarters invoiced, including copies of any Subcontractor invoices. Grantee shall provide this supporting documentation to the DOL Program Manager if requested.

Closeout Payments

Notwithstanding anything to the contrary in this Grant, all payments for the final quarter of this Grant shall be paid to Grantee no sooner than 10 days after the State has determined that Grantee has completed all of the requirements of the Closeout Period.



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Exhibit B - Budget

Section I: Fill in the following information for your project.			
Project Name	Building Puebloan's Financial Stability as a Free Public Service	Funding Amount	\$502,500
Organization Name	City of Pueblo	Project Start Date	1/1/2024
Organization Type	Municipal Government	Project End Date	12/31/2025
Organization Contact Name & Title	Luann Martinez, Grant and Development Administrator	Organization Contact Phone & Email	719-568-7726 lmartinez@pueblo.us
Fiscal Contact Name & Title	Kayleigh McKenzie, Grant Compliance Manager	Fiscal Contact Phone and Email	719-553-2667 kmckenzie@pueblo.us

Section II: This section will auto-fill once you complete the Year 1 and Year 2 tabs. Review for accuracy.			
GRANT BUDGET SUMMARY			
	Year 1	Year 2	TOTAL
Personnel Services	\$55,680.00	\$57,350.00	\$113,030.00
Materials/Supplies and Operating	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Contract/Subgrant Expenses	\$130,713.00	\$247,454.00	\$378,167.00
Indirect Costs	\$5,568.00	\$5,735.00	\$11,303.00
TOTAL	\$191,961.00	\$310,539.00	\$502,500.00



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Year 1 Budget

Organization Name	City of Pueblo
Budget Period (ex. January 2023-June 30, 2023 = 6 months)	January 1, 2024 - December 31, 2024

Expenditure Categories						
Personnel Services - Salaried Employees						
List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.). Fringe must be allocated proportionally to the percent of time on project. Indicate other funding sources for existing positions. Note: if the budgeted fiscal year is not an entire 12 month period, the "Gross or Annual Salary" should be prorated accordingly. For example, if a position is expected to be filled for 8 months in the fiscal year, the "Gross or Annual Salary" should be multiplied by 8/12 for the prorated total. Therefore, a 12 month salary totaling \$60,000 would show as \$40,000 in the "Gross or Annual Salary" column. It is important to note the number of months in the fiscal year, in red below, to indicate you have done this prorated calculation.						
Position Title	Description of Work and Justification	Gross or Annual Salary (x [12 Months in FY])	Fringe	% of Time on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
Local Government Program Manager ("FEC Coordinator")	Ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.	\$58,000.00	\$16,240.00	75%	City of Pueblo	\$55,680.00
Personnel Services - Hourly Employees						
List all hourly personnel to perform work for the project. Include proposed hourly wage and fringe and number of hours expected to contribute to the project in a year. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.).						
Position Title	Description of Work and Justification	Hourly Wage	Hourly Fringe	Total # Hours on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
Total Personnel Services (including fringe benefits)						\$55,680.00

Materials/Supplies & Operating Expenses					
Include list of all project-related operating expenses. Technology and/or software necessary for the project should be included here. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as a direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
Total Supplies & Operating Expenses					\$0.00

Travel					
Include all staff program related travel, including costs for attendance of any mandatory meetings. Include appropriate per diem and mileage rates or include link to current approved rates.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
					\$0.00
					\$0.00

Total Travel		\$0.00
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Equipment					
Include list of all equipment planned to be purchased to complete the proposed work. Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted, as well as rationale for purchasing vs. renting, etc.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
					\$0.00
					\$0.00
Total Equipment					\$0.00

Contracts & Subgrants					
Include all subcontracts or subgrants planned to complete the proposed work. This includes, but not limited to, consulting and personnel services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subgrantee or subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.					
Subgrantee/Subcontractor or description of Subcontracted Service	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
United Way of Pueblo County	UWPC serves as the Financial Counseling Provider in the Financial Empowerment Center model. The City of Pueblo will act as the fiscal agent and pass funds to UWPC to underwrite all programming costs including staffing and the cost of operations, with the exception of the Local Government Manager salary and fringe that will be retained by the City of Pueblo. SEE Year 1: UWPC Budget for itemization of this line item	\$130,713.00	1		\$130,713.00
					\$0.00
Total Contracts & Subgrants					\$130,713.00
SUB-TOTAL BEFORE INDIRECT					\$186,393.00

Indirect		
Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Documentation of Federally Negotiated Rate will be required if funded. Use the Description and Justification if there is anything you need to explain about your indirect costs; it can be left blank if no additional information is necessary.		
Item	Description and Justification	Proposed Indirect Cost Rate
Proposed indirect cost percentage (may not exceed 10% of Total Direct Cost unless you have a Federally Negotiated Rate)	<i>de minimus</i> in lieu of negotiated indirect cost rate to offset cost of legal counsel, accounting/finance, supervision of staff, IT support, etc.	10%
Total Indirect		\$5,568.00
TOTAL		\$191,961.00



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Year 1: UWPC Budget

Organization Name	United Way of Pueblo County
Budget Period (ex. January 2023-June 30, 2023 = 6 months)	January 1, 2024 - December 31, 2024

Expenditure Categories						
Personnel Services - Salaried Employees						
List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.). Fringe must be allocated proportionally to the percent of time on project. Indicate other funding sources for existing positions. Note: if the budgeted fiscal year is not an entire 12 month period, the "Gross or Annual Salary" should be prorated accordingly. For example, if a position is expected to be filled for 8 months in the fiscal year, the "Gross or Annual Salary" should be multiplied by 8/12 for the prorated total. Therefore, a 12 month salary totaling \$60,000 would show as \$40,000 in the "Gross or Annual Salary" column. It is important to note the number of months in the fiscal year, in red below, to indicate you have done this prorated calculation.						
Position Title	Description of Work and Justification	Gross or Annual Salary (x [12 Months in FY])	Fringe	% of Time on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
FEC Program Manager	Recruits, hires and supervise the FEC coaches; responsible for all data collection and regular reporting to stakeholders; establish and maintain relationships with other community partners hosting coaches, referral partners, and other outreach and community efforts. Also provides direct delivery of financial counseling.	\$58,000.00	\$16,240.00	50%	CFE Fund, Other Grant Sources	\$37,120.00
Personnel Services - Hourly Employees						
List all hourly personnel to perform work for the project. Include proposed hourly wage and fringe and number of hours expected to contribute to the project in a year. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.).						
Position Title	Description of Work and Justification	Hourly Wage	Hourly Fringe	Total # Hours on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
FEC Coach	Provides direct service to coach client to manage their finances, pay down debt, increase savings, establish and build credit and access safe and affordable mainstream banking products.	\$24.00	\$6.72	1040	CFE Fund, Other Grant Sources	\$31,953.00
FEC Coach	Provides direct service to coach client to manage their finances, pay down debt, increase savings, establish and build credit and access safe and affordable mainstream banking products.	\$24.00	\$6.72	1040	CFE Fund, Other Grant Sources	\$31,953.00
Program Assistant	Provides assistance with daily operations, scheduling, referrals, data entry	\$18.50	\$3.33	520	CFE Fund, Other Grant Sources	\$11,354.00
						\$0.00
						\$0.00
Total Personnel Services (including fringe benefits)						\$112,380.00

Materials/Supplies & Operating Expenses					
Include list of all project-related operating expenses. Technology and/or software necessary for the project should be included here. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as a direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
Program Supplies					
incentives	milestone achievement incentive	\$100.00	5	CFE Fund	\$500.00
participant stipends	gift cards	\$25.00	8	CFE Fund	\$200.00
FEC Certification (training)	Financial counselor certification for coaching	\$1,500.00	3		\$4,500.00
Total Supplies & Operating Expenses					\$5,200.00

Travel					
Include all staff program related travel, including costs for attendance of any mandatory meetings. Include appropriate per diem and mileage rates or include link to current approved rates.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
Mileage, Per Diem, Lodging	Travel designated for OFE-sponsored training opportunities				\$1,250.00
					\$0.00
Total Travel					\$1,250.00

Equipment					
Include list of all equipment planned to be purchased to complete the proposed work. Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted, as well as rationale for purchasing vs. renting, etc.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
					\$0.00
					\$0.00
Total Equipment					\$0.00

Contracts & Subgrants					
Include all subcontracts or subgrants planned to complete the proposed work. This includes, but not limited to, consulting and personnel services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subgrantee or subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.					
Subgrantee/Subcontractor or description of Subcontracted Service	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
United Way of Pueblo County	UWPC serves as the Financial Counseling Provider in the Financial Empowerment Center model. The City of Pueblo will act as the fiscal agent and pass funds to UWPC to underwrite all programming costs including staffing and the cost of operations, with the exception of the Local Government Manager salary and fringe that will be retained by the City of Pueblo.				\$0.00
					\$0.00
Total Contracts & Subgrants					\$0.00
SUB-TOTAL BEFORE INDIRECT					\$118,830.00

Indirect		
Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Documentation of Federally Negotiated Rate will be required if funded. Use the Description and Justification if there is anything you need to explain about your indirect costs; it can be left blank if no additional information is necessary.		
Item	Description and Justification	Proposed Indirect Cost Rate
Proposed indirect cost percentage (may not exceed 10% of Total Direct Cost unless you have a Federally Negotiated Rate)	<i>de minimus</i> in lieu of negotiated indirect cost rate to offset cost of legal counsel, accounting/finance, supervision of staff, IT support, etc.	10%
Total Indirect		\$11,883.00
TOTAL		\$130,713.00



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Year 2 Budget

Organization Name	City of Pueblo
Proposed Budget Period (ex. January 2023- June 30, 2023 = 6 months)	January 1, 2025 - December 31, 2025

Expenditure Categories						
Personnel Services - Salaried Employees						
List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.). Fringe must be allocated proportionally to the percent of time on project. Indicate other funding sources for existing positions. Note: if the budgeted fiscal year is not an entire 12 month period, the "Gross or Annual Salary" should be prorated accordingly. For example, if a position is expected to be filled for 8 months in the fiscal year, the "Gross or Annual Salary" should be multiplied by 8/12 for the prorated total. Therefore, a 12 month salary totaling \$60,000 would show as \$40,000 in the "Gross or Annual Salary" column. It is important to note the number of months in the fiscal year, in red below, to indicate you have done this prorated calculation.						
Position Title	Description of Work and Justification	Gross or Annual Salary (x [12 Months in FY])	Fringe	% of Time on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
Local Government Program Manager ("FEC Coordinator")	Ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points. Year 2 staffing includes a 5% COLI.	\$59,740.00	\$16,727.00	75%	City of Pueblo General Budget	\$57,350.00
Personnel Services - Hourly Employees						
List all hourly personnel to perform work for the project. Include proposed hourly wage and fringe and number of hours expected to contribute to the project in a year. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.).						
Position Title	Description of Work and Justification	Hourly Wage	Hourly Fringe	Total # Hours on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
Total Personnel Services (including fringe benefits)						\$57,350.00

Materials/Supplies & Operating Expenses					
Include list of all project-related operating expenses. Technology and/or software necessary for the project should be included here. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as a direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
Total Supplies & Operating Expenses					\$0.00

Travel					
Include all staff program related travel, including costs for attendance of any mandatory meetings. Include appropriate per diem and mileage rates or include link to current approved rates.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources (if applicable)	Total Amount Requested from DOL
					\$0.00
					\$0.00
					\$0.00

Total Travel		\$0.00
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Equipment					
Include list of all equipment planned to be purchased to complete the proposed work. Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted, as well as rationale for purchasing vs. renting, etc.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
					\$0.00
					\$0.00
Total Equipment					\$0.00

Contracts & Subgrants					
Include all subcontracts or subgrants planned to complete the proposed work. This includes, but not limited to, consulting and personnel services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subgrantee or subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.					
Subgrantee/Subcontractor or description of Subcontracted Service	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
United Way of Pueblo County	UWPC serves as the Financial Counseling Provider in the Financial Empowerment Center model. The City of Pueblo will act as the fiscal agent and pass funds to UWPC to underwrite all programming costs including staffing and the cost of operations, with the exception of the Local Government Manager salary and fringe that will be retained by the City of Pueblo. SEE Year 2: UWPC Budget for itemization of this line item	\$247,454.00	1		\$247,454.00
					\$0.00
Total Contracts & Subgrants					\$247,454.00
SUB-TOTAL BEFORE INDIRECT					\$304,804.00

Indirect		
Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Documentation of Federally Negotiated Rate will be required if funded. Use the Description and Justification if there is anything you need to explain about your indirect costs; it can be left blank if no additional information is necessary.		
Item	Description and Justification	Proposed Indirect Cost Rate
Proposed indirect cost percentage (may not exceed 10% of Total Direct Cost unless you have a Federally Negotiated Rate)	<i>de minimus</i> in lieu of negotiated indirect cost rate to offset cost of legal counsel, accounting/finance, supervision of staff, IT support, and other staff that indirectly contribute to the grant work.	10%
Total Indirect		\$5,735.00
TOTAL		\$310,539.00



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Year 2: UWPC Budget

Organization Name	United Way of Pueblo County
Proposed Budget Period (ex. January 2023-June 30, 2023 = 6 months)	January 1, 2025 - December 31, 2025

Expenditure Categories						
Personnel Services - Salaried Employees						
List all salaried personnel to perform work for the project. Include proposed salaries, time and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.). Fringe must be allocated proportionally to the percent of time on project. Indicate other funding sources for existing positions. Note: if the budgeted fiscal year is not an entire 12 month period, the "Gross or Annual Salary" should be prorated accordingly. For example, if a position is expected to be filled for 8 months in the fiscal year, the "Gross or Annual Salary" should be multiplied by 8/12 for the prorated total. Therefore, a 12 month salary totaling \$60,000 would show as \$40,000 in the "Gross or Annual Salary" column. It is important to note the number of months in the fiscal year, in red below, to indicate you have done this prorated calculation.						
Position Title	Description of Work and Justification	Gross or Annual Salary (x [12 Months in FY])	Fringe	% of Time on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
FEC Program Manager	Recruits, hires and supervise the FEC coaches; responsible for all data collection and regular reporting to stakeholders; establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. Also provides direct delivery of financial counseling.Year 2 staffing includes a 5% COLI/performance.	\$59,740.00	\$16,727.00	100%	N/A	\$76,467.00
Personnel Services - Hourly Employees						
List all hourly personnel to perform work for the project. Include proposed hourly wage and fringe and number of hours expected to contribute to the project in a year. In the justification, include the role and expected contribution of budgeted personnel. In the Description of Work and Justification, explain how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.).						
Position Title	Description of Work and Justification	Hourly Wage	Hourly Fringe	Total # Hours on Project	Other Funding Sources for this Position	Total Amount Requested from DOL
FEC Coach	Provides direct service to coaching client to manage their finances, pay down debt, increase savings, establish and build credit and access safe and affordable mainstream banking products.Year 2 staffing includes a 5% COLI./performance increase	\$26.20	\$7.34	2080	N/A	\$69,758.00
FEC Coach	Provides direct service to coaching client to manage their finances, pay down debt, increase savings, establish and build credit and access safe and affordable mainstream banking products.Year 2 staffing includes a 5% COLI./performance increase	\$26.20	\$7.34	2080	N/A	\$69,758.00
FEC Coach	Provides direct service to coaching client to manage their finances, pay down debt, increase savings, establish and build credit and access safe and affordable mainstream banking products.Year 2 staffing includes a 5% COLI./performance increase	\$26.20	\$3.50	260	CFE Fund	\$7,725.00
Total Personnel Services (including fringe benefits)						\$223,708.00

Materials/Supplies & Operating Expenses
Include list of all project-related operating expenses. Technology and/or software necessary for the project should be included here. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted. If rent is claimed as a direct cost, provide a narrative justification which describes the prescribed policy including the effective date of the policy.

Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
Total Supplies & Operating Expenses					\$0.00

Travel					
Include all staff program related travel, including costs for attendance of any mandatory meetings. Include appropriate per diem and mileage rates or include link to current approved rates.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
Mileage, Per Diem, Lodging	Travel designated for OFE-sponsored training opportunities				\$1,250.00
					\$0.00
					\$0.00
					\$0.00
Total Travel					\$1,250.00

Equipment					
Include list of all equipment planned to be purchased to complete the proposed work. Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more (unless the organization has established lower levels) and an expected service life of more than one year. The justification should describe the rationale, necessity and reasonableness of the operation costs budgeted, as well as rationale for purchasing vs. renting, etc.					
Item	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
None					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Equipment					\$0.00

Contracts & Subgrants					
Include all subcontracts or subgrants planned to complete the proposed work. This includes, but not limited to, consulting and personnel services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subgrantee or subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.					
Subgrantee/Subcontractor or description of Subcontracted Service	Description of Item and Justification	Rate	Quantity	Other Funding Sources <i>(if applicable)</i>	Total Amount Requested from DOL
United Way of Pueblo County	UWPC serves as the Financial Counseling Provider in the Financial Empowerment Center model. The City of Pueblo will act as the fiscal agent and pass funds to UWPC to underwrite all programming costs including staffing and the cost of operations, with the exception of the Local Government Manager salary and fringe that will be retained by the City of Pueblo.				\$0.00
					\$0.00
Total Contracts & Subgrants					\$0.00
SUB-TOTAL BEFORE INDIRECT					\$224,958.00

Indirect		
Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or grant account. Documentation of Federally Negotiated Rate will be required if funded. Use the Description and Justification if there is anything you need to explain about your indirect costs; it can be left blank if no additional information is necessary.		
Item	Description and Justification	Proposed Indirect Cost Rate
Proposed indirect cost percentage (may not exceed 10% of Total Direct Cost unless you have a Federally Negotiated Rate)	<i>de minimus</i> in lieu of negotiated indirect cost rate to offset cost of legal counsel, accounting/finance, supervision of staff, IT support, and other staff that indirectly contribute to the grant work.	10%
Total Indirect		\$22,496.00
TOTAL		\$247,454.00

EXHIBIT C, 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)
Contractor Insert Contractor's Full Legal Name	Original Contract 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	Option 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. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract 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 Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract 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 Contract 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 Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor 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 Option Effective Date: _____
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Exhibit D, Sample 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.

1. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

2. 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.

3. 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: _____



COLORADO

Department of Law

Attorney General Phil Weiser

ATTACHMENT - Work Plan

Grantee: City of Pueblo

Goal # 1:		Financial coaching services through the Pueblo Financial Empowerment Center will be widely accessible to all Pueblo residents				
Goal # 2:		Clients will gain knowledge, confidence, aspirations, and skills related to effective financial management and consumer economic practices				
Goal # 1:		Financial coaching services through the Pueblo Financial Empowerment Center will be widely accessible to all Pueblo residents				
Goals #1, Objective # 1 :		FEC services will prioritize equity and inclusion and be widely circulated throughout various marketing channels				
		Activities	Responsible	Estimated Timeframe	Desired Outcome	Deliverables
Primary	1	Marketing will be targeted and culturally sensitive	City Public Affairs Director and United Way of Pueblo County Communications Director	Ongoing	at least 245 clients will avail themselves in the first year of implementation	All data will be tracked through the Center for Financial Empowerment (CFE) Fund's data-tracking FECBOT, which tracks over 200 data points. Through FECBOT data, the Pueblo FEC management team will regularly collect data to determine how residents are interacting with marketing materials. This data will show how clients became aware of the Pueblo FEC services (ex. Community organization, word-of-mouth, social media, printed flyers and materials, etc.)
Sub-Activities	1.1	various channels/media are used to advertise FEC services	City Public Affairs Director and United Way of Pueblo County Communications Director	Ongoing	target populations are reached	Pueblo FEC Management team will meet with the Press Communications personnel regularly to look at social media metrics, like engagement rate, likes, shares, click-through rate, and follower demographics. Majority of materials will be print and video collateral.
	1.2	collateral will be created in English and Spanish	City Public Affairs Director and United Way of Pueblo County Communications Director	January - June 2024	materials will be culturally sensitive	Pueblo FEC will work with an in-house translator to ensure all materials are available in English and Spanish. Majority of materials will be print and video collateral.
	1.3	an additional FEC coach who is fluent in Spanish and English will be recruited	Provider Manager	January through March 2024	FEC coaches will be bilingual, if possible	To ensure services are inclusive to all populations, the Pueblo FEC job descriptions will list "bi-lingual preferred". FECBOT data will track the number of bilingual clients served. In addition, translation services will be provided upon request for additional languages.
Goals #1, Objective # 2 :		Engage a wide network of partnerships that support the FEC program and integrate financial coaching into existing social services				
		Activities	Responsible	Estimated Timeframe	Desired Outcome	Deliverables
Primary	2	Cultivate relationships with banks, credit unions, NPOs and others that serve low-income and/or vulnerable individuals/families	Program Manager ("FEC Coordinator")	Ongoing	relationship building; co-location sites; and increased cohesion of community programs; volunteers/pro-bono presenters for ongoing FEC counselor training	Pueblo FEC can utilize FECBOT data to track referrals to the FEC program; sponsorships and donations from aligned agencies.
Sub-Activities	2.1	Cultivate relationship with local Bank On administrators and bank representative	Program Manager ("FEC Coordinator")	Ongoing	Building sustainable relationships and highlight availability of safe and affordable banking resources	Pueblo FEC will collaborate with Bank On Pueblo County to host informational sessions, financial skills workshops, and other community events aimed at increasing Pueblo residents' financial literacy. FECBOT data will track referrals to and from Bank On Pueblo County and Bank On certified banks
	2.2	Cultivate relationships with local Volunteer Income Tax Assistance (VITA) Program	Program Manager ("FEC Coordinator")	January 2024	Building sustainable relationships and highlight availability free tax-assistance programs	Pueblo FEC will collaborate with the VITA program to refer low and moderate-income clients access assistance in preparing their tax returns. FECBOT data will track referrals to and from the VITA program.
	2.3	Establish easily accessible co-location sites	Program Manager ("FEC Coordinator"), Provider Manager	January 2024 and ongoing	Select a small group of trusted community organizations to host Pueblo FEC coaches on-site on a regular basis	Pueblo FEC will place Coaches on-site at locations throughout the city to deliver financial coaching services, formalized via MOU. FECBOT data will track client sessions by location. This will also help determine whether additional sites are needed in a particular geographical area.
Goals #1. Obiective # 3 :		Professional, volunteer and workforce development training will be conducted				

Activities			Responsible	Estimated Timeframe	Desired Outcome	Deliverables
Primary	3	professionals and others will receive/complete training	Program Manager ("FEC Coordinator")	August 2024 and ongoing	FEC coaches, community partners, and stakeholders will gain knowledge, confidence, and skills related to effective financial management as it pertains to themselves and assisting others; FEC program is delivered with fidelity to a data and outcomes evidenced model	Pueblo FEC management team will conduct trainings on the FEC model, learn how to create defined referral process for clients, and learn about the cultural context of poverty its impact on Pueblo residents.
Sub-Activities	3.1	service to boards and coalitions, stakeholders, partner agencies	Program Manager ("FEC Coordinator")	Ongoing	people will increase knowledge about link between individual/family health and financial wellbeing and economic vitality; referral agencies will increase; co-location sites for FEC counselors will increase	Pueblo FEC management team will conduct regular reports to local government leadership. Upon learning about the positive impact of FEC services, stakeholders/decision-makers will adopt new policies that support family health and financial wellbeing
	3.2	All FEC counselors/coaches will complete certification	Provider Manager	August 2024 through Oct 2024 and as needed	professionals will be fully competent to provide financial counseling/coaching	Coaches will complete a 6-8 week CFE Fund approved training. FEC coaches will become certified financial counselors prior serving clients. Trainings and certifications are tracked by the Pueblo FEC management team.
	3.3	FEC coaches will complete professional development on client-specific issues affecting Pueblo's residents	Provider Manager and FEC Coaches	Ongoing	FEC coaches will be well-versed in a variety of topics to ensure their knowledge is inclusive and equitable to all residents.	FEC Coaches will utilize a Continuing Education Tracker to create quarterly continuing education goals and track hours annually. FEC Coaches will be required to complete 30 hours of continuing education each year. Topics include benefits, insurance, legal services, student aid, taxes. Some client-specific trainings include disabled populations, elderly services, racial equity, and youth populations.
	3.4	FEC coaches will complete community partner training and local training	Program Manager ("FEC Coordinator"), Provider Manager, FEC Coaches	Ongoing	FEC coaches will be well-versed in local topics and programs	FEC Coaches will receive training from community partners and local government personnel about local issues impacting clients (local bank branches, payroll and employee benefits, municipal fines and fees, legal aid resources, workforce development, etc.). Trainings are tracked by the Pueblo FEC management team.
Goal # 2: Clients will gain knowledge, confidence, aspirations, and skills related to effective financial management and consumer economic practices						
Goals #2, Objective # 1 : FEC clients will achieve financial empowerment goals and outcomes						
Activities			Responsible	Estimated Timeframe	Desired Outcome	Deliverables
Primary	1	Clients will make financial management goals such as spending plans, credit management, debt management, savings, investing, insurance, asset protection, retirement planning, purchase of major consumer products/services, and money services	FEC Coaches	Oct 2024 and ongoing	Clients that have adopted one or more effective practices related to financial management will develop and implement plans for financial stability and/or security for their future	FEC clients will achieve an average of 100-150 outcomes per full-time coach in Year 1 and an average of 200-250 outcomes per full-time coach in Year 2. All data will be tracked through the Center for Financial Empowerment (CFE) Fund's data-tracking FECBOT, which tracks over 200 data points. *Outcomes = open a safe and affordable banking account, establish a credit score, increase credit score, decrease debt, reduce delinquent accounts, adopt new savings behaviors, etc.
	1.1	FEC coaches will assess client's current state of financial wellbeing and needs and identify barriers to financial empowerment	FEC Coaches	Oct 2024 and ongoing	Clients will better understand their current situation	Financial coaches conduct a Financial Health Assessment (FHA), and a CFE Financial Capability Scale for every client. Clients responses will be tracked through FECBOT data and will be analyzed regularly by the Pueblo FEC management team. FECBOT data will show whether an clients' FHA/financial well-being has increased after participating in regular FEC sessions.
	1.2	Clients will set SMART goals	FEC Coaches	Oct 2024 and ongoing	clients will adopt effective financial management practices, feel more confident to manage their finances; reduce confusion and stress related to finances; and catalyze asset wealth management	Clients will work with Pueblo FEC coaches to create written personal/family budget; written financial goals. Coaches will enter all session data into FECBOT to track a client's progress in achieving their goals. If necessary, coaches will help clients set new goals, or provide clients with skills to change their financial behaviors.

Sub-Activities	1.3	Clients will develop/implement plans for financial stability and/or securing for their future; clients will manage use of credit, reduced debt, and/or reduced household spending	FEC Coaches	Oct 2024 and ongoing	clients actively user their budget to manage their finances; will make/observe progress toward financial goals; improve financial wellness and achieve financial stability and security;25% of unscored clients working on credit issues will establish a credit score; increased savings of 25% or more; decreased outstanding consumer debt; 35% of multisession clients working on their credit will increase their credit scores, with more than 60% of these clients increasing their score by at least 35 points	FEC coaches will utilize FECBOT data to track a client's progress in meeting their goals and outcomes. If necessary, coaches will help clients set new goals, or provide clients with skills to change their financial behaviors. FECBOT data will show a clients progress throughout each financial coaching session. Pueblo FEC management team will regularly analyze data to ensure clients are on track and meeting their goals and outcomes.
Goals #2, Objective # 2 :		60% of FEC clients will attend more than one financial coaching session				
Activities		Responsible		Estimated Timeframe	Desired Outcome	Deliverables
Primary	2	clients will return for counseling/coaching multiple times	FEC Coaches and FEC Admin Asst.	Oct 2024 and ongoing	clients have multiple sessions to incrementally tackle complex problems	FEC coaches will conduct an average of 480 client sessions per full-time coach in Year 1 and an average of 600-700 sessions per full-time coach in Year 2. All data will be tracked through the Center for Financial Empowerment (CFE) Fund's data-tracking FECBOT, which tracks over 200 data points. FEC coaches will highlight the importance of follow-up sessions with clients. Client data will be tracked through FECBOT to show the number of sessions competed and their changes in behavior since the initial session. FEC coaches will contact clients who have not scheduled a follow-up appointment.
Sub-Activities	2.1	sessions will be scheduled	FEC coaches and FEC Admin Asst.	Oct 2024 and ongoing	clients and counselors will have multiple sessions on their calendar	FEC clients are able to view schedule availability for FEC coaches online. Sessions can be conducted in-person or virtually via Zoom or phone call. Clients will receive an email or text message confirming their appointment, and will receive a reminder the day before their appointment. FECBOT data will track whether an individual has confirmed an appointment, has a pending appointment, or needs to reschedule.
	2.2	clients will receive incentives for participation	FEC Coaches	Dec 2024 and ongoing	clients will be motivated and recognized for achievement	FEC clients are eligible to receive an incentive for their participation in FEC sessions. All participation data and incentives will be tracked by the Pueblo FEC management team, receipts can be provided. Incentives may be provided in the form of gift cards, financial planning items, etc. For example, clients referred by the Municipal Court are eligible to receive community service hours for attending multiple FEC sessions.
	2.3	Share success stories from current FEC clients	City Public Affairs Director and United Way of Pueblo County Communications Director	January/February 2024 and ongoing	Encourage new clients by sharing success stories from current FEC clients	FEC coaches will work closely with clients who have achieved program outcomes and will obtain their permission to share their stores and feedback to highlight the positive impact FEC sessions had on their well-being. The FEC management team will provide 3-5 client stories that share their experience and success at the FEC.
	2.4	clients will receive incentives for achieving benchmarks	FEC Coaches	Feb 2024 and ongoing	clients will be motivated and recognized for achievement	FEC clients are eligible to receive incentives for achieving client outcomes and goals. The FEC management team and FEC coaches will utilize FECBOT data to track which clients have achieved their goals and outcomes. For example, clients can receive an individualized letter of achievement from Mayor, gift cards, financial planning items, etc.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: George Hypolite, City Attorney

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING \$71,500 FROM THE UNAPPROPRIATED FUND BALANCE FROM THE GENERAL FUND AND AUTHORIZING THE EXPENDITURE OF THE SAME TO THE MARIPOSA CENTER FOR SAFETY FOR OPERATIONAL COST THROUGH JUNE 2024

SUMMARY:

The proposed Ordinance will budget and appropriate seventy-one thousand five hundred dollars (\$71,500) of unappropriated fund balance from the General Fund, authorizing the expenditure of the same on operational costs at the Mariposa Center for Safety.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Mariposa Center for Safety delivers intervention and prevention services by providing safe, confidential shelter, case management, domestic violence education, court accompaniment, advocacy, and community referral. The purpose of the Mariposa Center for Safety is to reduce the incidence of domestic violence, sexual assault, and human trafficking and empower women and their families.

The Mariposa Center For Safety has requested the City provide additional funding to allow their operations to continue until the new fiscal cycle for grant funding.

FINANCIAL IMPLICATIONS:

The unappropriated fund balance in the General Fund will be reduced by seventy-one thousand five hundred dollars (\$71,500).

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE BUDGETING AND APPROPRIATING \$71,500 FROM THE UNAPPROPRIATED FUND BALANCE FROM THE GENERAL FUND AND AUTHORIZING THE EXPENDITURE OF THE SAME TO THE MARIPOSA CENTER FOR SAFETY FOR OPERATIONAL COST THROUGH JUNE 2024

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

SECTION 1.

Seventy-one thousand five hundred dollars (\$71,500) of unappropriated fund balance from the General Fund is hereby budgeted and appropriated for the purpose of providing funding to the Mariposa Center for Safety for operational costs.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective upon approval of the following actions:

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 12, 2024.

Final adoption of Ordinance by City Council on February 26, 2024.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO REGARDING UNPAID INTERNSHIPS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance would approve an ongoing agreement between the City of Pueblo and Colorado State University, Pueblo, to allow for interns to work in various departments for the City of Pueblo based on their area of study.

PREVIOUS COUNCIL ACTION:

Council has previously approved similar individual agreements for interns from CSU-Pueblo to work and learn within the City.

BACKGROUND:

Internships provide students with invaluable educational experience, and students who participate receive course credit for their hours. Internship opportunities provided by the City allows students to gain experience in the various departments of the City and knowledge regarding the complexity of City operations and the services it provides.

City internships help prepare students to enter the workforce after graduating, as well as potentially increase their interest in long-term employment with the City. This Agreement will remain valid until May 31, 2027, and permits any non-paid internships that the City is willing to accept during that period.

FINANCIAL IMPLICATIONS:

This Agreement approves internships that are non-paid, or that otherwise will not receive any sort of remuneration from the City. Unpaid interns receive school credit

and valuable experience. There are no financial costs to the City for unpaid interns. If a department desires and has available budget to pay an intern, another agreement with CSU-P would be necessary.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could refuse to approve this Agreement. If that occurs, unpaid internships with students from CSU-P will not be permitted.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. municipal unpaid internships 2024 -- final

ORDINANCE NO. 10664

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO REGARDING UNPAID INTERNSHIPS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Board of Governors of the Colorado State University System, acting by and through Colorado State University – Pueblo, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 12, 2024.

Final adoption of Ordinance by City Council on February 26, 2024.

APPROVED: _____



PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on __, 2024.

☐ Disapproved on _____ based on the following objections:

Mayor

[Signature]

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

[Signature]

City Clerk

INTERNSHIP SITE AGREEMENT (NON-PAID) BETWEEN
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM,
ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO
AND
PUEBLO, A MUNICIPAL CORPORATION

This Internship Site Agreement (the "Agreement") is made, and entered into between THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through COLORADO STATE UNIVERSITY - PUEBLO ("University"), and Pueblo, a municipal corporation ("City of Pueblo" or "**Internship Site**" if appropriate), (singularly "party" and together "parties"), entered into on this 2/1/2024

WITNESSETH:

WHEREAS, certain CSU-Pueblo students in the **various** Departments ("Students") at the University are able to obtain Internship Site/research experiences; and

WHEREAS, **Internship Site** desires to participate and cooperate with University to implement said program by accepting and placing Students with **Internship Site** to enable them to obtain Internship Site/research experiences by providing services to **Internship Site**; and

WHEREAS, this Agreement will serve as recognition of the separate and mutual responsibilities of the University and **Internship Site** to each other and to the Students involved;

THEREFORE, in consideration of the mutual goals herein, the parties agree as follows:

I. SCOPE OF THE INTERNSHIP SITE:

- A. **A Scope of Work shall be submitted, if reasonably possible, for each individual internship through the intern's university department.**
- B. The Internship Site hours will be set by the supervisor of **Internship Site** at a later time so that the Students and **Internship Site** may find a mutually convenient time(s).
- C. The student Internship Site between **Internship Site** and University will commence on the 2/1/2024 and end on the 5/31/2027.

II. UNIVERSITY RESPONSIBILITIES:

- A. Assign a faculty member to be the instructional supervisor for Students placed at **Internship Site**.
- B. Observe appropriate channels as designated by **Internship Site** for coordinating internship/research experiences.

- C. Have faculty participate in individual and/or group conferences with appropriate **Internship Site** staff for the purpose of discussing objectives and planning for learning experiences and evaluating Student performance.
- D. Have its representatives; if possible, confer at least annually with **Internship Site** for joint review of the program and progress of Students placed at **Internship Site**.
- E. Provide a faculty member assigned pursuant to this Agreement to make regular site visits one or more times during the period of field placement to review the Student's activities and to consult with a counterpart **Internship Site** staff member concerning the educational experience and progress of Students working at **Internship Site**. **Internship Site** recognizes that on site visits may be impractical, and will work with University to develop mutually satisfactory alternatives if necessary.
- F. Require that all Students provide to **Internship Site** proof of current, valid medical insurance covering them.
- G. Require: (1) each Student to be, and verify that all Students are, insured under a liability insurance policy covering the risks arising from or in connection with the services to be provided under this Agreement; and (2) that each Student supply to **Internship Site** proof of such liability insurance prior to beginning his or her internship. Students will not be permitted to work at **Internship Site** pursuant to this Agreement if they do not present proof of liability insurance as required by this Section.
- H. Ensure that all Students complete the criminal background check form attached hereto as Exhibit A. This must be done in a timely fashion so that the background check can be completed prior to the Student beginning to work at **Internship Site**. **Internship Site** retains the right to reject any Student based on the results of the background check. If the Student does not pass the background check he or she will be informed of the reasons. The University will not be given any information relating to the failure other than the fact that the Student did not pass.
- I. University shall ensure that Student meets all necessary requirements to perform as an intern at Internship Site as contemplated by this Agreement, including if applicable, work authorizations. University shall apprise Student of (i) Student's obligation to comply with the City Charter, ordinances and applicable rules and regulations; and (ii) Student's obligation to faithfully perform assigned tasks.
- J. Workers' Compensation insurance coverage for Students participating under this Agreement shall to the extent required by law be provided by University; it being the express understanding and agreement of the parties that Student will not receive any remuneration from Internship Site.

III. **Internship Site RESPONSIBILITIES:**

- A. Make its resources and facilities available for internship/research experiences for Students.
- B. Cooperate with the University faculty in planning for the educational program and for evaluating the experiences and Student performance.
- C. Internship Site shall have sole authority and control over all aspects of organizations services including those activities wherein Students may be exposed to or interrelate with Internship Sites organization.
- D. Designate a qualified staff member who will be responsible for the daily supervision and performance of Students and will participate with the University's faculty member in evaluating Students under their supervision.
- E. Comply with the Fair Labor Standards Act (FLSA) before classifying an intern as an unpaid "trainee." For purposes of this Agreement and the foregoing provision, it is acknowledged and agreed that Student shall not be paid wages or other form of remunerations from Internship Site and that Internship Site is a government entity.
- F. In accordance with the Family Education Rights and Privacy Act (FERPA), Internship Site shall keep and maintain the confidentiality of education records which may be disclosed to Internship Site by University with respect to any Student.

IV. **Internship Site AND UNIVERSITY FURTHER AGREE:**

- A. The assignment of Students, faculty and **Internship Site** personnel will be made without regard to the age, citizenship, creed, color, disability, gender, gender expression, gender identity, genetic information, national origin or ancestry, pregnancy, race, religion, sex, sexual orientation or veteran status of the persons involved.
- B. **Internship Site** may in its sole and absolute discretion dismiss any Student from participation in the program contemplated by this Agreement.
- C. University may withdraw any Student whose progress, conduct, or performance in practice does not meet standards for continuation in the program, or when **Internship Site** does not provide agreed upon educational experiences for the Student.
- D. This Agreement may be terminated without penalty upon the giving of thirty days' written notice by either party to the other party. Students already enrolled and participating in good standing in the program shall have an opportunity to complete the program at **Internship Site** to meet the course of study requirements for graduation unless dismissed by Internship Site pursuant to above Subsection IV.B.

- E. In advance or the early days of each semester, University will disclose the number of requested Students and the Students to be placed at the **Internship Site**. Selection of the number of Students and the specific Students, if any, to participate in the program contemplated by this Agreement shall be at the sole and absolute discretion of the Internship Site.
- F. University and **Internship Site** agree that no money will be paid by either party to the other under the terms and conditions of this Agreement and that the mutual benefits contained herein constitute sufficient consideration. The parties to this Agreement intend that the relationship contemplated by this Agreement is that of independent entities working in mutual cooperation. The Parties hereto are not partners, agents, nor principals of one another. University's interns shall not act as the **Internship Site** agents or representatives in any capacity, and shall not make any commitments on behalf of the **Internship Site**.
- G. This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement.
- H. This agreement cannot be assigned, except with the express written permission of the non-assigning party.
- I. Nothing contained in this Agreement shall be construed as an express or implied waiver by University or Internship Site of its governmental and sovereign immunities, as an express or implied acceptance by University or Internship Site of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as a pledge of the full faith and credit of the state of Colorado or City of Pueblo, or as the assumption of any of the parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Colorado Constitution.
- J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized agents and is effective upon the date and signatures below:

CSU Pueblo Provost Name
Dr. Gail Mackin

CSU Pueblo Provost

Date:

Pueblo, a municipal corporation

Heather Graham
Mayor

Date:

ATTEST:

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: George Hypolite, City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 10 OF TITLE XI AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE REGULATING COMMERCIAL VEHICLE OPERATIONS WITHIN THE CITY

SUMMARY:

The following ordinance would regulate the operation of commercial vehicles on any street within the City and require such operations to be compliant with C.R.S. § 42-4-235.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

This ordinance allows enforcement by Pueblo Police department in case a motor carrier drops off or picks up persons at a location that is not licensed or permitted by the PUC.

This also allows for a penalty if the motor carrier is in violation. The fines will be allocated towards road maintenance and repairs.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this ordinance, motor carrier operations will not be subject to enforcement under the Pueblo Municipal Code.

RECOMMENDATION:

Councilor Regina Maestri recommends passage of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10 OF TITLE XI AND
CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE
REGULATING COMMERCIAL VEHICLE OPERATIONS WITHIN
THE CITY

WHEREAS, the City, as a Colorado home rule municipality, is authorized to exercise all powers of self-government, as set forth in article 20, section 6 of the Colorado Constitution. Included within these general powers of self-government are the powers necessary, requisite or proper for the government and administration of its local and municipal matters; and

WHEREAS, the City's Home Rule Charter, at section 1-3, specifically provides that the city shall have all powers granted to municipalities under the state statutes, as defined therein. These powers specifically include: (1) the general police powers enumerated in C.R.S. § 31-15-401; and (2) the powers to regulate businesses enumerated in C.R.S. § 31-15-501; and

WHEREAS, the City in order to preserve the health, welfare, and safety of its citizens, City Council has determined it is necessary to regulate the intra-City operations of commercial vehicles; NOW; THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:
SECTION 1.

Section 15-1-16 is hereby added to Chapter 1 of Title XV of the Pueblo Municipal Code to read as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

Sec. 15-1-16 Regulation of commercial vehicles.

(a) No person [or] motor carrier shall operate a commercial vehicle on any street within the City unless such vehicle is in compliance with C.R.S. § 42-4-235, as amended, and the rules and regulations promulgated thereunder.

(b) This Section may be enforced by any law enforcement officer who meets the inspector qualifications set forth in C.R.S. § 42-4-235, as amended, and the rules and regulations promulgated thereunder.

(c) It shall be unlawful for any person to operate a motor vehicle in violation of subsection (a) of this Section.

(d) Any person who fails to comply with any provision of this Section shall be guilty of a violation of this Code and, on conviction thereof, shall be punished by a fine as specified in Section 1-4-20 of this Code.

(e) fines collected based on conviction under this section shall be dedicated and used solely for road, right of way, and other transportation improvements.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 12, 2024.

Final adoption of Ordinance by City Council on February 26, 2024.

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