



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

**MONDAY, JUNE 10, 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 Jim Urie, Pueblo Praise
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. SPECIAL RECOGNITIONS**
- F. PUBLIC FORUM**
- G. COUNCIL MEMBER AND MAYOR COMMENTARY**
- H. REVIEW OF AGENDA**

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated May 28, 2024, as distributed.

J1 City Council Meeting Minutes May 28, 2024

K. COMMUNICATIONS

K1 At Large City Council Vacancy
Required Council Action: Motion to accept communication; Motion to Select candidates for interviews for At Large City Council Member Vacancy on **June 17, 2024.**

L. 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.

M. RESOLUTIONS

- M1 A Resolution approving Amendment No. 1 to the Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Multistudio, Inc, in the amount of \$204,887 for Project 23-081A, , and authorizing the Purchasing Agent to execute same
- M2 A Resolution awarding an agreement for Professional Consulting Services in the amount of \$196,470.00 to GROUND Engineering Consultants, Inc., a Colorado Corporation, for Project No. 24-040 Special Inspection and Materials Testing - Fire Stations 6, 8, and 11, and authorizing the Purchasing Agent to execute same
- M3 A Resolution awarding an agreement for Professional Consulting Services in the amount of \$155,000.00 to Street Simplified, LLC., a Delaware Limited Liability Company authorized to do business in Colorado, for Project No. 24-015 Consultant for Street Safety Study and authorizing the Purchasing Agent to execute same
- M4 A Resolution ratifying the award of an emergency construction contract in the amount of \$91,389.36 to Russ Grading & Excavating LLC, for Project No. 23-040 (SWAN03) - for emergency storm sewer point repair at the intersection of Northern Avenue and Spruce Street, approving a change order in the amount of \$27,001.25 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same
- M5 A Resolution approving payment in the amount of \$86,741.00 from Project CI2421 - Your Idea, Your Neighborhood, for six of the Your Idea, Your Neighborhood (YIYN) Stakeholder Committees recommended YIYN projects.
- M6 A Resolution approving payment in the amount of \$50,000 from project CI2113 - American Rescue Plan Act for the development of a Master Plan for the City Park and the Arkansas River Trail, as authorized by section 603(c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR §35.6.
- M7 A Resolution ratifying an emergency construction contract in the amount of \$15,271.78 with Parker Excavating, Inc. For Emergency Sanitary sewer point repair at 515 W. 4th St, Project No. 20-059 (WWAN03) and approving the Purchasing Agent's execution of the same
- M8 A Resolution ratifying an emergency construction contract in the amount of \$15,066.42 with Parker Excavating, Inc. For Emergency Sanitary sewer point repair at 2551 Camellia St, Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same
- M9 A Resolution authorizing the issuance of a revocable permit (REV-24-10) to the Pueblo Chamber of Commerce for the use of Grand Avenue from City Center Drive to Union Avenue, D Street from Victoria Avenue to Main Street, C Street from Victoria Avenue to Main Street, Union Avenue from City Center Drive to B Street, and Alan Hamel Avenue from Union Avenue to Main Street to host the 30th Annual Chile and Frijoles Festival
- M10 A Resolution authorizing the issuance of a revocable permit (REV-24-11) to the Pueblo Performing Arts Guild for the use of the public right-of-way along City Center Drive between Elizabeth Street and Grand Avenue for the purpose of facilitating a private concert event, June 29, 2024, through June 30, 2024.
- M11 A Resolution confirming the appointment by the Mayor of Alyssa Vargas-Lopez to complete a four-year term expiring August 31, 2024 on the El Centro del Quinto Sol Recreation Center Board of Directors
- M12 A Resolution ratifying PACOG's joint appointment of Eric Dunton and Robert Vigil to the Mechanical Board of Appeals

M13 A Resolution ratifying PACOG's joint appointment of Ken Gulley to the Plumbing Board of Appeals

M14 A Resolution ratifying PACOG's joint appointment of Charles Montera to the Electrical Board of Appeals

M15 A Resolution ratifying PACOG's joint appointment of David Knuth as a General Contractor and Andrew Hayes as an Experienced Person on the Building Board of Appeals

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance accepting an amendment to Airport Improvement Grant No. 3-08-0046-047-2022 from the Federal Aviation Administration (FAA) acting for and on behalf of the United States of America adding \$31,059 for additional engineering and design for the Rehabilitation for Runway 8R/26L, removal of Taxiway A2, and Airport Lighting Control Monitoring System (ALCMS) replacement, and budgeting and appropriating funds to Project Account AP2205

N2 An Ordinance approving and accepting Colorado Department of Transportation (CDOT) Aeronautics division Grant No. 24-PUB-01 for funds in the amount of \$12,796 for the East Apron (North) Rehab Project Design Phase and the Taxilane Rehab and New T-Hangar project design phase, authorizing the Mayor to execute same, budgeting and appropriating \$6,250 to Project No. AP1804 – South T-Hangar #1, and establishing Project No. AP2401 – East Apron (N) Taxilane Rehab budgeting and appropriating \$13,094 to said project

N3 An Ordinance amending the title of Chapter 3 of Title XV of the Pueblo Municipal Code from "Sight Obstructions at Intersections" to "Sight Obstructions and Encroachments into the Public Right-of-Way"

N4 An Ordinance creating and reserving Sections 7-3-52 through 7-3-61 for future additions to the Pueblo Municipal Code and creating a new Article V containing Sections 7-3-62 through 7-3-72 of Chapter 3 of Title VII of the Pueblo Municipal Code regulating the use and management of shopping carts within the City

N5 An Ordinance approving an intergovernmental agreement between the City of Pueblo, and Crowley County relating to mutual aid in the provisions of fire protection and other emergency services, and authorizing the Mayor to execute same

N6 An Ordinance amending Title XI, Chapter 4, of the Pueblo Municipal Code abolishing the requirement that miniature goats residing in the city be hornless

N7 An Ordinance approving a Cooperation Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the County of Pueblo relating to the participation in and conduct of the federal home investment partnerships program and providing for the execution thereof

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for June 24, 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 Pueblo School District No. 60 in the amount of \$1,000 to sponsor the Pueblo City Schools Summer Musical from July 13-18, 2024

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance transferring \$1,000,000.00 from WW9999 to WW1402, awarding a construction contract in the amount of \$3,974,073.00 to Miller Pipeline, LLC, and setting forth \$1,710,000.00 for contingencies, for Project No. 24-049 (WW1402) Southern Colorado Clinic Sanitary Sewer Outfall Project and authorizing the purchasing agent to execute the same - *Introduced May 28, 2024 by Councilor Dennis Flores*
- R2 An Ordinance establishing Project Account CI2442, Asphalt Art and Gateways Project, accepting a small dollar grant from the Colorado Department of Transportation, in the amount of \$248,300, budgeting and appropriating funds in the amount of \$248,300, and authorizing the Mayor to execute same - *Introduced May 28, 2024 by Councilor Dennis Flores*
- R3 An Ordinance amending Chapter 6 of Title XVI of the Pueblo Municipal Code relating to and increasing sewer user charges - *Introduced May 28, 2024 by Councilor Dennis Flores*
- R4 An Ordinance approving an Easement Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, a political subdivision of the State of Colorado, relating to the construction, operation, and maintenance of a limited access roadway, fencing, trail, trailhead, drainage, and other associated improvements within the Honor Farm Park and Open Space, and approving the Mayor to execute the Easement Agreement on behalf of the City - *Introduced May 13, 2024 by Councilor Regina Maestri*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 An Ordinance amending zoning restrictions of .85-acres of the southern portion of parcel B, of the Trinity Subdivision from B-3, Highway and Arterial Business Zone District to S-1, Government Use Zone District
- S2 An Ordinance amending zoning restrictions of 26.3-acres at the Runyon Sports Complex from I-3, Heavy Industrial Zone District and S-1, Government Use Zone District to S-1, Government Use Zone District

T. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
TUESDAY, MAY 28, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:17 pm.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: Sarah Martinez.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Chief of Staff Brian McCain, Deputy City Attorney Harley Gifford, Deputy City Clerk Vincent Petkosek.

E. SPECIAL RECOGNITIONS

**E1 PROCLAMATION PRESENTATION: "PUEBLO BIKE MONTH - JUNE 2024" -
MATT PUJOL, PACE MEMBER**

F. PUBLIC FORUM

Elvis Martinez - Employee Recognition, Employee of the Month, Time Clock.

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Flores, seconded by Councilor Maestri, moved to approve the agenda as distributed.

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 MAY 13, 2024

Councilor Maestri, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **May 13, 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

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

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 03/13/2024

L2 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 04/10/2024

M. RESOLUTIONS

M1 A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES IN THE AMOUNT OF \$59,025 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ALLRED AND ASSOCIATES, A COLORADO CORPORATION, FOR PROJECT NO. 22-010 DESIGN AND ENGINEERING OF NEW FIRE STATIONS 6, 8, AND 11 PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

This Resolution was assigned as 15641.

M2 A RESOLUTION APPROVING AMENDMENT NO. 6 OF THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF \$49,052.00 FOR 21-075, DILLON AND EAGLERIDGE ROUNDABOUT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15642.

M3 A RESOLUTION CHANGING THE BESSEMER II AND THE BERKLEY/BEULAH II TRANSIT ROUTES TO THE NORTH SHOPPING AND SOUTH SHOPPING ROUTES STARTING ON JUNE 3, 2024

This Resolution was assigned as 15643.

M4 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT CHILDERS TO SERVE A FOUR-YEAR TERM EXPIRING JUNE 1, 2028, ON THE BOARD OF ELECTIONS

This Resolution was assigned as 15644.

M5 A RESOLUTION APPOINTING COUNCILOR MARK ALIFF TO THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY BOARD OF DIRECTORS

This Resolution was assigned as 15645.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE TRANSFERRING \$1,000,000.00 FROM WW9999 TO WW1402, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$3,974,073.00 TO MILLER PIPELINE, LLC, AND SETTING FORTH \$1,710,000.00 FOR CONTINGENCIES, FOR PROJECT NO. 24-049 (WW1402) SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

N2 AN ORDINANCE ESTABLISHING PROJECT ACCOUNT CI2442, ASPHALT ART AND GATEWAYS PROJECT, ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$248,300, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$248,300, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N3 AN ORDINANCE AMENDING ZONING RESTRICTIONS OF .85-ACRES OF THE SOUTHERN PORTION OF PARCEL B, OF THE TRINITY SUBDIVISION FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

N4 AN ORDINANCE AMENDING ZONING RESTRICTIONS OF 26.3-ACRES AT THE RUNYON SPORTS COMPLEX FROM I-3, HEAVY INDUSTRIAL ZONE DISTRICT AND S-1, GOVERNMENT USE ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

N5 AN ORDINANCE AMENDING CHAPTER 6 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND INCREASING SEWER USER CHARGES

O. APPROVAL OF CONSENT AGENDA

Councilor Flores, seconded by Councilor Maestri, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for June 10, 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

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE SANGRE DE CRISTO ARTS CENTER IN THE AMOUNT OF \$1,500 TO SPONSOR THE ANNIVERSARY GALA ON FRIDAY, JUNE 7, 2024 AT 6 PM AT THE SANGRE DE CRISTO ARTS CENTER

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

Councilor Flores, 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 15646.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE PUEBLO ZOOLOGICAL SOCIETY IN THE AMOUNT OF \$1,500 TO SPONSOR THE ZOOFARI ON FRIDAY, JUNE 21, 2024, AT 6 PM AT THE PUEBLO ZOO

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

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 15647.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE CSU PUEBLO FOUNDATION IN THE AMOUNT OF \$200 TO SPONSOR THE CSU PUEBLO PRESIDENT'S GALA ON SATURDAY, MAY 18, 2024, AT 5:30 PM AT THE CSU PUEBLO BALLROOM.

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

Councilor Flores, 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 15648.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES, COLORADO PARKS AND WILDLIFE, FOR A LWCF GRANT PLAY FAIR PARK, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2441 - MINNEQUA LAKE TRAIL, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$875,000 TO PROJECT NO. CI2441 - MINNEQUA LAKE TRAIL, AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$875,000 FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT AS AUTHORIZED BY SECTION 603(C)(1) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

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

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 10711.

R2 AN ORDINANCE ACCEPTING A GRANT FROM THE ROBERT HOAG RAWLINGS FOUNDATION IN THE AMOUNT OF \$182,000 TO SUPPORT THE CONSTRUCTION OF THE CITY PARK TENNIS COMPLEX CLUBHOUSE AND RESTROOMS, APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2439, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$182,000 TO PROJECT NO. CI2439

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

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 10712.

R3 AN ORDINANCE APPROVING AND ACCEPTING AN OEDIT GRANT FROM THE STATE OF COLORADO OUTDOOR RECREATION INDUSTRY OFFICE FOR THE FUNDING OF THE CITY OF PUEBLO OUTDOOR RECREATION ADMINISTRATOR, ESTABLISHING PROJECT NO. CI2438, AND BUDGETING

AND APPROPRIATING FUNDS IN THE AMOUNT OF \$100,000 TO PROJECT NO. CI2438

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

PUBLIC HEARING:

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

Councilor Gomez, 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 10713.

R4 AN ORDINANCE ESTABLISHING PROJECT NO. LT2409 - ELIZABETH STREET PARKWAY OUTDOOR BASKETBALL COURTS MURAL PROJECT, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$10,000 TO PROJECT NO. LT2409

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

PUBLIC HEARING:

Elvis Martinez appeared in person to speak in favor of this Ordinance.

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

Councilor Gomez, 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 10714.

R5 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2024 CLASSIFICATION AND PAY PLAN BY AMENDING THE PAY SCALE FOR TAX COMPLIANCE TECHNICIAN

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

PUBLIC HEARING:

Seeing no one 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 Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10715.

R6 AN ORDINANCE AMENDING CHAPTER 12 OF TITLE XVI BY INTRODUCING "ARTICLE III - GRADING PERMIT"

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Flores, Councilor Maestri, Councilor Martinez. **Nays:** President Aliff, Councilor Gomez, Councilor Latino. Motion Failed 3-3.

R7 AN ORDINANCE APPROVING AN EASEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A LIMITED ACCESS ROADWAY, FENCING, TRAIL, TRAILHEAD, DRAINAGE, AND OTHER ASSOCIATED IMPROVEMENTS WITHIN THE HONOR FARM PARK AND OPEN SPACE, AND APPROVING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE CITY

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

PUBLIC HEARING:

Gary Rosso appeared in person to speak in favor of this Ordinance.

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

Councilor Flores, seconded by Councilor Gomez, moved to continue this item to the June 10, 2024, City Council Meeting.

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

R8 AN ORDINANCE RESCINDING RESOLUTION 15594, ACCEPTING FUNDS IN THE AMOUNT OF \$200,000.00 FROM PUEBLO URBAN RENEWAL AUTHORITY, FOR THE HARP CHANNEL EXTENSION AND BOATHOUSE CONSTRUCTION PROJECT, AND BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT ACCOUNT CI2432 - CONST. HARP EXTENSION AND BOATHOUSE.

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

PUBLIC HEARING:

Seeing no one wished to speak, President 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 Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez. Motion Passed 5-1.

This Ordinance was assigned as **10716**.

R9 AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND GOODRICH CORPORATION, A NEW YORK CORPORATION, AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, FOR THE PREMISES KNOWN AS LOT 8, LOT 11, AND PARCEL G, WILLIAM WHITE BOULEVARD, PUEBLO, COLORADO

A staff report and detailed review of the Ordinance was given by Harley Gifford, Deputy City Clerk.

PUBLIC HEARING:

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

Councilor Gomez, 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 **10717**.

R10 AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE TITLE XI, CHAPTER 1 TO ADD A NEW SECTION 612 REGULATING SCHEDULED COMMERCIAL PASSENGER TRANSPORTATION WITHIN THE CITY OF PUEBLO, AND PROVIDING PENALTIES THEREFOR

A staff report and detailed review of the Ordinance was given by Harley Gifford, Deputy City Clerk.

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 Gomez, Councilor Latino, Councilor Maestri. **Nays:** Councilor Flores, Councilor Martinez. Motion Passed 4-2.

This Ordinance was assigned as **10718**.

R11 AN ORDINANCE CREATING SECTION 408 OF CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE ADDING THE OFFENSE OF POSSESSION OF THEFT TOOLS AND PROVIDING PENALTIES THEREFOR

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

PUBLIC HEARING:

Anita Coffey appeared in person to speak in favor of this Ordinance.

Seeing no one else wishing 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 **10719**.

R12 AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2025, THROUGH DECEMBER 31, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

Alex Briggs appeared in person to speak in favor of this Ordinance.

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

Councilor Flores, seconded by Councilor Latino, 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 **10720**.

R13 AN ORDINANCE APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MUSCO SPORTS LIGHTING LLC, A COLORADO CORPORATION IN THE AMOUNT OF \$649,894 FOR NEW LIGHTING EQUIPMENT FOR THE CITY PARK BALLFIELDS 3 AND 4 AND THE MINERAL PALACE PARK PICKLEBALL COURTS, AUTHORIZING THE CITY OF PUEBLO'S PURCHASING AGENT TO EXECUTE THE PURCHASING AGREEMENT, CREATING PROJECT NO. CI2440, AND BUDGETING AND APPROPRIATING \$649,894 TO PROJECT NO. CI2440

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

PUBLIC HEARING:

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

Councilor Gomez, 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 **10721**.

S. COUNCIL MEMBER CONFLICT OF INTEREST

S1 A RESOLUTION ACCEPTING THE RESIGNATION OF CHARLES HERNANDEZ AS AN AT-LARGE CITY COUNCILOR AND SETS FORTH THE PROCESS FOR DETERMINING HIS REPLACEMENT.

Councilor Maestri recused herself for interest in this seat.

A staff report and detailed review of the Ordinance was given by Harley Gifford, Deputy City Attorney.

PUBLIC HEARING:

Elvis Martinez appeared in person to speak against Councilor Maestri filling the open seat.

Councilor Flores, seconded by Councilor Gomes, made a motion to split the Resolution into two actions.

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

Councilor Gomes, seconded by Councilor Flores, made a motion to accept the resignation of Charles Hernandez.

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

Councilor Aliff, seconded by Councilor Flores, made a motion to allow Councilor Maestri to move to the open At-Large seat.

Roll Call - **Ayes:** President Aliff, Councilor Flores. **Nays:** Councilor Gomez, Councilor Latino, Councilor Martinez. Failed 2-3.

Councilor Martinez, seconded by Councilor Gomez, made a motion to open the At-Large seat open recruitment to the Public on 5/29, place notification on City's website and social media on 5/29, publish in the Chieftain on 6/2 for letters of interest and resumes, close applications on EOD 6/7 (Friday), give Council applications 6/7 (Friday), Council selects candidates to interview at 6/10 meeting, council holds interviews at the 6/17 work session; a special meeting will be called for after the session to appoint by Resolution, and the new Councilor will be sworn in at the beginning of the 6/24 meeting.

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

T. ADJOURN

President Aliff adjourned the meeting at 9:27pm.

Respectfully submitted,

K.R. PE

Vincent Petkosek
Deputy City Clerk



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 10, 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 APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MULTISTUDIO, INC, IN THE AMOUNT OF \$204,887 FOR PROJECT 23-081A, , AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Amendment No. 1 to the Unified Development Code for Planning Department awarded to Multistudio, Inc, in the amount of \$204,887 for Project 23-081A expanding the scope of services to include additional updates to associated guidelines, standards, development of a Unified Development Code user's manual, and pre-testing of the new codes, review and permitting processes.

PREVIOUS COUNCIL ACTION:

Resolution 15434 dated November 27, 2023, approved an agreement for the Unified Development Code for Planning Department between the City of Pueblo and Multistudio, Inc, in the amount of \$215,113, related to the completion of a new Unified Development Code and update to the Historic Preservation Code.

BACKGROUND:

On November 27, 2023, the City of Pueblo awarded a contract for the Unified Development Code for Planning Department Project. The Planning and Public Works Department identified additional land use, subdivision and street classification standards that are important to update in correlation to the Unified Development Code. The purpose of Amendment No. 1 to the Agreement for Professional Consulting Services is: 1) to have the consultants revise, integrate and align the City's Historic Preservation Guidelines with the Unified Development Code; 2) Update the City's Roadway Classification standards to address both functional classification and community design standards; 3) Complete a Unified Development Code User's Manual that provides procedures and processes associated with development; and 4) Scenario

testing for the new Unified Development Code with city staff, development reviewers, and development applicants to help shape the User's Manual and catch procedural and code issues that can be corrected prior to implementing the new Unified Land Use Code.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$420,000 were budgeted and appropriated from two sources which includes \$225,000 from Pueblo American Rescue Plan Act (ARPA) Funds approved in Resolution No. 15100 and \$195,000 from the Colorado Department of Local Affairs Energy Impact Assistance Funds, EIAF 9547. The current agreement with Multistudio, Inc is for \$215,113 and Amendment adds a total of \$204,887 to the consulting contract for Project 23-081A.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will result in not having the supporting city guidelines and standards not being updated along the with completion of the new Unified Development Code.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-081A Draft Multistudio - Amendment No 1

RESOLUTION NO. 15650

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MULTISTUDIO, INC, IN THE AMOUNT OF \$204,887 FOR PROJECT 23-081A, , AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Unified Development Code for Planning Department Agreement to Multistudio, Inc was executed on November 27, 2023; and,

WHEREAS, additional updating of city guidelines, standards, establishment of a user's manual, and pre-testing of the new Unified Development Code contemplated by Amendment No. 1 are needed; and,

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 1, by and between the City of Pueblo, a Colorado Municipal Corporation, and Multistudio, Inc, a professional consulting service firm, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 1 to be performed in the amount of \$204,887.00.

SECTION 2.

Funds in the amount of \$117,443.50 will be paid from Pueblo American Rescue Plan Act (ARPA) Funds approved in Resolution No. 15100, and the remaining funds in the amount of \$87,443.50 will be paid from Colorado Department of Local Affairs Energy Impact Assistance Funds, EIAF 9547.

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 1 on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 4.

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

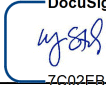
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

DRAFT AMENDMENT NO. 1
TO THE PROFESSIONAL CONSULTING SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND MULTISTUDIO, INC.

1. Introduction

This Amendment No. 1 to the Professional Consulting Services Agreement ("Amendment") is executed to be effective as of the ____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Multistudio, Inc., a registered Kansas Corporation ("Consultant"). City and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. Project Statement

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Professional Consulting Services Agreement dated December 7, 2023 for Bid 23-081A Unified Development Code for Planning Department (the "Agreement").

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

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

3. AGREEMENT

- A. The Agreement is amended by expanding the scope of service to include the following additional services:
 - 1. Consultant shall provide additional services to included historic preservation guidelines, roadway classifications, Unified Development Code User's Manual, and development scenarios (code testing) as identified in Attachment A.
 - 2. Attachment A to this Amendment No. 1 shall be additional work as agreed upon by Consultant and City, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement.
- B. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount of \$204,887 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.
 - 1. The compensation payable to the Consultant by this Amendment No. 1 shall be billed at the amounts set forth in the Attachment B.
 - 2. City must respond in writing with written approval prior to Consultant beginning work.

- C. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- D. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.
- E. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original.

4. Signature Section

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

MULTISTUDIO, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Graham Smith, Principal-In-Charge

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

David Wyatt, Assistant City Attorney

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

Attachment A

Scope of Service

Excerpt from Consultant Proposal dated May 8, 2024, Pages 1 – 6

ADDITIONAL SERVICES PROPOSAL - Revised

To support the Unified Development Code (UDC) update and process, three items have been identified for additional services. Those tasks include updating the City's Historic Preservation Guidelines for modernization and consistency, updating the City's Roadway Classifications of the city's Street Map, and creating a user's manual for the new Unified Development Code. Each of the tasks will shape the content of the new UDC and assist in implementation of the Pueblo Regional Comprehensive Plan. Within the scope of services for the UDC update work regarding the Historic Preservation Ordinance and the User's Manual was anticipated. Work on the UDC was going to integrate the existing Historic Preservation Codes into the UDC but did not anticipate evaluating or editing the existing preservation standards and processes. Similarly, the UDC process anticipated an evaluation of the procedures and workflows but did not expect to create or document new procedures, applications and workflows. Updating the roadway classification presents an opportunity to align the roadway definitions and designs to the UDC, specifically the Street Typologies that are anticipated in the Subdivision Regulations of the new UDC. The coordination of the Street Map, identifying desired roadway classifications, and the UDC, street types will encourage appropriate street design to support the adjacent development context. Each of the tasks outlined will support or enhance the UDC and its use.

It is anticipated that those tasks requiring public engagement will be aligned with the engagement opportunities defined for the Unified Development Code.

Tasks

- 1. Historic Preservation Guidelines** – to integrate and align the Historic Preservation Guidelines with the Unified Development Code the consultant team will undertake the following update process to the current preservation guidelines, based on the revised Standards of Appropriateness.
 - A. Analyze Current Regulations and Guidelines**
 - I. As part of the overall UDC process, the elements related to historic preservation regulation updates include general clean-up and formatting to align with the new UDC structure.
 - II. As part of the enhanced HP Regulations and Guidelines deep dive, we will provide targeted updates to the current preservation ordinance with a focus on standards of appropriateness criteria and process and the current design guideline documents, referenced below. Updates to the guidelines include alignment with UDC language, clean-up of non-contributing structure requirements, and process alignment.
 - III. *Staff / Commission Meeting (in-person)* - Meet with staff and possibly the Commission (schedule depending) to discuss observed challenges with current regulations and guidelines. Identify gaps and areas where the city wants to see improvement (such as Standards of Appropriateness process/criteria and non-contributing structure requirements).
 - a. Goal: Develop a comprehensive list of challenges and areas for improvement from the city to analyze and provide recommendations.

- b. Deliverables: Summary notes.
- IV. *Neighborhood Drive / Walk (in-person)* – Drive through and walk the current areas subject to neighborhood design guidelines, take photos, review the built environment against guideline criteria. The list includes Union Avenue and Northside Historic Districts, and the other areas such as Downtown and Bessemer that contain National Registry and Local Landmarked properties.
 - a. Goal: Immersion into the neighborhoods to observe the guidelines in practice. See how non-contributing structures relate to the rest of the built environment to inform the analysis and recommendations.
 - b. Deliverables: Observations / Recap memo.

B. Draft Recommendations

- I. *Alignment and Structure* – The consultant team will develop draft preservation UDC updates concurrently with the overall UDC update process and new structure. The proposed preservation updates will ensure there are no conflicts within code to the best of our knowledge and ability, working with staff to confirm the proposed direction for the updated language.
- II. *Review Criteria and Procedures* – Working with the main UDC development project procedures and processes within code, we will reinforce and incorporate review criteria and the process for local landmark and standards of appropriateness.
- III. *Guidelines* – We will work with city staff to make targeted updates to the current design guidelines to align process and procedure requirements with the new UDC language, to ensure consistency between the guidelines and the standards of appropriateness process and criteria, and to ensure no conflicts with new UDC language.
 - a. It is assumed the city will provide an editable file that our team can make these targeted updates to without re-creating the design guidelines documents. If conversion and formatting are needed to re-create the files, additional budget will be needed, depending on the current state of those documents and the time needed to reformat and structure the documents for the intended outcomes stated here.
 - b. Goal: Prepare draft UDC language and guidelines language for staff and the HPC Commission to review and provide comments on. We anticipate two rounds of review of the draft language by city staff before preparing the final language.
 - c. Deliverables: Draft UDC Preservation language (word format), Draft Guidelines targeted update language (word format).

C. Final Recommendations

- 1. *Final UDC Preservation Language* – Following final review by city staff, we will prepare the final language to be incorporated with the overall UDC code updates. These will be formatted consistently with the UDC structure.
- 2. *Final Guidelines Language* – Following final review by city staff, we will prepare the final targeted guidelines update language to align with UDC code updates. These will be presented to staff in word format. The guideline updates will run concurrently with the UDC language and update process.

Fee Estimate - \$48,500

2. **Roadway Classifications** - Update Street classifications to address both functional classification and community design, and coordinate street design and classification with the design and development standards in the UDC update. This involves the following tasks:

- Review and summary of current standards and classification system.
- Assessment of different contexts and street network patterns/conditions.
- Analysis of best practices and precedents.
- Initial drafts - Illustrated options and recommendations.
- Final drafts – recommended classification system.

A. **Current classification summary.** The consultant will review current plans, guidance, standards, or specifications affecting street classifications, and discuss finding with city staff. Specifically, the review will include:

- PACOG LRTP
- PACOG Bicycle Plans
- Pueblo street and streetscape plans

B. **Assessment of different contexts and street network patterns / conditions.** The consultant will assess the current classifications against existing conditions, including potential impact on land use, development patterns, or design outcomes. This assessment will build off the development pattern analysis conducted for the UDC update and focus on distinctions in the street networks throughout the city.

C. **Analysis of best practices and precedents.** The consultant will compare current classifications and street standards to street design best practices. This will be based on exemplary existing streets in the city, relevant and replicable examples from other communities, and/or industry guidance that reflects complete streets, multi-modal transportation, and community design strategies for context-based street design.

Tasks B. and C. will be discussed with city staff for a determination of issues, opportunities, and priorities regarding street design and a street classification system, and how this system can best coordinate with the UDC update.

D. **Initial Draft Local Roadway Classification System.** The consultant will propose a local classification system and street design approach that addresses both the larger street system planning and traffic management function and the more detailed street design and context-based strategy to better integrate streets with the places they support. This will involve two key components of each street – its functional classification and its design type. For example, functional classification typically addresses things like capacity and connectivity of a street over larger areas, where any street may typically cross through many contexts while serving a specific function of the system. Additionally, the design type determines specific design attributes of the street and streetscape on any one segment, and how it best supports abutting land uses, how it responds to the immediate street network around it, and how it transitions to different design types in other contexts along the street. The classification system will include:

- I. Illustrations and/or precedent examples of all design types in each functional class.
- II. Detailed standards and cross section dimensions for all types, which are typically made up of:
 - a. Pedestrian Zones – the area of the right-of-way dedicated to moving pedestrians.

- b. Amenity Zone – the area of the right-of-way dedicated to design features that support activity in the street, such as landscape, street trees, street furniture and fixtures, or gathering places.
 - c. Curb Zone – the area within the curb that is typically dedicated to parking, bike lanes, alternative vehicle or micro-mobility accommodations, or transit stops.
 - d. Travel Lanes – the portion of the street reserved for moving automobiles, and where the target speeds are directly reflected by the width of the lanes.
- III. Approach to application of the street types – through planning documents, policy guidelines, and/or the UDC update.
- IV. Integration of the street design types with specific development standards in the UDC project, including relationship to specific development standard concepts and support of engagement activities supporting the UDC update.
- V. Implementation – description and illustration of the potential implementation of changes to the existing street network. Anticipated methods to be documented include:
 - a. Tactical – small changes to specific design elements to implement the desired street design.
 - b. Interim – temporary changes to implement the desired street design in anticipation of a larger capital investment in the future.
 - c. Incremental – small changes over time that build to the implementation of the desired street design.
 - d. Capital – rebuilding of the roadway through a targeted, planned, investment.
- E. **Recommended Draft Local Classification System.** Through discussion of the initial draft with city staff, the consultant will adjust recommendations, refine strategies, and recommend a classification system that meets the city’s planning and design priorities with respect to street design and classifications.

Fee Estimate - \$63,250

3. Unified Development Code - User’s Manual – the drafting of the new Unified Development Code will include an update of the procedure and processes associated with development. The update will also include an assessment of the forms, applications, and supporting documents for the development review processes. The new procedures and application assessment will provide the foundation to establish and document a more efficient and effective public application and review process, which will be prepared through and Unified Development Code User’s Manual. The following process will be used to align the procedures, applications, internal processes (workflows) to ensure efficiency, effectiveness, and clear understanding by all involved.

- A. **Process Mapping** - As part of the overall UDC process, new and streamlined review processes will be explored and created in line with state statutory guidance.
 - I. The enhanced process mapping goes above and beyond the regulatory decision-making process and explores the internal and inter-agency review process to identify procedural efficiencies regarding the step-by-step review of all applications. Our team will conduct four process mapping workshops with planning and engineering development review staff. These workshops will include an introduction to process improvement and common tools used, current state mapping for one administrative and one public hearing process, and activities to analyze process tasks and identify areas for improvement/refinement within the current process – leading to a final future state mapping workshop.

- a. Initial Mapping Sessions: We propose two four-to-five-hour initial mapping sessions to be conducted early in the process. These sessions will help guide internal procedure updates and areas that can be cleaned up and refined within the UDC procedures section (in addition to general procedure improvements as part of the UDC effort). Our process specialist will work with staff to conduct a series of activities during the two sessions that will guide internal staff level efforts. The plan is to conduct these two mapping activities on back-to-back days to maximize budget efficiency and travel time.
 - i. Goals: Map current state processes for one administrative typical application and one public hearing typical application to establish a baseline of every task completed by planning and engineering development review staff. Identify areas of improvement within the current process that can guide internal improvements and efforts, as well as updates as part of the UDC procedures chapter. For the effort to be successful, core staff need to be present and participate during the workshop.
 - ii. Deliverables: Current State process maps (x2), associated tools/resources
 - b. Final Mapping Sessions: Slightly different than the initial mapping session, the final mapping sessions will take place once the initial revisions to the UDC procedures are in place and following internal process improvement efforts by city staff. We will map a new future state map, building from the initial current state processes. We envision two four-hour mapping activities on back-to-back days with planning and engineering development review staff. We will work on the same two administrative and public hearing projects mapped under the initial mapping workshops.
 - i. Goals: Create future state maps that support updated UDC procedures, internal workflows, and areas for continuous improvement for city staff. This step will also support the User's Manual component.
 - ii. Deliverables: Future State process maps (x2), associated tools/resources
- B. Draft Recommendations – preliminary recommendations regarding the procedures, applications, workflows and hearing/meeting calendar will be provided to the city staff for review and discussion.
 - I. Procedures – draft procedures, by type, simplified from the Unified Development Code and illustrated for graphic understanding. The procedures will also document and illustrate staff interactions and contributions (simplified workflows), process timelines.
 - II. Applications – draft revised applications with alignment of information requested to the specific process.
 - III. Workflows – draft internal activities and timelines to support the development review processes.
 - IV. Public Hear / Meeting Calendar – revised calendar to outline the timeline and key dates from pre-application through the effective date of the action.
- C. User's Manual – the manual will document the necessary procedures, timelines, and application information, to illustrate the varied processes required by different development approvals. The user's manual will be prepared for use by applicants who submit proposals under the new development code, city staff that conduct development review, and public officials that review development applications. The User Manual will identify key elements of the new Unified Development Code, how the standards may impact development applications of various types, help users assemble applications, and define the review and approval process. This manual can help applicants better identify how their proposals meet the standards and criteria and can help staff and public officials by ensuring complete and well-presented applications. Where possible

the different elements of the User's Manual will be represented graphically for a clear understanding of the intent, standard, or process.

- I. Procedures – The user's manual will document these processes and align them with the appropriate applications, timelines, and workflows for subdivision, site plan, rezoning, special/conditional use permits, variances, and appeals processes.
- II. Applications – New applications, targeting the necessary information for a specific type of submittal, will be prepared, and included in the user's manual.
- III. Process Mapping – Based on the procedure, timeline, and application requirements, efficient and effective internal workflows will be documented, for internal use. Staff engagement in the review and approval processes will be included in the User's Manual. The workflows will be assessed against the current online platforms for development review and permitting used by the City of Pueblo.

Fee Estimate - \$62,250

4. **Development Scenarios – Code Testing** – the preliminary draft Unified Development Code will be tested through its application to a variety of development scenarios. The scenarios, or actual past development proposals, will be prepared for review and discussion of the preliminary draft code. The consultant team will work with the city staff and development community to ensure that the code addresses those issues and procedures necessary. From the review and discussion, recommended revisions to the Unified Development Code draft will be prepared and incorporated into a final draft for review.
 - A. Development Scenarios – a variety of development scenarios will be prepared by staff and the consultant team. Alternatively, or in conjunction with the scenarios, past specific applications, provided by staff, may be used to assess the draft code. The scenarios will focus on typical applications for platting, site plan review, rezoning, conditional use permits, exceptions, variances, & planned development.
 - B. Test Workshop – a two-day, in-person workshop will be held to walk through the application of the preliminary draft code, and specific standards and procedures to the typical development scenarios. A cross section of code users, including city staff – planning & community development, public works, housing & citizen services, parks & recreation, transit, law, and fire will be engaged with the consultant team to assess the application of the code to each scenario. If desirable, the members of the development community – developers, designers, and engineers, may be asked to participate in the workshop.
 - C. Recommended Revisions – revisions to the draft Unified Development Code will be made based on the discussions and decisions made during the workshop. The revision will be incorporated in the Final Draft for review by staff, and steering committee, and ultimately for use in the Adoption Draft and Formal Public Hearings. Additionally, the workshop outcomes and code revisions will contribute to the preparation of the User's Manual.

Fee Estimate - \$30,887

Attachment B

Fee Schedule

Excerpt from Consultant Proposal dated May 8, 2024, Page 6

Total Fee:

1. Historic Preservation Guidelines Update -	\$48,500
2. Street Classification -	\$63,250
3. Unified Development Code User's Manual –	\$62,250
4. <u>Development Scenario Review</u>	<u>\$30,887</u>
TOTAL -	\$204,887

Additional Information for Agreement

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan

PERA Questionnaire

Insurance Certificate(s)



MULTISTUDIO INC

Unique Entity ID XHTTB EY8N427	CAGE / NCAGE 9P1U4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 29, 2024	
Physical Address 4200 Pennsylvania AVE Kansas City, Missouri 64111-6922 United States	Mailing Address 4200 Pennsylvania AVE Kansas City, Missouri 64111-6922 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Missouri 05	State / Country of Incorporation Kansas / United States	URL https://www.multi.studio/

Registration Dates

Activation Date Sep 13, 2023	Submission Date Aug 30, 2023	Initial Registration Date Aug 18, 2023
--	--	--

Entity Dates

Entity Start Date Dec 30, 1985	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 9P1U4

Points of Contact

Electronic Business

 Carrie Mabee	4200 Pennsylvania AVE Kansas City, Missouri 64111 United States
---	---

Government Business

 Julie Charvat	4200 Pennsylvania AVE Kansas City, Missouri 64111 United States
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Service Classifications

NAICS Codes

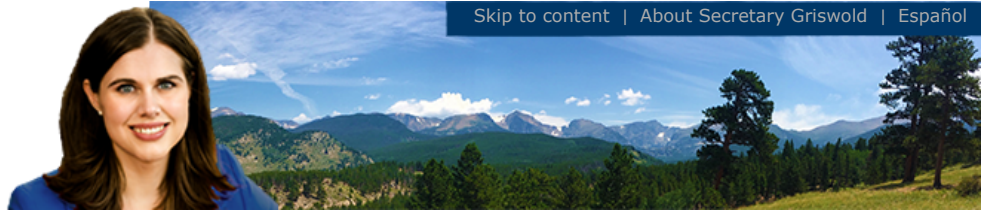
Primary	NAICS Codes	NAICS Title
Yes	541310	Architectural Services
	541320	Landscape Architectural Services
	541410	Interior Design Services
	541430	Graphic Design Services
	541490	Other Specialized Design Services

Product and Service Codes

PSC	PSC Name
C211	Architect And Engineering- General: Landscaping, Interior Layout, And Designing

Disaster Response

This entity does not appear in the disaster response registry.



For this Record...
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[FAQs, Glossary and Information](#)

Summary

Details			
Name	Multistudio, Inc.		
Status	Good Standing	Formation date	08/25/2017
ID number	20171646701	Form	Foreign Corporation
Periodic report month	August	Jurisdiction	Kansas
Principal office street address	4200 Pennsylvania Avenue, Kansas City, MO 64111, United States		
Principal office mailing address	4200 Pennsylvania Avenue, Kansas City, MO 64111, United States		

Registered Agent	
Name	C T Corporation System
Street address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, United States
Mailing address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, United States

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Multistudio, Inc.

is an entity formed or registered under the law of Kansas , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20171646701 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 05/16/2024 that have been posted, and by documents delivered to this office
electronically through 05/17/2024 @ 15:34:24 .

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 05/17/2024 @ 15:34:24 in accordance with applicable law.
This certificate is assigned Confirmation Number 16047334 .



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."

POLICY STATEMENT ON BEHALF OF PROTECTED VETERANS AND INDIVIDUALS WITH A DISABILITY – 41 CFR §§ 60- 300.44(A), 741.44(A)

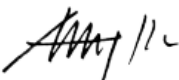
January 1, 2023

It is the policy of Multistudio, Inc. (Multistudio) not to discriminate against any employee or applicant for employment because he or she is a qualified individual with a disability, a disabled veteran, a newly separated veteran, a campaign veteran, or an armed forces service medal veteran (i.e., qualified protected veterans). It is also Multistudio's policy to take affirmative action to employ and to advance in employment all persons regardless of their status as qualified individuals with disabilities or qualified protected veterans, and to base all employment decisions only on valid job requirements. This policy shall apply to all employment actions including, but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, at all levels of employment.

Employees of and applicants to Multistudio will not be subject to harassment, intimidation, threats, coercion, or discrimination because they have engaged or may engage in filing a complaint, assisting in a review, investigation, or hearing or have otherwise sought to obtain their legal rights related to any federal, state, or local law regarding equal employment opportunity for qualified individuals with disabilities or qualified protected veterans.

As National Managing Principal of Multistudio, I am committed to the principles of affirmative action and equal employment opportunity. In order to ensure dissemination and implementation of equal employment opportunity and affirmative action throughout all levels of the company, I have selected the Director of Human Resources as the Equal Employment Opportunity (EEO) Coordinator for Multistudio. One of the duties will be to establish and maintain an internal audit and reporting system to allow for effective measurement of the organization's programs. Results will be reported to me.

To further our policy regarding affirmative action and equal employment opportunity, Multistudio has developed the written Affirmative Action Program for Individuals with Disabilities and Protected Veterans that sets forth the policies, practices, and procedures, which we are committed to applying in order to ensure that our policy of non-discrimination and affirmative action for qualified individuals with disabilities and qualified protected veterans is accomplished. The Affirmative Action Program for Individuals with Disabilities and Protected Veterans is available for inspection by any employee or applicant for employment upon request, during normal business hours. Interested persons should contact the Director of Human Resources/EEO Coordinator at 816-701-5485.


Anthony G. Rohr
National Managing Principal

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

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

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

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

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

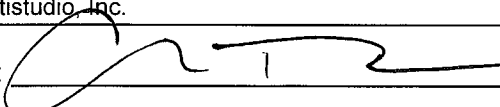
(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA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

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

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

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

Company Name: Multistudio, Inc.

Authorized Signature:  Title: Vice President , Director of Finance and Operations

Printed Name: Casey Thomas Date: 11/16/2023



CERTIFICATE OF LIABILITY INSURANCE

9/10/2024

DATE (MM/DD/YYYY)

11/16/2023

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

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

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: The Continental Insurance Company	35289
INSURED	MULTISTUDIO, INC. 1344321 4200 PENNSYLVANIA AVENUE KANSAS CITY MO 64111	INSURER B: Fireman's Fund Indemnity Corporation	11380
		INSURER C: National Fire Insurance Co of Hartford	20478
		INSURER D: Valley Forge Insurance Company	20508
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20067696

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	N	5099654653	9/10/2023	9/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	6020174124	9/10/2023	9/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	6020174138 (AOS) 6020174172 (CA)	9/10/2023 9/10/2023	9/10/2024 9/10/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	USF04520723	9/10/2023	9/10/2024	\$1,000,000 PER CLAIM & AGGREGATE

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

RE: PROJECT NAME: BID 23-081A UNIFIED CODE DEVELOPMENT. CITY OF PUEBLO, ITS OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/ EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

20067696
CITY OF PUEBLO
230 S. MECHANIC
PUEBLO CO 81003

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

AUTHORIZED REPRESENTATIVE

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 CONSULTING SERVICES IN THE AMOUNT OF \$196,470.00 TO GROUND ENGINEERING CONSULTANTS, INC., A COLORADO CORPORATION, FOR PROJECT NO. 24-040 SPECIAL INSPECTION AND MATERIALS TESTING - FIRE STATIONS 6, 8, AND 11, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Consulting Services to GROUND Engineering Consultants, Inc., to render certain professional materials testing, special inspection services, and related services. GROUND Engineering Consultants, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of \$196,470.00.

PREVIOUS COUNCIL ACTION:

Ordinance 10110, dated February 14, 2022, established Fire Station 6, 8, and 11 Project, account Project CI2205, transferred \$600,000.00 from the unappropriated fund balance of the general fund, and budgeted and appropriated \$600,000.00.

Ordinance 10188, dated June 13, 2022, transferred \$609,245.00 from the unappropriated fund balance of the general fund, and budgeted and appropriated \$609,245.00.

Ordinance, 10202, dated June 27, 2022, transferred \$270,000.00 from the "2022" unappropriated fund balance of the general fund, and budgeted and appropriated \$270,000.00.

Resolution 14938, dated July 11, 2022, awarded an agreement for Professional Design Services to Allred and Associates for Design and Engineering services of new Fire Stations 6, 8, and 11.

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 22, 2024, by Ordinance No. 10640, City Council authorized the establishment of the Debt Service Fund No. 304 - COP-Fire Stations.

On March 11, 2024, by Ordinance No. 10670, City Council authorized the establishment of the Capital Projects Fund No. 456 – Fire Stations, budgeted and appropriated the proceeds received from the issuance of the Series 2023 Certificates of Participation and all future funds received into Fund No. 456.

Resolution 15609, dated April 22, 2024, awarded a construction contract in the amount of \$32,686,806 to Nunn Construction for Project No. 24-010, Construction of Fire Stations 6, 8, and 11, setting forth \$1,518,194 for contingencies.

Resolution 15637, dated May 13, 2024 established Project CI2435 - Fire Station No. 6, 8, and 11 in Fund 456 - Fire Stations for \$33,500,000.

BACKGROUND:

The Fire Station 6, 8, and 11 project consists of the construction of three (3) fire stations of approximately 14,000 square feet each, which will incorporate Net-Zero Energy principals, and are relatively similar in design. Each fire station incorporates similar floor plan and building structure. Nunn Construction was awarded a construction contract to build all 3 fire stations.

As part of the construction, the Pueblo Regional Building Department and the City of Pueblo require additional 3rd party material testing and special inspections. GROUND Engineering Consultants, Inc were selected as the most advantageous and in the best interest of the City of Pueblo to provide the testing and inspections during construction.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$196,470.00 will be paid from CI2435 – Fire Stations 6, 8, and 11.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in cancelation of the special inspection and material

testing; which are required for the construction of the fire stations. Canceling the special inspections and material testing project will require that the construction of the fire stations be canceled as well.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-040 DRAFT Ground Engineering Agreement for Special Inspections Fire Stations 6 8 11

RESOLUTION NO. 15651

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$196,470.00 TO GROUND ENGINEERING CONSULTANTS, INC., A COLORADO CORPORATION, FOR PROJECT NO. 24-040 SPECIAL INSPECTION AND MATERIALS TESTING - FIRE STATIONS 6, 8, AND 11, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of GROUND Engineering Consultants, Inc., for Project No. 24-040 Special Inspection and Materials Testing - Fire Stations 6, 8, and 11, has been received and examined; AND,

WHEREAS, the Proposal of GROUND Engineering Consultants, 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. 24-040 Special Inspection and Materials Testing - Fire Stations 6, 8, and 11 to be performed, and the Contract for said services is hereby awarded to GROUND Engineering Consultants, Inc., in the amount of \$196,470.00.

SECTION 2.

Funds for said Agreement shall be paid from Project No. CI2435 - Fire Stations 6, 8, and 11.

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.

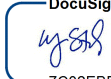
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**DRAFT AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
GROUND ENGINEERING CONSULTANTS**

24-040 SPECIAL INSPECTION AND MATERIALS TESTING –
FIRE STATIONS 6, 8 AND 11

DRAFT AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND GROUND ENGINEERING CONSULTANTS

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 GROUND Engineering Consultants, Inc., a Colorado corporation (hereinafter referred to as "Consultant"), for Consultant to render certain professional materials testing, special inspection services, and related services for City in connection with Bid 24-040 Special Inspection and Materials Testing - Fire Stations 6, 8, and 11, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

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

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work (along with services performed by Consultant's subconsultants and subcontractors) and all inspection reports, project correspondence, certifications associated with the inspections performed, and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.
- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.
- D. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 3 ("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, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

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

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Services” and Section 2 of this Agreement. Consultant and City shall develop a work schedule 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 \$196,470.00 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 this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

1. The services will be requested by the City's Project Manager on an as needed basis and Consultant shall only invoice for actual time and work performed. No amount of time, work, and/or service shall be guaranteed by City to Consultant.
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 inspection reports, project correspondence, certifications associated with the inspections performed, and other documents or 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 local standard of practice, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All inspection reports, project correspondence, certifications associated with the inspections performed, 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, inspection details, reports, certifications, technical data, 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, 200 E. D Street, Pueblo, CO, 81003; or to the Consultant, Ground Engineering Consultants, Inc., Attn: Troy Anderson, Principal, 4179 Sinton Road, Colorado Springs, CO, 80907. 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 24-040 Special Inspection and Materials Testing - Fire Stations 6, 8, and 11 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 \$150,000 deductible.

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 complete the Colorado PERA Questionnaire and the completed form shall be included as an Additional Information of the signed Agreement.

13. SCHEDULES

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

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

14. SIGNATURE

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

(Signatures on following page.)

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

GROUND ENGINEERING CONSULTANTS, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Troy Anderson, Principal

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

Carla Sikes, City Attorney

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

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated April 16, 2024, Sections 3.4 and 3.7

3.4. Duties of the Consultant

The Consultant inspectors shall familiarize themselves with all applicable portions of the Contract Documents pertaining to the area of work and shall perform their duties in such a manner that neither fabrication nor construction is unnecessarily delayed or impeded. In no instance shall the inspector recommend or prescribe a method of repair for a defect.

3.7. Scope of Service

A. General.

1. All deliverables must be submitted in electronic format as agreed upon at time of task assignment.
2. Provide special inspections and materials testing services to ensure compliance with applicable International Building Codes/Regulations, construction drawings, specifications and quality control required by the contract documents or as requested by the City of Pueblo.
 - a. The Consultant shall submit special inspection reports and tests to the Building Official, Structural Engineer of Record, Contractor, per International Building Code (IBC) Section 1704.2 when required. The reports shall indicate whether work inspected or tested conformed to the approved construction documents, and following any other procedures outlined therein. Test reports shall include a description of deficiencies noted, and corrective action undertaken to resolve such deficiencies.
 - b. Construction Material Testing reporting shall be delivered to the project team within 48 hours of the site visit.
 - c. Deficiencies observed shall immediately be brought to the attention of the Contractor's field superintendent and trade foreman. In the event deficiencies are not corrected, or if an interpretation of the contract documents is required, the Consultant shall immediately notify the Architect.
 - d. The Consultant shall maintain a deficiency list of all items not corrected and shall reinspect the area after the deficiency has been corrected. The list shall include a description of the deficiency, the date and time the deficiency was observed, who was notified, the date of reinspection and description of corrective action taken. Distribute the deficiency list at least once per month.

- e. The testing and inspection agency shall submit to the building official a final report documenting special inspections and tests per IBC section 1704.2.4 and reports and certificates per IBC 1704.5.
- f. For third party building department inspections, Consultant must coordinate appropriate reporting with the permitting authority.
- g. Written reports of each inspection, test or similar service shall include, but not be limited to:
 - Date of issue.
 - Project title and number.
 - Dates and locations of samples and tests or inspections.
 - Names of individuals making the inspection or test.
 - Designation of the work and test method.
 - Identification of product and specification section.
 - Complete inspection or test data.
 - Test results and interpretation of test results.
 - Ambient conditions at the time of sample taking and testing.
 - Comments of professional opinion as to whether inspected or tested work complies with
 - Contract Document requirements.
 - Name and signature of laboratory inspector.
 - Recommendations on retesting.
- B. Schedule. Prior to commencement of work, Consultant will work with the Contractor and project team to develop an inspection plan for the duration of the construction project. Facilitate scheduling any required tests and testing laboratory visitations required by the Contract Documents. Observe and record dates, times, and outcomes for all test procedures.
- C. Contractors Timeline. The Consultant shall work within the Contractor's timeline and construction schedule and shall provide testing and inspection as needed to keep the project progressing on schedule. The Consultant must be available to perform required testing and inspections with a reasonable notice, usually 24 hours, by the General Contractor, Owner, Owner's Representative or the Design Team.
- D. Meetings. Attend any meetings required in contract documents or by the project team.
- E. Requirements. Consultant shall comply with all federal, state, county, and local governmental requirements.
- F. Completion of Project. At completion of the project, deliver all inspection records, project correspondence, and certifications associated with inspections performed to the City of Pueblo.

- G. Site Operations. Consultant shall be aware that work will be performed on an occupied site. Consultant shall provide notification to the General Contractor, Owner and Owner's Representative prior to mobilizing for the subsurface investigation. Inspectors and testers shall abide by all safety, security, required clean-up and parking requirements of the General Contractor while on site during construction and shall not carry onto the site any items prohibited by law.

Schedule 2

Fee Schedule

Excerpt from Consultant's Pricing Proposal dated May 8, 2024 and

Excerpt from Consultant's Proposal dated May 8, 2024, Fee Schedule, Page 18

Fire Station 6 - Labor and Time Estimates					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Soils Technician	220	Hours	\$60.00	\$13,200.00
2	Concrete Technician	170	Hours	\$60.00	\$10,200.00
3	Asphalt Technician	34	Hours	\$60.00	\$2,040.00
4	Reinforcing Steel Technician	59	Hours	\$75.00	\$4,425.00
5	Masonry Technician	100	Hours	\$75.00	\$7,500.00
6	Structural Steel/Welding (on-site)	45	Hours	\$95.00	\$4,275.00
7	Excavation/Open Hole Technician	6	Hours	\$105.00	\$630.00
8	Cast-in-Place Foundation Inspection	25	Hours	\$75.00	\$1,875.00
9	Wind Resistance Inspection	18	Hours	\$95.00	\$1,710.00
10	Sprayed Fire-Resistant Material Inspection	15	Hours	\$85.00	\$1,275.00
11	Fire-Resistant Coatings Inspection	10	Hours	\$95.00	\$950.00
12	Fire-Resistant Penetrations & Joints Inspection	14	Hours	\$105.00	\$1,470.00
13	Smoke Control Inspection	10	Hours	\$105.00	\$1,050.00
	Total				\$50,600.00
Fire Station 6 - Laboratory Testing					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Laboratory Testing and Labor	1	LS	\$12,365.00	\$12,365.00
Add Alternate - Fire Station 6					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	EIFS Inspection	10	Hours	\$95.00	\$950.00

Fire Station 8 - Labor and Time Estimates					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Soils Technician	236	Hours	\$60.00	\$14,160.00
2	Concrete Technician	184	Hours	\$60.00	\$11,040.00
3	Asphalt Technician	18	Hours	\$60.00	\$1,080.00
4	Reinforcing Steel Technician	62	Hours	\$75.00	\$4,650.00
5	Masonry Technician	100	Hours	\$75.00	\$7,500.00
6	Structural Steel/Welding (on-site)	45	Hours	\$95.00	\$4,275.00
7	Excavation/Open Hole Technician	6	Hours	\$105.00	\$630.00
8	Cast-in-Place Foundation Inspection	25	Hours	\$75.00	\$1,875.00
9	Wind Resistance Inspection	18	Hours	\$95.00	\$1,710.00
10	Sprayed Fire-Resistant Material Inspection	15	Hours	\$85.00	\$1,275.00
11	Fire-Resistant Coatings Inspection	10	Hours	\$95.00	\$950.00
12	Fire-Resistant Penetrations & Joints Inspection	14	Hours	\$105.00	\$1,470.00
13	Smoke Control Inspection	10	Hours	\$105.00	\$1,050.00
	Total				\$51,665.00
Fire Station 8 - Laboratory Testing					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Laboratory Testing and Labor	1	LS	\$12,575.00	\$12,575.00
Add Alternate - Fire Station 8					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	EIFS Inspection	10	Hours	\$95.00	\$950.00

Fire Station 11 - Labor and Time Estimates					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Soils Technician	264	Hours	\$60.00	\$15,840.00
2	Concrete Technician	183	Hours	\$60.00	\$10,980.00
3	Asphalt Technician	27	Hours	\$60.00	\$1,620.00
4	Reinforcing Steel Technician	59	Hours	\$75.00	\$4,425.00
5	Masonry Technician	100	Hours	\$75.00	\$7,500.00
6	Structural Steel/Welding (on-site)	45	Hours	\$95.00	\$4,275.00
7	Excavation/Open Hole Technician	6	Hours	\$105.00	\$630.00
8	Cast-in-Place Foundation Inspection	25	Hours	\$75.00	\$1,875.00
9	Wind Resistance Inspection	18	Hours	\$95.00	\$1,710.00
10	Sprayed Fire-Resistant Material Inspection	15	Hours	\$85.00	\$1,275.00
11	Fire-Resistant Coatings Inspection	10	Hours	\$95.00	\$950.00
12	Fire-Resistant Penetrations & Joints Inspection	14	Hours	\$105.00	\$1,470.00
13	Smoke Control Inspection	10	Hours	\$105.00	\$1,050.00
	Total				\$53,600.00

Fire Station 11 - Laboratory Testing					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Laboratory Testing and Labor	1	LS	\$12,815.00	\$12,815.00

Add Alternate - Fire Station 11					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	EIFS Inspection	10	Hours	\$95.00	\$950.00

GRAND TOTAL - All Stations Labor and Time Estimates, Laboratory Testing, and Add Alternates	\$196,470.00
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MATERIAL TESTING AND SPECIAL INSPECTION

MANAGEMENT AND ENGINEERING

Rates are hourly and time is round trip from office to project site and return

• Soil, Concrete and Asphalt Testing	\$60.00	• Project Management-Review/Supervision	\$125.00
• Rebar, Masonry, Piers, CTS	\$75.00	• Senior Project Engineer/Geologist	\$200.00
• Post Tension, Spray Applied Fireproofing	\$85.00	• Project Engineer/Geologist	\$160.00
• Pipe Insp., FF/FL, Coring, Slab Moist., Pull Test	\$95.00	• Staff Engineer/Geologist	\$120.00
• Retaining/Soil Nail Wall Observation	\$95.00	• Open Hole, Field Engineer	\$120.00
• Concrete, Precast Inspection	\$105.00	• Principal Engineer, Senior Project Manager	\$235.00
• Certified Welding Inspector (CWI)	\$95.00	• Overtime (Over 8hrs/day, weekends, after 6pm)	rate + \$15.00
• Certified Building Inspector	\$95.00	• Trip Charge (covers vehicle and equipment)	\$15.00
• Certified Fire Stop Inspector	\$105.00	• Interest charged after 30 days from invoice date	1.5%
• Late Notice Request (per occurrence)	\$75.00		

Fees for late notice service requests include requests made after 5:00 PM the week day prior to or the day of the requested service. The unit fee will only be charged if our office can accommodate the request, there are no guarantees that late notice requests will be accommodated but we will make every reasonable effort.

MISCELLANEOUS

These units are on a project by project basis and will only apply as detailed in the proposal

• Construction and Quality Management, Civil Inspection	Quote	• Mobile Laboratory and Outside Lab Services	Quote
• Out-of-town living, travel, equip. rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer			Quote

LABORATORY TESTING

Soil and Aggregate		Concrete	
Proctor Compaction	\$130.00	Concrete Compression Test, Cylinders (each)	\$18.00
Proctor Compaction with Rock Correction	\$200.00	2 X 2 in. Cube Compressive Strength	\$50.00
Atterberg Limit (Single Point)	\$85.00	Core Compressive Strength (shotcrete/concrete)	\$75.00
Gradation	\$75.00	Compressive Strength-CLSM Cylinders	\$75.00
No. 200 Wash	\$50.00	Concrete Flexural Test, Beams	\$70.00
Gradation and Hydrometer	\$200.00	Maturity Data Logger (each)(bluetooth)	\$200.00
Specific Gravity of Fine Aggregate	\$110.00	Maturity Data Logger (each)(wired)	\$100.00
Natural Density and Moisture Content	\$20.00	Moisture Coupons (each)	\$150.00
"R"-Value	\$425.00	Relative Humidity Sensors (ASTM F2170) (each)	\$150.00
Soil Cement Proctor	\$200.00	Shotcrete Comp. Str. (per panel)(up to 3 cores)	\$225.00
Compressive Strength of CTS (per set of 4)	\$400.00	Maturity Meter Strength Correlation	\$2,500.00
Compressive Strength of CTS (each)	\$100.00	Concrete Mix Trial Blend	\$6,500.00
CDOT (ph, Resistivity, Chlorides, Sulfates)	\$280.00	Asphalt	
pH	\$55.00	AC Content and Extracted Gradation	\$190.00
Water Soluble Sulfates	\$60.00	Sp.G.(SSD), Stability, Flow (Marshall)	\$450.00
Carbonate Content of Soils	\$200.00	Specific Gravity (SSD) and Voids (Gyratory)	\$325.00
Permeability (Triaxial or Flex-wall)	\$450.00	Theoretical Maximum Specific Gravity	\$125.00
Alkali Silica Reactivity	\$475.00	Modified Lottman (TSR)	\$400.00
Denver Swell	\$100.00	Ignition Oven Calibration	\$615.00
Direct Shear	\$900.00	Bulk Sp. Gr. of Comp. Asphalt Cores (per lift)	\$45.00
Sand Equivalent	\$110.00	Stability (Gyratory) Hveem	\$150.00
Relative Density	\$275.00	Asphalt Moisture Content	
Clay Lumps and Friable Particles	\$65.00	Micro Deval	\$300.00
Flat or Elongated Particles	\$90.00	Masonry	
Sulfate Soundness	\$450.00	Mortar Compressive Strength	\$50.00
Fractured Faces	\$85.00	Masonry Prism Comp. Strength	\$125.00
Los Angeles Abrasion	\$200.00	Grout Compressive Strength	\$75.00
Uncompacted Voids	\$110.00	Compressive Strength CMU/Brick Coupon	\$125.00
Specific Gravity of Coarse Aggregate	\$70.00		
Soil Stabilization Mixture Analysis	\$3,500.00		

Lab Rush Charge \$250.00

Estimated lab test completion time is 4 to 6 weekdays for most standard tests. You may request an expedited turnaround and receive an estimated time of completion for an additional \$250 per lab test.

Schedule 3

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated May 8, 2024, Pages 20 - 27

Certifications

- CDOT Basic Highway Math
- CDOT Basic Highway Plans Reading
- CDOT Basic Highway Construction Surveying
- CCA Traffic Control Supervisor
- CDOT Concrete Pavement Inspector
- Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- ACI Concrete Strength Testing Technician
- CAPA Level A - Laydown
- CAPA Level B – Plant Materials Control
- WAQTC Embankment and Base Testing Technician
- PTI Level 1 & 2 Unbonded PT Inspector
- NICET Level 1

Years of Experience

16

Years with Ground

10

Josiah Johnson

Colorado Springs Area Manager / CDOT Senior Inspector

Josiah is the Colorado Springs Area Manager and a senior transportation inspector with 10 years of experience here at GROUND in heavy civil inspection, special inspections and construction materials testing. Josiah is currently serving as the Colorado Springs Area Manager. He has experience on a variety of projects including heavy civil infrastructure with bridges and highways, municipal infrastructure, as well as commercial and industrial buildings.

Josiah's responsibilities have included:

- Coordination and scheduling of personnel across 11 mile project with multiple work locations and contractors
- Review of documentation and compilation of testing results
- Concrete pavement inspection and testing
- Chemically stabilized subgrade inspection and testing
- Soils, concrete, and asphalt testing (field and laboratory) proof rolling inspections
- Retaining wall construction testing and inspections
- Bridge deck rehabilitation inspections
- Bridge deck adhesion testing
- Rebar pull testing
- Post-tension tendon special inspections and elongation reporting
- Sanitary and storm sewer pipe installation inspection
- Reinforcing steel special inspection

His responsibilities have also included staff training, coordination, and client contact and service.

Commercial

C4C Switchbacks Stadium, Springs at Foothills Farms, Cinemark at Interquest, Peterson Air Force Base Working Dog Facility, 33RD Street Pump Station and Intake Project, Palmer Lake Ped Bridge, Ute Pass Piping Project, 7-11 Colorado Springs

Education

Pueblo East High School, Pueblo, CO; Centennial High School, Pueblo, CO; Stratmoor Hills Elementary School, Colorado Springs, CO. Stratton Meadows Elementary School, Colorado Springs CO; Grand Peak Academy, Colorado Springs, CO.

Dam & Reservoir

Antero Dam Rehabilitation, Park County, CO; Marston Dam and Forebay, Denver, CO; Fort Peck Plunge Pool Rehabilitation, MT

Aviation

Centennial Airport Taxiway C Extension, CO; Buckley Air Force Base Runway 14/32, Aurora, CO

Land Development

Stapleton Redevelopment, Denver, CO; DIA High Point, Aurora and Denver, CO; Widefield Parks and Recreation Facility Expansion;

High-Rise

100 Steele Street, Denver, CO; Lincoln Station, Lone Tree, CO

Roadway/Highway

C-470 I-25 to Wadsworth Design Build

Josiah served as the Process Control Senior Materials Lead for the \$290 million project. He provides field inspection and testing throughout the project including MSE walls, chemically stabilized subgrade, concrete pavement, deep foundations, bridge deck rehabilitation, site concrete, drainage improvements, embankments, and structural fill. Josiah is responsible for coordination of process control personnel with the project team including the design-build contractor, CDOT personnel, consultant IC/QC, and a variety of subcontractors. He manages, schedules, and provides training and project document interpretation for the team of up to 12 GROUND personnel including review of documentation, coordination of hold points, field dispute resolution, develops testing summaries for inclusion into ACONEX, and daily project meetings. (November 2016 – January 2020)

I-225/Parker Road Interchange, Denver, CO; Baptist Road West (I-25 to Forest Lake D), Colorado Springs, CO

Josiah provided quality control soils, concrete, and asphalt testing for the civil projects.

Paseo Road and Bridge and Trail Project; Platteville Turn Lanes; Platteville Boulevard Water Main Replacement; Platteville Boulevard Waterline; Pueblo West Sewer Forcemain Replacement; Siesta to Tequila Looping Waterline;

Education

- **Devry University**

- Graduated in June 2009 with a BS Business Administration

Certifications

- Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- WAQTC
- CAPA A
- PTI – Level 1 & 2
- Spray Applied Fire Proofing
- ICC Masonry
- ICC Reinforcing Steel
- ICC Soil
- Nicet level 2 Soil
- Nicet level 2 Asphalt
- Nicet level 1 Concrete

Years of Experience

10

Years with GROUND

6

Mitchell “Mitch” Black

Field Technician

Mitch is a field technician with over 10 years of experience in construction, providing materials testing, special inspections and civil inspections for 6 years. He has performed services on many construction projects including commercial, industrial, multifamily residential, airports, municipal infrastructure and heavy civil infrastructure including bridges, highways.

Mitch has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- soils testing (field and laboratory)
- proof rolling inspections
- retaining wall construction testing and inspections
- drilled piers inspection
- concrete testing (field and laboratory)
- structural masonry special inspections and testing
- sanitary and storm sewer pipe installation inspection
- Reinforcing steel special inspection
- fire proofing thickness and density inspections
- drill and epoxy observations
- post tension special inspection

His responsibilities have also included report compilation, staff training, coordination, and client contact and service.

Roadway/Highway

CDOT CO21 & Research Parkway, Colorado Springs, CO; I-25 Bridge Replacement, Pueblo, CO; Academy Boulevard over Cottonwood Creek, Colorado Springs, CO; CDOT Walsenburg ADA Project, Walsenburg, CO, Brighton Boulevard – 44th Avenue to Jackson Creek Parkway, Monument, CO; Highway 94 Passing Lanes, Colorado Springs, CO;

Schools

Pueblo East High School, Pueblo, CO; Centennial High School, Pueblo, CO; Franklin School of innovation, Pueblo, CO; Stratton Meadows Elementary School, Colorado Springs, CO; Stratmoor Hills Elementary School, Colorado Springs, CO; School in the Woods, Colorado Springs, CO; John Mall High School, Walsenburg, CO; Grand Peak Academy, Colorado Springs, CO; Centennial

Infrastructure/ Municipal

Switchbacks Stadium, Colorado Springs, CO; City of Lamar - Washington St. Stormwater, Lamar, CO; Arkansas Valley Water Reclamation line, Avondale, CO; Parker Water WRCP East Water Conveyance, Parker, CO.

Apartments/Multi-Family

Springs at Foothills Farms, Colorado Springs, CO; Lakewood Senior Living, Lakewood CO; Parker Main Street, Parker, CO; Springhill Suites, Centennial, CO; 21 Fitzsimmons Redevelopment, Aurora, CO.

Land Development

Lake Pueblo Parking Lots, Pueblo, CO, Widefield Parks and Recreation Facility, Widefield, CO; Colorado State Fairgrounds site improvements, Pueblo, CO; Bible Park Pedestrian Bridge, Greenwood Village, CO; Meadows 18 Neighborhood Park, Lone Tree, CO; Jason Park, Englewood, CO; Widefield Parks and Recreation Facility Expansion;

GROUND

ENGINEERING

Certifications

- Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- WAQTC
- CAPA – A
- CAPA – B
- CDOT – Math, Plan Reading and Survey
- Erosion Control Supervisor
- Traffic Control Supervisor

Years of Experience

3

Years with Ground

3

Mark Curry

Field Technician

Engineer Technician Mark is a field technician with 3 years of experience in construction, providing materials testing, special inspections and civil inspections. He has performed services on many construction projects including commercial, industrial, multifamily residential, municipal infrastructure and heavy civil infrastructure including bridges and highways.

Mark has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- soils testing (field and laboratory)
- concrete testing (field and (laboratory)
- proof rolling inspections
- retaining wall construction testing and inspections
- drilled piers inspection
- sanitary and storm sewer pipe installation
- reinforcing steel inspection
- drill and epoxy observations
- structural masonry special inspections and testing
- pile driving inspection

Land Development / Commercial

CSU-SEP Briargate, CSU-SEP Horizon, Widefield Parks and Recreation Facility Expansion; Fountain Creek 20HCT; Fountain, CO; South Reservoir Diversion Project; Superstar Carwash; Falcon, CO; Superstar Carwash; Colorado Springs, CO; TAP Trail 3; Pueblo, CO; Road and Bridge Division Shop; Kiowa, CO; Fowler Secondary Containment Structure; Antenna Towers and RTR Shelter Replacement

Roadway/Highway

CDOT CO21 & Research Interchange, Academy Boulevard over Cottonwood Creek; Highway 94 Passing Lanes; Paseo Road and Bridge Project; Platteville Turn Lanes; Platteville Boulevard Water Main Replacement; Platteville Boulevard Waterline; Pueblo West Sewer Forcemain Replacement; Siesta to Tequila Looping Waterline; Powers and Research Guardrail

Schools

Pueblo East High School; Stratton Meadows Elementary School; Stratmoor Hills Elementary School; Webster Elementary; K-8 School; Brick Elementary; Panorama Middle School; Monterrey Elementary School, Wildflower Elementary School

Apartments/Multi-Family

Springs at Foothills Farms, Colorado Springs, CO; Silver Key, Apartments, Colorado Springs, CO; Marriott on Interquest, Colorado Springs, CO; Woodmoor Suites, Colorado Springs, CO; Briargate Apartments; Colorado Springs, CO

Infrastructure/ Municipal

Evraz Steel Mill; Pueblo, CO; Wendover, Edgewater and Edgebroom Improvements; South Avenida Del Oro; Woodrock F1L36; Paint Brush Hill Pump Station; 33rd Street Raw Waterline; 2MG Water Storage Tank

GROUND

ENGINEERING

Certifications

- Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- WAQTC
- CAPA – A
- CAPA – B
- ICC Soils Special Inspector

Years of Experience

4

Years with Ground

3

Education

- Colorado School of Mines

Bachelors in Geological Engineering

Eve Davies

Engineer Technician

Eve is a field technician with 4 years of experience in construction, providing materials testing, special inspections and civil inspections. He has performed services on many construction projects including commercial, industrial, multifamily residential, municipal infrastructure and heavy civil infrastructure including bridges and highways.

Eve has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- soils testing (field and laboratory)
- concrete testing (field and (laboratory)
- proof rolling inspections
- retaining wall construction testing and inspections
- drilled piers inspection
- sanitary and storm sewer pipe installation
- reinforcing steel inspection
- drill and epoxy observations
- structural masonry special inspections and testing

Responsibilities have also included report compilation, staff training, coordination, and client contact and service.

Schools

Pueblo East High School; Stratton Meadows Elementary School; Stratmoor Hills Elementary School; Webster Elementary; K-8 School; Brick Elementary; Panorama Middle School; Monterrey Elementary School, Wildflower Elementary School

Land Development / Commercial

CSU-SEP Briargate, CSU-SEP Horizon, Widefield Parks and Recreation Facility Expansion; Fountain Creek 20HCT; Fountain, CO; South Reservoir Diversion Project; Superstar Carwash; Falcon, CO; Superstar Carwash; Colorado Springs, CO; TAP Trail 3; Pueblo, CO; Road and Bridge Division Shop; Kiowa, CO; Fowler Secondary Containment Structure; Antenna Towers and RTR Shelter Replacement

Infrastructure/ Municipal

Evraz Steel Mill; Pueblo, CO; Wendover, Edgewater and Edgebrook Improvements; South Avenida Del Oro; Woodrock F1L36; Paint Brush Hill Pump Station; 33rd Street Raw Waterline; 2MG Water Storage Tank

Apartments/Multi-Family

Springs at Springs at Foothills Farms, Colorado Springs, CO; Lakewood Senior Living, Lakewood CO; Parker Main Street, Parker, CO; Springhill Suites, Centennial, CO; Briargate Apartments; Colorado Springs, CO

Roadway/Highway

CDOT CO21 & Research Interchange, Academy Boulevard over Cottonwood Creek; Highway 94 Passing Lanes; Paseo Road and Bridge Project; Platteville Turn Lanes; Platteville Boulevard Water Main Replacement; Platteville Boulevard Waterline; Pueblo West Sewer Forcemain Replacement; Siesta to Tequila Looping Waterline; Powers and Research Guardrail

Sam Thompson, P.E.

Staff Engineer/Lead Building Inspector/Project Manager

Education

- BS, Mechanical Engineering, University of Wisconsin Madison, 2004

Professional Licenses

- Colorado Professional Engineer - #47220

Certifications

- International Firestop Council Premiere Certification for Firestop Inspection
- Intertek Qualified Firestop Inspector #101165
- CDOT Designing Pedestrian Facilities for Accessibility (DPFA)
- DFPC Certified Third Party Public School Inspector
- ICC Commercial Building Inspector
- Colorado Adult CPR and Basic First Aid

Years of Experience

18

Sam is a professional engineer with 18 years of experience in building inspections, construction materials testing, special inspections, pavement evaluations and project management. He has performed 3rd party building inspections services on over 500 schools and 150 commercial properties. The projects have included framing inspections, HVAC inspections, Energy Efficiency, Fire Stopping, footings and foundations, and roofing

Sam has performed construction management, special inspections, quality control inspection and quality assurance inspection including:

- Commercial building inspection including wood framing, light gauge metal framing, mechanical installation, energy efficiency, roofing, fireproofing, fire stopping and intumescent paint
- Transportation Inspections including: traffic and erosion control, pavement markings, structural concrete formwork, drilled pier, concrete flatwork, PCCP, HMA/SMA, waterproof membrane, utility installation, MSE wall, various drainage structures, and soil nail walls.
- Specialty inspections including ground penetrating radar for location of objects within structures and buildings
- Pavement evaluation utilizing Falling Weight Deflection (FWD) and Ground Penetrating Radar (GPR)
- Visual distress surveys
- Project plans and specifications
- Bid packages with unit cost bid schedules
- Project phasing

Sam's responsibilities have also included staff training, staff management, contractor coordination, and client contact and service.

School District Experience

Poudre School District R-1, Cherry Creek School District, Denver Public Schools, Boulder Valley School District, Saint Vrain School District, Littleton Public Schools, Douglas County School District, Summit County School District, Brighton 27J School District, Adams 12 and Adams 14 School Districts, Poudre Valley School District, Thompson Valley School District

Commercial / Multi-Family Building Experience

15th and Stout Dual Brand Hotel, Country Club Towers II & III, Diagonal Crossing, Lakehouse, Fairfield Inn, Distribution & Collection Facility, Denver Art Museum, Oak Street Station, Iliff Station, HUB RiNo, Lakewood Senior Living Center, Parker Storage Solutions, Mountain View Apartments, Eaton Street Apartments, Uptown Suites, Open Studio, Modera West Washington Park, and numerous others.

Education

BS Welding Engineering –
Montana Tech of the
University of Montana

Professional Licenses

Senior Certified Welding
Inspector (SCWI – No.
13090018)

Certifications

ASNT Level III – Basic
Level II Dye Penetrant
Examination
Level II Magnetic Particle
Examination
Level II Ultrasonic Examination
(AWS D1.8 and FEMA 353)

Awards

CWI of the Year Denver, Co
section

Years of Experience

28

Years with Ground

24

Paul Gustafson

Manager of Structural Services

Paul is the Manager of Structural Services with 24 years of experience performing special inspections during the fabrication and erection of structural steel and miscellaneous steel components. He has performed services on many construction projects including stadiums, hospitals, precast concrete, and steel framed multi-story projects, pipelines, bridges, signs, traffic signals, light poles, etc. In addition to services performed during new construction, Paul has tested and certified welders in many disciplines, provided forensic investigations and routinely performs non-destructive testing methods including Ultrasonic, Magnetic Particle, and Dye Penetrant

Technical Experience

Single level bar joist/tilt up panel

- Nobel Sysco
- Bass Pro

Multi-level moment framed bolted and welded

- Legacy Plaza Office Buildings
- Barbara Davis Center

Long Span Girder/Truss Bolted and Welded

- DIA STRP Superstructure
- Broomfield Event Center

Division of the State Architectural California

- John Wayne Airport
- Fullerton College – New Classroom Office

Stainless Steel Architectural Construction

- DIA Hanging FIDS

CWI and NDE Training

- Big R Bridge

ITA 3rd party shop QC and NDE

- Pikes Peak Steel
- Pinnacle Steel
- Classic Metals
- Metal Solutions

Prior Experience

- Welder's assistant on cross country natural gas pipeline on the West Transmission for Northwestern Energy in Montana.
- Maintenance welder on heavy equipment for Montana Resources in Butte, Montana.

Education

- BA History

Certifications

- Troxler Nuclear Gauge
- WAQTC
- CAPA A & B
- ACI Field Testing 1
- Concrete Laboratory Testing 1
- ACI Laboratory Testing 2
- ACI Strength Testing 1
- ACI Aggregate 1
- ACI Aggregate 2

Years of Experience

8

Years with Ground

5

Daniel Crea

Laboratory Supervisor

Daniel is the Colorado Springs Laboratory Supervisor with 5 years of experience in construction materials testing, special inspections, and civil inspections. He has performed laboratory services on many construction projects including municipal infrastructure, commercial, industrial, energy, multifamily residential, high-rises, airports, dams and reservoirs, land development and heavy civil infrastructure including bridges and highway work. Daniel has provided laboratory testing, report generation and review, schedule coordination, data analysis, and personnel management.

Daniel has also performed field and laboratory testing, special inspections, quality control inspection and quality assurance inspection including:

- soils testing (field and laboratory)
- proof rolling inspections
- retaining wall construction testing and inspections
- drilled pier special inspections
- concrete testing (field and laboratory)
- structural masonry special inspections and testing
- asphalt (field and laboratory) testing
- drill and epoxy special inspection
- chemically stabilized subgrade testing
- sanitary and storm sewer pipe installation inspection
- reinforcing steel special inspection

Roadway/Highway

C-470 Express Lanes, Douglas County, CO; CDOT US 50 New Interchange, Pueblo, CO; Jackson Creek Parkway, Monument, CO. State Highway 94 Passing Lanes, Colorado Springs, CO; CDOT US 50 Fowler to Manzanola, Manzanola, CO; Powers & Research, Colorado Springs, CO; Paseo Road and Bridge and Trail Project; Platteville Turn Lanes; Platteville Boulevard Water Main Replacement; Platteville Boulevard Waterline; Pueblo West Sewer Forcemain Replacement; Siesta to Tequila Looping Waterline.

Schools

Harrison High School, Colorado Springs, CO; Cherrelyn Elementary, Englewood, CO; Stratmoor Hills Elementary School, Colorado Springs, CO; Liberty Tree Academy, Payton, CO; Arapahoe Community College, Castle Rock, CO;

Land Development

Garden of the Gods Drainage Improvements, Colorado Springs, CO; Denver High Point, Denver, CO; East Plum Creek Trail,

Commercial/High-Rise

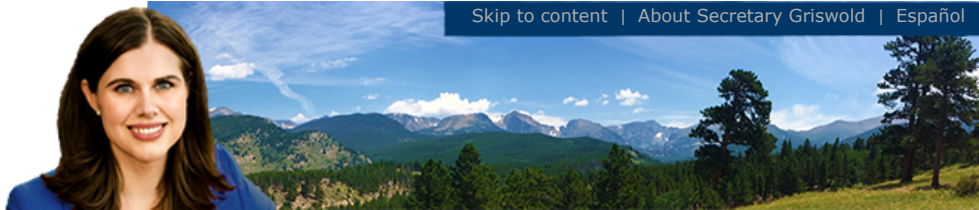
Richter Dental, Parker, CO; Scheels, Colorado Springs, CO; Encompass 106, Centennial, CO; Gateway Buildings 22 and 23, Aurora, CO; Whole Foods, Castle Rock, CO.

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)- **Requested 5/28/2024**



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Summary

Details			
Name	GROUND ENGINEERING CONSULTANTS, INC.		
Status	Good Standing	Formation date	04/17/1984
ID number	19871567155	Form	Corporation
Periodic report month	April	Jurisdiction	Colorado
Principal office street address	41 Inverness Dr E, Englewood, CO 80112, US		
Principal office mailing address	41 Inverness Dr E, Englewood, CO 80112, US		

Registered Agent	
Name	Tara Rae Suedkamp
Street address	41 Inverness Dr E, Englewood, CO 80112, US
Mailing address	41 Inverness Dr E, Englewood, CO 80112, 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,

GROUND ENGINEERING CONSULTANTS, INC.

is a

Corporation

formed or registered on 04/17/1984 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871567155 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/23/2024 that have been posted, and by documents delivered to this office electronically through 05/24/2024 @ 11:47:36 .

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 05/24/2024 @ 11:47:36 in accordance with applicable law. This certificate is assigned Confirmation Number 16066532 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

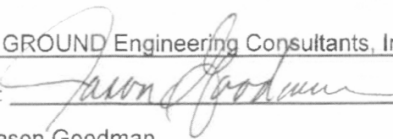
(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA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

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

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

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

Company Name: GROUND Engineering Consultants, Inc.

Authorized Signature:  Title: Vice President

Printed Name: Jason Goodman Date: 2/21/24



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 CONSULTING SERVICES IN THE AMOUNT OF \$155,000.00 TO STREET SIMPLIFIED, LLC., A DELAWARE LIMITED LIABILITY COMPANY AUTHORIZED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 24-015 CONSULTANT FOR STREET SAFETY STUDY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Consulting Services to Street Simplified, LLC, to render certain professional traffic engineering, data collection, analysis, reporting, support, and related services. Street Simplified LLC, was determined to be the most responsible bidder and will be awarded a contract in the amount of \$155,000.00.

PREVIOUS COUNCIL ACTION:

Ordinance 10499, approved on June 26, 2023, established Project Account PL2305, for Safe Streets & Roads for All - SS4A, approved an IGA with Federal Highway Administration (FHWA) in the amount of \$681,600, transferred \$170,400 from Project Account CI2204 to Project Account PL2305, and budgeted and appropriated \$852,000.00 for the project.

BACKGROUND:

The City was awarded a Safe Streets for All (SS4A) Planning Grant to hire a consultant or consultants to create an evidence-based Action Plan that will facilitate life-saving redesigns that significantly reduce or eliminate roadway fatalities and serious injuries.

The Comprehensive safety plan will be developed through interaction between multiple community stakeholder groups to identify projects and programs that will help contribute to improving the safety of pedestrians, bicyclists and vehicles.

The first portion of the work to be completed through the Planning Grant is to analyze traffic safety at fifteen key intersections in the PACOG MPO area. The intersections identified are as follows:

1. N. Elizabeth & US Hwy 50
2. W. Northern Ave. & S. Prairie Ave.
3. W. 29th Street & N. Elizabeth Street
4. US Hwy 50 & Outlook Blvd. (North intersection)
5. US Hwy 50 & Outlook Blvd. (South intersection)
6. N. Elizabeth St. & W. 13th Street
7. Jerry Murphy Rd. & Bonforte Blvd.
8. Dillon Dr. & Walmart Entrance
9. E. 4th St. (CO Hwy 96) & N. Iola Ave.
10. E. 4th St. (CO Hwy 96) & Midtown Circle Dr.
11. Lincoln St. (CO Hwy 96) & W. Evans Ave.
12. Santa Fe Dr. (US Hwy 50 Business) & 36th Ln.
13. McCulloch Blvd. & Spaulding Ave. (The northernmost intersection closest to US Hwy 50 next to Loaf-N-Jug and Sonic)
14. US Hwy 50 & McCulloch Blvd.
15. E. Platteville Dr. & Purcell Blvd

The consultant will provide a full analysis of these intersections, looking at turning movements, speed analytics, crosswalk usage and analysis, cyclist turning movements, near miss analysis, speeding analysis, red light running, and intersection blocking, which will then be utilized by a future consultant to create a Comprehensive Safety Study Action Plan.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$155,000 will be paid from Project Account PL2305 – Safe Streets & Roads for All - SS4A.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-015 Street Simplified Agmt Street Safety Study

RESOLUTION NO. 15652

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$155,000.00 TO STREET SIMPLIFIED, LLC., A DELAWARE LIMITED LIABILITY COMPANY AUTHORIZED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 24-015 CONSULTANT FOR STREET SAFETY STUDY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of Street Simplified, LLC, for Project No. 24-015 Consultant for Street Safety Study, has been received and examined; AND,

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-015 Consultant for Street Safety Study to be performed, and the Contract for said services is hereby awarded to Street Simplified, LLC, a Delaware Limited Liability Company authorized to do business in Colorado, in the amount of \$155,000.

SECTION 2.

Funds for said Agreement shall be paid from Project Account PL2305 - Safe Streets & Roads for All - SS4A.

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.

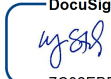
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
STREET SIMPLIFIED LLC**

24-015

CONSULTANT FOR STREET SAFETY STUDY

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND STREET SIMPLIFIED LLC

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 Street Simplified, LLC, a Delaware Limited Liability Company authorized to do business in Colorado (hereinafter referred to as "Consultant"), or Consultant to render certain professional traffic engineering, data collection, analysis, reporting, support, and related services for City in connection with Bid 24-015 Consultant for Street Safety Study, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

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

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work including traffic engineering, review, data collection, analysis, reporting, and other services, including those services performed by Consultant's subconsultants and subcontractors, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.
- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.
- E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services

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

3. CITY'S RESPONSIBILITIES

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

4. TIME FOR PERFORMANCE

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

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$155,000.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all traffic engineering, data reports, written analysis, reports, or 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: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

Traffic engineering, data reports, written analysis, reports, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all communication, notes, 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, Street Simplified, LLC, Attn: Andrew Janzen, CEO, 2020 Centerline Lane, Georgetown, TX, 78628. 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 24-015 Consultant for Street Safety Study 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. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

1. The awarded Consultant must perform all services in compliance with the Grant Award.
 2. As required, Consultant shall abide by and perform steps to meet the funding requirements specifically outlined in Schedule 5.
 3. As required, Consultant shall abide by and perform steps to meet the Grant Award requirements specifically outlined in the following sections of Schedule 5: U.S. Department of Transportation Exhibits to the FHWA Grant Agreements Under The Fiscal Year 2022 Safe Streets and Roads for All Grant Program dated February 8, 2023 pages A-1 to B-21.
 4. Consultant shall be responsible to follow all terms and conditions of the grant sections listed for Recipient in flow-down (pass-through) for the agreement awarded in this bid and any subcontractor/subconsultant agreements/contracts. 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331-200.333
- A. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or the United States Department of Transportation (or its authorized designated representative) at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.
 - B. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

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

10.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.
- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than \$1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.
- E. 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.

10.3. 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.

11. ACCESSIBILITY

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

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Service" consisting of 3 pages.
- Schedule 2 - "Fee Schedule" consisting of 2 pages.
- Schedule 3 - "Work Schedule" consisting of 3 pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 22 pages.

- Schedule 5 - "Special Funding Contract Requirements with SS4A FHWA Supplement and IGA for Street Safety Study" consisting of 87 pages.

15. SIGNATURE

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

STREET SIMPLIFIED LLC

By _____
Naomi Hedden, Director of Purchasing

By _____
Andrew Janzen, CEO, Managing Member

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

Carla Sikes, City Attorney

Attachments: Schedule 1 - Scope of Service, Schedule 2 - Fee Schedule, Schedule 3 - Work Schedule,
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility,
Schedule 5 - Special Funding Contract Requirements with SS4A FHWA Supplement and
IGA for Street Safety Study, Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated February 26, 2024, Section 3

3.1. Objective

This project includes analysis of traffic safety at 15 intersections in the PACOG MPO area for the development of a comprehensive safety plan. The awarded Consultant will provide traffic engineering, data collection, analytics support, and related consulting services to complete the project as outlined in the Scope of Service shown below.

3.2. Analysis Locations and Schedule

- A. Consultant shall collect data and provide analysis for the following intersections (as outlined in the Scope of Services below). Note: Locations are within the PACOG MPO (City of Pueblo and Pueblo County area); not all locations are in the City of Pueblo's city limits.
 - 1. N. Elizabeth & US Hwy 50 *
 - 2. W. Northern Ave. & S. Prairie Ave.
 - 3. W. 29th Street & N. Elizabeth Street
 - 4. US Hwy 50 & Outlook Blvd. (North intersection) *
 - 5. US Hwy 50 & Outlook Blvd. (South intersection) *
 - 6. N. Elizabeth St. & W. 13th Street
 - 7. Jerry Murphy Rd. & Bonforte Blvd.
 - 8. Dillon Dr. & Walmart Entrance
 - 9. E. 4th St. (CO Hwy 96) & N. Iola Ave. *
 - 10. E. 4th St. (CO Hwy 96) & Midtown Circle Dr. *
 - 11. Lincoln St. (CO Hwy 96) & W. Evans Ave. *
 - 12. Santa Fe Dr. (US Hwy 50 Business) & 36th Ln. *
 - 13. McCulloch Blvd. & Spaulding Ave. (The northernmost intersection closest to US Hwy 50 next to Loaf-N-Jug and Sonic)
 - 14. US Hwy 50 & McCulloch Blvd. *
 - 15. E. Platteville Dr. & Purcell Blvd.
- B. Consultant shall obtain special use permits from the Colorado Department of Transportation for the intersections above denoted with an asterisk (*) prior to starting work at those intersections.

3.3. Data Collection and Analysis

- A. Consultant shall perform a 24-hour safety study at each of the 15 intersections listed above.
 - 1. Consultant must collect video imagery and process the data using artificial intelligence (AI) technology capable of providing the following information (at a minimum):
 - a. Turning movement counts
 - b. Speed analytics and advanced speed plots
 - c. Crosswalk counts for pedestrians and cyclists
 - d. Cyclist turning movement counts
 - e. Near-miss analysis, videos, and conflict maps with trajectories
 - f. Speeding analysis (identify vehicles traveling at 10 or more miles per hour above the posted speed limit)
 - g. Crossing outside of crosswalks (both pedestrians and cyclists)
 - h. Red light running
 - i. Crosswalk crossing on opposing green lights (both pedestrians and cyclists)
 - j. Intersection blocking
 - 2. Where slip lanes exist at any of the intersections listed above, Consultant shall provide additional cameras and equipment necessary to collect required data on vehicular traffic, pedestrians, and cyclists utilizing the slip lanes.
- B. Consultant shall submit a proposed schedule for the collection of data at each intersection.
 - 1. Schedule must be approved by City prior to Consultant performing work at the location.
 - 2. Data collection must be performed on weekdays (Monday through Friday).
 - 3. No data collection shall take place on the following dates:
 - a. February 19, 2024
 - b. May 27, 2024
 - c. June 19, 2024
 - d. July 3-7, 2024
 - 4. At the City's discretion, City may add additional excluded dates at any/all of the various locations. Examples include special events, construction, or other unusual activities at any of the intersection locations when data may provide inaccurate or incomplete analysis.

3.4. Final Report

- A. Consultant shall provide a safety report(s) documenting the data, analysis, findings, determinations, and recommendations for corrective actions to be taken that will mitigate identified risks and hazards.
 - 1. The report(s) data and findings shall be provided in PDF format to PACOG MPO staff.
 - 2. The report(s) data and findings shall also be provided in an in-person or virtual meeting to PACOG MPO staff and other stakeholders within 120 days after Consultant is authorized to begin work.
- B. Consultant shall also provide multiple logins for PACOG authorized staff to access to the Consultant's online portal for the collected data, analysis, report(s), and other online tools.

Schedule 2

Fee Schedule

Excerpt from Consultant's Pricing Proposal dated March 20, 2024

Pricing Proposal - Total By Location			
Please provide a "Not to Exceed" total for services at each location listed below. The total must include all work as outlined within this RFP and the Scope of Service. Note: The locations marked with an * must obtain a special use permit from the Colorado Department of Transportation. Any expenses or time necessary to obtain the permits must be included in the location total.			
Line Item	Description	Unit of Measure	Unit Cost
1	N. Elizabeth & HWY 50 Pueblo, CO 81008 *	Total for Services	\$9,000.00
2	W. Northern Ave & S. Prairie Ave. Pueblo, CO 81004	Total for Services	\$9,000.00
3	W. 29th St & N. Elizabeth St Pueblo, CO 81008	Total for Services	\$14,000.00
4	US 50 & Outlook Blvd Pueblo CO 81008 (North Intersection) *	Total for Services	\$19,000.00
5	US 50 & Outlook Blvd Pueblo CO 81008 (South Intersection) *	Total for Services	\$14,000.00
6	N. Elizabeth St. & W. 13th St. Pueblo CO 81003	Total for Services	\$9,000.00
7	Jerry Murphy Rd. & Bonforte Blvd. Pueblo CO 81001	Total for Services	\$9,000.00
8	Dillon Dr. & Walmart Entrance Pueblo CO 81001	Total for Services	\$9,000.00
9	E. 4th St. & N. Iola Ave. Pueblo CO 81001 *	Total for Services	\$9,000.00
10	E. 4th St. & Midtown Circle Dr. Pueblo CO 81003 *	Total for Services	\$9,000.00
11	Lincoln St. & W. Evans Ave. Pueblo CO 81004 *	Total for Services	\$9,000.00
12	Santa Fe Dr. (US 50 Business) & 36th Lane, Pueblo, CO 81006 *	Total for Services	\$9,000.00
13	McCulloch Blvd & Spaulding Ave., Pueblo CO 81007 (northernmost intersection next to Loaf-N-Jug and Sonic)	Total for Services	\$9,000.00
14	Conduct 24-hour safety study and provide report of findings and recommendations for intersection at US50 and McCulloch Blvd., Pueblo CO 81007 (easternmost intersection near Walmart Supercenter and Sonic) *	Total for Services	\$9,000.00
15	E. Platteville Blvd and Purcell Blvd. Pueblo CO 81007	Total for Services	\$9,000.00
Grand Total			\$155,000.00

Continue to following page

Pricing Proposal for Additional Locations			
The following items are not awarded for this agreement and may be added at a later time by written amendment approved by all parties.			
Line Item	Description	Unit of Measure	Unit Cost
16	Total Cost for any additional locations (per hour) in City of Pueblo city limits	Total for Services	\$2,500.00
17	Total Cost for any additional locations (per hour) outside City of Pueblo city limits but within Pueblo County limits	Total for Services	\$2,500.00
Pricing Proposal for Additional Services			
The following items are not awarded for this agreement and may be added at a later time by written amendment approved by all parties.			
Line Item	Description	Unit of Measure	Unit Cost
18	DiExSys Analysis for Additional Locations	Each	\$4,000.00
19	7-day - temporary safety study - up to 7 days of continuous recorded data, up to 4 cameras (slip lanes not included)	Each	\$10,000.00
20	24-hour - temporary safety study - 24 hours of recorded data, up to 4 cameras (slip lanes not included)	Each	\$7,500.00
21	Slip lanes - single day per slip lane 24 hour study (single camera)	Each	\$2,500.00
22	Slip lanes - 7 day - per slip lane	Each	\$10,000.00

Schedule 3

Work Schedule

Excerpt from Consultant’s Response to Request for Proposal dated March 20, 2024, Pages 52 - 54

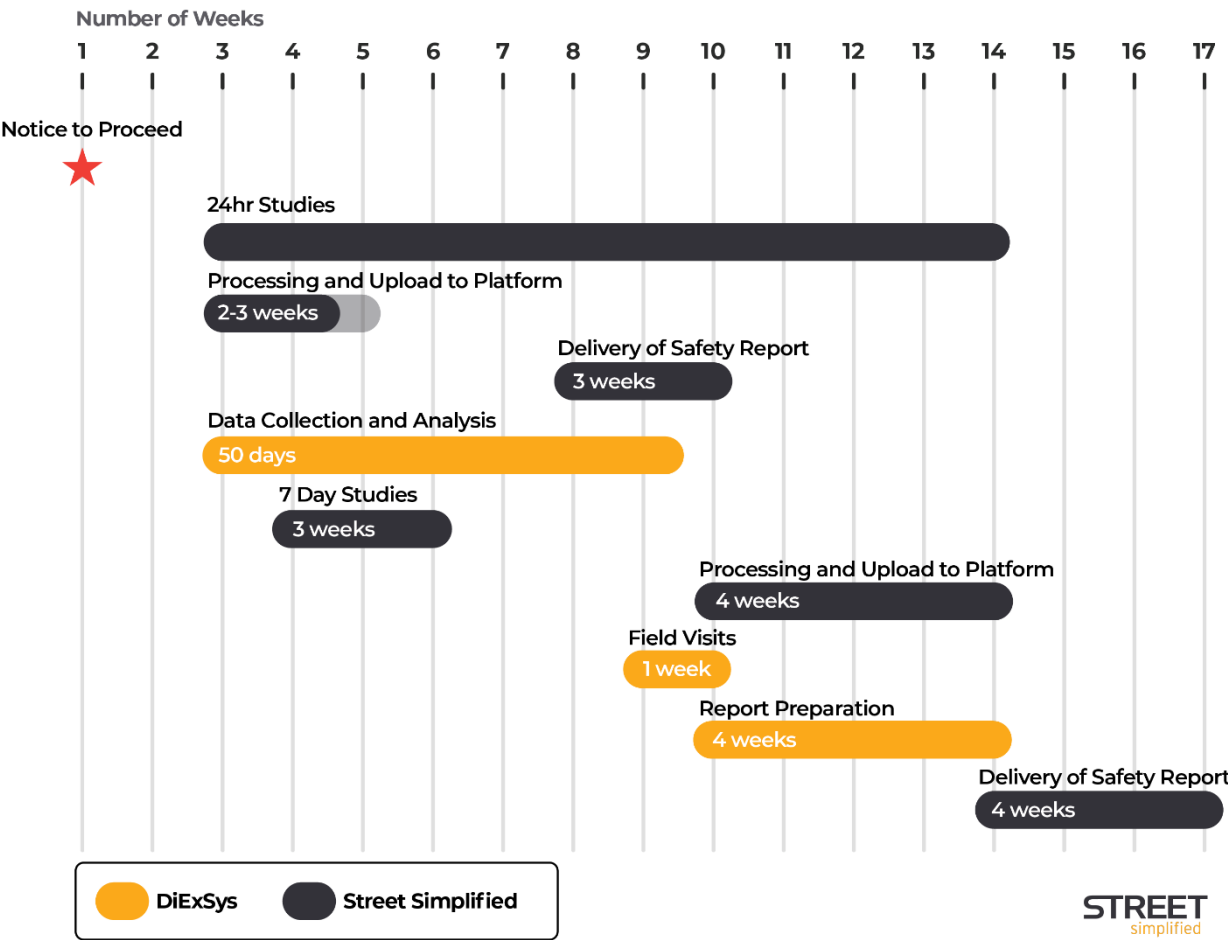
Workload and Staffing

At any given time, we may have up to 20 study contracts in progress. We track our workload and staffing availability through Airtable, which allows us to work as a complete team with transparency. Both firms’ workload and staff are available and committed to the City of Pueblo and CDOT and want to see them succeed.

Project Timeline and Schedule

The following depicts our proposed project timeline estimating the amount of calendar days to complete each task, study locations and their installation locations, 24-Hour study data collection schedule, 7-day study data collection, and our data delivery schedule.

Proposed Project Timeline



** Due to variables outside of Street Simplified's control, all dates are estimated and are not contractually binding. **We acknowledge and will follow** data collection exclusion dates of February 19, May 27, June 19, and July 3 – 7, 2024 listed under Section 3.3, Item B3 of the RFP.*

As requested, our team will obtain special use permits from the CDOT for the intersections denoted with an asterisk (*) prior to starting work at those intersections.

Study Locations

Study Location		Installation Location
1.	N. Elizabeth & US Hwy 50*	38° 18' 27.4507" N 104° 36' 57.2389" W
2.	US Hwy 50 & McCulloch Blvd.*	38° 19' 58.0098" N 104° 45' 9.6898" W
3.	US Hwy 50 & Outlook Blvd. (North intersection)*	38° 18' 32.638" N 104° 37' 39.049" W Complicated Collection
4.	US Hwy 50 & Outlook Blvd. (South intersection)*	38° 18' 31.5432" N 104° 37' 41.3101" W Complicated
5.	Santa Fe Dr. (US Hwy 50 Business) & 36th Ln.*	38° 14' 43.8112" N 104° 27' 35.627" W
6.	N. Elizabeth St. & W. 13th Street	38° 16' 44.2276" N 104° 36' 55.2341" W
7.	Jerry Murphy Rd. & Bonforte Blvd.	38° 17' 22.9254" N 104° 35' 51.2876" W
8.	Dillon Dr. & Walmart Entrance	38° 18' 44.636" N 104° 36' 58.8164" W
9.	E. 4th St. (CO Hwy 96) & N. Iola Ave.*	38° 16' 15.4855" N 104° 35' 37.7074" W
10.	E. 4th St. (CO Hwy 96) & Midtown Circle Dr.*	38° 16' 13.8529" N 104° 37' 8.0494" W
11.	Lincoln St. (CO Hwy 96) & W. Evans Ave.*	38° 15' 52.1568" N 104° 37' 52.5241" W
12.	McCulloch Blvd. & Spaulding Ave.	38° 19' 56.0521" N 104° 44' 40.0207" W
13.	E. Platteville Dr. & Purcell Blvd.*	38° 22' 44.7222" N 104° 40' 52.1296" W
14.	W. Northern Ave. & S. Prairie Ave.	38° 14' 38.139" N 104° 38' 39.7158" W
15.	W. 29th Street & N. Elizabeth Street	38° 17' 53.2504" N 104° 36' 55.6621" W VERY complicated collection

24-Hour Study Data Collection Schedule

24-Hour Studies (assume 2-week lead time)	Locations	Collection Time
2-person collection crew	1-8	1 day (likely Tuesday)
	9-15	1 day (likely Wednesday)
Total		2-2.5 days

Collections are likely to take place in April, May, or June.

7-Day Study Data Collection Schedule

To further extend our services, Street Simplified can collect data for seven consecutive days with our temporary cameras. This is the most valuable duration study, in terms of unit cost. A typical seven-day study will generate 10+ terabytes of data per location. The benefit of a longer study is that it allows a more thorough examination of the study location. We have found that traffic patterns vary greatly day-to-day. The aggregation of seven consecutive days of data all but guarantees an adequate and statistically meaningful sample size of every event category, including the more obscure occurrences such as Illegal U-Turns or pedestrian mid-block crossing. This helps engineers have confidence in their assessment and plans for changes.

7 Day Studies (assume 4-week lead time)	Locations	Collection Time
2-person collection crew	1-8	1 week
	9-15	1 week
Total	15	2 weeks

Total Data Delivery Schedule

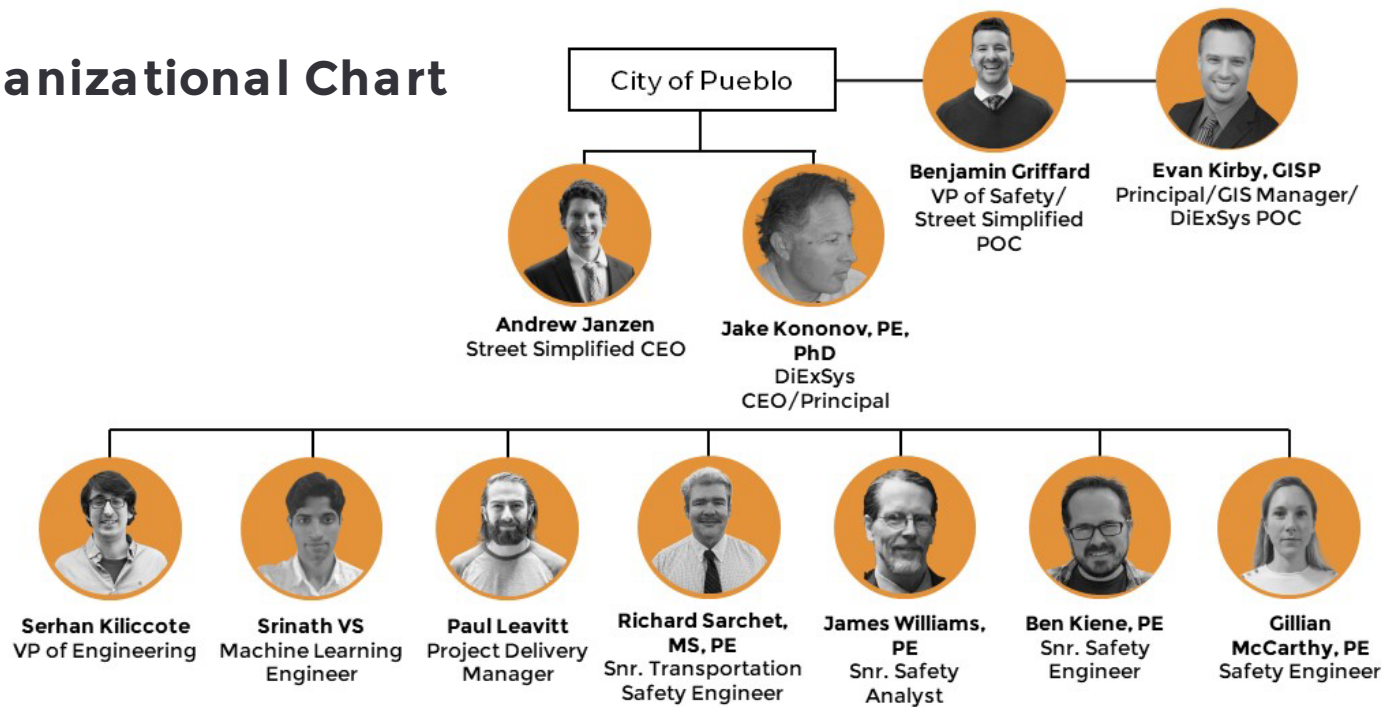
Studies	Platform Delivery	Safety Report Delivery
24-Hour Studies	2-3 weeks from collection day	2-3 weeks from Platform Delivery
7-Day Studies	4-5 weeks from collection day	3-4 weeks from platform delivery

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant’s Response to Request for Proposal dated March 20, 2024, Pages 8 - 29

Organizational Chart



Main Points of Contact

Benjamin Griffard, Vice President of Safety, (314) 471-3511, ben@streetsimplified.com
Evan Kirby, GISP, Principal, GIS Manager, (303) 807-6297, evan.kirby@diexsys.com

Availability

All personnel listed on the above organizational chart are available for the duration of the contract.

Key Staff	Availability for City of Pueblo Project
Benjamin Griffard	40%
Evan Kirby	40%
Andrew Janzen	40%
Jake Kononov	40%
Serhan Kiliccote	40%
Srinath VS	40%
Paul Leavitt	40%
Richard Sarchet	40%
James Williams	40%
Ben Kiene	40%
Gillian McCarthy	40%



► EDUCATION

MS, Electrical Engineering, California Institute of Technology, 4.0 GPA

BS, Electrical Engineering, George Fox University, summa cum laude

► SPECIAL TRAINING

Developed initial vehicle detection, tracking algorithms, hardware design for an intersection detection system, hardware development for two proprietary camera systems for collecting traffic data, and designed product systems for current safety analytics. Has experience reviewing and presenting findings from street safety analytics at over 300 of the nation's highest crash risk locations.

Andrew Janzen

Chief Executive Officer

Andrew earned a Masters in Electrical Engineering with honors in 2016. Afterward, he worked on microwave and optical space communications at NASA's Jet Propulsion Laboratory before co-founding Street Simplified in 2016. Since then, Andrew has worked closely with hundreds of agencies and transportation leaders, and scores of industry executives to hone street-safety analytics and deliver on every project.

RELEVANT PROJECTS & ROLES

US-6 & Razor Drive in Keystone, CO. Street Simplified conducted a safety study over a four-day period in collaboration with CDOT. The primary objective was to determine the level and frequency of pedestrian safety risk crossing US-6. There is a nearby ski resort and this study was conducted during ski season. In only four days, there were over 1,000 near-crash events between vulnerable road users and through moving vehicles, where the vulnerable road user was not in compliance.

Astrozon and Academy in Colorado Springs, CO. During this city-wide network screening, Street Simplified conducted in-depth conflict analysis using AI cameras.

50 Studies focused on Vulnerable Road Users; Various Locations in Fairfax County, VA. As prime contractor, Street Simplified partnered with the Fairfax team through their Innovation Challenge. This project focused on the needs of vulnerable road users at 37 locations. Post-studies will be conducted at 13 of those locations once changes have been implemented.

Ten-Location Tech Firm Vision Zero Pilot Project in Austin, TX. As prime contractor, Street Simplified partnered with AECOM to complete this project involving ten studies. This work was conducted with other technology firms to test the efficacy of predictive technology.

Corridor Study of Nine Locations in Volusia County, FL. In this joint study with Kimley Horn, Andrew led the Street Simplified team in analyzing nine intersections along a 2.5-mile stretch of Saxon Blvd. in Volusia County, FL.



► EDUCATION

PhD, Transportation Engineering,
University of Colorado

MS, Transportation Engineering,
University of Colorado

BS, Civil Engineering, University of
Colorado

► SPECIAL TRAINING

Professional Engineer, CO
#PE.0025038

Lead Author, Best Paper of the Year
on Safety Modeling

Transportation Research Board,
National Academies

Jake Kononov, PhD, PE

Chief Executive Officer/Principal

Dr. Kononov is the founding Principal of DiExSys and is an internationally known expert in highway safety. Dr. Kononov has over 30 years of experience in all aspects of highway and traffic engineering. As Principal of DiExSys he has provided expert advice, policy guidance, and decision support analysis on highway safety and traffic operations for numerous DOTs and public road authorities throughout the U.S.

Dr. Kononov is highly experienced in project and program management. His experience at the CDOT included being responsible for traffic operations and safety and providing traffic engineering and planning input for all transportation projects in the Denver Metropolitan Area, presenting on traffic operations and safety related matters to the Transportation Commission and dealing with the media. Dr. Kononov also served as CDOT's Director of Research and Transportation Research Board (TRB) Representative. Dr. Kononov chaired the TRB Committee on Safety Management and served on Standing Committees on Safety Data Analysis and Evaluation and HSM (Safety Performance).

Dr. Kononov has also served on numerous research study panels at the National Cooperative Highway Research Program (NCHRP). He is an author of several research papers on road safety published by the TRB of the National Academies, Swedish National Road and Transport Institute (VTI), German Road Research Institute (BAST), Italian Society of Highway Infrastructure (SIIV), and the Public Works Magazine. He is the lead author of the Best Paper of the Year, awarded by the TRB Committee on Safety Data Analysis and Evaluation. Dr. Kononov is a registered Professional Engineer in Montana, Colorado, and Wyoming. He is also an Associate Adjunct Professor at the Graduate School of Civil Engineering at the University of Colorado in Boulder.

RELEVANT PROJECTS & ROLES

Colorado Springs Local Roads Safety Plan in Colorado Springs, CO. The DiExSys team has recently completed (February 2023) an LRSP for the City of Colorado Springs. Its focus was to assist the City with prioritization of safety needs through data-driven decision support analysis integrated with public involvement. Its emphasis was on

congested intersections and arterials in Colorado Springs with special consideration of collectors with lower traffic volumes. Following the network screening analysis, diagnostic examination, and stakeholders' involvement, the study developed 168 safety project scopes.

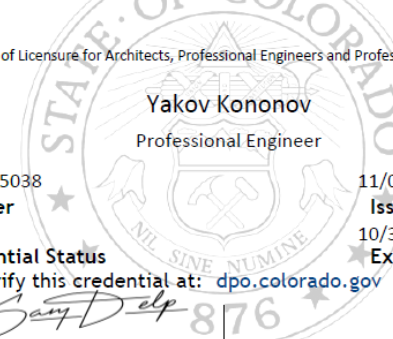
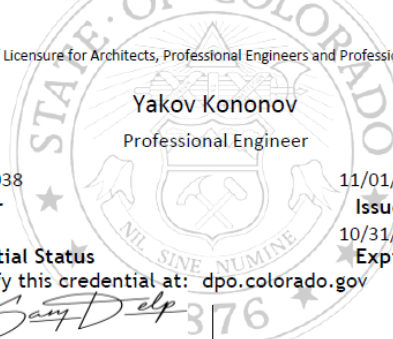
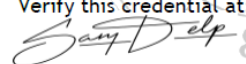
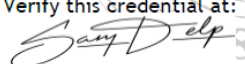
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Montana Roadway Departure Safety Implementation Study for the Montana DOT. Dr. Kononov served as the Project Manager. The DiExSys-FHU team developed a Montana-specific safety knowledge base for segments comprised of 18 safety performance functions (SPFs)– nine frequency models and nine severity models– and related diagnostic norms. From this, the team prepared a Roadway Departure Safety Implementation Plan.

Development of a VSL Algorithm I-25 Gap Project, Douglas County, CO. Dr. Kononov functioned as the Project Manager. DiExSys analyzed relationships between crash rate, road/weather conditions, volume per lane, and speed on I-25 south of Denver, between the Baptist Road and Plum Creek Interchanges, by direction. Based on this analysis, DiExSys developed safety-based speed limit tables to be used in response to changing traffic conditions. The project was completed within budget and on schedule.

Colorado Department of Regulatory Agencies Division of Professions and Occupations		Colorado Department of Regulatory Agencies Division of Professions and Occupations	
State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors		State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors	
 Yakov Kononov Professional Engineer		 Yakov Kononov Professional Engineer	
PE.0025038	11/01/2023	PE.0025038	11/01/2023
Number	Issue Date	Number	Issue Date
Active	10/31/2025	Active	10/31/2025
Credential Status	Expire Date	Credential Status	Expire Date
Verify this credential at: dpo.colorado.gov		Verify this credential at: dpo.colorado.gov	
			
Division Director: Sam Delp		Division Director: Sam Delp	
Credential Holder Signature		Credential Holder Signature	



Lookup Detail View

Licensee Information

This serves as primary source verification of the license.*

**Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.*

Name	Public Address
Yakov Kononov	Castle Rock, CO 80104

Credential Information

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
PE.0025038	Examination	Professional Engineer	Active	07/01/1987	11/01/2023	10/31/2025

Board/Program Actions

Discipline
There is no Discipline or Board Actions on file for this credential.

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Benjamin Griffard

Vice President of Safety

Benjamin Griffard, part owner and first employee of Street Simplified, is the company's Vice President of Safety. In addition to helping Street Simplified grow by 5x and increase production by 10x, Ben has presented the company's technology at conferences and is working on traffic safety with agencies across North America. We have now worked at more than 600 locations in 25 states. Previously in manufacturing, Ben spent several years focusing on business development with strategic industry partners and he continues this effort at Street Simplified.

RELEVANT PROJECTS & ROLES

Volusia County, FL. Partnering with Kimley Horn, Ben initiated this project in a commercially developed suburb near the Daytona 500 Speedway. This unique and exciting analysis of a three quarter-mile corridor, split in half by a freeway and book-ended by two busy arterials, has shaped our understanding of traffic in densely populated areas. We are working with engineers to understand and mitigate such conditions as multilane intersection blocking, chronic red light running, rampant speeding, extreme congestion, and near-crashes between vehicles, as well as near-crashes between vehicles and pedestrians. The project has opened opportunities to work with Kimley Horn in multiple states.

Atlanta, GA. Partnering with Toole Design, Street Simplified recently won a competitive bid to help the city of Atlanta, Georgia, support their Vision Zero initiative. This long-term strategic partnership, organized by Ben, will be conducting safety studies at multiple locations in and around Atlanta, ensuring our continued work there for years to come.

Pinal County, AZ. For this project, Street Simplified joined with Lee Engineering Services to focus on five high-crash "hot spots," selected for their key statistical impact within Pinal County, Arizona. The project focused on aggressive driver behavior, particularly the risk factors of speeding, red light running, and near-crashes.



Evan Kirby, GISP

Principal/GIS Manager

Evan joined DiExSys as GIS Manager/Partner and brings 25 years of professional GIS experience to transportation planning and design projects throughout the Rocky Mountain region. Evan is highly skilled in ArcGIS at the Advanced License Level with Spatial Analyst, 3D Analyst, and Network Analyst ArcGIS extensions. His interdisciplinary background in both the public and private sectors provides him with a wide range of GIS expertise. Evan has worked with DiExSys in several states to develop processes to create GIS datasets of LOSS and crash patterns.



► EDUCATION

BA, Geography & Environmental Conservation, University of Colorado, Boulder

► SPECIAL TRAINING

GISP Certification #64117

ArcGIS Pro, ArcGIS Spatial Analyst, ArcGIS Network Analyst, ArcGIS 3D Analyst, Arcade, ArcGIS Online, ArcPy, QGIS, MySQL, PostgreSQL, MS Azure

RELEVANT PROJECTS & ROLES

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Development of a Linear Referencing System and Crash Coding in Colorado Springs, CO. Evan served as the Project Manager and developed the process for data integration into the VZS software. Roadway segment crash analysis relies on the ability to identify geographic locations as relative positions along a measurable line; a

spatial analysis framework must first exist for these crashes to be located and identified. DiExSys created an LRS and then geocoded crashes with missing coordinate information for a five-year period to allow the identification of crashes along measurable lines for use in crash pattern and LOSS analysis in VZS software.

Montana Roadway Departure Safety Implementation Study – Crash Patterns, Level of Service of Safety, Intersection Dataset Creation and Crash Coding for Network Screening across the state for MDT, MT. Evan was responsible for creating a process for consuming raw outputs from DiExSys' VZS crash pattern and LOSS modeling for the creation of spatial datasets for roadway segments and statewide maps. Evan developed a database of state highway intersections, consisting of over 15,000 records attributed by intersection leg with annualized average daily traffic (AADT), road name, corridor number, number of thru lanes, signalization, and divided versus undivided roadway. This information was used to develop intersection SPFs. Tasks included coding side road crashes at highway intersections to the on-system linear referencing network, and creating highway-with-highway reference post information for secondary highways at intersections in support of network screening processes performed in VZS.

Arapahoe, Douglas, Jefferson, and Mesa Counties 405(c) Crash Coding and Linear Referencing System Development in several counties, CO. Roadway segment crash analysis relies on the ability to identify geographic locations as relative positions along a measurable line; a spatial analysis framework must first exist for these crashes to be located and identified. DiExSys geocoded crashes with missing coordinate information for a five-year period and developed a linear referencing system (LRS) for collector and above roadways to allow the identification of crashes along measurable lines for use in crash pattern and LOSS analysis in VZS software. Evan served as the Project Manager and developed the process for integrating the data into the proprietary software.

Rapid City Arterial Safety Study in Rapid City, SD. Evan developed the underlying GIS methodology and tools for conducting the arterial street segment safety analyses. The top 10 arterial crash segments within the City were identified utilizing the City's GIS database and the critical crash rate method as outlined in the HSM. The top crash segment list and possible mitigation measures were presented to the public through an open house forum to obtain feedback and address citizens' concerns regarding arterial safety within Rapid City.

CDOT Crash Pattern and Level of Service of Safety for Intersections and Highway Segments across the state for CDOT, CO. Evan has developed a process to convert crash pattern and LOSS model outputs from VZS to detailed GIS datasets for both highway segments and intersections. Products included detailed crash pattern data for over 30 crash pattern types and LOSS for all crashes and severe crashes (injury and fatal) for highways throughout Colorado. This data was integrated into CDOT's secure ArcGIS Online site for use by CDOT's Safety Division. GIS support is also being provided on safety assessments and before and after studies.



STREET

simplified

► EDUCATION

Advanced Data Science Immersive Program, Galvanize, San Francisco, CA

BS, Discrete Mathematics and Logic, Carnegie Mellon University

► SPECIAL TRAINING

Python Programming: Pandas, Numpy, Scipy, Pyomo, Scikit-learn, Tensorflow, Keras, Spark/Pyspark, Spark Sql, Spark ML, Nltk

Data Science: Bootstrapping Hypothesis Testing, A/B Testing, Statistical Modeling, SQL

Serhan Kiliccote

VP of Engineering

With considerable expertise in programming and data science, Serhan is an integral part of Street Simplified's engineering team. He has worked on several projects predicting such things as video game prices, surgeon schedules, and tweet categorizations. He has also worked on low-latency object localization models to detect and pilot drones. Serhan leads technical development at Street Simplified, overseeing an 80,000-line codebase and managing our technical staff.

RELEVANT PROJECTS & ROLES

Predicting Video Game Prices. Serhan predicted the prices of video games based on their reviews, developers, and software specifications from data scraped from Steam. This was a big data problem and he used Spark to clean and engineer features.

Predicting Hate Speech. Serhan trained models from scratch to predict whether a tweet was considered hate speech, offensive, or neutral. He experimented with bag-of-words models and long short-term memory-based models using TensorFlow.

VP of Engineering, Street Simplified, LLC. Serhan is providing and overseeing data science, machine learning, and deep learning. He develops and improves statistical and machine learning models to accurately extract safety insights from video data, crash data, and other sources.

Data Science Resident, Galvanize. Serhan answered common student questions that arose as they learned data science. He held review sessions and wrote practice problems for students to gain data science expertise.

Data Analyst (Python), Bright Hospital. Serhan built machine learning models in Python to predict surgeon schedules. He performed a large amount of data cleaning and processing to make data usable with machine learning models. He also experimented with sequence and non-sequence models and compared and contrasted them.

Machine Learning Engineer (Python), Automodality. Serhan worked on low-latency object localization models to detect and pilot drones. He built a dataset from scratch, including collecting and labeling the set. He trained over a pre-trained 550 Mobile net model on drone data and achieved a latency of 30ms running across multiple cameras.



► EDUCATION

MS, Computer Science, DePaul University

BE, Computer Science, Anna University

► SPECIAL TRAINING

Python, C++, Java, C#, JS(ES-6), R, .NET, Html and CSS, Django, Java, Django, Flask, MySQL, Oracle SQL, NodeJS, Git, Docker, Kubernetes, Keras, Tensorflow, Pytorch, Scikit-Learn, OpenCV, PySpark

Srinath Vanamamalai Sowmithr

Machine Learning Engineer

Srinath earned a Masters in Computer Science from DePaul University. He has earned professional experience developing software for a range of impressive projects. He developed an AI system that tracks social media addiction's effect on social interaction, prototyped a system to convert real-world footage to synthetic images, and provided software support for augmented reality in the form of games and content management. He joined Street Simplified team in 2022.

RELEVANT PROJECTS & ROLES

Machine Learning Engineer, Manifold Valley, LA. Prototyped a system using python and Tensorflow to convert real-world footage to synthetic images using Cycle GANs and SR GANs to scale to appropriate resolution (from 256x256 to 512x512). Developed a system to track object location and rotation in images using resnets (Tensorflow, resnet-50) and reinforcement learning, this allowed a way to predict the pose and location of a synthetic 3D object at any given instance of time using python and C++. Created a pipeline to go from real world footage to synthetic images, which are later checked for pose, by using a synthetic database which is processed using python and SQL and serving the models using Tensorflow-serve with docker.

Game Search Engine System. Developed a system that accepts data from user input as a query and shows recommended titles based on the query. It resolves ambiguity of the query and retrieves a list of suitable games in a ranked order using natural language processing. The system was found to be very accurate in its predictions of games. This was built upon the Steam dataset on Kaggle. Reducing time it takes to search for a game by over 80%.

Social Media Addiction and Sentiment Analysis Agent. Based on evaluation tests performed to analyze depression by psychologists, this AI system uses a social interaction analysis metric and correlates this to duration of social media and competitive video games use to perform a predictive analysis that helps bring self-awareness to problems related to peer pressure and fear of missing out among people and attempts to provide a prediction of their mental state. The system is based on a decentralized server client system, so the client is a thin client while the server has most of the processing happening on it.



► SPECIAL TRAINING

Complete project management and multi-site team coordination

Database construction and management

Physical prototyping and rapid development

FAA Part 107 certified sUAS operator

Paul Leavitt

Project Delivery Manager

Paul comes from a background of managing people in fast-paced film production and engineering environments. He has developed a broad skillset in management and product development across a diverse range of industries including biomedical engineering, prototyping, event production, and coordination. He doubled Street Simplified deliveries in his first year of employment.

RELEVANT PROJECTS & ROLES

Street Simplified LLC, Project Delivery Manager. Paul works closely with the CEO to forecast demand, build systems, and manage company growth. He assists in vision setting, team coordination, and making sure projects arrive on time and under budget. He uses his expertise in optimizing and automating processes to reduce complexity, increase efficiency, and reduce errors.

Leavitt Visuals, Owner. Paul leverages his experience managing concurrent projects for multiple clients, and is comfortable operating in diverse roles– from solo-operation to small teams. He is proficient in running multi-cam shoots, directing crew, and working with the finished product in mind. Paul is experienced in Adobe Premiere Pro, Airtable, automation, tracking software, drone operations, and logistics.

The First TV, Video Editor. Paul coordinated with showrunners to maintain tight timelines and edit dozens of daily elements for multiple TV shows on tight schedules with an acute attention to detail. He worked closely with producers to maintain a high-quality product and minimize post-production.

SlidesLive, Production Manager. Paul managed multi-room video and livestream productions at event venues across the U.S. and Canada. He coordinated with clients to understand and execute their vision for recording/streaming, and brought on crew.



► EDUCATION

MS, Civil Engineering, Transportation Focus, University of Colorado, Denver

BS, Civil Engineering, University of Colorado, Denver

BS, Business Administration, University of Northern Colorado, Greeley

► SPECIAL TRAINING

Professional Engineer, CO
#PE.0037618

Richard Sarchet, MS, PE

Senior Transportation Safety Engineer

Rich supports DiExSys as a Senior Transportation Safety Engineer/Partner. He has over 20 years of transportation engineering experience at CDOT, with 15 of those years focused on safety and traffic operations. From 2011 through 2015, Rich worked as Region 3 Traffic Operations Engineer addressing multidisciplinary problems of safety and mobility unique to Western Colorado. He has evaluated hundreds of intersections, interchanges, freeways, and arterial segments, and identified thousands of opportunities for crash reduction and optimization of traffic operations.

RELEVANT PROJECTS & ROLES

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Lookup Detail View

Licensee Information

This serves as primary source verification of the license.*

**Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.*

Name	Public Address
Richard Goetsch Sarchet	Fruita, CO 81521-7445

Credential Information

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
PE.0037618	Examination	Professional Engineer	Active	06/03/2003	01/04/2024	10/31/2025

Board/Program Actions

Discipline
There is no Discipline or Board Actions on file for this credential.

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► EDUCATION

BA, Mathematics, University of Colorado, Boulder, CO

► SPECIAL TRAINING

Professional Engineer, CO
#PE.0024409

James S. Williams, PE

Senior Safety Analyst

Jim Williams, PE, is Senior Safety Analyst/Partner at DiExSys. He has over 25 years of experience in all aspects of transportation engineering. During his tenure at DiExSys, he has developed hundreds of crash prediction models (SPFs) and calibrated LOSS boundaries of segments and intersections for CDOT, Alabama DOT, Montana DOT, and Louisiana DOT. Jim has pioneered new modeling techniques that have resulted in improved goodness of fit in SPF modeling. He has a strong background in predictive analytics and is intimately familiar with crash records and databases. During his time at CDOT, Jim worked in the staff traffic, staff design, and cost estimating unit, where he designed highway projects and developed sophisticated databases to provide decision support analysis. Jim is an expert user of VZS.

RELEVANT PROJECTS & ROLES

Colorado Springs Local Road Safety Plan in Colorado Springs, CO. The DiExSys team recently completed (February 2023) an LRSP for the City of Colorado Springs. Its focus was to assist the City with prioritization of safety needs through data-driven decision support analysis integrated with public involvement. Its emphasis was on congested intersections and arterials in Colorado Springs with special consideration of collectors with lower traffic volumes. Following the network screening analysis, diagnostic examination, and stakeholders' involvement, the study developed 168 safety project scopes.

Jefferson County Local Road Safety Plan in Jefferson County, CO. In January 2022, the DiExSys team completed an LRSP for Jefferson County, Colorado. Its focus was to assist the County with prioritization of safety needs through data-driven decision support analysis integrated with public involvement. Its emphasis was on congested intersections and arterials in Jefferson County with special consideration of rural county roads in mountainous and rolling terrain. Following the network screening analysis, diagnostic examination, and stakeholders' involvement, the study developed 57 safety project scopes.

Arapahoe County Local Road Safety Plan in Arapahoe County, CO. Rich served as a Senior Safety Engineer for all aspects of the recently completed project. Its focus was to assist the County with prioritization of safety needs on County roads through data-driven decision support analysis integrated with active public involvement. Its emphasis was on congested roads in Arapahoe County with special consideration of rural county roads with lower traffic volumes. Following the network screening analysis, diagnostic examination, and rigorous stakeholders' involvement, the study identified 77 potential safety projects.

Douglas County Local Road Safety Plan in Douglas County, CO. Rich served as a senior safety engineer for this county-wide safety study of Douglas County. The project's intent was to identify opportunities for cost-effective road safety improvements. Its emphasis was on the non-state roads in Douglas County with special consideration of rural county roads with lower traffic volumes. County Project Manager Kathy Haire was impressed with the quality and content of deliverables, which included scopes for 51 safety improvement projects rank ordered by their Benefit/Cost (B/C) ratio.

Montana Roadway Departure Safety Implementation Plan across the state for the MDT, MO. Rich served as a Senior Safety Engineer for this project. The DiExSys-FHU team developed the Montana-specific safety knowledge base for segments comprised of 18 SPFs— nine frequency models and nine severity models— and related diagnostic norms. From this, the team prepared a Roadway Departure Safety Implementation Plan (RDSP).

Development of Variable Speed Limit Algorithm I-25 Gap Project in Douglas County, CO. Rich served as a Senior Safety Engineer for this project. DiExSys analyzed the relationships between crash rate, road/weather conditions, volume per lane, and speed on I-25 south of Denver, between the Baptist Road and Plum Creek Interchanges, by direction. Based on this analysis, DiExSys developed safety-based speed limit tables to be used in response to changing traffic conditions. The project was completed within budget and on schedule.



Lookup Detail View

Licensee Information

This serves as primary source verification of the license.*

**Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.*

Name	Public Address
James Scott Williams	DENVER, CO 80230

Credential Information

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
PE.0024409	Examination	Professional Engineer	Active	07/01/1986	11/01/2023	10/31/2025

Board/Program Actions

Discipline
There is no Discipline or Board Actions on file for this credential.

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► EDUCATION

MS, Civil Engineering, University of Colorado, Denver

BS, Civil Engineering, Colorado State University, Fort Collins

► SPECIAL TRAINING

Professional Engineer, CO
#PE.0043281

Ben Kiene, PE

Senior Safety and Operations Engineer

Ben joined DiExSys as a Senior Traffic Safety Engineer in November 2023 following 19.5 years with CDOT's Region 1 Traffic and Safety office, including 5.5 years as a Resident Engineer. He was responsible for the management of the Region's traffic control devices; identification and delivery of traffic safety and traffic asset management projects; communication with members of the public on traffic safety and operations topics; and day-to-day operations and monitoring of traffic signal and signing and markings programs. He advised more than 100 CDOT project teams on the incorporation of safety improvements in his traffic engineering support roles for the Region's capital project delivery program and assisted in the development of statewide safety and pedestrian policies.

RELEVANT PROJECTS & ROLES

Colorado Springs Intersection and Roadway Safety Study in Colorado Springs, CO. Ben conducted crash data analysis, site observation, crash countermeasure research and recommendations, project implementation economic analyses, and report preparation for 15 urban arterial corridors in Colorado Springs. These studies are the first of their kind for Colorado, using newly developed urban arterial corridor SPFs to gain a complete understanding of the safety characteristics of urban streets.

Corpus Christi Regional Safety Action Plan, Safe Streets for All (SS4A) in Corpus Christi, TX. The DiExSys team is currently working with the City of Corpus Christi, Texas, to develop a Safe Streets for All Action Plan. Ben developed the High Injury Network identifying sites with high likelihood for benefit from cost-effective crash reduction measures for the Corpus Christi MPO and performed network screening to identify severe and vulnerable road user crash pattern locations within the MPO boundaries. Selected sites are currently under study for development of appropriate crash countermeasures and safety projects to be implemented through the SS4A program.

CDOT Region 1 Bicycle and Pedestrian Safety Study across Region 1 for CDOT, CO.

Ben oversaw the development of Region 1's first network-wide assessment of bicycle and pedestrian safety in 2022. This study combined crash data investigation with assessment of existing roadway infrastructure and input from public meetings and surveys to prioritize vulnerable road user safety improvements at state highway locations. The highest-ranking projects have since received funding and are proceeding to construction.

CDOT Region 1 Traffic and Safety Strategic Plan across Region 1 for CDOT, CO.

Between 2018 and 2023, Ben identified and directed the installation of various low-cost safety improvements conducted by CDOT traffic maintenance staff. Improvements included installation of rapid rectangular flashing beacons (RRFB) at mid-block and trail crossing locations, pedestrian hybrid beacons (PHB) at a multilane mid-block crosswalk, and an upgrade of traffic signal left turn treatments (protected-only or pedestrian-activated protected left turn) at intersections found to have elevated levels of conflict between left turning vehicles and pedestrians.



Lookup Detail View

Licensee Information

This serves as primary source verification of the license.*

**Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.*

Name	Public Address
Benjamin Glen Kiene	Denver, CO 80211

Credential Information

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
PE.0043281	Examination	Professional Engineer	Active	06/25/2009	11/01/2023	10/31/2025

Board/Program Actions

Discipline
There is no Discipline or Board Actions on file for this credential.

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Gillian McCarthy, PE

Safety Engineer



► EDUCATION

MS, Civil Engineering, University of Delaware

BS, Structural Engineering, Cork Institute of Technology (Ireland)

BA, Music & Italian, University College Cork (Ireland)

► SPECIAL TRAINING

Professional Engineer, CO
#PE.0062771

During Gillian's career at CDOT, she worked on safety analyses and preparing safety assessment reports in the Traffic and Safety group at HQ. She joined DiExSys in 2021 preparing safety assessment reports. Some of her projects have included the City of Colorado Springs LRSP, the Jefferson County LRSP, the Alabama DOT Safety Study, the Arkansas DOT Rural Intersection Safety Study, the Clackamas County, Oregon, Safety Study, and the SS4A Comprehensive Safety Action Plan for the Corpus Christi MPO.

RELEVANT PROJECTS & ROLES

Colorado Springs Local Road Safety Plan in Colorado Springs, CO. The DiExSys team recently completed (February 2023) an LRSP for the City of Colorado Springs. Its focus was to assist the City with prioritization of safety needs through data-driven decision support analysis integrated with public involvement. Its emphasis was on congested intersections and arterials in Colorado Springs with special consideration of collectors with lower traffic volumes. Following the network screening analysis, diagnostic examination, and stakeholders' involvement, the study developed 168 safety project scopes.

Arkansas DOT Rural Intersection Safety Study across the state for the ARDOT, AR. Gillian conducted network screening and prepared safety assessment reports for 75 rural intersections across Arkansas. The work included analyses on SPFs, diagnostics, countermeasure development, and B/C, as well as project management.

Jefferson County Local Road Safety Plan in Jefferson County, CO. In January 2022, the DiExSys team completed an LRSP for Jefferson County, Colorado. Its focus was to assist the County with prioritization of safety needs through data-driven decision support analysis integrated with public involvement. Its emphasis was on congested intersections and arterials in Jefferson County with special consideration of rural county roads in mountainous and rolling terrain. Following the network screening analysis, diagnostic examination, and stakeholders' involvement, the study developed 57 safety project scopes.



Lookup Detail View

Licensee Information

This serves as primary source verification of the license.*

**Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.*

Name	Public Address
Gillian M McCarthy	Castle Rock, CO 80104

Credential Information

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
PE.0062771	Examination	Professional Engineer	Active	06/14/2023	11/01/2023	10/31/2025

Board/Program Actions

Discipline
There is no Discipline or Board Actions on file for this credential.

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Schedule 5

Special Funding Contract Requirements and IGA for Street Safety Study

Excerpt from Request for Proposal dated February 26, 2024, Attachments C and D

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

Definitions:

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

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

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

Notice:

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

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

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

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

1. REMEDIES

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

- 1.1 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- 1.2 The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.
- 1.3 City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

- 2.1 Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed in Section 1 above and may immediately terminate the agreement upon written notice to Contractor.
- 2.2 Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.
- 2.3 Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

3. EQUAL EMPLOYMENT OPPORTUNITY

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

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

- 3.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 3.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 3.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 3.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 3.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 3.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 3.8 The Contractor will include the portion of the sentence immediately preceding paragraph (3.1) and the provisions of paragraphs (3.1) through (3.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. DAVIS BACON ACT

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

This section only applicable for construction.

- 4.1 A copy of the current prevailing wage determination issued by the Department of Labor has been attached as Appendix ____.
- 4.2 All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 4.3 Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 4.4 Additionally, Contractors shall pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

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

This section only for construction.

- 5.1 Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 5.2 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- 5.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

This section only for contracts with being performed by mechanics or laborers this section has been removed.

- 6.1 Overtime requirements. Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- 6.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 6.1 of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 6.1 of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 6.1.
- 6.3 Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (6.2) of this section.
- 6.4 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 6.1 through 6.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 6.1 through 6.4 of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT/AGREEMENT

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

If the Contractor qualifies as a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the federal funding contract, the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

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

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

- 8.1 Clean Air Act:

8.1.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

8.1.2 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

8.1.3 The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

8.2 Federal Water Pollution Control Act:

8.2.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

8.2.2 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

8.2.3 The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

9. DEBARMENT AND SUSPENSION

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

9.1 This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).

9.2 The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

9.3 This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

10. BYRD ANTI-LOBBYING AMENDMENT

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

Contractors must sign and submit to the City the Byrd Anti-Lobbying Amendment Certification included with this bid. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

11. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

The Contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

13. DOMESTIC PREFERENCES FOR PROCUREMENT

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

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

14. ACCESS TO RECORDS

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

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

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

15. CHANGES

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

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

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

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

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

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

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

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

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

18. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

19. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

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

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

Supplement to SPECIAL FUNDING CONTRACT REQUIREMENTS FOR CITY OF PUEBLO
For use with Safe Streets For All Federal Highway Administration (SS4A/FHWA)

Relevant Definitions

Contractor/Consultant shall refer to 2 CFR 200.331 for definition of subrecipient and contractor. For the purposes of this bid, the Consultant/Contractor may be referred to as subrecipient and/or contractor. For information refer to: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.331>

Contractor/Consultant shall be responsible to follow all terms and conditions of the grant sections listed for Recipient in flow-down (pass-through) for the agreement awarded in this bid and any subcontractor/subconsultant agreements/contracts. 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331-200.333

Build America, Buy America

Contractor/Consultant may not propose inclusion of any products, materials, etc. that are not in compliance with the section shown on page 17 of 29 of the attached grant agreement for City of Pueblo (Section 18.1 Build America, Buy America). For additional information, refer to <https://www.energy.gov/management/build-america-buy-america#:~:text=Per%20Section%2070914%20of%20the,domestic%20content%20procurement%20preference%20requirement.>

Small and Disadvantaged Business Requirements

The Contractor/Consultant shall expend all funds under this award in compliance with the requirements of 2 CFR 200.321. For additional information refer to: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.321>

Foreign Market Restrictions

Contractor/Consultant shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period for which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor/Consultant acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Contractor/Consultant and all subcontractors/subconsultants from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

Climate Change and Environmental Justice

Contractor/Consultant shall perform work consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

Racial Equity and Barriers to Opportunity

Contractor/Consultant shall perform work consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan.20.2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

Trafficking in Persons

Contractor/Consultant shall be required to comply with the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended ([22 U.S.C. 7104\(g\)](https://www.ecfr.gov/current/title-22/subtitle-A/part-175)). Refer to: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-175>

External Award and Obligations

The Contractor/Consultant shall comply with (1) 49 C.F.R. part 20: New Restrictions on Lobbying; (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964; (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and (4) Subpart B of 49 C.F.R. part 32: Government-wide Requirements for Drug-free workplace (Financial Assistance). Refer to page 24 of 29 of the attached Grant Award and/or refer to <https://www.ecfr.gov/current/title-49/subtitle-A/part-21>, <https://www.ecfr.gov/current/title-49/subtitle-A/part-27>, <https://www.ecfr.gov/current/title-49/subtitle-A/part-32>.

U.S. DEPARTMENT OF TRANSPORTATION, EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM, DATED FEBRUARY 8, 2023

The Contractor/Consultant shall comply with all requirements, terms, and conditions of the attached document Exhibits A and B (pages A-1 to B-21). If any of these requirements, terms, and conditions are not in agreement with the City of Pueblo SPECIAL FUNDING CONTRACT REQUIREMENTS FOR CITY OF PUEBLO or this Supplement for SS4AFHWA, the U.S. Department of Transportation, Exhibits to FHWA Grant Agreements dated 8, 2023 shall take precedence.

GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: Safe Streets 4 All – SS4A Planning Grant

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) Kelly Grisham

06/13/2023

Date

Title: PW Project Coordinator

1. **Award No.**
693JJ32340380
2. **Effective Date**
See No. 17 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Unique Entity Id.: NJK3BNUDRHJ7
EIN No.: 84-6000615
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award –
25 months
7. **Total Amount**
Federal Share: \$681,600.00
Recipient Share: \$170,400.00
Other Federal Funds: \$0
Other Funds: \$0
Total: \$852,000.00
8. **Type of Agreement**
Action Plan Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
10. **Procurement Request No.**
HSSP230479PR
11. **Federal Funds Obligated**
\$681,600.00
12. **Submit Payment Requests To**
See article 20.
13. **Payment Office**
See article 20.
14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.610066
15. **Description of Project**
The City will hire a consultant or consultants to create an evidence-based Action Plan that will facilitate life-saving redesigns that significantly reduce or eliminate roadway fatalities and serious injuries. The Comprehensive safety plan will be developed through interaction between multiple community stakeholder groups to identify projects and programs that will help contribute to improving the safety of pedestrians, bicyclists and vehicles.

RECIPIENT

16. Signature of Person Authorized to Sign

 7-12-23

Signature

Date

Name: Nicholas A. Gradisar

Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature

Date

Name: Carolyn Lethert

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the Federal Highway Administration (the “FHWA”) and the City of Pueblo (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the SS4A Planning Grant.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: SS4A Planning Grant

Application Date: August 26, 2022

2.2 Award Amount.

SS4A Grant Amount: \$681,600

2.3 Award Dates.

Period of Performance End Date: See Section 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Section 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The goal of the Action Plan is to establish an evidence-based comprehensive plan that will identify roadway safety infrastructure projects and programs enabling the City to compete for surface road, bridge, and other infrastructure grants. The Action Plan will be used in concert with a study of local public transportation serving areas of persistent poverty, recently funded by FTA 20.505.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	December 31, 2024
Planned Action Plan Completion Date:	March 31, 2025
Planned Action Plan Adoption Date:	June 27, 2025
Planned SS4A Final Report Date:	June 30, 2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$681,600
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$170,400
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$852,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$681,600	\$170,400	\$852,000
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$0.00	\$0.00	\$852,000

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

NJK3BNUDRHJ7

4.2 Recipient Contact(s).

Andrew Hayes
Public Works Department Director
City of Pueblo
211 East D Street Pueblo, CO 81003
719-553-2295
ahayes@pueblo.us

Kelly Grisham
Public Works Project Coordinator
City of Pueblo
211 East D Street Pueblo, CO 81003
719-553-2254
kgrisham@pueblo.us

4.3 Recipient Key Personnel.

Name	Title or Position
Andrew Hayes	Public Works Department Director
Charles Roy	Public Works Department Deputy Director
Kelly Grisham	Public Works Department Project Coordinator
Eva Cosyleon	MPO Manager

4.4 USDOT Project Contact(s).

Stephen Parker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
(202) 366-4668
stephen.parker@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
12300 West Dakota Avenue Suite 390
Lakewood, CO 80228
(720)963-3589
Ashley.cucchiarelli@dot.gov

and

TBD
Agreement Specialist (AS)

and

Division Administrator
Agreement Officer's Representative (AOR)
Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
Colorado.fhwa@dot.gov

and

Ajin Hu
Colorado Division Office Point of Contact
Grants Program Manager
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
720-963-3071
ajin.hu@dot.gov

William Haas
Program Development Team Leader
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
720-963-3016
william.haas@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition
and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/subrecipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and Section 2.4 in Article 2.

- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Pueblo County

Baseline Measurement Date: April 30, 2025

Baseline Report Date: June 30, 2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: Not Applicable

Schedule: Not Applicable

Budget: Not Applicable

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City of Pueblo Public Works Department has adopted a Title VI compliance plan, which assures equal public access to public works services and the benefits of capital improvement projects across the City. The Title VI plan is available online: [City of Pueblo Public Works Department Title VI Compliance Plan](#)

ATTACHMENT D CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

This project includes development of a comprehensive safety plan which will identify a slate of projects and programs to improve pedestrian, bicycle and vehicular safety. The projects that are generated from this plan that are identified for funding, will be evaluated for their environmental justice impacts.

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements. d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
x	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

This project includes development of a comprehensive safety plan which will identify a slate of projects and programs to improve pedestrian, bicycle and vehicular safety. The projects that are generated from this plan that are identified for funding, will be evaluated for their ability to create good paying jobs, with the free and fair choice to join a union and incorporate strong labor standards.

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
X	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

The City of Pueblo has an internal policy that is Trade Agreements Act (TAA) compliant, meaning that procured equipment cannot be made in certain countries, including but not limited to, China and India.

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT
PROGRAM:
FHWA PROJECTS

Revision date: March 28, 2023

Table of Contents

Article 7 Purpose.....	6
7.1 Purpose.....	6
Article 8 USDOT Role.....	6
8.1 Division of USDOT Responsibilities.....	6
8.2 USDOT Program Contacts.....	7
Article 9 Recipient Role.....	7
9.1 Statements on the Project.....	7
9.2 Statements on Authority and Capacity.....	7
9.3 USDOT Reliance.....	8
9.4 Project Delivery.....	8
9.5 Rights and Powers Affecting the Project.....	8
9.6 Notification of Changes to Key Personnel.....	9
Article 10 Award Amount, Obligation, and Time Periods.....	9
10.1 Federal Award Amount.....	9
10.2 Federal Obligations.....	9
10.3 Budget Period.....	9
10.4 Period of Performance.....	9
Article 11 Statement of Work, Schedule, and Budget Changes.....	9
11.1 Notification Requirement.....	9
11.2 Statement of Work Changes.....	10
11.3 Schedule Changes.....	10
11.4 Budget Changes.....	10
11.5 USDOT Acceptance of Changes.....	11
Article 12 General Reporting Terms.....	11
12.1 Report Submission.....	11
12.2 Alternative Reporting Methods.....	11
12.3 Paperwork Reduction Act Notice.....	11
Article 13 Progress and Financial Reporting.....	12
13.1 Quarterly Program Performance Reports.....	12
13.2 Quarterly Financial Status.....	12
Article 14 Performance Reporting.....	12
14.1 Baseline Performance Measurement.....	12
14.2 Section 24112(h) Report.....	12
Article 15 Noncompliance and Remedies.....	13
15.1 Noncompliance Determinations.....	13
15.2 Remedies.....	14
15.3 Other Oversight Entities.....	15
Article 16 Agreement Termination.....	15
16.1 USDOT Termination.....	15
16.2 Closeout Termination.....	16
16.3 Post-Termination Adjustments.....	16
16.4 Non-Terminating Events.....	16
16.5 Other Remedies.....	16
Article 17 Monitoring, Financial Management, Controls, and Records.....	16
17.1 Recipient Monitoring and Record Retention.....	16
17.2 Financial Records and Audits.....	17
17.3 Internal Controls.....	17
17.4 USDOT Record Access.....	17

Article 18 Contracting and Subawards	17
18.1 Build America, Buy America.	17
18.2 Small and Disadvantaged Business Requirements.	20
18.3 Engineering and Design Services.	20
18.4 Foreign Market Restrictions.....	20
18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment... 20	
18.6 Recipient Responsibilities For Subawards.....	20
18.7 Subaward and Contract Authorization.....	20
Article 19 Costs, Payments, and Unexpended Funds	20
19.1 Limitation of Federal Award Amount.	20
19.2 Projects Costs.....	21
19.3 Timing of Project Costs.	21
19.4 Recipient Recovery of Federal Funds.....	21
19.5 Unexpended Federal Funds.....	21
19.6 Timing of Payments to the Recipient.....	21
19.7 Payment Method.....	21
19.8 Information Supporting Expenditures.....	21
19.9 Reimbursement Frequency.	22
Article 20 Liquidation, Adjustments, and Funds Availability	22
20.1 Liquidation of Recipient Obligations.....	22
Article 21 Agreement Modifications	22
21.1 Bilateral Modifications.	22
21.2 Unilateral Contact Modifications.....	22
21.3 USDOT Unilateral Modifications.....	22
21.4 Other Modifications.	22
Article 22 Climate Change and Environmental Justice	23
22.1 Climate Change and Environmental Justice.	23
Article 23 Racial Equity and Barriers to Opportunity	23
23.1 Racial Equity and Barriers to Opportunity.....	23
Article 24 Federal Financial Assistance, Administrative, and National Policy Requirements 23	
24.1 Uniform Administrative Requirements for Federal Awards.....	23
24.2 Federal Law and Public Policy Requirements.	23
24.3 Federal Freedom of Information Act.	23
24.4 History of Performance.....	23
24.5 Whistleblower Protection.....	24
24.6 External Award Terms and Obligations.....	24
24.7 Incorporated Certifications.	24
Article 25 Assignment	25
25.1 Assignment Prohibited.....	25
Article 26 Waiver.....	25
26.1 Waivers.	25
Article 27 Additional Terms and Conditions.....	25
27.1 Effect of Action Plan or Implementation Plan.....	25
27.2 Disclaimer of Federal Liability.....	25
27.3 Environmental Review.....	25
27.4 Railroad Coordination.....	27
27.5 Relocation and Real Property Acquisition.....	27
27.6 Equipment Disposition.....	27
Article 28 Mandatory Award Information.....	27
28.1 Information Contained in a Federal Award.....	27

Article 29 Construction and Definitions	28
29.1 Attachments.	28
29.2 Exhibits.	28
29.3 Construction.	28
29.4 Integration.	28
29.5 Definitions.....	28
Article 30 Agreement Execution and Effective Date	29
30.1 Counterparts.	29
30.2 Effective Date.	29

Index of Definitions

Administering Operating Administration	7
Environmental Review Entity.....	25
Federal Share	11
FHWA.....	7
NOFO.....	6
OMB	11
Program Statute.....	28
Project.....	19
Project Closeout	16
SS4A Grant	28
USDOT	6

GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) established the Safe Streets and Roads for All (SS4A) Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of BIL to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2022 for the SS4A Discretionary Grant Program (87 Fed. Reg. 31606 (May 24, 2022; subsequently amended in 87 Fed. Reg. 47818 on August 4, 2022).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2022 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through D are project-specific attachments.

ARTICLE 7 PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “**FHWA**”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contacts.

FHWA Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2201

and

[enter FHWA Division Office lead point of contact]
[enter address]
[enter email address]
[enter telephone]

ARTICLE 9 RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) It has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable.
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient’s jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT’s selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient’s compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 CFR 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient’s performance under this agreement without written approval of the USDOT.

- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

- 9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.4 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.3.

ARTICLE 10

AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

- 10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in Section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates for the period of performance listed in section 2.3 of the grant agreement.

10.3 Budget Period

The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

- (a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Section 2.3.
- (b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 11

STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:

- (1) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
- (2) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.3.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

- (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
- (2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:

- (1) the "Non-Federal Funds" amount decreases; or
- (2) the "Total Eligible Project Cost" amount decreases.

(c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

(d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.

(e) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section

11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

- (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and
- (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Action Plan or Implementation Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900-999).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12 GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "OMB"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13

PROGRESS AND FINANCIAL REPORTING

- 13.1 Quarterly Program Performance Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, August 20th, and December 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report in the format and with the content described in Exhibit C (SF-PPR). If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year, the Recipient shall submit a Federal Financial Report using SF-425.

ARTICLE 14

PERFORMANCE REPORTING

- 14.1 Baseline Performance Measurement.** If the Designation in Section 2.5 is “Implementation,” then:
- (1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
 - (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.
- 14.2 Section 24112(h) Report:** The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report that describes, consistent with section 24112(g) of BIL:
- (1) the costs of carrying out the project;
 - (2) the outcomes and benefits that each eligible project generated as identified in the grant application and measured by data to the maximum extent practicable (i.e. number of fatalities and serious injuries that occurred within the limits of the project location); and
 - (3) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure that is identified in the Performance Measure Table in Attachment A, not later than January 31 of each year that follows a calendar year within the period of performance during which data was collected, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15 NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;

- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

- (1) after considering the Recipient's response under section 15.1(b); or
- (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

- (1) additional conditions on the award;
- (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
- (3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.2 table (a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2022 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2022” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2022” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Primarily iron or steel” means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

“**Project**” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

- (a) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

- 18.2 Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).
- 18.3 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 CFR 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.
- 18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.
- 18.6 Recipient Responsibilities For Subawards.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.
- 18.7 Subaward and Contract Authorization.**

If the USDOT Office for Subaward and Contract Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any work under this agreement for Action Plan awards. This provision does not apply to the acquisition of supplies, material, equipment or general support services. That approval will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer’s concurrence on that determination.

ARTICLE 19

COSTS, PAYMENTS, AND UNEXPENDED FUNDS

- 19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for

payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.
- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval pre-award costs under 2 C.F.R. 200.458. pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures

(a) If the USDOT Payment System identified in section 5.2 is "DELPHI eInvoicing," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

- 19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 20

LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21

AGREEMENT MODIFICATIONS

- 21.1 Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications.

- (a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

21.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

- 21.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

- 22.1 Climate Change and Environmental Justice.** Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 23
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

- 23.1 Racial Equity and Barriers to Opportunity.** Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 24
**FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL
POLICY REQUIREMENTS**

- 24.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.
- 24.2 Federal Law and Public Policy Requirements.**
- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
 - (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.
- 24.3 Federal Freedom of Information Act.**
- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
 - (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.
- 24.4 History of Performance.** Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient’s performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

24.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

24.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R 175.15(b): Trafficking in Persons; and
 - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
 - (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
 - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
 - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

24.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 25 ASSIGNMENT

- 25.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26 WAIVER

26.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS

- 27.1 Effect of Action Plan or Implementation Plan.** Based on information that the Recipient provided to the USDOT, including the Technical Application, at indicated in section 2.5, this agreement designates this award as an Action Plan award or a Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.
- 27.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.
- 27.3 Environmental Review**
- (a) In this section, “**Environmental Review Entity**” means:
 - (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

- (2) for all other cases, the FHWA.
- (b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
 - (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
 - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
 - (1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
 - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.4 Railroad Coordination. If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

27.5 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

27.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 27.6 for all tiers of subawards under this award.

**ARTICLE 28
MANDATORY AWARD INFORMATION**

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the "Federal Award Date" is the date of this agreement, as defined under section 30.2;
- (2) the "Assistance Listings Number" is 20.939 and the "Assistance Listings Title" is "Safe Streets and Roads for All Grant Program"; and
- (3) this award is not for research and development.

ARTICLE 29 CONSTRUCTION AND DEFINITIONS

29.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Racial Equity and Barriers to Opportunity
Attachment D	Climate Change and Environmental Justice Impacts
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience

29.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 SS4A Grant Program”, dated February 8, 2023, and available at [URL to be inserted when posted online], are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement, including article 3 and Attachments A–D.

“**SS4A Grant**” means an award of funds that were made available under the NOFO.

“Grant Application” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 30 AGREEMENT EXECUTION AND EFFECTIVE DATE

- 30.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 30.2 Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION
EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

February 8, 2023

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2022 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

- 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ee. Freedom of Information Act – 5 U.S.C. 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
- ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- nn. Wilderness Act – 16 U.S.C. 1131-1136
- oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252)
- rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1

- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2022 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139

- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Length, Width and Weight Limitations – 23 C.F.R. Part 658
- f. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- g. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- h. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2022 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 SS4A grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely.

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 SS4A grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2022 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4. **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:
FORMAT AND CONTENT

1. **Purpose.** The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2022 SS4A grant program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
2. **Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.
 - (a) **Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.
 - (b) **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.
 - (c) **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
 - (d) **Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
 - (e) **Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

(h) Certifications.

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and [recipient name] entered a grant agreement for the [project name] that was executed by the USDOT on [date of USDOT signature on original agreement] (the "Agreement").

This instrument obligates [SXXX] for [insert portion of project listed in the Agreement].

[Recipient name] states that:

- (1) the Agreement accurately describe the Project's activities;
- (2) for each completion date listed in the Agreement, the Recipient's estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project's current budget with the amounts listed in the Agreement, the "Non-Federal Funds" amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient's statements above.

July 12, 2023 By: Nicholas Gradisar
Date Signature of Recipient's Authorized Representative

[insert name] Nicholas Gradisar
Name

[insert title] Mayor
Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	[insert name]

	Name
	[insert title]

	Title

Additional Information for Agreement

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Signature Authorization

Affirmative Action Plan

PERA Questionnaire

Insurance Certificate(s) - Requested corrections as shown 5/28/2024

**CERTIFICATION REGARDING
BYRD ANTI-LOBBYING**

Award of \$100,000 or more; 2 CFR, Part 200, Appendix II(I)

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

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

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

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

Contractor Company Name: Street Simplified

Signature:  Date: 3/20/2024

Printed
Name/Title: Andrew Janzen, Chief Executive Officer

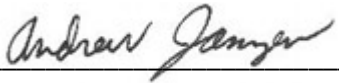
**CERTIFICATION REGARDING
CONTRACTOR/CONSULTANT AGREEMENT WITH FUNDING REQUIREMENTS**

BID: 24-015 (CITY OF PUEBLO)

Contractor/Consultant shall comply with all requirements, terms, and conditions as included in this bid or by reference.

By signature below, Contractor/Consultant certifies that they have received copies of, reviewed, understand, and agree to fully comply with the requirements, terms, and conditions of the SPECIAL FUNDING CONTRACT REQUIREMENTS FOR CITY OF PUEBLO, the Supplement for SS4AFHWA, the Grant Award dated February 8, 2023, and the U.S. Department of Transportation Exhibits to FHWA Grant Agreements dated February 8, 2023.

Contractor Company Name: Street Simplified

Signature:  Date: 3/20/2024

Printed
Name/Title: Andrew Janzen, Chief Executive Officer



STREET SIMPLIFIED, LLC

REVIEWED
By Christina Garcia at 3:13 pm, Apr 22, 2024

Unique Entity ID YTZUH1MZBRG3	CAGE / NCAGE 876R7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Apr 18, 2025	
Physical Address 2020 Centerline LN Georgetown, Texas 78628-3091 United States	Mailing Address 2020 Centerline LN Georgetown, Texas 78628-3091 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 31	State / Country of Incorporation Delaware / United States	URL (blank)

Registration Dates

Activation Date Apr 22, 2024	Submission Date Apr 18, 2024	Initial Registration Date Jul 27, 2018
---------------------------------	---------------------------------	---

Entity Dates

Entity Start Date Aug 29, 2016	Fiscal Year End Close Date Dec 31
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Immediate Owner

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

Highest Level Owner

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

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

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

Entity Types

Business Types

Entity Structure Partnership or Limited Liability Partnership	Entity Type Business or Organization	Organization Factors Limited Liability Company
Profit Structure For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business

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

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 876R7

Points of Contact

Electronic Business

👤 Andrew Janzen, CEO	2020 Centerline LN Georgetown, Texas 78628 United States
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Government Business

👤 Andrew Janzen, CEO	2020 Centerline LN Georgetown, Texas 78628 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	334111	Electronic Computer Manufacturing
	541519	Other Computer Related Services

Product and Service Codes

PSC	PSC Name
6710	Cameras, Motion Picture
B506	Special Studies/Analysis- Data (Other Than Scientific)
B599	Special Studies/Analysis- Other
R702	Support- Management: Data Collection

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)



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

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	Street Simplified, LLC		
Status	Good Standing	Formation date	01/04/2024
ID number	20241019580	Form	Foreign Limited Liability Company
Periodic report month	January	Jurisdiction	Delaware
Principal office street address	2020 Centerline Lane, Georgetown, TX 78628, United States		
Principal office mailing address	2020 Centerline Lane, Georgetown, TX 78628, United States		

Registered Agent	
Name	Northwest Registered Agent LLC
Street address	1942 Broadway St., STE 314C, Boulder, CO 80302, United States
Mailing address	1942 Broadway St., STE 314C, Boulder, CO 80302, United States

- [Filing history and documents](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
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- [Subscribe to text notification](#)
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Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Street Simplified, LLC

is an entity formed or registered under the law of Delaware, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20241019580.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 04/15/2024 that have been posted, and by documents delivered to this office
electronically through 04/19/2024 @ 15:22:55.

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 04/19/2024 @ 15:22:55 in accordance with applicable law.
This certificate is assigned Confirmation Number 15960843.



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."

May 3rd, 2024

Authorized Signers of Street Simplified, LLC

To Whom it May Concern,

As of the date listed above, Andrew Janzen, CEO, is the sole Managing Member of the LLC and has sole authority to bind the company under contract.

As the managing member of Street Simplified, LLC, I formally authorize Street Simplified, LLC to perform services under City of Pueblo Project ID 24-015 and my signature below serves as my signature authorization.

Sincerely,



Andrew Janzen
Chief Executive Officer
Street Simplified, LLC
971-255-2614
andrew@streetsimplified.com

Street Simplified Affirmative Action Plan

Street Simplified does not discriminate against any employee or applicant because of race, color, religion, sex, national origin, creed or age.

Street Simplified will take affirmative action to ensure applicants and employees are treated fairly without regard to their race, color, religion, sex, national origin, creed, or age. Such action shall include but not be limited to the following; employment evaluation, upgrading, promotion, transfer, recruitment, layoff, termination, rates of pay & compensation, & selection for training. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.

Sincerely,

Benjamin Griffard

Benjamin Griffard, Vice president of Safety

4/30/24

**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 X, No _____. (If you answered "no" please proceed to signature section at bottom of this page.)

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

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

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

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

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

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

Company Name: Street Simplified, LLC

Authorized Signature: Andrew Janzen

Title: Chief Executive Officer

Printed Name: Andrew Janzen

Date: 5-3-2024

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2024

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

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

PRODUCER Propel Insurance 1201 Pacific Avenue; Suite 1000 COM Small Business Tacoma, WA 98402-4321	CONTACT NAME: Julia Olson PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: julia.olson@propelinsurance.com														
INSURED Street Simplified LLC 2020 Centerline Ln Georgetown, TX 78628	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 485">INSURER A : Lloyds of London</td> <td data-bbox="1433 453 1572 485"></td> </tr> <tr> <td data-bbox="816 485 1433 516">INSURER B : Hartford Casualty Insurance</td> <td data-bbox="1433 485 1572 516">29424</td> </tr> <tr> <td data-bbox="816 516 1433 548">INSURER C : United Financial Casualty Company</td> <td data-bbox="1433 516 1572 548">11770</td> </tr> <tr> <td data-bbox="816 548 1433 579">INSURER D :</td> <td data-bbox="1433 548 1572 579"></td> </tr> <tr> <td data-bbox="816 579 1433 611">INSURER E :</td> <td data-bbox="1433 579 1572 611"></td> </tr> <tr> <td data-bbox="816 611 1433 634">INSURER F :</td> <td data-bbox="1433 611 1572 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lloyds of London		INSURER B : Hartford Casualty Insurance	29424	INSURER C : United Financial Casualty Company	11770	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER: <i>Please mark Project with an "X"</i>			ESM0239927851	04/09/2024	04/09/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			972724176	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	72WECAS4UK1	06/07/2023	06/07/2024	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			ESM0239927851	04/09/2024	04/09/2025	\$2,000,000 Each Claim \$3,000,000 Aggregate \$5,000 Deductible

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

Project: 24-015 Consultant for Street Safety Study

The City of Pueblo, its agents, officers and employees. *are listed as additional insureds.*

CERTIFICATE HOLDER

CANCELLATION

City of Pueblo, A Municipal Corporation 230 S mechanic Street Pueblo, CO 81003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$91,389.36 TO RUSS GRADING & EXCAVATING LLC, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR AT THE INTERSECTION OF NORTHERN AVENUE AND SPRUCE STREET, APPROVING A CHANGE ORDER IN THE AMOUNT OF \$27,001.25 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract to Russ Grading & Excavating LLC, for emergency storm sewer point repair at the intersection of Northern Avenue and Spruce Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Stormwater Utility was notified that a stormwater pipe was damaged on the southside of the intersection of Northern Avenue and Spruce Street. The pipes were inspected due to a milling project being conducted on Northern Avenue. Closed caption television (CCTV) was conducted of the 3 runs of pipe in the system and revealed that a fiber line was bored through the southeast pipe that connects a manhole and an inlet located south of the intersection of Northern Avenue and Spruce Street. A visual inspection of the system revealed that the inlets needed to be replaced as well. An emergency point repair was required to repair the inlets and pipes. The pipe that was bored through will be replaced, and the company that is responsible for the fiber line has agreed to pay the cost of replacing the pipe and materials associated with that section of pipe.

The amount of \$29,339.00 will be billed to Segura + Unite Private Networks (UPN) for boring through the southeast stormwater pipe. The bill includes the price of HP stormwater pipe, asphalt, concrete flow fill, the Board of Water Works relocating of its pipe, and a portion of mobilization.

The bid summary sheet with the unit prices for the estimated work performed by Russ Grading & Excavating LLC. This work was performed under the 2023-2026 Storm Sewer Point Repair Resolution #15335 which contractors were qualified via competitive bid.

The cost breakdown for the project is as follows:

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
1.	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	170	LF	\$182.00	\$30,940.00
2.	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC 15" Pipe	170	LF	\$70.00	\$11,900.00
3.	Remove and Replace Standard Curb and Gutter	4	LF	\$50.00	\$200.00
4.	Install Extra Lean Concrete (Flowable Fill)	28	CY	\$175.00	\$4,900.00
5.	Dissimilar Pipe Connection for Pipe 12" to 18"	1	EA	\$750.00	\$750.00
6.	Remove and Replace 4 ft Dia. Standard Manhole	1	EA	\$6,000.00	\$6,000.00
7.	Remove and Replace Single Denver 16 Combination Inlet	3	EA	\$8,500.00	\$25,500.00
8.	Mobilization	1	LS	\$4,000.00	\$4,000.00
9.	Traffic Control +10%	1	LS	\$7199.36	\$7,199.36
TOTAL					\$91,389.36

CHANGE ORDER (ADD-ONS)					
1.	Remove & Replace Standard Curb and Gutter	39	LF	\$50.00	\$1,950.00
2.	Install Extra Lean Concrete (Flow Fill)	18.91	CY	\$175.00	\$3,309.25
3.	Remove and Replace 4" Concrete	194.00	LF	\$23.00	\$4,462.00
4.	Remove & Replace 5" Asphalt 15" Pipe (>100)	95	LF	\$80.00	\$7,600.00
5.	Board of Water Works 12" Main Relocation Due to Conflict	1	LS	\$19,030.00	\$19,030.00
6.	Payment and Performance Bond	1	LS	\$2,550.00	\$2,550.00
TOTAL					\$38,901.25
CHANGE ORDER (DEDUCTIONS)					
1.	Remove Existing Pipe and Replace 5" Asphalt 15" Pipe (>100)	70	LF	- \$11,900.00	-\$11,900.00
GRAND TOTAL					\$118,390.61

FINANCIAL IMPLICATIONS:

Funding in the amount of \$118,390.61 will be paid from the Stormwater Utility budget. Project Account SWAN03, Point Repairs and Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Bid Summary
2. Site Location Map
3. Change Order 1 - No Cost Change Order (Time Extentsion)
4. Change Order 2
5. Invoices from Russ Grading & Excavating LLC

RESOLUTION NO. 15653

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$91,389.36 TO RUSS GRADING & EXCAVATING LLC, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR AT THE INTERSECTION OF NORTHERN AVENUE AND SPRUCE STREET, APPROVING A CHANGE ORDER IN THE AMOUNT OF \$27,001.25 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to Russ Grading & Excavating LLC, under the 2023-2026 Storm Sewer Point Repair contract: NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves Project No. 23-040 (SWAN03) – Emergency Storm Sewer Point Repair at the intersection of Northern Avenue and Spruce Street, and hereby approves the award of the emergency construction contract to Russ Grading & Excavating LLC, in the amount of \$91,389.36.

SECTION 2.

Change Order #1 to Project No. 23-040 (SWAN03) – Emergency Storm Sewer point Repair at the intersection of Northern Avenue and Spruce Street for an extended 16 calendar days and Change Order #2 in the amount of \$27,001.25 is hereby ratified and approved.

SECTION 3.

Funds for Project No. 23-040 (SWAN03) – Emergency Storm Sewer Point Repair at the intersection of Northern Avenue and Spruce Street shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 4.

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

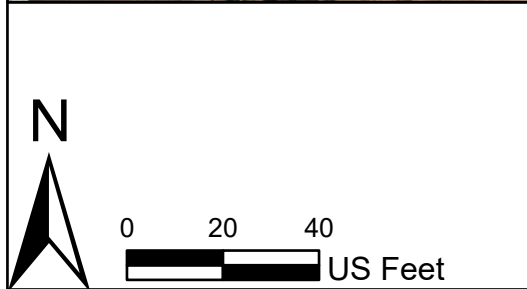
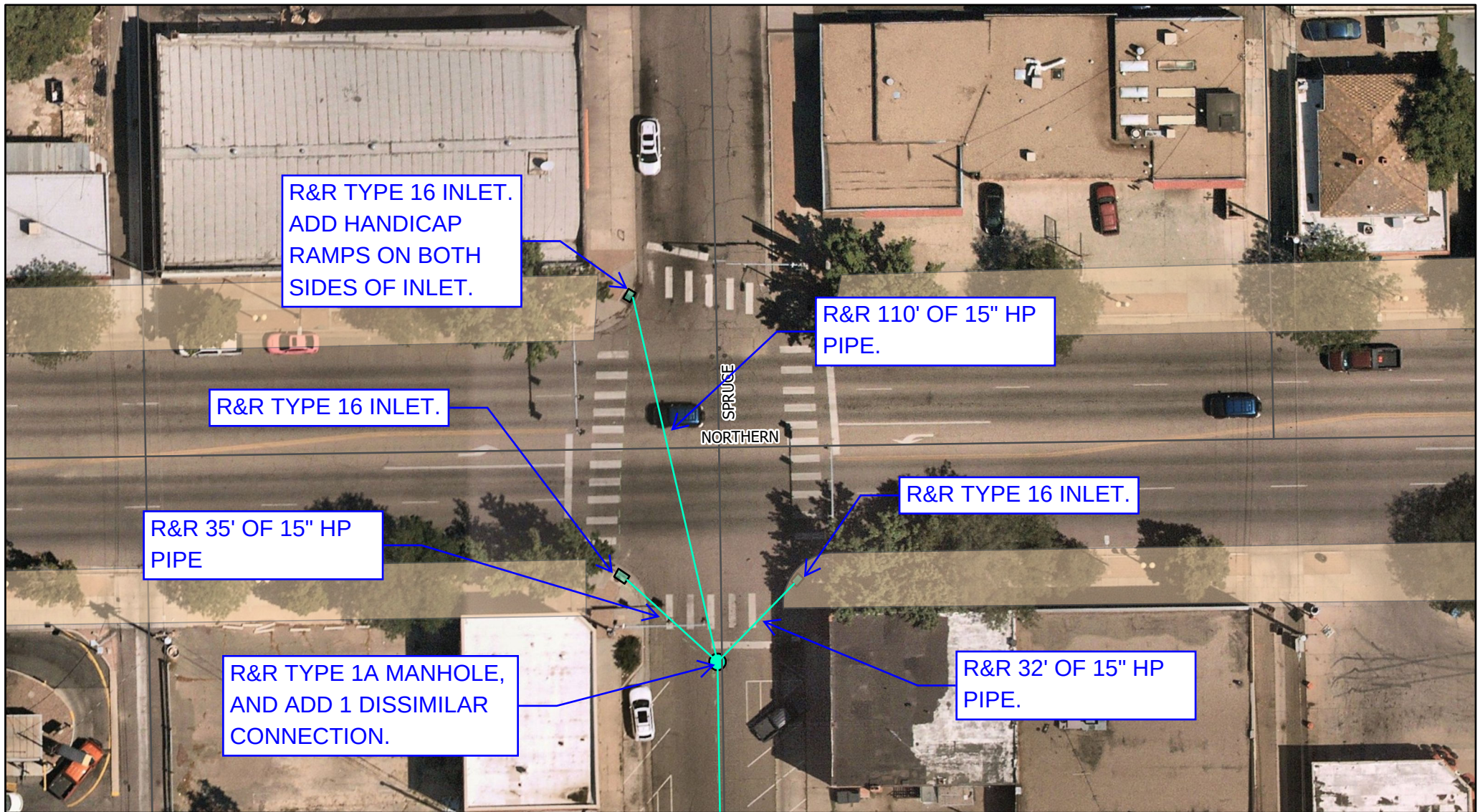
INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK

Emergency Storm Sewer Point Repair					Russ Grading & Excavating LLC	
Line Item	Description	Bid Quantities	Quantity	Unit of Measure	Unit Cost	
1	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	21-100	72	LF	\$232.00	\$16,704.00
2	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC 15" Pipe	21-100	72	LF	\$80.00	\$5,760.00
3	Install Extra Lean Concrete (Flowable Fill)	1-20	9.5	CY	\$185.00	\$1,757.50
4	Dissimilar Pipe Connection for Pipe 12" to 18"	1	1	EA	\$750.00	\$750.00
5	Remove and Replace Single Denver 16 Combination Inlet	1	1	EA	\$8,500.00	\$8,500.00
6	Mobilization	1	1	LS	\$4,000.00	\$4,000.00
7	Traffic Control	1	1	EA	\$2,495.57	\$2,495.57
					Total	\$39,967.07



NORTHERN & SPRUCE

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City Of Pueblo

Contract Change Order

Stormwater Utility Division

Project Number : 23-040

Change Order No. : 1

Date: 4/29/2024

Project Name : Northern and Spruce EPR

Contractor : RUSS GRADING & EXCAVATING LLC

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
TOTAL		\$0.00	\$0.00

Net Adjustment This Change Order	\$	0.00
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	84190.00
Total Adjusted Contract Amount To Date	\$	84190.00

Reason For Change:

No cost change order to the extended the contract time by 16 calendar days. Time extension is due to weather, utility crossings, and other projects in the area that made it difficult to start and continue the project.

The time provided for completion of the contract is increased by sixteen calendar days.

This document shall become an amendment to the contract and all provisions of the contract apply hereto. The adjustment to the contract amount and contract time, if any, made by this change order constitutes full compensation to the Contractor for the work included within this change order, and Contractor's acceptance hereof constitutes a waiver of any contract and equitable claims on account thereof.

Prepared by:  Date: 4/29/2024
Associate Engineer

Reviewed by: *John Walker* Date: 4/1/20
Stormwater Coordinator

Accepted by: [Signature] Date: 4/29/24
Contractor's Representative

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

Approved by: [Signature] Date: 5/20/24
Director of Public Works

City Of Pueblo

Contract Change Order

Department Of Public Works

Project Number : 23-040**Change Order No. :** 2**Date:** May 29, 2024**Project Name :** Northern Avenue and Spruce Street**Contractor :** Russ Grading & Excavating LLC

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 and Replace standard curb & gutter		\$1,950.00
2	Install flowfill		\$3,309.25
3	Remove and Replace 4" concrete		\$4,462.00
4	Remove and Replace Asphalt 15" Pipe (21-100)		\$7,600.00
5	Board of Water Works relocation due to conflict with upsized southeast inlet lateral.		\$19,030.00
6	Payment and Performance Bond		\$2,550.00
7	Remove & Replace 5" asphalt 15" pipe	\$11,900.00	
TOTAL		\$11,900.00	\$38,901.25

Net Adjustment This Change Order	\$	27001.25
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	84190.00
Traffic Control		7199.36
Total Adjusted Contract Amount To Date	\$	118390.61

Reason For Change:

After opening the road it was discovered that by upsizing the pipe the water main and the storm pipe would be in conflict. A new plan had to be done as to how we could fit the stormwater pipe in without hitting the water main. What was decided was to lower the water main, and that added more material to the EPR.

The time provided for completion of the contract is increased by sixteen (16) days.

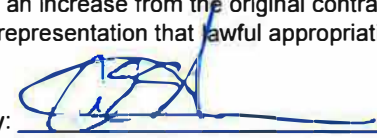
This document shall become an amendment to the contract and all provisions of the contract apply hereto. The adjustment to the contract amount and contract time, if any, made by this change order constitutes full compensation to the Contractor for the work included within this change order, and Contractor's acceptance hereof constitutes a waiver of any contract and equitable claims on account thereof.

Prepared by:  Date: 5/30/24
Associate Engineer 1

Reviewed by:  Date: 5/30/24
Stormwater Coordinator

Accepted by:  Date: 4/25/24
Contractor's Representative

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

Approved by:  Date: 5/30/24
Director of Public Works

Russ Grading & Excavating LLC

24975 South Rd
Pueblo, CO 81006
USA

INVOICE

Invoice Number: 474
Invoice Date: Apr 30, 2024
Page: 1
Duplicate

Voice: 719-369-9781
Fax:

Bill To:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Ship to:
City of Pueblo PO Box 1427 Pueblo, CO 81002

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		5/30/24

Quantity	Description	Unit Price	Amount
	23-040 NORTHERN & SPRUCE EPR APRIL2024		
	BASE CONTRACT ITEMS		
170.00	R&R 15" HP PIPE >8' DEEP	182.00	30,940.00
170.00	R&R 5" ASPHALT 15" PIPE(>100)	70.00	11,900.00
4.00	R&R STANDARD CURB & GUTTER	50.00	200.00
28.00	INSTALL FLOWFILL	175.00	4,900.00
1.00	DISSIMILAR PIPE CONNECTION 12"-18"	750.00	750.00
1.00	R&R 4' MANHOLE	6,000.00	6,000.00
3.00	R&R SINGLE DENVER TYPE 16 INLET	8,500.00	25,500.00
1.00	MOBILIZATION	4,000.00	4,000.00
1.00	TRAFFIC CONTROL + 10%	7,199.36	7,199.36
	CONTRACT INCREASES		
39.00	R&R STANDARD CURB & GUTTER	50.00	1,950.00
18.91	INSTALL FLOWFILL	175.00	3,309.25
194.00	R&R 4" CONCRETE	23.00	4,462.00
95.00	R&R 5" ASPHALT 15" PIPE (21-100)	80.00	7,600.00
	CONTRACT DECREASES		
-170.00	R&R 5" ASPHALT 15" PIPE (>100)	70.00	-11,900.00
	CHANGE ORDERS		
1.00	BOWW 12" MAIN RELOCATION DUE TO CONFLICT	19,030.00	19,030.00
	WITH UPSIZED SE INLET LATERAL		
1.00	PAYMENT & PERFORMANCE BONDS	2,550.00	2,550.00
Subtotal			118,390.61
Sales Tax			
Total Invoice Amount			118,390.61
Payment/Credit Applied			
TOTAL			118,390.61

Check/Credit Memo No:



A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004

719-543-1353 FAX-719-543-6244

RENTED TO				JOB LOCATION	TICKET #	
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001				BAILEY NORTHERN & SPRUCE PUEBLO CO	Con# 135841 Loc 200	
DL/ID #	DOBth	MISC	PHONE	OUT	DATE	TIME
CA28678			W (719) 369-9781		04/30/24	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
				RETURNED	05/03/24	4:00 PM CT

FINAL

Charge for 1.00 Day(s)

Page: 1

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
8	DRW3-0000				SIGN, 36"ROAD WORK AH(DG)				32.00	32.00
	\$4.00/D					4.00				
8	DRL3-0000				SIGN, 36"RT/LT LN CL AH(DG)				32.00	32.00
	\$4.00/D					4.00				
8	DRT3-0000				SIGN, 36"RT/LT TRANS(DG)				32.00	32.00
	\$4.00/D					4.00				
160	BATM-0000				BARR.TUBULAR MARKERS 42"				480.00	480.00
	\$3.00/D					3.00				
8	VCHN-0000				BARR.VERT.CHEV N/L				32.00	32.00
	\$4.00/D					4.00				
16	VLNL-0000				BARR.VERT.KEEP L/R NL				64.00	64.00
	\$4.00/D					4.00				
8	DSC3-0000				SIGN, 36"STREET CL.AH(DG)				32.00	32.00
	\$4.00/D					4.00				
8	DGDT-0000				BARR.T-3 RC/RCTT(DG) DET				72.00	72.00
	\$9.00/D					9.00				
4	LBTS				LABOR, TCS PER HOUR			85.00	340.00	340.00

----- Payments -----

Office Hours:

M-F 7:30am - 5:00pm

Closed For Lunch 12pm - 1pm

Closed Sat. & Sun.

RENT	776.00
SALES	0.00
OTHER	340.00
DW/FEES	69.84
SMM TAX	0.00
SALES TAX	64.29
USE TAX	0.00

TOTAL DUE	1250.13
TOTAL PAID	0.00
AMT BILLED	1250.13

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WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

05/07/24 08:31:43



A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004
719-543-1353 FAX-719-543-6244

RENTED TO			JOB LOCATION		TICKET #	
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001			(2) TRAFFIC CONTROL PLANS NORTHERN & SPRUCE 2WAY TRAFFIC PUEBLO CO		Con# 135734 Loc 200	
DL/ID #	DOBth	MISC	PHONE	OUT	DATE	TIME
CA28678			W (719) 369-9781		04/05/24	11:48 AM VV
ID#3	PO/JOB #	RECEIVED BY			04/05/24	11:49 AM VV
	BAILEY					

FINAL

Page: 1

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
2	TCP-REG								125.00	250.00
----- Payments -----										250.00
	FORCE CHARGE								250.00	04/05/24

Office Hours:
M-F 7:30am - 5:00pm
Closed For Lunch 12pm - 1pm
Closed Sat. & Sun.

RENT	0.00
SALES	0.00
OTHER	250.00
DW/FEES	0.00
SMM TAX	0.00
SALES TAX	0.00
USE TAX	0.00
TOTAL DUE	250.00
TOTAL PAID	0.00
AMT BILLED	250.00

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WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

04/05/24 11:49:39



A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004
719-543-1353 FAX-719-543-6244

RENTED TO			JOB LOCATION	TICKET #		
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001			BAILEY NORTHERN & LAKE PUEBLO CO	Con# 135791 Loc 200		
DL/ID #	DOBth	MISC	PHONE	OUT	DATE	TIME
CA28678			W (719) 369-9781		04/12/24	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY			RETURNED	04/25/24

FINAL

Charge for 1.00 Day(s) Page: 1

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
22	DRW3-0000									
	\$4.00/D					4.00			88.00	88.00
22	DRL3-0000								88.00	88.00
	\$4.00/D					4.00				
22	DRT3-0000								88.00	88.00
	\$4.00/D					4.00				
374	BATM-0000								1122.00	1122.00
	\$3.00/D					3.00				
22	VCHN-0000								88.00	88.00
	\$4.00/D					4.00				
66	VLNL-0000								264.00	264.00
	\$4.00/D					4.00				
28	DSC3-0000								112.00	112.00
	\$4.00/D					4.00				
28	DGDT-0000								252.00	252.00
	\$9.00/D					9.00				
168	BADN-0000								504.00	504.00
	\$3.00/D					3.00				

Office Hours:

M-F 7:30am - 5:00pm

Closed For Lunch 12pm - 1pm

Closed Sat. & Sun.

RENT	3794.00
SALES	0.00
OTHER	595.00
DW/FEES	341.46
SMM TAX	0.00
SALES TAX	314.29
USE TAX	0.00
TOTAL DUE	5044.75
TOTAL PAID	0.00
AMT BILLED	5044.75

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WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

04/30/24 07:56:35



A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004
719-543-1353 FAX-719-543-6244

RENTED TO				JOB LOCATION	TICKET #	
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001				BAILEY NORTHERN & LAKE PUEBLO CO	Con# 135791 Loc 200	
DL/ID #	DOBth	MISC	PHONE	OUT	DATE	TIME
CA28678			W (719) 369-9781		04/12/24	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY			RETURNED	04/25/24

FINAL

Charge for 1.00 Day(s)

Page: 2

QTY	ITEM#	MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
1188	BACC-0000				BARR.CROWD CONTROL PER FT				1188.00	1188.00
	\$1.00/D				1.00					
					EACH SECTION IS CHARGED PER LIN. FEET. APPX 9' EA					
7	LBS				LABOR, TCS PER HOUR			85.00	595.00	595.00
----- Payments -----										
	FORCE CHARGE				5044.75	04/30/24				

Office Hours:

M-F 7:30am - 5:00pm

Closed For Lunch 12pm - 1pm

Closed Sat. & Sun.

RENT	3794.00
SALES	0.00
OTHER	595.00
DW/FEES	341.46
SMM TAX	0.00
SALES TAX	314.29
USE TAX	0.00
TOTAL DUE	5044.75
TOTAL PAID	0.00
AMT BILLED	5044.75

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CHANGE ORDERS**Location: NORTHERN & SPRUCE EPR****4/16-17/2024 WATER MAIN RELOCATION**

JD 320P BACKHOE	20	HR	\$150.00	\$3,000.00
INT PIPE SERVICE TRUCK	20	HR	\$100.00	\$2,000.00
SAW CUTTING	120	LF	\$4.00	\$480.00
TANDEM AXLE DUMPTRUCK	20	HR	\$110.00	\$2,200.00
VAC TRAILER	10	HR	\$225.00	\$2,250.00
CREW FORMAN	20	HR	\$65.00	\$1,300.00
EQUIPMENT OPERATORS X1	20	HR	\$60.00	\$1,200.00
GENERAL LABOR X 6	120	HR	\$55.00	\$6,600.00
MATERIALS	0	LS		\$0.00
			TOTAL	\$19,030.00



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 10, 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 APPROVING PAYMENT IN THE AMOUNT OF \$86,741.00 FROM PROJECT CI2421 - YOUR IDEA, YOUR NEIGHBORHOOD, FOR SIX OF THE YOUR IDEA, YOUR NEIGHBORHOOD (YIYN) STAKEHOLDER COMMITTEES RECOMMENDED YIYN PROJECTS.

SUMMARY:

This Resolution approves \$86,741.00 for six of the Your Idea, Your Neighborhood projects from Project CI2421 - Your Idea, Your Neighborhood.

PREVIOUS COUNCIL ACTION:

City Council approved, budgeted, and appropriated the 2024 Budget on November 27, 2023, which included the Your Idea, Your Neighborhood project for \$1,000,000.00. City Council approved Resolution 15499 on February 12, 2024, confirming the appointment of the Your Idea, Your Neighborhood Review Committee.

BACKGROUND:

Project submissions for the Your Idea, Your Neighborhood project were collected from December 2023 through January 2024. An independent Your Idea, Your Neighborhood Taskforce Committee (Committee) reviewed all of the project submissions. The Committee proposed 12 projects to be approved and completed by the City of Pueblo.

FINANCIAL IMPLICATIONS:

Approving funds in the amount of \$86,741.00 for six of the Your Idea, Your Neighborhood projects from Project CI2421 - Your Idea, Your Neighborhood.

	Department	Project	Amount
1	Parks & Rec	Belmont Picnic Area	\$7,500.00

2	Parks & Rec	Laura's Dream - Park Tables and Benches	\$12,300.00
3	Parks & Rec	Olivia Memorial Bench at Mineral Palace Park	\$3,500.00
4	Parks & Rec	JJ Raigoza Park Bench	\$4,600.00
5	Public Works	20th & West St. Crosswalk with 4 Flashing Signs	\$45,500.00
6	Public Works & Police	Vehicle Radar Speed Management at Sunset Park Neighborhood, 17th & Court St., and Lehigh Park Area.	\$13,341.00
		Total Amount	\$86,741.00

BOARD/COMMISSION RECOMMENDATION:

N/A to this Resolution.

STAKEHOLDER PROCESS:

N/A to this Resolution.

ALTERNATIVES:

The City Council could choose not to approve the six projects listed above.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF \$86,741.00 FROM PROJECT CI2421 - YOUR IDEA, YOUR NEIGHBORHOOD, FOR SIX OF THE YOUR IDEA, YOUR NEIGHBORHOOD (YIYN) STAKEHOLDER COMMITTEES RECOMMENDED YIYN PROJECTS.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$86,741.00 are hereby approved for six of the Your Idea, Your Neighborhood projects from CI2421 - Your Idea, Your Neighborhood listed below.

	Department	Project	Amount
1	Parks & Rec	Belmont Picnic Area	\$7,500.00
2	Parks & Rec	Laura's Dream - Park Tables & Benches	\$12,300.00
3	Parks & Rec	Olivia Memorial Bench at Mineral Palace Park	\$3,500.00
4	Parks & Rec	JJ Raigoza Park Bench	\$4,600.00
5	Public Works	20th & West St. Crosswalk with 4 Flashing Signs	\$45,500.00
6	Public Works & Police	Vehicle Radar Speed Management at Sunset Park Neighborhood, 17th & Court St., and Lehigh Park Area.	\$13,341.00
		Total Amount	\$86,741.00

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: June 10, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 APPROVING PAYMENT IN THE AMOUNT OF \$50,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE DEVELOPMENT OF A MASTER PLAN FOR THE CITY PARK AND THE ARKANSAS RIVER TRAIL, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR §35.6.

SUMMARY:

This Resolution authorizes payment in the amount of \$50,000 from Project CI2113 American Rescue Plan Act ("ARPA") for the development of a Master Plan for the City Park and the Arkansas River Trail. This payment is authorized by section 603 (c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR §35.6.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

ARPA authorized a revenue replacement calculation that would allow state and local governments to use a portion of ARPA allocation for governmental services. In 2017, the City of Pueblo and the Pueblo Conservancy District championed an effort to provide a Master Plan for the 2.75-mile stretch of the Arkansas River Flood Levee adjacent to Historic Downtown Pueblo. The planning process was initiated in response to ongoing work at that time to lower the existing Levee in this area, develop safety features to the popular whitewater course, enhance the murals, and assess the opportunities and challenges of this urban river park. The plan laid out a vision for the area below 4th Street bridge, which increased community focus on active river recreation, improved connectivity to the river, improved the ecology of the river, and increased economic development opportunities.

Now, with the Board of Water Works replacing their water intake below City Park with a boatable structure, the City and the District would like to solicit the expertise of a third-party consultant to help expand the vision of the Arkansas Corridor for further development. Specifically, from Pueblo Dam to Runyon Lake, the Plan will highlight opportunities and strategies for the segments from the north boundary of City Park and extending through both whitewater parks. The primary goals for the project include developing a Master Plan for:

- Enhancing the corridor for recreation use as the Board of Water Works completes a project to renovate a dam and create a boatable water park. Vehicle movement through and around City Park, safe vehicle access to the water park, and identify parking needs.
- Improved pedestrian and bicycle use of the trails.
- Improved water quality and wildlife habitat in the corridor.
- Identifying opportunities for art, culture, and learning within the corridor.
- New trail connections to adjacent neighborhoods and throughout the river trail system.
- Creating resting points and overlooks along the trail with seating, lighting and information.
- Identifying river hazards that must be removed to make the river safe for use.
- Analysis of abandoned railroad property in the corridor.

The new Plan will help guide policy and resource decisions by leaders as the Arkansas Corridor is further developed. When the Plan is complete it will help leverage Federal, State, and local funding opportunities for the Arkansas River corridor through Pueblo. The Plan is expected to cost \$175K, funded with \$75K from the Pueblo Conservancy District, \$50K from the City's Lottery funds, and \$50K from the city's ARPA funds.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$50,000 will be paid out of Project CI2113 - American Rescue Plan.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

A tenant of the work will be community engagement. As the consultant works to develop a plan, the city will lead civic engagement and visioning activities with a broad range of stakeholder to be active partners to inform the Plan and board adoption.

ALTERNATIVES:

City Council could decide not to authorize the payment for the trail study.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15654

A RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF \$50,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE DEVELOPMENT OF A MASTER PLAN FOR THE CITY PARK AND THE ARKANSAS RIVER TRAIL, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR §35.6.

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 Plant Act (hereinafter "ARPA"); and

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

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(C) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds on governmental services pursuant to the revenue replacement calculation; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$50,000.00 is hereby authorized from Project CI2113 – American Rescue Plan for the development of a Master Plan for the City Park and the Arkansas River Trail.

SECTION 2.

The officers of the City are authorized and directed 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 final passage.

INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 \$15,271.78 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 515 W. 4TH 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 515 W. 4th St.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing routine maintenance in the sewer main near 515 W. 4th St, they became stuck at 45 feet downstream of an inspection pipe (IP). The cleaning head brought back a lot of mud, rocks and pieces of clay tiles but was unable to reach the IP. A television inspection revealed a hole with a large offset that was preventing the cleaning equipment from reaching the IP. An emergency repair was performed to fix the defect and replace the IP with a manhole to gain access at both end of the pipe segment.

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>		
Total:	\$ 12,321.78	81%
<u>Surface Improvement Related</u>		
Total:	\$ 2,950.00	19%
Grand Total:	\$ 15,271.78	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. 6-10-24 515 W 4th St Emergency Point Repair Attachment

RESOLUTION NO. 15655

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$15,271.78 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 515 W. 4TH 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 515 W. 4th St with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$15,271.78.

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: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					515 W 4th St Estimate		
Date 3/27/2024					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	45	\$ 6,435.00	\$ 15,840.00	\$ 5,175.00
		>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	50	\$ 3,500.00	\$ 3,250.00	\$ 3,750.00
		>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	120	\$ 1,800.00	\$ 3,840.00	\$ 2,040.00
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		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY		\$ -	\$ -	\$ -
		21-100	CY	25	\$ 4,125.00	\$ 6,375.00	\$ 4,175.00
		>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	2	\$ 600.00	\$ 300.00	\$ 776.00	
24	Mobilization	LS	1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00	
			Total	\$ 21,960.00	\$ 37,455.00	\$ 21,906.00	
			With Contingency	\$ 26,352.00	\$ 44,946.00	\$ 26,287.20	

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 5/23/2024

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
515 W 4th 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 AND REPLACE 8" PVC PIPE <10' DEEP (21-100LF)	(\$5,175.00)	
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-100LF)	(\$3,750.00)	
3	REMOVE AND REPLACE 7" REINFORCED CONCRETE (>100SF)	(\$2,040.00)	
4	INSTALL EXTRA LEAN CONCRETE(FLOWFILL)	(\$668.00)	
6	REINSTATE SERVICES	(\$388.00)	
8	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (1-20LF)		\$1,750.00
9	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (1-20LF)		\$1,900.00
10	REMOVE AND REPLACE 7" REINFORCED CONCRETE (21-100SF)		\$1,050.00
11	TRAFFIC CONTROL		\$686.78
TOTAL (Decrease) / Increase		(\$12,021.00)	\$5,386.78

Net Adjustment This Change Order	\$	(6,634.22)
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	21,906.00
Total Adjusted Contract Amount To Date	\$	15,271.78

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
515 W 4th St





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 \$15,066.42 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2551 CAMELLIA ST, PROJECT NO. 24-033 (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 2551 Camellia St.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On April 16, 2024, the City of Pueblo Public Works Department reported a sinkhole near 2551 Camellia St. A television crew was sent out to inspect the main and they discovered a 90% sag and a large hole in the sewer main under the location of the sinkhole. They also discovered a broken pipe segment at 115 feet from upstream manhole. An emergency repair was performed to fix the sinkhole and repair the defective pipe segments to prevent further deterioration of the pipe and possible blockage of the sewer main.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which two 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>		
Total:	\$	9,684.42	64%
	<u>Surface Improvement Related</u>		
Total:	\$	5,382.00	36%
Grand Total:	\$	15,066.42	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. 24-033 (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. 6-10-24 2551 Camellia St Emergency Point Repair Attachment

RESOLUTION NO. 15656

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$15,066.42 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2551 CAMELLIA ST, PROJECT NO. 24-033 (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 2024-2026 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 2551 Camellia St with Parker Excavating, Inc., Project No. 24-033 (WWAN03) awarded to said bidder in the amount of \$15,066.42.

SECTION 2.

Funds for Project 24-033 (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 \$1,497.42 are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					2551 Camellia St	
Date 4/18/2024					Miller Pipeline, LLC	Parker Excavating, Inc.
Project Number: 24-033 (WWAN03)						
Item	Description	Estimated				
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF	31	\$ 5,580.00	\$ 4,278.00
		>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	Remove and Replace 6" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
12	Remove and Replace 6" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF	45	\$ 4,050.00	\$ 3,510.00
		>100	LF		\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
15	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
16	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -
17	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
18	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
19	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -
		21-100	SF		\$ -	\$ -
		>100	SF		\$ -	\$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -
		21-100	LF		\$ -	\$ -
		>100	LF		\$ -	\$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		\$	-	\$	-
		21-100	LF		\$	-	\$	-
		>100	LF		\$	-	\$	-
22	Install Extra Lean Concrete (FlowFill)	1-20	CY	20	\$	3,900.00	\$	3,280.00
		21-100	CY		\$	-	\$	-
		>100	CY		\$	-	\$	-
23	Class 6 Base Course for Gravel Surfaced Alleys	TN			\$	-	\$	-
24	Remove Camera/Cleaning Head/Tap Cutter	HR			\$	-	\$	-
25	Remove and Replace 48" Diameter Manhole	EA			\$	-	\$	-
26	Remove and Replace 60" Diameter Manhole	EA			\$	-	\$	-
27	Reinstate Services - 4"	EA		2	\$	700.00	\$	776.00
28	Reinstate Services - 6"	EA			\$	-	\$	-
29	Mobilization	LS		1	\$	1,750.00	\$	1,725.00
				Total	\$	15,980.00	\$	13,569.00
				With Contingency	\$	19,176.00	\$	16,282.80

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03)

Change Order No. : ONE

5/23/2024

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
2551 Camellia 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 (21-100LF)	(\$690.00)	
3	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (21-100LF)		\$1,872.00
6	TRAFFIC CONTROL		\$315.42
TOTAL (Decrease) / Increase		(\$690.00)	\$2,187.42

Net Adjustment This Change Order	\$	1,497.42
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	13,569.00
Total Adjusted Contract Amount To Date	\$	15,066.42

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

FORM CO100.1299



24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
2551 Camellia St





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-10) TO THE PUEBLO CHAMBER OF COMMERCE FOR THE USE OF GRAND AVENUE FROM CITY CENTER DRIVE TO UNION AVENUE, D STREET FROM VICTORIA AVENUE TO MAIN STREET, C STREET FROM VICTORIA AVENUE TO MAIN STREET, UNION AVENUE FROM CITY CENTER DRIVE TO B STREET, AND ALAN HAMEL AVENUE FROM UNION AVENUE TO MAIN STREET TO HOST THE 30TH ANNUAL CHILE AND FRIJOLES FESTIVAL

SUMMARY:

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

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND

The Pueblo Chamber of Commerce has submitted a revocable permit (REV-24-10) application requesting the use of the right-of-way located at Grand Avenue from City Center Drive to Union Avenue, D Street from Victoria Avenue to Main Street, C Street from Victoria Avenue to Main Street, Union Avenue from City Center Drive to B Street, and Alan Hamel Avenue from Union Avenue to Main Street to host the 30th Annual Chile and Frijoles Festival from September 18, 2024, at 7:00 a.m. until September 24, 2024, at 7:00 a.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their annual Chile and Frijoles Festival.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 24-10

RESOLUTION NO. 15657

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-10) TO THE PUEBLO CHAMBER OF COMMERCE FOR THE USE OF GRAND AVENUE FROM CITY CENTER DRIVE TO UNION AVENUE, D STREET FROM VICTORIA AVENUE TO MAIN STREET, C STREET FROM VICTORIA AVENUE TO MAIN STREET, UNION AVENUE FROM CITY CENTER DRIVE TO B STREET, AND ALAN HAMEL AVENUE FROM UNION AVENUE TO MAIN STREET TO HOST THE 30TH ANNUAL CHILE AND FRIJOLES FESTIVAL

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-10) is authorized to be issued to the Pueblo Chamber of Commerce for the use of Grand Avenue from City Center Drive to Union Avenue, D Street from Victoria Avenue to Main Street, C Street from Victoria Avenue to Main Street, Union Avenue from City Center Drive to B Street, and Alan Hamel Avenue from Union Avenue to Main Street to host the 30th Annual Chile and Frijoles Festival.

SECTION 2.

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

SECTION 3.

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

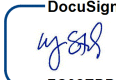
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Greater Pueblo Chamber of Commerce 302 N. Santa Fe Ave Pueblo ,Co., 81003 719-542-1704 3 Wren Way Pueblo, Co., 81005**
2. Permitted Area: **Grand Avenue from City Center Drive to Union Avenue, D Street from Victoria Avenue to Main Street, C Street from Victoria Avenue to Main Street, Union Avenue from City Center Drive to B Street, and Alan Hamel Avenue from Union Avenue to Main Street.**
3. Purpose of Revocable Permit: **To host the 30th Annual Chile & Frijoles Festival**
4. Commencement Date: **September 18, 2024** Time: **7am**
5. Ending Date: **September 24, 2024** Time: **7am**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 20 day of May, 2024.

PERMITTEE:

Organization or

Individual:

By:

Title:

Greater Pueblo Chamber of Commerce
[Signature]
President/CEO

STATE OF COLORADO)

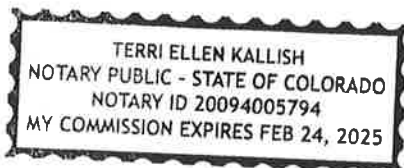
COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 20 day of May, 2024 by [Signature] as President/CEO.

My commission expires: 2-24-25

[Signature]

Notary Public



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

By _____

Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-11) TO THE PUEBLO PERFORMING ARTS GUILD FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CITY CENTER DRIVE BETWEEN ELIZABETH STREET AND GRAND AVENUE FOR THE PURPOSE OF FACILITATING A PRIVATE CONCERT EVENT, JUNE 29, 2024, THROUGH JUNE 30, 2024.

SUMMARY:

Attached is a resolution authorizing the issuance of a Revocable Permit submitted by the Pueblo Performing Arts Guild for a private concert event.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo Performing Arts Guild has submitted a Revocable Permit (REV-24-11) application requesting to close City Center Drive between Elizabeth Street and Grand Avenue for the purpose of facilitating a private concert event, June 29, 2024, through June 30, 2024.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting a private concert event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 24-11

RESOLUTION NO. 15658

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-11) TO THE PUEBLO PERFORMING ARTS GUILD FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CITY CENTER DRIVE BETWEEN ELIZABETH STREET AND GRAND AVENUE FOR THE PURPOSE OF FACILITATING A PRIVATE CONCERT EVENT, JUNE 29, 2024, THROUGH JUNE 30, 2024.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-11) is authorized to be issued to the Pueblo Performing Arts Guild for the use of the right-of-way along City Center Drive between Elizabeth Street and Grand Avenue for the purpose of facilitating a private concert event, June 29, 2024, at 2:00 p.m. through June 30, 2024, at 9:00 a.m.

SECTION 2.

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

SECTION 3.

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

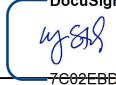
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Pueblo Performing Art Guild, INC 107 S Grand Ave 719-242-6652 107 S Grand Ave, Pueblo CO 81003**
2. Permitted Area: **City Center Drive between Elizabeth Street and Grand Avenue**
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicle, bicycle, and pedestrian traffic to facilitate a private concert event**
4. Commencement Date: **June 29, 2024** Time: **2:00PM**
5. Ending Date: **June 30, 2024** Time: **9:00AM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

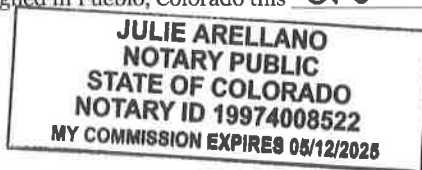
(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee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

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

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

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

Signed in Pueblo, Colorado this 23rd day of May, 2024.



PERMITTEE:

Organization or Individual:

By:

Title:

Pueblo Arts Alliance
Christina McCann
Executive Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 23rd day of May, 2024 by Christina M. McCann as _____.

My commission expires: 5/12/2025.

Julie Arellano
Notary Public

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

By _____

Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 ALYSSA VARGAS-LOPEZ TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 31, 2024 ON THE EL CENTRO DEL QUINTO SOL RECREATION CENTER BOARD OF DIRECTORS

SUMMARY:

This Resolution confirms the appointment by the Mayor of Alyssa Vargas - Lopez to complete a four-year term expiring August 31, 2024 on the El Centro del Quinto Sol Recreation Center Board of Directors.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the resignation of Maria Lopez, there is one vacancy on this board.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15659

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF ALYSSA VARGAS-LOPEZ TO COMPLETE A FOUR-
YEAR TERM EXPIRING AUGUST 31, 2024 ON THE EL
CENTRO DEL QUINTO SOL RECREATION CENTER BOARD
OF DIRECTORS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Alyssa Vargas-Lopez to the El Centro del Quinto Sol Recreation Center Board of Directors; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Alyssa Vargas-Lopez to the El Centro del Quinto Sol Recreation Center Board of Directors to complete a three-year term expiring August 31, 2024, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Iliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 RATIFYING PACOG'S JOINT APPOINTMENT OF
ERIC DUNTON AND ROBERT VIGIL TO THE MECHANICAL BOARD
OF APPEALS

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Mechanical Board of Appeals.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Mechanical Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There are vacancies on the Pueblo Regional Building – Mechanical Board of Appeals. During the PACOG meeting on May 23, 2024, the BOCC and City Council members reviewed the applications and made appointments.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15660

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF ERIC DUNTON AND ROBERT VIGIL TO THE MECHANICAL
BOARD OF APPEALS

WHEREAS, PACOG duly convened and appointed Robert Vigil to complete a four-year term expiring on April 30, 2026 as General Contractor and reappointed Eric Dunton to serve a four-year term ending April 30, 2027 as General Contractor; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment of Robert Vigil to complete a four-year term expiring on April 30, 2026, as General Contractor on the Mechanical Board of Appeals, shall be and hereby is ratified.

SECTION 2.

The reappointment of Eric Dunton to serve a four-year term expiring on April 30, 2027, as General Contractor on the Mechanical Board of Appeals, shall be and hereby is ratified.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 RATIFYING PACOG'S JOINT APPOINTMENT OF KEN GULLEY TO THE PLUMBING BOARD OF APPEALS

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Plumbing Board of Appeals.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Plumbing Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There are vacancies on the Pueblo Regional Building – Plumbing Board of Appeals. During the PACOG meeting on May 23, 2024, the BOCC and City Council members reviewed the applications and made appointments.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15661

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF KEN GULLEY TO THE PLUMBING BOARD OF APPEALS

WHEREAS, PACOG duly convened and appointed Ken Gulley to serve a four-year term expiring on April 30, 2027 as Journeyman on the Plumbing Board of Appeals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The reappointment of Ken Gulley to serve a four-year term expiring on April 30, 2027 on the Plumbing Board of Appeals in the Journeyman position, shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 RATIFYING PACOG'S JOINT APPOINTMENT OF
CHARLES MONTERA TO THE ELECTRICAL BOARD OF APPEALS

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Electrical Board of Appeals.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Electrical Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There is a vacancy on the Electrical Board of Appeals for the position of Contractor. During the PACOG meeting on May 23, 2024, the BOCC and City Council members reviewed the application and appointed Mr. Montera.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15662

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF CHARLES MONTERA TO THE ELECTRICAL BOARD OF
APPEALS

WHEREAS, PACOG duly convened and appointed Charles Montera to serve a four-year term expiring on July 1, 2027, in the Contractor position on the Electrical Board of Appeals; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment of Charles Montera to the Electrical Board of Appeals in the Contractor position to serve a four-year term expiring July 1, 2027, shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 RATIFYING PACOG'S JOINT APPOINTMENT OF DAVID KNUTH AS A GENERAL CONTRACTOR AND ANDREW HAYES AS AN EXPERIENCED PERSON ON THE BUILDING BOARD OF APPEALS

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Building Board of Appeals.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Building Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There are vacancies on the Building Board of Appeals for the positions of Contractor and Experienced Person. During the PACOG meeting on May 23, 2024, the BOCC and City Council members reviewed the application and appointed Mr. Knuth and reappointed Mr. Hayes.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15663

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF DAVID KNUTH AS A GENERAL CONTRACTOR AND
ANDREW HAYES AS AN EXPERIENCED PERSON ON THE
BUILDING BOARD OF APPEALS

WHEREAS, PACOG duly convened and appointed David Knuth as a General Contractor and Andrew Hayes as an Experienced Person on the Building Board of Appeals for terms expiring July 1, 2027; it is now the desire of the Pueblo City Council to ratify said appointment; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment of David Knuth as a General Contractor and Andrew Hayes as an Experienced Person to serve a four-year term expiring July 1, 2027, on the Building Board of Appeals, shall be and hereby is ratified.

SECTION 2.

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

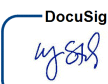
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 10, 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 ACCEPTING AN AMENDMENT TO AIRPORT IMPROVEMENT GRANT NO. 3-08-0046-047-2022 FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) ACTING FOR AND ON BEHALF OF THE UNITED STATES OF AMERICA ADDING \$31,059 FOR ADDITIONAL ENGINEERING AND DESIGN FOR THE REHABILITATION FOR RUNWAY 8R/26L, REMOVAL OF TAXIWAY A2, AND AIRPORT LIGHTING CONTROL MONITORING SYSTEM (ALCMS) REPLACEMENT, AND BUDGETING AND APPROPRIATING FUNDS TO PROJECT ACCOUNT AP2205

SUMMARY:

The attached Ordinance accepts additional grant funds in the amount of \$31,059 for the design for the Rehabilitation for Runway 8R/26L, removal of Taxiway A2, and Airport Lighting Control Monitoring System (ALCMS).

PREVIOUS COUNCIL ACTION:

Ordinance No. 10242 passed and approved by City Council on August 8, 2022, accepted the initial FAA Grant and established Project Account AP2205.

Ordinance No. 10353 passed and approved by City Council on December 27, 2022, approved Amendment No. 1 to the Professional Engineering Services Agreement between Dibble and Associates Consulting Engineers, Inc., for the design for replacing the ALCMS and budgeted the City's matching funds.

BACKGROUND:

During the initial design phase for the Rehabilitation for Runway 8R/26L and Removal of Taxiway A2, it was determined that the current ALCMS was out of date and needed to be replaced. The FAA approved the additional work to be performed as an amendment to the initial design phase.

FINANCIAL IMPLICATIONS:

The FAA commits to increase the maximum obligation for reimbursement by \$31,059. Funds for the amendment will be paid from Project Account AP2205.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City will not be able to accept the additional grant reimbursement funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PUB-NMG-3-08-0046-047-2022-AMD

ORDINANCE NO.

AN ORDINANCE ACCEPTING AN AMENDMENT TO AIRPORT IMPROVEMENT GRANT NO. 3-08-0046-047-2022 FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) ACTING FOR AND ON BEHALF OF THE UNITED STATES OF AMERICA ADDING \$31,059 FOR ADDITIONAL ENGINEERING AND DESIGN FOR THE REHABILITATION FOR RUNWAY 8R/26L, REMOVAL OF TAXIWAY A2, AND AIRPORT LIGHTING CONTROL MONITORING SYSTEM (ALCMS) REPLACEMENT, AND BUDGETING AND APPROPRIATING FUNDS TO PROJECT ACCOUNT AP2205

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

SECTION 1.

FAA Amendment Letter (Amendment No. 1) to AIP Grant No. 3-08-0046-047-2022 is hereby accepted.

SECTION 2.

Funds in the amount of \$31,059 shall be budgeted and appropriated to Project Account AP2205.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

May 2, 2024

Mr. Greg Pedroza
Director of Aviation
31201 Bryan Circle
Pueblo, Colorado 81001

Pueblo Memorial Airport
Pueblo, Colorado
AIP: 3-08-0046-047-2022
Contract No. DOT-FA22NM-1059
UEI No. NJK3BNUDRHJ7
Letter Amendment (Amendment No. 1)

Dear Mr. Pedroza:

This is in response to your letter to the Federal Aviation Administration (FAA) on February 22, 2024, requesting an amendment to the Grant Agreement for the subject AIP Project. You requested an increase in the maximum grant obligation of the United States, as set forth in the Grant Agreement accepted by the sponsor on August 10, 2022.

This letter commits the FAA, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by \$31,059 (from \$292,877 to \$323,936) to cover the Federal share of the total actual eligible and allowable project costs.

Under the terms of the Grant Agreement, this document is incorporated into, and constitutes Letter Amendment No. 1 to the above referenced Grant Agreement. All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

Jesse Lyman
Acting Manager, Denver Airports District Office

cc: CDOT
Dibble



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 10, 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 AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 24-PUB-01 FOR FUNDS IN THE AMOUNT OF \$12,796 FOR THE EAST APRON (NORTH) REHAB PROJECT DESIGN PHASE AND THE TAXILANE REHAB AND NEW T-HANGAR PROJECT DESIGN PHASE, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING \$6,250 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND ESTABLISHING PROJECT NO. AP2401 – EAST APRON (N) TAXILANE REHAB BUDGETING AND APPROPRIATING \$13,094 TO SAID PROJECT

SUMMARY:

This Ordinance will approve and accept a Colorado Department of Transportation Aeronautics Division Grant for the East Apron (North) Rehab project design phase and the Taxilane Rehab and New T-Hangar project design phase for the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9308, passed and approved on July 9, 2018, established Project No. AP1804 – South T-Hangar #1 budgeting and appropriating funds from insurance claim for damage to t-hangars.

BACKGROUND:

The City owned a set of ten T-Hangars that were built in the late 1970s. In May of 2015, the Airport was hit by a severe hail storm that damaged the roof. Then, in July of 2016, the T-Hangars were further damaged by a DC-10 that severely damaged the northernmost hangar unit. Insurance funds have been received to repair the damages. However, repairing the damage will only return the building to its previous condition, which is lacking. Rain water regularly floods the hangars and the hangar doors either require extensive repairs or will need repairs in the near future. Repairing the building

would not extend its useful life. The 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate taxiway infrastructure at the Pueblo Memorial Airport. It is anticipated the FAA will award a grant from the Bi-partisan Infrastructure Legislation (BIL) funds to reimburse 95% of project costs. CDOT has committed to provide up to 2.5% of project design costs, not exceeding \$6,250.

The 2022 Airport Master Plan identified the need to rehab the east apron north of the GA t-hangars. It is anticipated the FAA will award a grant from the Bi-partisan Infrastructure Legislation (BIL) funds to reimburse 95% of project costs. CDOT has committed to providing up to 2.5% of project design costs, not exceeding \$6,546.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$6,250.00 will be budgeted and appropriated to Project No. AP1804 – South T-Hangar #1. City obligated matching funds of \$6,250.00 will come from the already budgeted and appropriated funds.

Funds in the amount of \$6,546.00 will be budgeted and appropriated to Project No. AP2401 – East Apron (N) Taxiway Rehab. City obligated matching funds of \$6,548.00 will be transferred from the Airport Improvement Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the State and project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 24-PUB-01 SDGA Resolution for Signature

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 24-PUB-01 FOR FUNDS IN THE AMOUNT OF \$12,796 FOR THE EAST APRON (NORTH) REHAB PROJECT DESIGN PHASE AND THE TAXILANE REHAB AND NEW T-HANGAR PROJECT DESIGN PHASE, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING \$6,250 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND ESTABLISHING PROJECT NO. AP2401 – EAST APRON (N) TAXILANE REHAB BUDGETING AND APPROPRIATING \$13,094 TO SAID PROJECT

WHEREAS, the General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in C.R.S. §43-10-101 (“the Act”) “...that there exists a need to promote the safe operations and accessibility of general aviation in this state: that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of the state is crucial in the event of a medical or other type of emergency...”; and,

WHEREAS, The Act created the Colorado Aeronautical Board (“the Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“the Division”) to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. See C.R.S. §43-10-103 and C.R.S. §43-10-105 and C.R.S. §43-10-108.5 of the Act; and,

WHEREAS, any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and such airports may request assistance by means of an Ordinance passed by the applicant’s duly-authorized Governing body, which understands that all funds shall be used exclusively as defined in the Division’s Programs and Procedures Manual (“the Manual”) and the Airport Sponsor Assurances for the Colorado Discretionary Aviation Grant Funding (“Grant Assurances”) for the project detailed in the Discretionary Aviation Grant Application (“Application”) and in conjunction with CDOT’s Small Dollar Grant Award Terms and Conditions; NOW THEREFORE,

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

SECTION 1.

The City Council of the City of Pueblo, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics (“Division”) in the form of a state aviation system grant. The City of Pueblo states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application. By signing this Ordinance, the City of Pueblo commits to keep open and accessible for public use all grant funded facilities, improvements, and services for their useful life, as determined by the Division and stated in this Ordinance and Grant Assurances.

SECTION 2.

The Small Dollar Grant Award CDAG No. 24-PUB-01, including the Grant Assurances and Application, (together the “Grant Agreement”) by and between the Colorado Department of

Transportation Aeronautics Division ("CDOT") and the City of Pueblo, a Municipal Corporation, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 3.

The Mayor is hereby authorized to execute the Grant Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 4.

The City of Pueblo hereby designates the Director of Aviation as the Project Director, as described in the Manual, and authorizes the Project Director to act in all matters relating to the work project proposed in the Application on City's behalf.

SECTION 5.

Funds in the amount of \$6,250.00 from the Grant Agreement are hereby budgeted and appropriated to Project No. AP1804 – South T-Hangar #1.

SECTION 6.

Project No. AP2401 – East Apron (N) Taxilane Rehab is hereby established and funds in the amount of \$6,546.00 from the Grant Agreement are hereby budgeted and appropriated to said project.

SECTION 7.

Funds in the amount of \$6,548.00 transferring from the Airport Improvement Fund are hereby budgeted and appropriated to Project No. AP2401 – East Apron (N) Taxilane Rehab.

SECTION 8.

The City of Pueblo has appropriated all funds that are currently required to be provided by the Application under the terms and conditions of the Grant Agreement.

SECTION 9.

Pursuant to the Grant Agreement, CDOT may make amendments to the grant terms and its obligations thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should CDOT increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No. Project No. AP1804 – South T-Hangar #1 or Project No. AP2401 – East Apron (N) Taxilane Rehab, as designated by CDOT respectively, without the need for further action.

SECTION 10.

The City of Pueblo hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and

conditions contained therein.

SECTION 11.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the Grant Agreement to implement the policy and procedures described therein.

SECTION 12.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of Pueblo**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **City of Pueblo** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

FURTHER BE IT RESOLVED:

That the **City of Pueblo** hereby designates **Greg Pedroza** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **City of Pueblo** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **City of Pueblo** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resolution, including all terms and conditions contained therein.

By: _____

Date: _____

Print Name and Title: _____

ATTEST (if needed)

By: _____

Print Name and Title: _____

EXHIBIT A



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION

APPLICANT SPONSOR: City of Pueblo	AIRPORT: Pueblo Memorial Airport	IDENTIFIER: PUB
PROJECT DIRECTOR: Greg Pedroza		
MAILING ADDRESS: 31201 Bryan Circle, Suite 200 Pueblo, CO 81001	EMAIL ADDRESS:	gpedroza@pueblo.us
	PHONE NUMBER:	(719) 553-2744

GRANT NAME AND TERMS

24-PUB-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2027

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$12,796.00
Local Cash:	\$12,798.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$486,281.00
Total Project Funding:	\$511,875.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. Participate in Federally funded Apron Rehab Design & Bidding	\$6,546.00	Up to 2.50%	\$6,548.00	2.50%	\$248,781.00	95.00%	\$261,875.00
B. BIL - Participate in Federally Funded Taxiway Rehab and New Hangar Design	\$6,250.00	Up to 2.50%	\$6,250.00	2.50%	\$237,500.00	95.00%	\$250,000.00
TOTALS	\$12,796.00		\$12,798.00		\$486,281.00		\$511,875.00

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

STATE CONTROLLER

MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

1) Available Model Small Dollar Grant Awards. The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

- a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
- b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
- c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in §1)a.

2) Modifications of Model Small Dollar Grant Awards. A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

- a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
- b. Unauthorized Modifications.** Except as described in §2)a., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

3) Small Dollar Grant Award Exhibits and References. All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with §2), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

STATE CONTROLLER

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



**Robert Jaros, CPA, MBA, JD State
Controller**

STATE CONTROLLER

State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.

2. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

3. Changes. Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

4. Definitions. The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(b) "Budget"** means the budget for the Work described in this Agreement; **(c) "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) "UCC"** means the Uniform Commercial Code in CRS Title 4; **(e) "Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) "Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g) "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. Rights to Materials. *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

STATE CONTROLLER

on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

STATE CONTROLLER

in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **\$28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **\$27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

STATE CONTROLLER

and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

33. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

STATE CONTROLLER

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: (a) **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; (c) **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) **"State Confidential Information"** means any and all State data, information, and records, regardless of physical form; (g) **"State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) **"State Records"** means any and all State data, information, and records, regardless of physical form; (j) **"Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) **"Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

STATE CONTROLLER

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

STATE CONTROLLER

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 10, 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 AMENDING THE TITLE OF CHAPTER 3 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE FROM "SIGHT OBSTRUCTIONS AT INTERSECTIONS" TO "SIGHT OBSTRUCTIONS AND ENCROACHMENTS INTO THE PUBLIC RIGHT-OF-WAY"

SUMMARY:

This Ordinance will amend the title of Chapter 3 of Title XV of the Pueblo Municipal Code from "Sight Obstructions at Intersections" to "Sight Obstructions and Encroachments into the Right-of-Way" to clarify the intended scope and meaning of the Chapter.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The current title of Title XV, Chapter 3 of the Pueblo Municipal Code implies that the Chapter's scope only addresses sight obstructions at roadway intersections within the City. However, the language contained within the rest of the Chapter applies more broadly, defining additional nuisance conditions that the Traffic Engineer is responsible for abating. The proposed change to the title adds clarity to the scope and meaning of Chapter 3.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If City Council does not approve this Ordinance, the title of the Chapter will remain unchanged.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE TITLE OF CHAPTER 3 OF
TITLE XV OF THE PUEBLO MUNICIPAL CODE FROM "SIGHT
OBSTRUCTIONS AT INTERSECTIONS" TO "SIGHT
OBSTRUCTIONS AND ENCROACHMENTS INTO THE PUBLIC
RIGHT-OF-WAY"

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

SECTION 1.

The title of Chapter 3 of Title XV of the Pueblo Municipal Code is hereby amended as follows
(brackets indicate matter being deleted, underscoring indicates new matter being added):

**CHAPTER 3 - Sight Obstructions ~~at Intersections~~ and Encroachments into the Public Right-
of-Way**

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 immediately after the date of final action by the
Mayor and City Council.

Action by City Council:

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

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: June 10, 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 CREATING AND RESERVING SECTIONS 7-3-52 THROUGH 7-3-61 FOR FUTURE ADDITIONS TO THE PUEBLO MUNICIPAL CODE AND CREATING A NEW ARTICLE V CONTAINING SECTIONS 7-3-62 THROUGH 7-3-72 OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE REGULATING THE USE AND MANAGEMENT OF SHOPPING CARTS WITHIN THE CITY

SUMMARY:

This Ordinance will amend Chapter 3 of Title VII of the Pueblo Municipal Code to regulate abandoned shopping carts and provide City staff with procedures for enforcement, recovery, transportation, storage, and disposal of abandoned shopping carts within the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Many retailers within the City provide shopping carts for the convenience of customers while shopping at their establishments. Shopping carts are frequently removed from retail store premises, however, and abandoned on both public and private property around the City, creating nuisance conditions. These carts are frequently recovered by City crews who then notify the respective cart owners that their carts have been located and that they can be picked up. With limited exceptions, retailers have generally refused to pick them up citing labor shortfalls or other company policy reasons.

This Ordinance will add abandoned shopping carts as a specific category of solid waste regulated under Chapter 3 of Title VII of the Pueblo Municipal Code and provide procedures related to their recovery, transportation, storage, and disposal. The Ordinance will also provide for the establishment of fees to be set by a separate resolution of City Council which would be assessed against the respective owners of

abandoned shopping carts.

By establishing a financial incentive to prevent shopping carts from leaving retail premises, retailers may also adopt innovative measures for securing their carts and become more active participants in the recovery process when abandoned carts are located.

FINANCIAL IMPLICATIONS:

Revenues generated from shopping cart impoundment fees would be deposited into the City's General Fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If City Council does not approve this Ordinance, the procedures for recovery, handling, and disposal of abandoned shopping carts will remain uncoded.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE CREATING AND RESERVING SECTIONS 7-3-52 THROUGH 7-3-61 FOR FUTURE ADDITIONS TO THE PUEBLO MUNICIPAL CODE AND CREATING A NEW ARTICLE V CONTAINING SECTIONS 7-3-62 THROUGH 7-3-72 OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE REGULATING THE USE AND MANAGEMENT OF SHOPPING CARTS WITHIN THE CITY

WHEREAS, increased theft and abandonment of shopping carts within the City is a growing problem; and

WHEREAS, such actions create or facilitate nuisance conditions that require subsequent abatement by the City, consuming limited available resources that would otherwise be available for other public services or projects; NOW, THEREFORE,

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

SECTION 1.

Sections 7-3-52 through 7-3-61 of the Pueblo Municipal Code are hereby created and reserved for future additions to the Code as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Secs. 7-3-52—7-3-61. - Reserved.

SECTION 2.

Article V of Chapter 3 of Title VII of the Pueblo Municipal Code is hereby created, containing Sections 7-3-62 through 7-3-72 which shall read as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 7-3-62. - Definitions

For the purpose of this Article, the following words shall have the meanings herein set forth:

(1) "Abandoned shopping cart" means a shopping cart that has been removed from the premises of a retail establishment and which cannot, because of its location or condition, reasonably be used by customers for the transportation of goods.

(2) "Shopping cart" means a transport basket having wheels or similar means of mobility and which is used by a customer for the transportation of goods.

(3) "Premises" means any real property upon which a shopping cart is located.

(4) "Retail establishment" means any business enterprise that sells goods directly to the public, whether it be a store, market, or similar place of business.

(5) "Person" means any individual, firm, partnership, corporation, company, association, joint stock company, or other legal entity.

Sec. 7-3-63. - Abandoned Shopping Carts.

(1) It shall be unlawful for any person to deposit, drop, or throw out any shopping cart on any public or private property except upon the property of the retail establishment which owns said shopping cart.

(2) It shall be unlawful for the owner or occupant of any real property to permit an abandoned shopping cart to remain thereon.

Sec. 7-3-64. - Responsibility of Retail Establishments.

(1) Retail establishments shall be responsible for the proper management of all shopping carts located on their premises or in the City, whether owned by the retail establishment or provided for customer use by a third-party cart provider.

(2) Retail establishments shall properly maintain and secure all shopping carts on their premises to prevent their unauthorized removal.

(3) Retail establishments shall be responsible for the prompt retrieval and return of any shopping cart that is removed from their premises and located within the City.

(4) Retail establishments shall clearly and conspicuously post notice, in a location visible to customers, of their responsibility for the proper management of shopping carts on their premises and in the City.

Section 7-3-65. - Prohibitions.

(1) No person shall remove a shopping cart from the premises of a retail establishment without the express written permission of the retail establishment.

(2) No person shall abandon a shopping cart on public or private property within the City, including but not limited to sidewalks, streets, parks, alleys, or drainage ways.

(3) No person shall tamper with or damage a shopping cart.

Section 7-3-66. - Enforcement.

(1) Any person who violates any provision of this Article shall be subject to a fine of not more than one hundred dollars (\$100.00) for each violation.

(2) Each day that a violation continues shall be considered a separate violation.

Section 7-3-67. - Impoundment.

(1) The City may impound any shopping cart that is abandoned on public or private property within the City and may assess a fee for the impoundment and storage of the shopping cart. A schedule of fees shall be adopted by a separate Resolution of City Council.

(2) The retail establishment shall be notified of the impoundment and shall have the right to retrieve the impounded shopping cart upon payment of the impoundment fee.

(3) If the shopping cart is not retrieved within thirty (30) days of impoundment, the City may dispose of the shopping cart.

(4) Disposal of any impounded shopping cart by the City shall not relieve the retail establishment of its obligation to pay any accrued impoundment fees.

(5) In accordance with Section 9-1-5 of this Code, the City License Officer shall not authorize the renewal of the business license of any retail establishment with outstanding or past-due

impoundment fees.

Secs. 7-3-68—7-3-72. - Reserved.

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 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 _____.

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: June 10, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, AND CROWLEY COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an IGA with Cowley County for mutual fire protection and other emergency services. The IGA is attached hereto.

PREVIOUS COUNCIL ACTION:

City of Pueblo has made numerous MAA with local governmental agencies.

BACKGROUND:

When dealing with incidents and potential incidents that are beyond the response capacity of any organization, it is important to have a plan for increasing capacity. In the fire service, other neighboring agencies are looked at to provide that increased capacity. This agreement provides the means to access additional resources in times of increased demand at no cost for the first 24 hours of the incident. It is important to understand that this agreement does not require any agency to provide aid, if for any reason, they are unable to do so at any given time.

This mutual aid agreement between the City and Crowley County will replace the 1986 reciprocal hazardous materials incident assistance agreement. The new agreement covers the emergency aid given and received between the signing agencies. This new agreement clearly defines the time periods of assistance and the mechanism for recovering costs associated with aid that goes beyond the agreed upon time periods of "mutual aid".

FINANCIAL IMPLICATIONS:

Reimbursement of consumables to Crowley County after the 24-hour period has expired for the incident.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Staff recommends approval.

ALTERNATIVES:

No aid for fire protection.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Mutual Aid Agreement Crowley County

ORDINANCE NO.

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, AND CROWLEY COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Intergovernmental Agreement between Pueblo, a Municipal Corporation and Crowley County, Colorado, a political subdivision of the State of Colorado relating to mutual aid in the provision of fire protection and other emergency services, 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 _____.

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

MUTUAL AID AGREEMENT FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES
ASSISTANCE BETWEEN PUEBLO COUNTY PUBLIC SAFETY ENTITIES

THIS MUTUAL AID AGREEMENT ("MAA"), entered into as of this _____ day of _____ 20__, is made by and between the City Pueblo, a municipal corporations and Crowley County, a political subdivision of the state of Colorado (Collectively the "Parties" and individually the "Party").

WHEREAS, Section 18(2)(a) and (b) of Article XIV of the Colorado Constitution and the Colorado Intergovernmental Relations Statute, Section 29-1-201, et seq., C.R.S. authorizes political subdivisions to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the Parties, including the sharing of costs, if such agreement sets forth fully the purposes, powers, rights, obligations, and responsibilities, financial or otherwise, of the contracting parties;

WHEREAS, each Party is political subdivision as defined in section 29-1-202(2), C.R.S. and is authorized to provide fire protection and other emergency services including but not limited to fire protection, hazardous material response, extrication, rescue, ambulance, and/or emergency medical services, within their jurisdictional boundaries and under certain circumstances outside their jurisdictional boundaries;

WHEREAS, emergencies may arise in one or another of the jurisdictions of the Parties, resulting in greater demands than a Party's personnel and equipment can handle, or emergencies of such intensity may occur that they cannot be handled by the equipment of a Party in whose jurisdiction the emergency occurs; and

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security and general welfare of the public.

NOW THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth herein, the Parties agree as follows:

1. Definitions. The following terms used in this Agreement are defined as follows:

a. "Responding Party" means a Party providing or requested to provide Mutual Aid within the jurisdictional boundaries of the Requesting Party.

b. "Equipment Costs" means the costs set forth in the current FEMA Schedule of Equipment Rate or at the current Cooperator Resource Rate of the Colorado Division of Fire Prevention and Control, whichever rate applies to the event, and if the event does not qualify, it shall be the current Cooperator Resource Rate of the Colorado Division of Fire Prevention and Control.

c. "Personnel Costs" means actual hourly salary/wages paid including overtime plus the cost of the employee's actual fringe benefits. Fringe benefit cost shall be calculated based upon a percentage of the employee's hourly rate of pay.

d. "Mutual Aid" means the provision of personnel and/or equipment from an Responding Party to a Requesting Party to aid the Requesting Party with respect to fire protection and other

emergency services.

e. "Requesting Party" means a Party requesting Mutual Aid be provided by a Responding Party within the jurisdictional boundaries of the Requesting Party.

3. Mutual Aid.

a. Any Party to this MAA may request Mutual Aid from another Party. Any request for Mutual Aid shall include a statement of the amount and type of personnel and/or equipment requested, and shall specify the location to which the personnel and/or equipment are to be dispatched. In making any such request for Mutual Aid, the Requesting Party represents that there are sufficient funds appropriated to pay all reimbursements which may be incurred under this MAA, and the Responding Party may rely upon such representation in providing Mutual Aid.

b. Upon receipt of a request for Mutual Aid from the Requesting Party, the Responding Party may dispatch personnel and/or equipment which the Responding Party determines is available. Such determination shall be made at the Responding Party's sole and absolute discretion, which determination shall be final and conclusive. The Responding Party may dispatch less than the amount and type of personnel and/or equipment requested, but the Responding Party may not dispatch personnel and/or equipment which exceeds the amount and type of equipment and or personnel requested without the authorization of the Requesting Party.

c. The Responding Party's personnel and/or equipment shall be released by the Requesting party when the assistance of the Responding Party is no longer required or when the Responding Party determines in its sole and absolute discretion that Responding Party's personnel and/or equipment are needed elsewhere, which determination shall be final and conclusive.

d. The Responding Party's personnel and/or equipment shall be and remain under the control of the Responding Party's commanding officer but will fall into the Requesting Party's command structure. The Responding Party's commanding officer will receive assignments and tasks from the Requesting Party's Incident Commander.

e. Mutual Aid under this MAA shall only be provided within the boundaries of the Requesting Party and shall not be provided to cover areas outside the boundaries of a Requesting Party even if the Requesting Party has an agreement to provide service to another party who is not signatory to this MAA.

f. The Responding Party agrees that the first twenty-four (24) hours of Mutual Aid shall be provided without reimbursement of Personnel Costs and Equipment Costs by the Requesting Party to the Responding Party. For all periods of time following the first twenty-four (24) hours, the Responding Party shall be reimbursed its Personnel Costs and Equipment Costs by the Requesting Party. The twenty-four (24) hour period referenced in this Section shall begin at the time the request is made by the Requesting Party. In addition and with respect to said twenty-four (24) hour period, the Requesting Party shall reasonably pursue any and all legal reimbursement possible pursuant to state and federal laws, including but not limited to reimbursement for hazardous materials incidents, and upon full or partial payment, the Requesting Party shall distribute the reimbursement in a fair and equitable manner which is proportionate to the documented expenses of all parties who provided services with respect to the incident upon which the reimbursement is paid. The Parties acknowledge and agree that any distribution for hazardous materials incidents

which may be required under this Section or otherwise under this MAA shall not impair or supersede any separate agreement a Party may have presently or hereafter to transfer and deposit any such distribution to the Pueblo County Hazmat Fund.

g. The Requesting Party shall be responsible for providing for or reimbursing the use of firefighting foam, special extinguishing agents, medical equipment and similar consumables when use is requested by the Requesting Party.

h. The Responding Party shall be self sufficient for the first 24 hours after being requested, to include all meals and lodging. After the first 24 hours, the Requesting Party will be responsible for all meals and any lodging at the Requesting Party's preference.

i. The Responding Party will provide the Requesting Party with a bill, invoice, or demand for reimbursement along with a detailed accounting of costs incurred by the Responding Party which are subject to reimbursement pursuant to this MAA no later than sixty (60) days after the conclusion of Mutual Aid.

4. Each Party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to meet the ordinary and routine fire protection and other emergency services occurring within its boundaries and for which the Party is organized. The Parties recognize that the dispatch of equipment and/or personnel under this MAA is voluntary and is not required, and specifically acknowledge that a Requesting Party shall not expect any other Party to provide Mutual Aid where the request arises due to a failure of the Requesting Party to organize available personnel or maintain equipment in reasonably working order and in sufficient quantity to meet the ordinary and routine fire protection and other emergency services occurring within its boundaries and for which the Party is organized. Nothing in this Agreement prevents two or more of the Parties from entering into contracts, automatic aid agreements or other methods to meet their responsibilities as agreed between those Parties.

5. Except with respect to the reimbursements agreed to in the above Section 3, each Party waives all claims against the other Party for compensation for any loss, property damage, bodily injury, or death occurring as a direct or indirect consequence of the performance of this MAA. The Parties specifically recognize and agree that no liability of any kind or nature shall be attributed to or be assumed by a Party, its duly authorized agents and personnel, for failure or refusal to provide Mutual Aid or for withdrawal of Mutual Aid once provided pursuant to the terms of this MAA.

6. Nothing in this MAA shall be construed to alter or modify the status of employment of the personnel with their Party. Employees of a Party shall at all times remain the employees of that Party, and the each Party shall be responsible for worker's compensation coverage of its own employees and all other benefits and requirements of employment including pension, disability, level or types of training, and internal discipline.

7. Each Party 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 including any liability which may accrue by operation of Section 29-5-108, C.R.S. No provision of this MAA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to each Party by the GIA.

8. This MAA is not intended to, nor should it be construed to, create, affect or extend the legal responsibilities or liabilities of the Parties hereto except as expressly stated herein, nor to create any rights, claims, or benefits or assume any liability for or on behalf of any third party.

9. By signing this MAA, the governing body of each Party is hereby deemed to have approved the provision of Mutual Aid beyond its boundaries, and any Mutual Aid provided pursuant to this MAA shall not require any further approval by the governing body of any Party.

10. All communications made to the parties under this MAA shall be provided at the following address:

Fire Chief
City of Pueblo Fire Department
1551 Bonforte Blvd.
Pueblo, CO 81001

Sheriff
Crowley County Sheriff's Office
110 East 6th Street
Ordway, CO 81063

Fire Chief
Ordway Volunteer Fire Department
611 East 9th Street
Ordway, CO 81063

11. Nothing in this MAA shall be construed as creating a partnership, joint venture or the creation of a separate legal entity or be deemed to delegate or be construed as the delegation or assignment of power or authority of any Party to another Party.

12. A Party may terminate their participation in this MAA by giving ninety (90) days prior written notice to all other Parties. One Party's termination shall not cause the termination of this MAA between the other Parties, and the MAA shall continue in effect as to such other Parties. It is understood and acknowledged that the remaining Parties to the MAA will not assign any of their members or equipment to perform temporary firefighting or other duties on behalf of any Party terminating this MAA after the effective date of such termination.

13. All prior reciprocal fire protection or mutual aid agreements to provide fire protection and other emergency services between all or one or more of the Parties are hereby terminated and superseded by this MAA.

14. Miscellaneous.

a. This MAA represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This MAA may be amended only by an instrument in writing signed by the Parties. If any provision of this MAA is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this MAA shall continue in full force and effect. This MAA may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

b. Each person signing this MAA 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 MAA on behalf of such Party and that this MAA is a valid and legally binding obligation of such Party enforceable against it in accordance with its terms.

c. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by any Party, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation.

d. The provisions of this MAA pertaining to insurance and reimbursement shall survive the expiration of the term of this MAA and termination of this MAA and continue in effect for a period of five years following the termination of this MAA and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

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

f. This MAA shall not be assigned by any Party without the prior written consent of the Parties, which consent may be granted, denied, or conditioned in the in each of the Party's sole and absolute discretion.

Executed at Pueblo, Colorado, the day and year first above written.

[S E A L]

Pueblo, a Colorado Municipal Corporation

ATTEST: _____
City Clerk

By _____
Heather Graham, Mayor

Crowley County, a political subdivision of the State of Colorado

[S E A L]

By _____

ATTEST: _____
Title: _____

Chairman of the Board of County Commissioners

Ordway Volunteer Fire Department

ATTEST: _____

Title: _____

By _____

Title: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 10, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: AN ORDINANCE AMENDING TITLE XI, CHAPTER 4, OF THE PUEBLO MUNICIPAL CODE ABOLISHING THE REQUIREMENT THAT MINIATURE GOATS RESIDING IN THE CITY BE HORNLESS

SUMMARY:

Attached is a proposed Ordinance which amends Title XI, Chapter 4 to abolish the requirement that domesticated miniature goats be hornless or debudded in order to lawfully reside within the City.

PREVIOUS COUNCIL ACTION:

Council has previously acted by way of Ordinance 9903 to allow any person to possess not more than two (2) domesticated miniature goats within the City so long as the goats not exceed one hundred (100) pounds, be registered with the Pueblo Animal Shelter, neutered, vaccinated, **and hornless or debudded**.

BACKGROUND:

This issue came to the attention of Council due to a citizen's concern that the requirement that adult goats have their horns removed or baby goats be disbudded in order to be possessed in the City is potentially an inhumane practice.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

A “no action” alternative would maintain the *status quo*.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE XI, CHAPTER 4, OF THE
PUEBLO MUNICIPAL CODE ABOLISHING THE REQUIREMENT
THAT MINIATURE GOATS RESIDING IN THE CITY BE
HORNLESS

WHEREAS, City Council of the City of Pueblo desires to address concerns regarding the requirement that adult miniature goats be hornless in order to reside in the City; and

WHEREAS, City Council determines that the requirement that miniature goats be hornless in order to reside in the City be abolished; NOW, THEREFORE,

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

SECTION 1.

Title XI, Chapter 4, Article III, Section 33 of the Pueblo Municipal Code is hereby amended as follows:

(c) Notwithstanding anything to the contrary in Subsection (a) of this Section, it shall not be unlawful for any person to possess, harbor, keep or maintain not more than two (2) domesticated miniature goats upon any premises within the City. Domesticated miniature goats shall not exceed one hundred (100) pounds. Any such goats must be registered with the City Animal Shelter, neutered if over two (2) months old **[.] and** vaccinated[, and hornless or debudded]. Miniature goats must be licensed under P.M.C. [Sections 11-4-43](#), [11-4-44](#), [11-4-45](#), and [11-4-46](#). The person possessing, harboring, keeping or maintaining the goat or goats must comply with all other provisions of this Chapter.

SECTION 2.

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

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: June 10, 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 PARTICIPATION IN AND CONDUCT OF THE FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM AND PROVIDING FOR THE EXECUTION THEREOF

SUMMARY:

The Intergovernmental Agreement between the City of Pueblo and the County of Pueblo for a joint funding effort under the Federal HOME Investment Partnerships Act Grant to provide safe, sanitary housing, for low- and moderate-income families.

PREVIOUS COUNCIL ACTION:

Council has consistently renewed the HOME Consortium intergovernmental agreement in 2021, 2018, 2015, 2012, 2009, and 2006.

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. The City assumes this responsibility and there is no cost to the County.

FINANCIAL IMPLICATIONS:

By entering into the consortium, the City of Pueblo receives more funding than would be allocated to it under the Entitlement Community Allocation Formula. The County receives HOME funding that it would not otherwise be eligible to receive on a non-competitive basis. The funds are split on an 86/14 basis after set-asides for administrative costs and funding of Community Housing Development Organizations ("CHDO").

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City could elect not to enter into a consortium with Pueblo County.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2025-2027 Consortium Agreement - BG - 6-5-24

ORDINANCE NO.

AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO RELATING TO THE PARTICIPATION IN AND CONDUCT OF THE FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM AND PROVIDING FOR THE EXECUTION THEREOF

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

SECTION 1.

The Consortium Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the County of Pueblo dated June 24, 2024 ("Agreement"), relating to participation in and the conduct of the Federal HOME Investment Partnerships Program for Federal fiscal years 2024-2027, 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 _____.

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

CONSORTIUM AGREEMENT

THIS AGREEMENT is made and entered into this June 24, 2024, effective as of October 1, 2024, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as the "City"), and Pueblo County, Colorado (hereinafter referred to as the "County").

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities; and

WHEREAS, the City and the County are lawfully authorized to provide housing activities of the type contemplated by this Agreement; and

WHEREAS, it would serve the public welfare and be in the best interest of the citizens of Pueblo County, Colorado for the City and the County to continue in a consortium and cooperate to undertake housing assistance activities as part of the Federal HOME Investment Partnerships Program (hereinafter referred to as the "HOME Program"); and

WHEREAS, the parties desire to enter into this intergovernmental agreement setting forth the terms and conditions under which the parties shall cooperate in providing housing activities to the citizens of Pueblo County under such HOME Program.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. During the term of this Agreement, the City and the County agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program, through the formation of a consortium consisting of the City and the County. The City is authorized to act in a representative capacity as the lead agency of the consortium and all entities comprising the consortium. In such capacity, the City shall assume overall responsibility for ensuring the consortium's HOME Program is carried out in compliance with the requirements of the HOME Program including, but not limited to, those requirements concerning a Consolidated Plan ("CP"). Additionally, the City, as representative of the consortium, shall select one or more Community Housing Development Organizations ("CHDO") to receive required set aside funding, if any, and shall act as the contact person so far as all dealings with the state and federal governments concerning the HOME Investment Partnerships Program are concerned.

2. Notwithstanding the designation of the City as representative of the consortium, as between the parties hereto, each party shall retain authority over its respective housing programs and the agencies carrying out such programs on behalf of each party. As such, and subject to the terms of this Agreement, each party shall set its own priorities for the use of any grant monies received by the consortium and shall retain the right to determine how those funds attributed to each entity shall be expended in meeting those priorities. To that end, and to the extent lawful under applicable grant regulations, the parties mutually agree that, after deduction of the fifteen percent (15%) set aside for CHDO's as required by regulation, the parties will divide any and all remaining funding received by the consortium under the HOME Program, with eighty-seven percent (87%) of such remaining funding being allocated to the City, and thirteen percent (13%) of such remaining

funding being allocated to the County. This funding allocation is based upon the population of the City and the population of those areas of Pueblo County outside of City boundaries. Currently, the contribution rate of each party's required non-federal matching funds is 25% of the eligible activity conducted by that party. The contribution of each party of required non-federal matching funds, if any, shall be determined annually in accordance with the applicable match requirements established by HUD for the eligible activities conducted by that party in accordance with the CP.

3. The consortium created under this cooperative Agreement shall prepare a CP for submittal to the appropriate entity of federal and/or state government in order to receive HOME Program funds and other federal/state funds, as applicable, and to become a participating jurisdiction in the HOME Program. The CP shall describe the consortium's five-year strategy for addressing housing, homeless, and supporting housing needs covering all of Pueblo County. The CP shall provide for a separate description of how the City and the County each intend to carry out the five-year strategy in their respective areas of jurisdiction. Such descriptions shall include, but not be limited to, the determination, by each entity, of that entity's priorities for use of grant monies and a report as to how such monies will be used to meet those priorities. Notwithstanding the fact that the CP will be submitted by the consortium, each party retains the right, subject to compliance with applicable Federal regulations, to determine its respective priorities and how that party's portion of the grant monies will be expended in meeting those priorities. Further, the parties each agree to affirmatively further fair housing.

4. This Agreement applies to consortium's qualification period (Federal fiscal years 2025 through 2027) and shall commence **October 1, 2024**, and, unless sooner renewed or extended by separate written document between the parties, shall terminate **September 30, 2027**; provided, however, that this Agreement shall continue in effect until the HOME funds from each of the three Federal fiscal years beginning with the fiscal year commencing October 1, 2024 have been expended for eligible activities or returned to HUD. The term of this Agreement covers the period necessary to carry out all activities that will be funded from funds awarded for three Federal fiscal years beginning with the Federal fiscal year commencing October 1, 2024. Furthermore, neither the City nor the County may withdraw from the consortium for the entire term of this Agreement.. The term of the Agreement notwithstanding, neither party shall be obligated to carry out its respective responsibilities under this Agreement until such time as the funding necessary to carry out such obligations is forthcoming and has been appropriated at the federal, state, and local levels, including, but not limited to, local funding necessary to carry out any matching funding responsibilities of the City or the County for each year during the term of this Agreement.

5. The designation of the City as the representative of the consortium notwithstanding, each party assumes full responsibility for carrying out its respective obligations under this Agreement and the CP, including, but not limited to, insuring that HOME Program funds are expended in accordance with applicable federal, state, and local laws or regulations. To that end, each party agrees to hold harmless the other party, its officers, employees and agents, from and against any and all demands by HUD for repayment of grant funds, claims, damages, liability, and court awards including costs, expenses, and attorney's fees, incurred as a result of any act or omission by that party, its officers, employees, agents, subcontractors, or assignees arising out of, or in any way connected with, the performance or non-performance of that party under this Agreement or the CP. All demands by HUD for repayment of grant funds, claims, damages, liability, and court awards including costs, expenses, and attorney's fees, incurred as a result of any act or omission of a party, its officers, employees, agents, subcontractors, or assignees arising out of, or in any way connected

with, the performance or non-performance of that party under this Agreement or the CP, shall be the responsibility of that party.

6. Each party certifies and warrants that none of its directors, officers, or employees have or will derive any personal or financial interest or benefit from the activity or activities conducted pursuant to this Agreement, nor have an interest in any contract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Each party shall avoid all conflicts of interest which are prohibited by applicable federal regulations as presently promulgated, and as the same may be revised from time to time in the future.

7. Each party shall maintain records as to all services provided and expenses incurred in performing programs conducted pursuant to the HOME Program and keep complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by either party's auditor. Each party agrees to comply with all applicable uniform administrative requirements. The City, 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 kept by either party which relate to this Agreement for the purpose of making an audit or examination.

8. Each party 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. Recordkeeping, including the period of record retention, shall comply with the HOME program requirements.

9. Nothing contained herein, nor the relationship of the parties, shall make or be construed to make either party or its agents or employees the agents or employees of the other party. Each party shall be solely and entirely responsible for its acts and the acts of its agents, employees, and subcontractors.

10. This Agreement constitutes the entire agreement between the parties, and supersedes and replaces all prior and contemporaneous agreements, representations, and understandings of the parties. No variation or modification of this Agreement, and no waiver of any of this Agreement's provisions or conditions, shall be binding unless made in writing and signed by duly authorized officers of both the City and the County. This Agreement shall be binding on, and inure to the benefit of, the parties to it and their respective successors and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void. The City is authorized on behalf of the parties to amend the agreement for reasons approved by HUD. This Agreement shall be governed by and construed according to the laws of the State of Colorado.

11. The beginning and end dates for the consortium's program years are as follows: (i) year one begins March 1, 2025 and ends February 28, 2026, (ii) year two begins March 1, 2026 and ends February 28, 2027, and (iii) year three begins March 1, 2027 and ends February 29, 2028. The City and County are on the same program year for CDBG and HOME. This Agreement does not provide for automatic renewal for any successive three-year qualification period after the term specified in paragraph 4.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

ATTEST:

PUEBLO COUNTY, COLORADO

Clerk to the Board

By: _____
Chairperson, Board of County
Commissioners

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

City Clerk

By: _____
Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: June 10, 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 PUEBLO SCHOOL DISTRICT NO. 60 IN THE AMOUNT OF \$1,000 TO SPONSOR THE PUEBLO CITY SCHOOLS SUMMER MUSICAL FROM JULY 13-18, 2024

SUMMARY:

Attached for consideration is a sponsorship request from the Pueblo Summer Musical Fundraising Committee.

PREVIOUS COUNCIL ACTION:

Council sponsored this event for \$1,000 in 2020, 2019, and 2018.

BACKGROUND:

Since the lights first illuminated a stage built right onto the field of the hallowed Dutch Clark Stadium in 1959, the summer musical has become a Pueblo tradition.

For the past six decades, dating back to 1959, area high school and college students have pooled their talents to stage a high-caliber summer musical. Every year, 40 to 60 students from all the district high schools join together to produce an iconic American musical.

This year's production is "Seussical the Musical" and will run from July 13–July 18, 2024.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Pueblo School District 60.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to support this resolution.

RECOMMENDATION:

This Resolution is at the request of City Council Member Sarah Martinez.

ATTACHMENTS:

1. 2024 Contingencies (Council) Summer Musical Dist 60
2. Summer Musical

RESOLUTION NO. 15664

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO SCHOOL DISTRICT NO. 60 IN THE AMOUNT OF \$1,000 TO SPONSOR THE PUEBLO CITY SCHOOLS SUMMER MUSICAL FROM JULY 13-18, 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Pueblo School District No. 60 to sponsor the Summer Musical on July 13–18, 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.

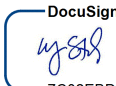
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: June 10, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

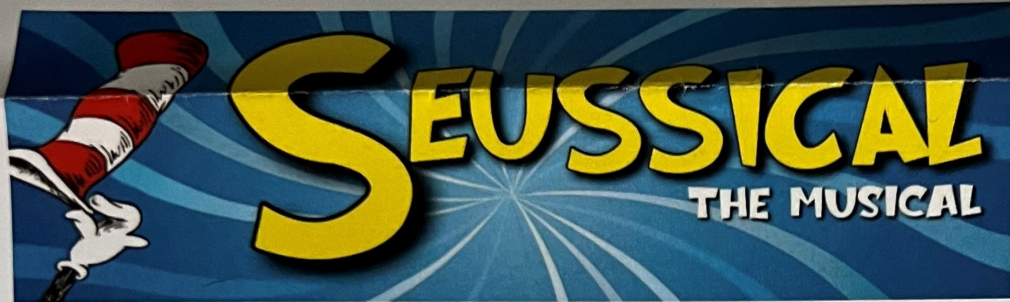
ATTESTED BY: 
CITY CLERK

[illegible]

Dear Friends,

In August of 1959, a tradition in Pueblo was born: The Pueblo Summer Musical. This summer will mark 64 years of bringing unique performances to Pueblo audiences!! Each year, this Pueblo tradition impacts 75 to 100 young actors and musicians from all corners of the Southern Colorado region. For six nights every July, nearly 3,000 community members have gathered to watch the stage come alive!

Because ticket sales alone cannot cover our costs, we ask that you consider becoming one of our donors. Sponsorships and advertising help generate much-needed revenue for our program and will be used to help offset production expenses, such as royalties, sets, costumes, publicity, personnel, and venue. All of these expenses allow our cast and crew to produce the highest quality opportunities for our young Performing Arts students! Please consider helping us provide invaluable educational experiences and quality entertainment for our community. Donations from friends at any level are welcome, and we ask that you consider taking up residence with our levels listed below and sponsoring this year's production of...



\$50 to \$249 - Horton's Haven of Hunches: Sponsors will receive Playbill Recognition

\$250 to \$499 - Wickersham's Wiley Well-Wishers: Sponsors will receive two tickets to a performance of their choice and Playbill recognition

\$500 to \$999 - Who's Who in Whoville Supporters: Sponsors will receive all of the above, an additional two tickets, recognition in Curtain Speech, and recognition on the Pueblo School District 60 Fine Arts website.

\$1,000 to \$1,999 - Circus McGurkus for Arts with a Purpose: Sponsors will receive all of the above, an additional four tickets, lobby recognition during performance, and a signed cast picture.

\$2,000+ - Truffula Tree Top Tier Sponsors: Sponsors will receive all of the above, an additional six tickets, a cameo part in the production (if desired), and recognition on posters and all media or promotional materials. *Arrangements must be made by June 1st, 2024 to be included in posters and banners.

Thank you for your consideration,

Todd Albrecht, Director TAlbrecht9286@msn.com 719-429-1917

For additional information please contact:

Cynthia Smith

Pueblo School District 60 Fine Arts Specialist;

315 W. 11th St., Pueblo, CO 81003

Phone: 719-549-7284; Email: cynthia.smith@pueblod60.org

Make checks payable to: Pueblo School District 60 Summer Musical
(To receive recognition in the program, checks must be received by: June 15, 2024)

Summer 2024

Broadway

Musical



Show Dates & Times

Saturday & Sunday

July 13th & 14th

2:00pm

Monday – Thursday

July 15th – 18th

7:00pm

Cost

\$15

Location

Sangre de Cristo

Arts Center

210 N. Santa Fe

Pueblo, CO

719-295-7200



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 10, 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 TRANSFERRING \$1,000,000.00 FROM WW9999 TO WW1402, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$3,974,073.00 TO MILLER PIPELINE, LLC, AND SETTING FORTH \$1,710,000.00 FOR CONTINGENCIES, FOR PROJECT NO. 24-049 (WW1402) SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance transferring \$1,000,000.00 from Project Account WW9999, Projects to be Determined to Project Account WW1402, Otero Blvd Extension and awarding a construction contract to Miller Pipeline LLC for Project No. 24-049 (WW1402), Southern Colorado Clinic Sanitary Sewer Outfall Project. The project will construct a 21-inch sanitary sewer main along the Wildhorse Creek to the north property boundary of the Young Men's Christian Association (YMCA).

PREVIOUS COUNCIL ACTION:

On September 27, 2021, by Resolution No. 14724, City Council approved the expenditure of \$2,000,000.00 in American Rescue Plan Act (ARPA) funds to be used for constructing sewer infrastructure.

On November 28, 2022, by Resolution No. 15078, City Council approved an additional expenditure of \$1,000,000.00 in ARPA funds to be used for the sewer project.

BACKGROUND:

This project will consist of constructing 6,138 linear feet of 21-inch sanitary sewer main and related appurtenances along and crossing Wildhorse Creek. The proposed pipe will be constructed through bedrock and varying levels of groundwater.

FINANCIAL IMPLICATIONS:

The funds in the amount of \$1,000,000.00 are being transferred from Project Account WW9999, Projects to be Determined to Project Account WW1402, Otero Blvd Extension.

The cost of the construction project no. 24-049, Southern Colorado Clinic Sanitary Sewer Outfall, was bid at \$3,974,073.00 with contingencies of \$1,710,000.00. Funds for the project will be paid from two project accounts. \$3,000,000.00 will be paid from Project Account CI2113, ARPA – Southern Colorado Clinic Sanitary Sewer Outfall and \$974,073.00 will be paid from the Sewer User Funds which have been budgeted and appropriated to the WW1402 project account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Failure to approve this ordinance would cancel this project and deter future development.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 05-27-24 24-049 Southern Colorado Clinic Sanitary Sewer Outfall Project Attachment

ORDINANCE NO. 10722

AN ORDINANCE TRANSFERRING \$1,000,000.00 FROM WW9999 TO WW1402, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$3,974,073.00 TO MILLER PIPELINE, LLC, AND SETTING FORTH \$1,710,000.00 FOR CONTINGENCIES, FOR PROJECT NO. 24-049 (WW1402) SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, proposals for Project No. 24-049 (WW1402), Southern Colorado Clinic Sanitary Sewer Outfall Project have 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. 24-049 (WW1402) Southern Colorado Clinic Sanitary Sewer Outfall Project to be performed; NOW, THEREFORE,

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

SECTION 1.

Funds in the amount of \$1,000,000.00 are hereby transferred from Project Account WW9999, Projects to be Determined into Project Account WW1402, Otero Blvd Extension, and budgeted and appropriated for Project No. 24-049 (WW1402) Southern Colorado Clinic Sanitary Sewer Outfall Project.

SECTION 2.

City Council authorizes Project No. 24-049 (WW1402), Southern Colorado Clinic Sanitary Sewer Outfall Project, to be performed, and the contract for said project is hereby awarded to Miller Pipeline, LLC, in the amount of \$3,974,073.00.

SECTION 3.

Funds for Project No. 24-049 (WW1402) will be paid from two project accounts - \$3,000,000.00 will be paid from Project Account CI2113, ARPA – Southern Colorado Clinic Sanitary Sewer Outfall, and \$974,073.00 will be paid from Project Account WW1402, Otero Blvd Extension.

SECTION 4.

In addition to the amount of the contract award set forth, an additional amount of \$1,710,000.00 from Project Account WW1402 is hereby authorized for contingencies and additional work.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 28, 2024.

Final adoption of Ordinance by City Council on June 10, 2024.

DocuSigned by:
Mark Aliff
B7A4F51825AB402...

President of City Council

Action by the Mayor:

☒ Approved on 6/11/2024 | 12:32 PM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:

3A85950B7BCA402...

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

DocuSigned by:

7C02EBDFFC3D43C...



City of Pueblo

Purchasing

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

EVALUATION TABULATION

IFB No. 24-049

Southern Colorado Clinic Sanitary Sewer Outfall

RESPONSE DEADLINE: April 17, 2024 at 2:00 pm

Report Generated: Wednesday, April 17, 2024

VENDOR TOTALS

Vendor	Total
Miller Pipeline, LLC	\$3,974,073.00
Garney Companies, Inc.	\$9,529,982.00

EVALUATION TABULATION

IFB No. 24-049

Southern Colorado Clinic Sanitary Sewer Outfall

BASE BID

Base Bid					Garney Companies, Inc.		Miller Pipeline, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization , Bonds and Insurance	1	LS	\$400,000.00	\$400,000.00	\$168,000.00	\$168,000.00
X	2	Conformance with GESC Plans and Permits	1	LS	\$210,000.00	\$210,000.00	\$100,000.00	\$100,000.00
X	3	Trench Stabilization Material	120	TN	\$147.00	\$17,640.00	\$145.00	\$17,400.00
X	4	Concrete Encasement of Sewerline	305	LF	\$1,524.00	\$464,820.00	\$920.00	\$280,600.00
X	5	21-inch PVC Sanitary Sewer (0 - 9.9')	75	LF	\$1,026.00	\$76,950.00	\$176.00	\$13,200.00
X	6	21-inch PVC Sanitary Sewer (10 - 14.9')	125	LF	\$1,026.00	\$128,250.00	\$218.00	\$27,250.00
X	7	21-inch PVC Sanitary Sewer (15 - 19.9')	2480	LF	\$1,026.00	\$2,544,480.00	\$244.00	\$605,120.00
X	8	21-inch PVC Sanitary Sewer (20 - 24.9')	2272	LF	\$1,026.00	\$2,331,072.00	\$286.00	\$649,792.00
X	9	21-inch PVC Sanitary Sewer (25 - 29.9')	1026	LF	\$1,026.00	\$1,052,676.00	\$342.00	\$350,892.00
X	10	21-inch PVC Sanitary Sewer (30 - 34.9')	160	LF	\$1,026.00	\$164,160.00	\$436.00	\$69,760.00
X	11	6-inch Sanitary Sewer Service Lateral Stubout (10-foot long)	3	EA	\$40,000.00	\$120,000.00	\$7,000.00	\$21,000.00
X	12	5-foot Dia Lined, Concrete Manhole (15-19.9' Depth)	8	EA	\$65,000.00	\$520,000.00	\$16,400.00	\$131,200.00
X	13	5-foot Dia Lined, Concrete Manhole (20-24.9' Depth)	4	EA	\$85,000.00	\$340,000.00	\$20,650.00	\$82,600.00
X	14	5-foot Dia Lined, Concrete Manhole (25-29.9' Depth)	3	EA	\$85,000.00	\$255,000.00	\$24,975.00	\$74,925.00
X	15	5-foot Dia Lined, Concrete Manhole (30-34.9' Depth)	2	EA	\$114,000.00	\$228,000.00	\$29,575.00	\$59,150.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Southern Colorado Clinic Sanitary Sewer Outfall

Page 2

EVALUATION TABULATION

IFB No. 24-049

Southern Colorado Clinic Sanitary Sewer Outfall

Selected	Line Item	Base Bid			Garney Companies, Inc.		Miller Pipeline, LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	16	Connect to Existing Sanitary Sewer System	1	EA	\$350,000.00	\$350,000.00	\$68,800.00	\$68,800.00
X	17	Seeding and Surface Restoration	1	LS	\$119,500.00	\$119,500.00	\$61,075.00	\$61,075.00
X	18	Chain Link Fence	2425	LF	\$39.00	\$94,575.00	\$43.00	\$104,275.00
X	19	12-Foot Wide, Gravel Maintenance Road	4902	LF	\$23.00	\$112,746.00	\$17.00	\$83,334.00
X	20	Rock Excavation and Removal	11300	LF/FT	\$0.01	\$113.00	\$89.00	\$1,005,700.00
Total						\$9,529,982.00		\$3,974,073.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Southern Colorado Clinic Sanitary Sewer Outfall

Page 3

EVALUATION TABULATION

IFB No. 24-049

Southern Colorado Clinic Sanitary Sewer Outfall

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Garney Companies, Inc.	Miller Pipeline, LLC
BID GUARANTEE	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS	Pass	Pass
Listing of Any Changes	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass
ACKNOWLEDGEMENTS		
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass
SPECIAL FUNDING REQUIREMENTS	Pass	Pass
CERTIFICATION REGARDING BYRD ANTI-LOBBYING	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

EVALUATION TABULATION

Public Improvement Invitation for Bid - Southern Colorado Clinic Sanitary Sewer Outfall

Page 4

EVALUATION TABULATION

IFB No. 24-049

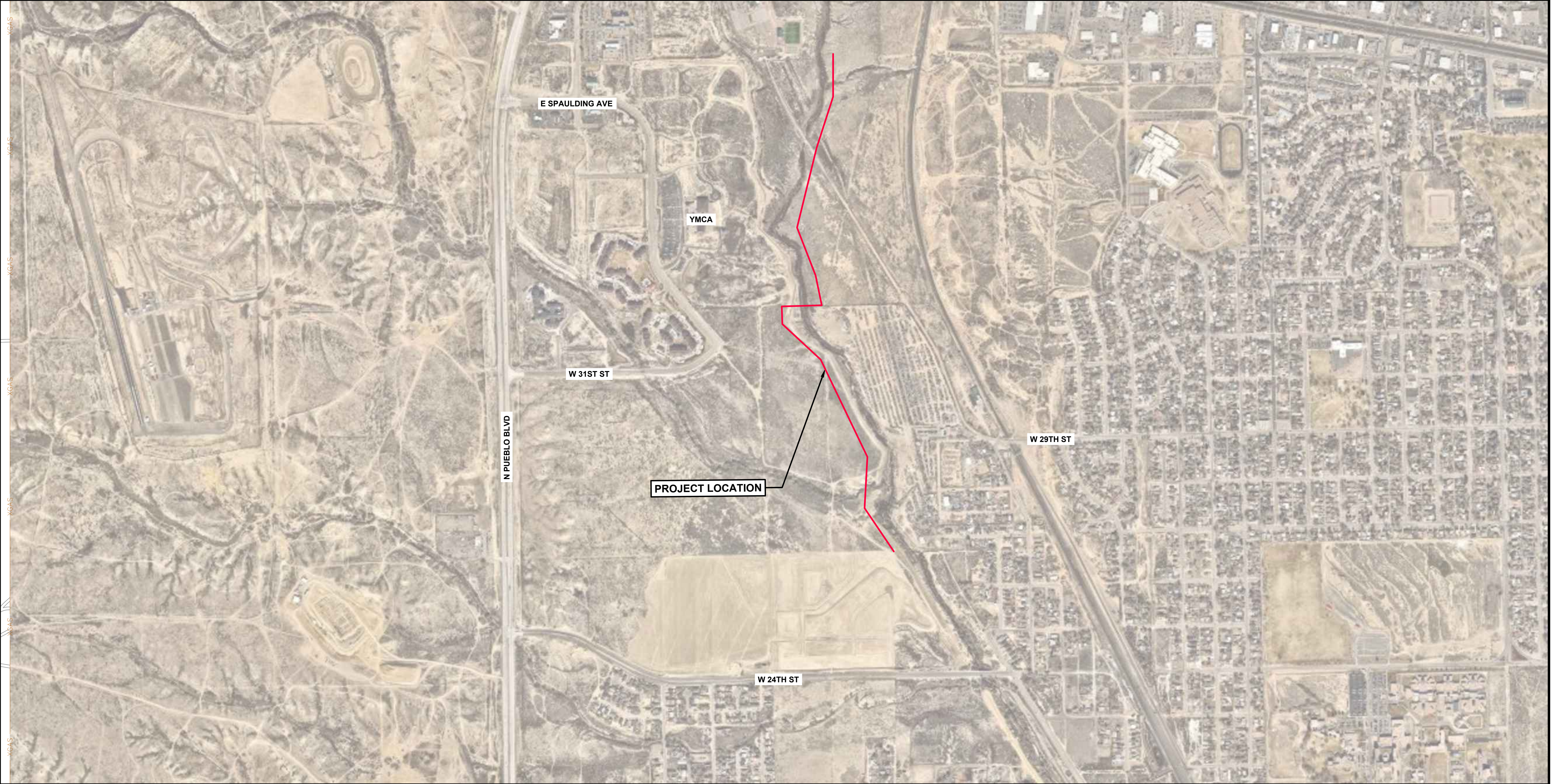
Southern Colorado Clinic Sanitary Sewer Outfall

Question Title	Garney Companies, Inc.	Miller Pipeline, LLC
Delinquent	Pass	Pass
Confirmation	Pass	Pass

SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL PROJECT

CITY OF PUEBLO, COLORADO

PROJECT NO. 24-049



NO.	REVISIONS	BY	DATE	APPROVAL



WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = 500'
SCALE (V): 1" = NA
DESIGNED BY: S.M.
CHECKED BY: S.M.
APPROVED BY: S.M.
DATE: 5/13/2024

PROJECT #24-049
SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL PROJECT
LOCATION MAP



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 10, 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 ACCOUNT CI2442, ASPHALT ART AND GATEWAYS PROJECT, ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$248,300, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$248,300, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance establishes Project Account CI2442 for Asphalt Art and Gateways Project, approves a purchase order for funding in the amount of \$248,300 from the State of Colorado, Colorado Department of Transportation (CDOT), and budgets and appropriates funds totaling \$248,300 into Project No. CI2442 - Asphalt Art and Gateways Project

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The City applied for and was awarded a grant to install asphalt art, gateways and lighting improvements in Pueblo's downtown and Bessemer neighborhoods. This Ordinance establishes the Asphalt Art and Gateways Project CI2442, and accepts the grant purchase order from CDOT.

The Mayor has reckoned with the truth about a century of underinvestment in Pueblo's downtown and Bessemer neighborhoods and now emphasizes the revitalization and redressing of the areas' main streets. City Center and Northern Avenue are arterial roads in Pueblo's downtown and the Bessemer neighborhoods, respectively, for all modes but present significant safety and equity challenges – and a lack of beautification. The installation of Asphalt Art (intersection murals and crosswalk art), bold gateways, and lighting improvements will support an arts-driven street redesign

project that will improve safety, revitalize public spaces, reshape the way people experience Pueblo's main streets, and engage Pueblo's residents in the solution.

The City of Pueblo has committed to provide a total of \$349,290 of in-kind match through budget and project oversight, grant accounting, legal counsel, materials to refresh the project as needed, labor and equipment to remove the project at the end of the life, and electrical engineering planning and execution to reconnect Plaza light power.

FINANCIAL IMPLICATIONS:

Funds that will be made available through the purchase order of \$248,300.00 shall be budgeted and appropriated into the Asphalt Art and Gateways Project, CI2442.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the Revitalizing Main Streets (RMS) Opportunity 2: Small Multimodal and Economic Resiliency Grant.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PO0411038164
2. POTermsConditions_AfterDecember2023

ORDINANCE NO. 10723

AN ORDINANCE ESTABLISHING PROJECT ACCOUNT CI2442, ASPHALT ART AND GATEWAYS PROJECT, ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$248,300, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$248,300, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Asphalt Art and Gateways Project CI2442, is hereby established.

SECTION 2.

Purchase Order No. 411038164 issued by the State of Colorado by and through the Colorado Department of Transportation dated April 1, 2024 and the associated terms and conditions attached hereto are hereby approved. The Mayor is authorized to execute said Purchase Order for and on behalf of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds in the amount of \$248,300 are hereby budgeted and appropriated for the Asphalt Art and Gateways Project.

SECTION 4.

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

SECTION 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 May 28, 2024.

Final adoption of Ordinance by City Council on June 10, 2024.

DocuSigned by:

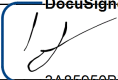
B7A4F51023AB462...

President of City Council

Action by the Mayor:

☒ Approved on 6/11/2024 | 12:30 PM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:

3A05950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

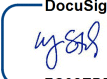
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST

DocuSigned by:

7C02EBDFFC3D43C...

City Clerk

Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

DATE: 04/01/2024



Purchase Order
State of Colorado

Buyer: Phillip Caldwell
Phone Number: 303-757-9756
Agency Contact: KAREN Rand (Peterson)
Phone Number: 970-903-0734

IMPORTANT
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

PO# 411038164
Award#:
BID#:



Page# 1 of 1

Vendor Master#: 2000036
Phone: 719-553-2643
Vendor Contact:

V
E
N
D
O
R
CITY OF PUEBLO
150 CENTRAL MAIN STREET
PUEBLO CO 81003

Invoice
TO: CDOT DTD Business Office
2829 W. Howard Place
Denver CO 80204

Payment will be made by this agency

Ship
TO: Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Delivery/Installation Date: 07/31/2025

INSTRUCTIONS TO VENDOR

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

SPECIAL INSTRUCTIONS
*The Small Dollar Grant Award Terms and Conditions supersede CDOT's Standard Terms and Conditions and can be found on our website:
<https://www.codot.gov/business/procurement-and-contract-services> or directly at:
https://drive.google.com/file/d/1SPHvQQpes69ghjik3Gf_aOBUoCGjBo2B/view

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	96100 24-HTD-ZB- 02681_PuebAsphaltArt&Ga twy	AU 7001	248,300.0 0	1.00	248,300.00

FY23-24-24 Revitalizing Main Streets Program Project
Project Manager: Morgan Olsen

The Revitalizing Main Streets grant is intended to help the City of Pueblo # Asphalt Art and Gateways project.

Purchase Order number must be shown on all invoices. The amount shown on the Purchase Order is the total grant amount awarded by CDOT and shall be the maximum amount reimbursable to the Grantee. The Grantee is responsible for the minimum 10% required local match and any overage in project cost.

Project End Date: 7/31/2025

DOCUMENT TOTAL: 248,300.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
<https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions>
DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature Date

Signature not required if PO transmitted electronically.

State of Colorado Purchase Order Terms and Conditions

1. Offer/Acceptance. This Purchase Order, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "PO") shall represent the entire and exclusive agreement between the State and the Vendor. If this PO refers to Vendor's bid or proposal, this PO is an ACCEPTANCE of Vendor's OFFER TO SELL in accordance with the terms and conditions of this PO. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to Vendor's acceptance, demonstrated by Vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order accepting the counter-offer is issued in accordance with §4 accepting a counter-offer. The State shall not be responsible or liable for goods or services delivered or performed prior to issuance of this PO.

2. Order of Precedence. In the event of a conflict or inconsistency within this PO, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(a)** If applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; **(b)** the Purchase Order document; **(c)** these Terms and Conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below); and **(d)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Any terms and conditions included on Vendor's forms or invoices not included in this PO are void.

3. Safety Information. All chemicals, equipment, and materials proposed or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment, or hazardous materials at the time of delivery.

4. Changes. Vendor shall furnish goods or services in strict accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by the State and accepted by Vendor. If this PO is for goods only and Vendor has not delivered the goods prior to the expiration of this PO, but Vendor delivers all of the goods to the State only after expiration of this PO, then the State, in its sole discretion, may accept the goods under this PO by extending this PO and delivering the modification to Vendor; however, regardless of anything to the contrary, if the State does not extend this PO for any reason then the goods delivered after expiration of this PO shall be deemed rejected, Vendor shall arrange the return of all delivered goods at Vendor's sole expense, and the State shall have no liability for any such goods.

5. Delivery. Unless otherwise specified in this PO, delivery shall be FOB destination, freight prepaid and allowed. The State is relying on the promised delivery date and any installation or service performance set forth in this PO as material and basic to the State's acceptance. If Vendor fails to deliver or perform as and when promised, the State, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge Vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

6. Rights to Materials. *[Not Applicable to POs issued either in whole or in part for Information Technology, as defined in CRS § 24-37.5-102(2); which shall be governed by Addendum 1 §B.]* Unless specifically stated otherwise in this PO, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Vendor or delivered by Vendor to the State in performance of its obligations under this PO shall be the exclusive property of the State. Vendor shall return or deliver all Materials to the State upon completion or termination of this PO.

7. Reporting. If Vendor 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 PO or may affect Vendor's ability to perform its obligations under this PO, Vendor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Vendor 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 PO. The State may impose any remedies available, which may include, without limitation, suspension or debarment.

8. Conflicts of Interest. Vendor acknowledges that with respect to this PO, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Vendor shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Vendor's obligations to the State hereunder. If a conflict or appearance of a conflict of interest exists, or if Vendor is uncertain as to such, Vendor 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 with respect to the actual or apparent conflict constitutes a breach of this PO. Vendor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Vendor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this PO.

9. Warranties. All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("UCC"), relating to implied or express warranties for goods are incorporated herein, in addition to any warranties contained in this PO.

10. Inspection and Acceptance. The State's final acceptance of goods or services is contingent upon completion of all applicable inspection procedures. All goods delivered shall be newly manufactured and the current model, unless otherwise specified. The State shall have the right to inspect goods or services provided under this PO at all reasonable times and places. The State shall be the sole judge in determining "equals" with regard to conformance with the specifications outlined in this PO for quality, price, and performance. If any of the goods or services do not conform to this PO, the State, at its sole discretion, may require Vendor to either **(a)** replace the goods specified by the State or **(b)** perform the services again, without additional payment from the State. When defects in the quality or quantity of goods or services cannot be corrected by replacement or re-performance, the State may **(c)** require Vendor to take necessary action to ensure that future performance conforms to this PO and **(d)** equitably reduce the payment due Vendor to reflect the reduced value of the goods or services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

11. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes.

12. Payment. The State shall not pay Vendor any amount for performance under this PO in excess of the Document Total set forth on the Purchase Order document. The State shall pay Vendor for all amounts due within 45 days after the State's receipt of goods or services and acceptance of a correct invoice of amount due. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Vendor shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The State may benefit from any early payment discount offered by Vendor by making payment within the timeframes required by Vendor to be eligible for such discount. If Vendor offers an early payment discount, then the discount shall be shown on Vendor's invoices to the State, and if the State makes payment on the invoice within the time frame for the discount, Vendor shall either **(a)** accept the payment amount less the appropriate discount or **(b)** refund the discount back to the State. Except as specifically agreed in this PO, Vendor shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this PO.

13. Assignment. Vendor's rights and obligations under this PO shall not be transferred or assigned without the prior, written consent of the State and execution of a new PO. Any attempt at assignment or transfer without such consent and new PO shall be void. Any new PO approved by the State shall be subject to the same terms and conditions as those set forth in this PO.

14. Subcontracts. Unless otherwise specified in this PO, Vendor shall not enter into any subcontract in connection with its obligations under this PO without the prior, written approval of the State. Vendor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Vendor in connection with this PO 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 PO.

15. Severability. The invalidity or unenforceability of any provision of this PO shall not affect the validity or enforceability of any other provision of this PO, which shall remain in full force and effect, provided, that the parties can continue to perform their obligations in accordance with the intent of this PO.

16. Survival of Certain PO Terms. Any provision of this PO that imposes an obligation on a party after termination or expiration of this PO shall survive the termination or expiration of this PO and shall be enforceable by the other party.

17. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this PO does not and is not intended to confer any rights or remedies upon any person or entity other than the parties. Enforcement of this PO and all rights and obligations hereunder is reserved solely to the parties. Any services or benefits which third parties receive as a result of this PO are incidental to this PO, and do not create any rights for such third parties.

18. Waiver. A party's failure or delay in exercising any right, power, or privilege under this PO, 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.

19. Indemnification. [Not Applicable to Inter-governmental POs] Vendor 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 Vendor, or its employees, agents, subcontractors, or assignees in connection with this PO. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information.

20. Notice. All notices given under this PO shall be in writing, and shall be delivered to the contacts for each party listed on the Purchase Order document. Either party may change its contact or contact information by notice submitted in writing to the other party without a formal modification to this PO.

21. Insurance. Except as otherwise specifically stated in this PO, Vendor shall obtain and maintain insurance as specified in this section at all times during the term of this PO: **(a)** workers' compensation insurance as required by state statute, and employers' liability insurance covering all Vendor employees acting within the course and scope of their employment; **(b)** Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire; and **(c)** Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Vendor will or may have access to any protected information, then Vendor shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of this PO. Additional insurance may be required as provided elsewhere in this PO. All insurance policies required by this PO shall be issued by insurance companies with an AM Best rating of A-VIII or better. This insurance requirement shall not apply if this PO is solely for goods, as determined by the State, unless specifically

stated otherwise in this PO or any attachment or exhibit to this PO. If Vendor is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Vendor shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

22. Termination Prior to Vendor Acceptance. If Vendor has not begun performance under this PO, the State may cancel this PO by providing written notice to the Vendor.

23. Termination for Cause. (a) If Vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified in this PO, the State may notify Vendor in writing of non-performance and, if not corrected by Vendor within the time specified in the notice, terminate Vendor's right to proceed with this PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated. (b) Vendor shall be liable for excess costs incurred by the State in procuring similar goods or services and the State may withhold such amounts as the State deems necessary. (c) If after rejection, revocation, or other termination of Vendor's right to proceed under the UCC or this clause, the State determines for any reason that Vendor was not in default or the delay was excusable, the rights and obligations of the State and Vendor shall be the same as if the notice of termination had been issued pursuant to termination under §24.

24. Termination in Public Interest. The State is entering into this PO for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, or Courts. If this PO ceases to further the public interest of the State as determined by its Governor, General Assembly, or Courts, the State, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §23. A determination that this PO should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Vendor specifying the part of this PO terminated and when termination becomes effective. Upon receipt of notice of termination, Vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, the State shall pay (a) reasonable settlement expenses, (b) this PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, the State shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. The State's termination liability under this section shall not exceed the total PO price. As a condition for payment under this section, Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as requested by the State.

25. Funds Availability. Financial obligations of the State payable after the State's current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. The State represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

26. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or

condition of this PO 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.

27. Independent Contractor. Vendor shall perform its duties under this PO as an independent contractor and not as an employee. Neither Vendor nor any agent or employee of Vendor shall be deemed to be an agent or employee of the State. Vendor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Vendor 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 Vendor or any of its agents or employees. Vendor shall pay when due all applicable employment taxes, income taxes and local head taxes incurred pursuant to this PO. Vendor 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.**

28. Compliance with Law. Vendor 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.

29. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental POs] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this PO. The UCC shall govern this PO in the case of goods unless otherwise agreed in this PO. 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 PO shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO 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. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State.

30. Prohibited Terms. Nothing in this PO shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this PO that requires the State to indemnify or hold Vendor harmless; requires the State to agree to binding arbitration; limits Vendor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

31. Vendor Offset and Erroneous Payments. [Not Applicable to Inter-governmental POs or to POs issued solely for goods] The State Controller may withhold payment under the State's Vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Vendor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Vendor by deduction from subsequent payments under this PO, deduction from any payment due under any other contracts, grants or agreements between the State and Vendor, or by any other appropriate method for collecting debts owed to the State.

ADDENDUM 1: Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS PO IS INFORMATION TECHNOLOGY, AS DEFINED IN
CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS PO.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(b) “CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(c) “HIPAA”** means the federal Health Information Portability and Accountability Act; **(d) “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(e) “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; **(f) “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by HIPAA; **(g) “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S. ; **(h) “State Confidential Information”** means any and all State Records not subject to disclosure under the Colorado Open Records Act, CRS §§24-72-200.1, *et seq.* (“CORA”), and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA; **(i) “State Records”** means any and all State data, information, and records, regardless of physical form; **(j) “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) “Work Product”** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this PO, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Vendor in the performance of its obligations under this PO shall be the exclusive property of the State (collectively, “State Materials”). Vendor shall deliver all State Materials to the State upon completion or termination of this PO. The State’s exclusive rights in any Work Product prepared by Vendor shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Vendor shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Vendor’s obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate

records relating to **(a)** its use of all Vendor and third party software licenses and rights to use any Vendor or third party software granted under this PO and its attachments to which the State is a party and **(b)** all amounts payable to Vendor pursuant to this PO and its attachments and the State's obligations under this PO or to any amounts payable to Vendor in relation to this PO, which records shall contain sufficient information to permit Vendor to confirm the State's compliance with the use restrictions and payment obligations under this PO or to any third-party use restrictions to which the State is a party. Vendor retains the exclusive rights, title and ownership to any and all pre-existing materials owned by or licensed to Vendor including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third-party materials, delivered by Vendor under this PO, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Vendor Property"). Vendor Property shall be licensed to the State as set forth in a State-approved license agreement: **(c)** entered into as exhibits or attachments to this PO, **(d)** obtained by the State from the applicable third-party Vendor, or **(e)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(i)** requires the State to indemnify Vendor or any other party, **(ii)** is in violation of State laws, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State, or **(iii)** is contrary to this PO.

C. License or Use Audit Rights. If this PO includes any license or other right to use Vendor's intellectual property, Vendor shall have the right, at any time during and throughout the term of this PO, but not more than once during any State fiscal year, to request via written notice in accordance with the notice provisions of this PO that the State audit its use of Vendor's intellectual property and certify as to its compliance with any applicable license or use restrictions and limitations contained in this PO (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Vendor ("Audit Certification") within 120 days following the State's receipt of the Audit Request. If upon receipt of the State's Audit Certification, the parties reasonably determine that: **(a)** the State's use of licenses, use of software, use of programs, or any other use of intellectual property during the audit period exceeded the use restrictions and limitations contained in this PO ("Overuse") and **(b)** the State would have been or is then required to purchase additional rights to use Vendor's intellectual property ("Additional Rights"), Vendor shall provide written notice to the State in accordance with the notice provisions of this PO identifying any Overuse or required Additional Rights and request that the State bring its use into compliance with such use restrictions and limitations. Notwithstanding anything to the contrary in this PO, or incorporated as a part of Vendor's or any subcontractor's website, click-through or online agreements, third-party agreements, or any other documents or agreements between the parties, the State shall not be liable for the costs associated with any Overuse or Additional Rights, during the audit period regardless of whether the State may have been notified in advance of such costs.

D. Vendor Records. Vendor shall maintain a file of all documents, records, communications, notes, and other materials relating to the work (the "Vendor Records"). Vendor Records shall include all documents, records, communications, notes and other materials maintained by Vendor that relate to any work performed by Subcontractors, and Vendor shall maintain all records related to the work performed by Subcontractors required to ensure proper performance of that work. Unless a longer period is required in this PO or any attachment or exhibit to this PO, Vendor shall maintain Vendor Records until the last to occur of: **(a)** the date 3 years after the date this Purchase Order expires or is terminated, **(b)** final payment under this Purchase Order is made, **(c)** the resolution of any pending Purchase Order matters, or **(d)** if an audit is occurring, or Vendor has received notice

that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period"). Vendor shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy, and transcribe Vendor Records during the Record Retention Period. Vendor shall make Vendor Records available during normal business hours at Vendor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Vendor's performance of its obligations under this Purchase Order using procedures as determined by the State. The State shall monitor Vendor's performance in a manner that does not unduly interfere with Vendor's performance of the work. Vendor shall promptly submit to the State a copy of any final audit report of an audit performed on Vendor's records that relates to or affects this Purchase Order or the work, whether the audit is conducted by Vendor or a third party.

E. Information Confidentiality. Vendor shall keep confidential, and cause all subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Vendor 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 PO, permitted by law, or approved in writing by the State. Vendor shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Vendor or any of its subcontractors will or may have access to any State Confidential Information or any other protected information, Vendor shall comply with all Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406, and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Vendor's performance under this PO. Such obligations may arise from HIPAA; IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); Federal Bureau of Investigation Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information With The Social Security Administration. Vendor shall immediately forward any request or demand for State Records to the State's purchasing agent.

F. Other Entity Access and Nondisclosure Agreements. Vendor 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 PO. Vendor shall ensure all such agents, employees, assigns, and subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this PO, and that the nondisclosure provisions are in force at all times the agent, employee, assign or subcontractor has access to any State Confidential Information. Vendor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

G. Use, Security, and Retention. Vendor shall use, hold, and maintain State Confidential Information in compliance with all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Vendor shall provide the State with access, subject to Vendor'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 PO, Vendor shall return State Records provided to Vendor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Vendor is prevented

by law or regulation from returning or destroying State Confidential Information, Vendor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

H. Incident Notice and Remediation. If Vendor 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 Vendor can establish none of Vendor or any of its agents, employees, assigns, or subcontractors are the cause or source of the Incident, Vendor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Vendor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Vendor shall make all modifications as directed by the State. If Vendor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Vendor shall reimburse the State for the reasonable actual costs thereof.

I. Data Protection and Handling. Vendor shall ensure that all State Records and Work Product in the possession of Vendor or any subcontractors are protected and handled in accordance with the requirements of this PO at all times. Upon request by the State made any time prior to 60 days following the termination of this PO for any reason, whether or not this PO is expiring or terminating, Vendor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions, and attachments in its native format. Upon the termination of Vendor's services under this PO, Vendor shall, as directed by the State, return all State Records provided by the State to Vendor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Vendor prevent Vendor from returning or destroying all or part of the State Records provided by the State, Vendor shall guarantee the confidentiality of all State Records in Vendor's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Vendor's infrastructure at its sole discretion and at any time.

J. Compliance with OIS Policies and Procedure. Vendor shall review, on a semi-annual basis, all Colorado Office of Information Security ("OIS") policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Vendor shall cooperate, and shall cause its subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

K. Safeguarding PII. If Vendor or any of its subcontractors will or may receive PII under this PO, Vendor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Vendor shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute,

on behalf of itself and its employees, the certification [PII Individual Certification Form](#) or [PII Entity Certification Form](#) [Download form from Hyperlink] on an annual basis and Contractor's duty and obligation to certify shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

L. Software Piracy Prohibition. State or other public funds payable under this PO shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Vendor hereby certifies and warrants that, during the term of this PO and any extensions, Vendor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Vendor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this PO, including, without limitation, immediate termination of this PO and any remedy consistent with federal copyright laws or applicable licensing restrictions.

M. Information Technology. To the extent that Vendor provides physical or logical storage of State Records; Vendor creates, uses, processes, discloses, transmits, or disposes of State Records; or Vendor is otherwise given physical or logical access to State Records in order to perform Vendor's obligations under this PO, Vendor shall, and shall cause its subcontractors, to: **(a)** provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this PO; **(b)** maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; **(c)** comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; **(d)** provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; **(e)** promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; and **(f)** comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. Vendor shall not allow remote access to State Records from outside the United States, including access by Vendor's employees or agents, without the prior express written consent of OIS. Vendor shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

N. Accessibility. Vendor shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Vendor 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. Vendor 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 Vendor's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. The State may require Vendor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Vendor'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.

ADDENDUM 2:

Additional Terms & Conditions for Federal Provisions

IF ANY PART OF THIS PO HAS BEEN FUNDED, IN WHOLE OR IN PART, WITH FEDERAL FUNDS, THE FOLLOWING PROVISIONS SHALL ALSO APPLY TO THIS PO.

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Contract or Purchase Order to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract or Purchase Order, or any attachments or exhibits incorporated into and made a part of the Contract or Purchase Order, the provisions of these Federal Provisions shall control.

2. COMPLIANCE.

- 2.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

- 3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Recipient, and shall update Contractor's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. CONTRACT PROVISIONS REQUIRED BY UNIFORM GUIDANCE APPENDIX II TO PART 200.

- 4.1. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is \$250,000
- 4.2. **All contracts in excess of \$10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 4.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 4.4. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 4.5. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 4.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 4.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 4.8. **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.9. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 4.10. **Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216**
- 4.10.1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
- 4.10.1.1. Procure or obtain;
- 4.10.1.2. Extend or renew a contract to procure or obtain; or
- 4.10.1.3. Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 4.11. **Contracts with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 4.12. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 4.13. **Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management

services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

- 5.1. Pursuant to §4.2 of these Federal Provisions, the State of Colorado may terminate this contract, in whole or in part, when it is in the Government's interest. Solicitations and contracts shall include clauses as required by FAR 49.502 (2023). Termination for convenience of the government shall comply with the following provisions of the Federal Acquisition Regulations:
 - 5.1.1. For Fixed Price Contracts: FAR 52.249-2 (2023)
 - 5.1.2. For Contracts for Personal Services: FAR 52.249-12 (2023)
 - 5.1.3. For Construction Contracts for Dismantling, Demolition, or Removal of Improvements: FAR 52.249-3 (2023)
 - 5.1.4. For Educational and Other Nonprofit Institutions: FAR 52.249-5 (2023)

6. EVENT OF DEFAULT.

- 6.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 10, 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: AN ORDINANCE AMENDING CHAPTER 6 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND INCREASING SEWER USER CHARGES

SUMMARY:

Attached is an Ordinance amending Chapter 6 of Title XVI of the Pueblo Municipal Code relating to and increasing sewer user charges.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10489 awarded an agreement between the City of Pueblo and Financial Consulting Solutions Group, Inc., DBA. FCS Group for the 2023 Biennial Wastewater Rate Review

Ordinance No. 10429 awarded an agreement between the City of Pueblo and Financial Consulting Solutions Group, Inc., DBA FCS Group, Inc. and named Financial Consulting Solutions Group, Inc., DBA FCS Group, as the Rate Consultants of Record for the Pueblo Wastewater Department, on April 12, 2023.

BACKGROUND:

Pueblo's Municipal Code presently requires that a review of wastewater rates be performed at least every two years to ensure that the rates generate sufficient revenue to fund total operation and maintenance costs of the wastewater system, and to ensure that the rates maintain the proportionate distribution of costs among user classes (Section 16-6-37).

In accordance with this requirement, FCS Group, the Wastewater Rate Consultant of Record, reviewed the 20-year Capital Improvement Plan, the Wastewater Department's debt service requirements, and the fund balances. During the May 6, 2024, Work Session, a detailed presentation was given regarding the findings and proposed increase in rates.

The study indicated that due to increased regulatory requirements, and capital improvement requirements, increased rates will be required. The Wastewater Department is currently working on capital projects to maintain compliance with water quality regulations as well as the Selenium Discharger Specific Variance. Further improvements to the collection system and pilot projects for treatment will be needed to maintain compliance with the Discharger Specific Variance. The ordinance has therefore been prepared to provide for annual increases in wastewater rates for Pueblo residences and industries, and for the Blend Sanitation District, beginning in 2025.

FINANCIAL IMPLICATIONS:

The proposed ordinance anticipates that the City Council will periodically adjust sanitary sewer rates.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

Residents within the City of Pueblo and the Blend Sanitation District are the primary stakeholders affected by this rate increase. There was one stakeholder meeting held during a presentation given at a City Council work session on May 8, 2024.

ALTERNATIVES:

The no action alternative would continue wastewater service fee increases previously adopted and effective January 1, 2020, but would not address future increases necessary at a level sufficient to fund capital improvements to the Water Reclamation Facility and collection system to attain compliance with water quality regulations and maintain the aging infrastructure. Failure to maintain compliance will create the potential for enforcement actions by state and federal authorities that carry maximum fines of \$54,833 a day per day for violation, and waiting to increase revenues until the compliance deadline arrives will result in much higher rate increases that will place additional burdens on rate payers.

The proposed alternative will implement an increase in the wastewater rate structure beginning January 1, 2025.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. City of Pueblo Wastewater Draft Report 2024

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 6 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND INCREASING SEWER USER CHARGES

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

SECTION 1.

Section 16-6-20 of Chapter 6, Title XVI of the Pueblo Municipal Code, is amended to read as follows:

Sec. 16-6-20. Rates and charges.

(a) Nonindustrial users. The wastewater charge for nonindustrial users shall be the sum of the monthly service charge and monthly sewer volume charge, computed as follows:

(1) Commencing on [January 1, 2020] **January 1, 2024** , and for each month in each year thereafter through December 31, **2028**, for and in accordance with the calendar months and years indicated in the following table, the monthly service charge portion of the wastewater charge shall be assessed and charged based upon the water meter size of the water line or lines servicing the property in accordance with the following table. Commencing January 1, **2029**, the monthly service charge portion of the wastewater charge shall be as established from time to time by the City Council by ordinance; provided, however, that if City Council fails at any time to do so, the monthly service charge shall remain at the then last established amount.

[Table 16-6-20(a)(1)]

Year	Jan. 1, 2020 to Dec. 2020	Jan. 1, 2021 to Dec. 2021	Jan. 1, 2022 to Dec. 2022	Jan. 1, 2023 to Dec. 2023	Jan. 1, 2024 to Dec. 2024
Meter Line Size in Inches	Monthly Service Charge (in U.S. Dollars)				
5/8 and 3/4	21.87	23.18	24.34	25.56	26.32
1	26.01	27.57	28.95	30.40	31.31
1½	39.16	41.51	43.58	45.76	47.13
2	58.48	61.99	65.09	68.34	70.39
3	104.12	110.37	115.89	121.68	125.33
4	152.72	161.89	169.98	178.48	183.84
6	250.06	265.07	278.32	292.24	301.01
8	331.43	351.43	369.00	387.45	399.07

1

Table 16-6-20(a)(1)

Year	<u>Jan. 1, 2024 to Dec. 2024</u>	<u>Jan. 1, 2025 to Dec. 2025</u>	<u>Jan. 1, 2026 to Dec. 2026</u>	<u>Jan. 1, 2027 to Dec. 2027</u>	<u>Jan. 1, 2028 to Dec. 2028</u>
<u>Meter Line Size in Inches</u>	<u>Monthly Service Charge (in U.S. Dollars)</u>				

<u>$\frac{5}{8}$ and $\frac{3}{4}$</u>	<u>26.32</u>	<u>27.64</u>	<u>29.02</u>	<u>30.47</u>	<u>31.99</u>
<u>1</u>	<u>31.31</u>	<u>32.88</u>	<u>34.52</u>	<u>36.25</u>	<u>38.06</u>
<u>1½</u>	<u>47.13</u>	<u>49.49</u>	<u>51.96</u>	<u>54.56</u>	<u>57.29</u>
<u>2</u>	<u>70.39</u>	<u>73.91</u>	<u>77.60</u>	<u>81.49</u>	<u>85.56</u>
<u>3</u>	<u>125.33</u>	<u>131.60</u>	<u>138.18</u>	<u>145.09</u>	<u>152.34</u>
<u>4</u>	<u>183.84</u>	<u>193.03</u>	<u>202.68</u>	<u>212.82</u>	<u>223.46</u>
<u>6</u>	<u>301.01</u>	<u>316.06</u>	<u>331.86</u>	<u>348.46</u>	<u>365.88</u>
<u>8</u>	<u>399.07</u>	<u>419.02</u>	<u>439.97</u>	<u>461.97</u>	<u>485.07</u>

(2) Commencing on January 1, **2024**, and for each month in each year thereafter, through December 31, **2028** for and in accordance with the calendar months and years indicated in the following table, the monthly sewer volume charge portion of the wastewater charge for each property with metered water service furnished and provided by the Board of Water Works shall be the amount shown in the following table for each one thousand (1,000) gallons of water furnished and supplied to the property. Commencing January 1, **2029**, the monthly sewer volume charge portion of the wastewater charge for each one thousand (1,000) gallons of water shall be as established from time to time by the City Council by ordinance; provided, however, that if the City Council fails at any time to do so, the monthly sewer volume charge shall remain at the then last established rate.

[Table 16-6-20(a)(2)]

Year	Jan.1, 2020 to Dec. 2020	Jan. 1, 2021, to Dec. 2021	Jan. 1, 2022 to Dec. 2022	Jan. 1, 2023 to Dec. 2023	Jan. 1, 2024, to Dec. 2024
Monthly Sewer Volume Charge (in U.S. Dollars per 1,000 gallons)					
Nonindustrial Use	5.10	5.40	5.67	5.96	6.14

Table 16-6-20(a)(2)

<u>Year</u>	<u>Jan. 1, 2024 to Dec. 2024</u>	<u>Jan. 1, 2025 to Dec. 2025</u>	<u>Jan. 1, 2026 to Dec. 2026</u>	<u>Jan. 1, 2027 to Dec. 2027</u>	<u>Jan. 1, 2028 to Dec. 2028</u>
<u>Monthly Sewer Volume Charge (in U.S. Dollars per 1,000 gallons)</u>					
<u>Nonindustrial Use</u>	<u>6.14</u>	<u>6.45</u>	<u>6.77</u>	<u>7.11</u>	<u>7.46</u>

(3) The monthly sewer volume charge shall be based upon the monthly water meter measurements and readings (or estimates thereof) of the Board of Water Works and shall be computed and billed as follows:

a. The monthly sewer volume charge shall be the amount specified in Table 16-6-20(a)(2) for the applicable month and year for each one thousand (1,000) gallons of water charged and billed to the property by the Board of Water Works during its January and February monthly billing periods for said year. The term *monthly billing period*, as used herein, commences when a water meter is read in the prior month and ends when the water meter is read in the subsequent month of billing.

b. The monthly sewer volume charge for each month from and including January 1, **2024**, through and

including December 31, **2028** and for the months of January through December each year thereafter, shall be calculated as the amount specified in Table 16-6-20(a)(2) for the applicable month and year in dollars per one thousand (1,000) gallons multiplied by the average of the thousands of gallons of water charged and billed to the property by the Board of Water Works during the immediately preceding January and February.

c. If for any reason water meter readings are not made or are delayed, the sewer volume charge shall be computed upon an estimate of water services and the actual charge therefor shall be made and apportioned upon the actual meter measurement and readings made thereafter.

d. In the event a property is connected to the Board of Water Works system after February of any year or if for some other reason there is not available an average monthly sewer volume charge based upon the January-to-February billing periods or such periods in prior years, the monthly sewer volume charge shall be an amount equal to the applicable calendar year monthly rate specified in Table 16-6-20(a)(2) per one thousand (1,000) gallons of water used multiplied by five (5) per month for each residential unit served at each property.

e. The sewer volume charge for each property using water not metered by the Board of Water Works shall be an amount equal to the applicable calendar year monthly rate specified in Table 16-6-20(a)(2) per one thousand (1,000) gallons of water used multiplied by five (5) per month for each residential unit served at each property or the applicable calendar year monthly rate specified in Table 16-6-20(a)(2) per one thousand (1,000) gallons of water used per month based upon the January or February monthly estimated water used or actual monthly water used, whichever would be most proportionate to all classes of users, as determined by the Director of Wastewater.

(b) Industrial users.

(1) The wastewater charge for Industrial Users shall be the sum of the monthly service charge based upon the meter size and determined in accordance with Paragraph (a)(1) of this Section, and a monthly sewer volume charge. Commencing on January 1, **2024**, and for each month in each year thereafter, for and in accordance with the calendar months and years indicated in the following table, the monthly sewer volume charge for Industrial Users shall be the amount shown in the following table for each one thousand (1,000) gallons of discharge per month based upon either actual measured discharge or upon water used after adjustment for any permitted use allowance, as determined by the Director of Wastewater plus one hundred percent (100%) of any costs incurred by the City in determining the amount of such discharge. Commencing on January 1, **2029**, the monthly sewer volume charge for Industrial Users shall be as established by the City Council from time to time by ordinance; provided, however, that if City Council fails at any time to do so, the monthly sewer volume charge for Industrial Users shall remain at the then last established rate.

[Table 16-6-20(b)(1)]

Year	Jan. 1, 2020 to Dec. 2020	Jan. 1, 2021 to Dec. 2021	Jan. 1, 2022 to Dec. 2022	Jan. 1, 2023 to Dec. 2023	Jan. 1, 2024 to Dec. 2024
Monthly Sewer Volume Charge (in U.S. Dollars per 1,000 gallons)					
Industrial Use	5.10	5.40	5.67	5.96	6.14

Table 16-6-20(b)(1)

<u>Year</u>	<u>Jan. 1, 2024, to Dec. 2024</u>	<u>Jan. 1, 2025, to Dec. 2025</u>	<u>Jan. 1, 2026, to Dec. 2026</u>	<u>Jan. 1, 2027, to Dec. 2027</u>	<u>Jan. 1, 2028, to Dec. 2028</u>
Monthly Sewer Volume Charge (in U.S. Dollars per 1,000 gallons)					
Industrial Use	6.14	6.45	6.77	7.11	7.46

(2) Industrial Users are also subject to excessive strength surcharges as provided in Article III of this Chapter and all other fees and charges required of Industrial Users by this Title.

(c) Blende Sanitation District.

(1) Commencing on January 1, **2024**, and as adjusted for each month and year thereafter as indicated in the following table, through December 31, **2028**, for wastewater delivered to the City's treatment plant from Blende Sanitation District and derived exclusively from nonindustrial customers, the monthly sewer volume charge shall be the specified monthly nonindustrial use rate for the applicable calendar month and year as set forth in Table 16-6-20(c) below, per one thousand (1,000) gallons, together with such monthly service charges as may be provided by agreement or resolution of the City Council. Commencing January 1, **2029**, the monthly sewer volume charge shall be as established by the City Council from time to time by ordinance; provided, however, that if the City Council fails at any time to do so, the monthly sewer volume charge shall remain at the then last established amount.

(2) Commencing on January 1, **2024**, and as adjusted for each month and year thereafter as indicated in the following table, through December 31, **2028**, for wastewater delivered to the City's treatment plant from Blende Sanitation District and derived from industrial customers, the volume charge shall be the specified monthly industrial use rate for the applicable calendar month and year as set forth in Table 16-6-20(c) below, per one thousand (1,000) gallons, together with such monthly service charges as may be provided by agreement or resolution of the City Council, and together with excessive strength surcharges as provided by Article III of this Chapter. Commencing on January 1, **2029**, the monthly sewer volume charge for wastewater delivered by the Blende District derived from industrial customers shall be as established by the City Council from time to time by ordinance; provided, however, that if the City Council fails at any time to do so, the monthly sewer volume charge shall remain at the then last established rate.

[Table 16-6-20(c)]

Year	Jan. 1, 2020 to Dec. 2020	Jan. 1, 2021, to Dec. 2021	Jan. 1, 2022, to Dec. 2022	Jan. 1, 2023, to Dec. 2023	Jan. 1, 2024, to Dec. 2024
Monthly Sewer Volume Charge (U.S. Dollars per 1,000 gallons)					
Blende Sanitation District Nonindustrial Use	4.05	4.29	4.51	4.73	4.87
Blende Sanitation District Industrial Use	4.05	4.29	4.51	4.73	4.87

1

Table 16-6-20(c)

<u>Year</u>	<u>Jan. 1, 2024, to Dec. 2024</u>	<u>Jan. 1, 2025, to Dec. 2025</u>	<u>Jan. 1, 2026, to Dec. 2026</u>	<u>Jan. 1, 2027, to Dec. 2027</u>	<u>Jan. 1, 2028, to Dec. 2028</u>
<u>Monthly Sewer Volume Charge (U.S. Dollars per 1,000 gallons)</u>					
<u>Blende Sanitation District Nonindustrial Use</u>	<u>4.87</u>	<u>5.11</u>	<u>5.37</u>	<u>5.64</u>	<u>5.92</u>

<u>Blende Sanitation District Industrial Use</u>	<u>4.87</u>	<u>5.11</u>	<u>5.37</u>	<u>5.64</u>	<u>5.92</u>
---	--------------------	--------------------	--------------------	--------------------	--------------------

(d) Sewer users and septic haulers depositing or discharging liquid waste into the system shall be assessed wastewater charges consisting of the sum of the following components:

- (1) Commencing on January 1, **2024**, and as adjusted for each month and year thereafter as indicated in the following table, the amount of the monitoring charge shall be the amount shown in the row for "MC," in Section 16-31-31(d) of Article III of this Chapter for the applicable calendar month and year; and
- (2) A combined monthly sewer volume charge and excessive strength surcharge at the specified monthly rate for the applicable calendar year as set forth in Table 16-6-20(d)(2) below, per one thousand (1,000) gallons of liquid waste deposited or discharged into the system.
- (3) Commencing January 1, **2029**, the monitoring charge and the monthly sewer volume charge and excessive strength surcharge shall be as established from time to time by the City Council by ordinance; provided, however, that if City Council fails at any time to do so, the monthly service charge shall remain at the then last established amount.
- (4) For each sand waste load, a charge of sixty dollars (\$60.00) shall be paid in addition to all other charges herein imposed. Sand waste loads are described in Chapter 10.

[Table 16-6-20(d)(2)]

Year	Jan. 1, 2020 to Dec. 2020	Jan. 1, 2021 to Dec. 2021	Jan.1, 2022 to Dec. 2022	Jan. 1, 2023, to Dec. 2023	Jan. 1, 2024 to Dec. 2024
Septic Haulers' Combined Monthly Sewer Volume Charge and Excessive Strength Surcharge (in U.S. Dollars per 1,000 gallons)					
	69.91	74.10	77.81	81.70	84.15

1

Table 16-6-20(d)(2)

<u>Year</u>	<u>Jan. 1, 2024, to Dec. 2024</u>	<u>Jan. 1, 2025, to Dec. 2025</u>	<u>Jan.1, 2026, to Dec. 2026</u>	<u>Jan. 1, 2027, to Dec. 2027</u>	<u>Jan. 1, 2028, to Dec. 2028</u>
<u>Septic Haulers' Combined Monthly Sewer Volume Charge and Excessive Strength Surcharge (in U.S. Dollars per 1,000 gallons)</u>					
	<u>84.15</u>	<u>88.36</u>	<u>92.78</u>	<u>97.41</u>	<u>102.28</u>

(e) Airport Collection System.

- (1) The wastewater charges for all users connected to the airport collection system shall be as provided in Subsections (a) and (b) of this Section, subject to the provisions of this Subsection (e).
- (2) Reserved.
- (3) Reserved.
- (4) The wastewater charges set forth herein for users connected to the airport collection system shall be in addition to, and not in lieu of, any and all other charges or fees associated with or assessed to property owners or occupants of facilities located at the Pueblo Memorial Airport or the Airport Industrial Park.

SECTION 2.

Title XVI, Chapter 6, Article III, Section 16-6-31 of the Pueblo Municipal Code, as amended, is amended to read as follows:

[Table 16-6-31(b)]

Year	Jan. 1, 2020 to Dec. 2020	Jan. 1, 2021 to Dec. 2021	Jan. 1, 2022 to Dec. 2022	Jan. 1, 2023 to Dec. 2023	Jan. 1, 2024 to Dec. 2024
\$BOD (Dollars per pound for excess BOD)	0.380	0.380	0.380	0.380	0.380
\$SS (Dollars per pound for excess SS)	0.190	0.190	0.190	0.190	0.190
MC (Dollars per Month)	350.36	371.38	389.95	409.45	421.73

1

Table 16-6-31(b)

<u>Year</u>	<u>Jan. 1, 2024 to Dec. 2024</u>	<u>Jan. 1, 2025 to Dec. 2025</u>	<u>Jan. 1, 2026 to Dec. 2026</u>	<u>Jan. 1, 2027 to Dec. 2027</u>	<u>Jan. 1, 2028 to Dec. 2028</u>
<u>\$BOD (Dollars per pound for excess BOD)</u>	<u>0.380</u>	<u>0.380</u>	<u>0.380</u>	<u>0.380</u>	<u>0.380</u>
<u>\$SS (Dollars per pound for excess SS)</u>	<u>0.190</u>	<u>0.190</u>	<u>0.190</u>	<u>0.190</u>	<u>0.190</u>
<u>MC (Dollars per Month)</u>	<u>421.73</u>	<u>442.82</u>	<u>464.96</u>	<u>488.21</u>	<u>512.62</u>

SECTION 3.

This Ordinance may be enforced as provided in Sections 16-7-80, 16-7-87, 16-7-92, 16-9-13, 16-7-41 and 16-7-92 of Title XVI of the Pueblo Municipal Code, as amended, the remedies therein stated being cumulative, with the exercise of any one or more not constituting any bar or limitation to the exercise of the other. Any person found guilty of a violation of this Ordinance shall be punished as provided in Section 1-2-1 of the Pueblo Municipal Code, as amended.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 28, 2024.

Final adoption of Ordinance by City Council on June 10, 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

City of Pueblo

Wastewater Utility



WASTEWATER UTILITY RATE STUDY

DRAFT REPORT
May 2024

Washington

7525 166th Avenue NE, Ste. D215
Redmond, WA 98052
425.867.1802

Oregon

5335 Meadows Road, Ste. 330
Lake Oswego, OR 97035
503.841.6543

Colorado

1320 Pearl St, Ste 120
Boulder, CO 80302
719.284.9168

www.fcsgroup.com

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FCS GROUP
Solutions-Oriented Consulting

May 17, 2024

Andra Ahrens

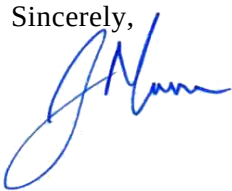
Director of Wastewater
City of Pueblo
1300 South Queens Avenue
Pueblo, CO 81001

Subject: City of Pueblo Wastewater Rate & PIF Study

FCS GROUP is pleased to provide this Wastewater Rate Study Report documenting our analyses, findings, and recommendations for adjusting the City of Pueblo Wastewater (City) utility rates for 2024 through 2033.

This report encompasses much effort not only from FCS GROUP but also from you and your team. We are very thankful for the time and dedication put into the Study by City staff leadership without which we would not have been able to complete our work.

We followed standard wastewater rate-setting principles described by the Water Environment Federation in completing our engagement for the City. The report is a comprehensive but not exhaustive description of our analyses and findings.

Sincerely,


Jason Mumm
Principal

Table of Contents

Executive Summary	2
Introduction.....	2
Utility Background	2
Assumptions.....	3
Fiscal Policies	3
Fund Balances	5
Rate Study	6
Financial Plan Analysis	6
Operating Fund	6
Projected Performance and Affordability	11
Bill Impacts.....	12
Recommendation	12
Appendix	12
Table 1: Revenue Requirement (10-Year Forecast)	12
Table 2: Fund Balance (10-Year Forecast)	13
Table 3: Adopted and Proposed Rate Schedule	14

List of Tables

Table 1: Summary of Fiscal Policies	5
Table 2: Wastewater Utility Fund Cash Balances	5
Table 3: Financial Summary	10
Table 4: Key Performance Indicators.....	11

List of Exhibits

Exhibit 1: Revenue Requirement Overview	6
Exhibit 2: Existing and Proposed Debt Service Payments	7
Exhibit 3: Capital Funding Forecast	8
Exhibit 4: Revenue at Existing 2024 Rates	9
Exhibit 5: Revenue at Proposed Rates	10
Exhibit 6: Adopted and Proposed Monthly Wastewater Rates	12

EXECUTIVE SUMMARY

INTRODUCTION

In June of 2023, The City of Pueblo (City) engaged FCS GROUP to conduct a Wastewater Utility Financial Plan Study (Study) aimed at determining the necessary level of rate revenue required to cover annual operating expenses, existing and proposed debt service payments, and to fund the capital improvement program while ensuring the preservation of key financial performance metrics. The primary objectives of this Study were:

Update of Wastewater Financial Plan. The Study involved updating the wastewater financial plan for the ten years of 2024 through 2033.

Determination of Rate Adjustments. The Study set out to determine the appropriate wastewater rate adjustments from 2024 through 2033. We calculated these adjustments to generate sufficient revenue, sustain adequate cash reserves, and ensure adequate debt service coverage.

Assessment of Affordability. An essential aspect of the Study was the assessment of the affordability of the City's wastewater services. We based our assessment on the present median household income projected through 2033.

Evaluate Connection Fees. We evaluated the City's connection fees to ensure they remain equitable and consistent with the costs associated with new connections to its wastewater system. Based on this comprehensive assessment and discussions with City staff, we concluded that the connection fee inputs have not changed significantly enough to warrant adjusting the current fees. We recommend reviewing the fees in future studies to ensure they remain equitable and consistent with the evolving costs associated with new connections.

This executive summary report encapsulates our Study's assumptions, findings, and recommendations. For detailed calculations supporting these findings, please refer to the Appendix section of this report.

Utility Background

The City's sewer utility helps protect the public health and environment by safely and effectively collecting and treating wastewater from residential, commercial, and industrial customers. The City provides this service to approximately 112,848 wastewater customers.

The City's wastewater fund is financially self-sustaining, funding capital and operating expenses derived from user rates, plant investment fees, system development fees, interest income, and other miscellaneous sources. User rate revenue is designed to meet all operating costs, debt service coverage, and maintain adequate reserves. Revenue requirements include operations and maintenance (O&M), existing and proposed debt payments, and capital expenditures.

The City maintains a wastewater collection and treatment facility network, including over 456 miles of gravity piping, 7.6 miles of force mains, and nine lift stations. This infrastructure ensures the effective transportation and treatment of wastewater, essential for promoting the community's well-being and ensuring environmental sustainability.

Assumptions

The operating and maintenance expenditure forecast largely relies on the City's 2024 adopted budget for the Wastewater Utility. The line items in the budget are then adjusted each year by utilizing one of the following factors:

- Customer Growth – will remain consistent throughout the Study based on nominal historical growth rates provided by the City. The growth rate averages 0.51 percent throughout the study period.
- General Cost Inflation – assumed to be 4.5 percent in 2024, then holding 3.5 percent per year going forward starting in 2025. This forecast is based on the CPI-U West professional forecast for the Consumer Price Index.
- Construction Cost Inflation – assumed to be 4.5 percent in 2024, then holding 3.5 percent per year going forward starting in 2025. This forecast is based on the ENR Construction Cost Index for Denver.
- Labor Cost Inflation – assumed to be 3.0 percent in 2024, then holding at 2.75 percent per year going forward starting in 2025 based on the Employment Cost Index – Wages and Salaries, as well as discussions with City staff.
- Benefits Cost Inflation - assumed to be 3.25 percent per year based on the Employment Cost Index – Benefits and a discussion with City staff.
- Fund Interest Earnings – assumed to be 1.75 percent in 2024, then holding at 1.0 percent per year going forward starting in 2025 based on the ColoTrust Prime and discussions with City staff.
- Proposed Debt Service – based on a 3% annual interest rate, 20-year term, 0% issuance costs, and not debt service reserve.

Fiscal Policies

The basic framework for evaluating utility revenue needs includes sound fiscal policies. Several policy topics are important to consider as part of managing the finances of the wastewater utility, including Cash Reserves, Capital Funding, and Rate Funded System Reinvestment.

When evaluating fund reserve levels and objectives, it is important to recognize that the value of reserves lies in their potential use. A reserve strategy that deliberately avoids any use of reserves negates their purpose. The fluctuation of reserve levels may indicate that the system is working, while the lack of variation over many years strongly suggests that the reserves are, in fact, unnecessary.

Operating Reserves

An operating reserve provides a liquidity cushion; it protects the utility from the risk of short-term variation in the timing of revenue collection or payment of expenses. The most common operating reserve minimum balance target for wastewater utilities with monthly or bi-monthly billing is 45 to 60 days of operating expenses. The City's policy is to maintain a minimum reserve of 25% of annual operating expenditures (equivalent to 90 days), generally consistent with industry standards. FCS GROUP does not recommend a change to this policy.

Recommended Policy: Consistent with the City's existing policy, achieve a year-end minimum balance target of **90 days (25%)** of total annual operating expenditures. This equates to a target of roughly **\$3.02 million** based on 2024 budgeted expenditures totaling \$12.26 million.

Capital Reserve

This reserve provides emergency funding for unexpected asset failures or other unanticipated capital needs. This capital reserve policy does not guard against catastrophic system failure or extreme acts of nature. Minimum balances for capital reserves are often based on a percentage (commonly 1% to 2%) of the original cost of utility fixed assets or an amount determined sufficient to fund an emergency capital project or equipment failure.

Recommended Policy: A *minimum* capital ending fund balance target of **1% of fixed assets** (non-depreciated original cost of construction) is recommended. This equates to **\$2.09 million** in the 2024 test year based on a fixed asset inventory provided by City staff, totaling approximately \$162.36 million as of the end of 2022. Capital reserves larger than this may be prudent if the City is saving for future capital projects that cannot be funded with same-year rate revenue or existing reserves.

Debt Related Policies

As of 2023, the Utility maintains \$13.85 million in outstanding debt through SRF and revolving fund loans. Annual payments on this debt are scheduled through 2030, averaging \$1,638,719 annually during the forecast period. Based on discussions with staff, the City prefers that the wastewater utility continue to take on a hybrid approach, utilizing both cash and debt-funding capital projects during the ten-year forecast period covered by this Study.

Debt Reserve

A debt reserve is most often required as a condition of bond issuance, though some loan programs also require one. The reserve intends to protect bondholders (or the agency issuing loans) from the risk of the borrower defaulting on their payments by causing the issuer to deposit funds into a restricted account used only to satisfy the reserve requirement. Once the debt is repaid, the bondholders release the reserve requirement, and the funds are then available for normal use. It is most often equal to the average or maximum annual debt service.

Recommended Policy: The policy should be dictated by terms outlined in contracts for debt obligations.

Debt Service Coverage

Debt service coverage is typically a requirement associated with revenue bonds, and it is an important benchmark to measure the riskiness of a utility's capital funding plans. It represents a margin, expressed as a multiple of the annual debt service, meant to increase the likelihood of timely repayment. A common debt service coverage ratio is 1.25x, meaning net operating revenue (gross revenue less operations and maintenance expenses) is 125% of the debt service payment for the year.

Recommended Policy: While 1.10 or 1.25 are common legal minimum coverage ratios for revenue bonds, FCS GROUP recommends a more conservative internal policy coverage target of at least 1.50 should the wastewater utility choose to utilize debt in the future.

Table 1 summarizes the recommended fiscal policies for the wastewater utility.

Table 1: Summary of Fiscal Policies

Policy	Recommended Target
Operating Reserve	25% of operating expenditures
Capital Reserve	A minimum of 1% of the original cost of fixed assets
Debt Service Coverage	If issued, an internal policy target of at least 1.50

Fund Balances

At the beginning of 2023, the cash and investments balance for the wastewater fund was \$63.9 million. The City internally distinguishes between operating, capital, and debt reserve funds, as shown in **Table 2**.

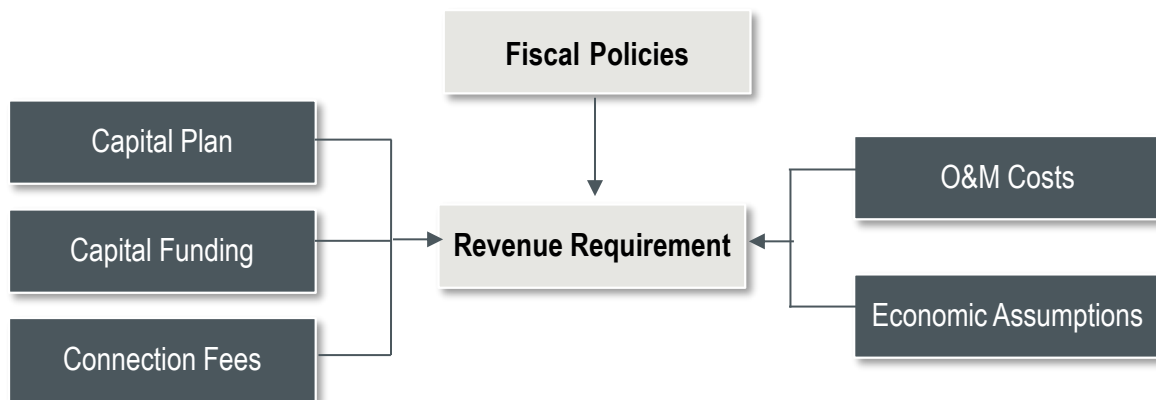
Table 2: Wastewater Utility Fund Cash Balances

Description	Beginning 2023 Cash Balances
Operating Reserve	\$12,256,827
Capital Reserve	37,948,668
Debt Reserve	13,674,364
Total Beginning Cash January 1, 2023	\$63,879,859

Rate Study

The main purpose of this rate study is to develop a funding plan (“revenue requirement”) for the City’s wastewater utility. The revenue requirement identifies the total revenue needed to fully fund the utility on a standalone basis considering operating and maintenance expenditures, fiscal policy achievement, and the capital project needs of the wastewater utility.

Exhibit 1: Revenue Requirement Overview



FINANCIAL PLAN ANALYSIS

Operating Fund

The operating fund monitors the financial operations linked to the maintenance of the wastewater system and supports the capital improvement program. As of the beginning of 2023, the Utility's initial fund balance stands at \$63.9 million.

Sources of Funds

The main source of operating fund revenue comes from wastewater rates, which account for nearly 98 percent of the total operating fund revenue. The remaining 2 percent is from interest earnings and other non-rate revenue streams.

Revenue Requirements

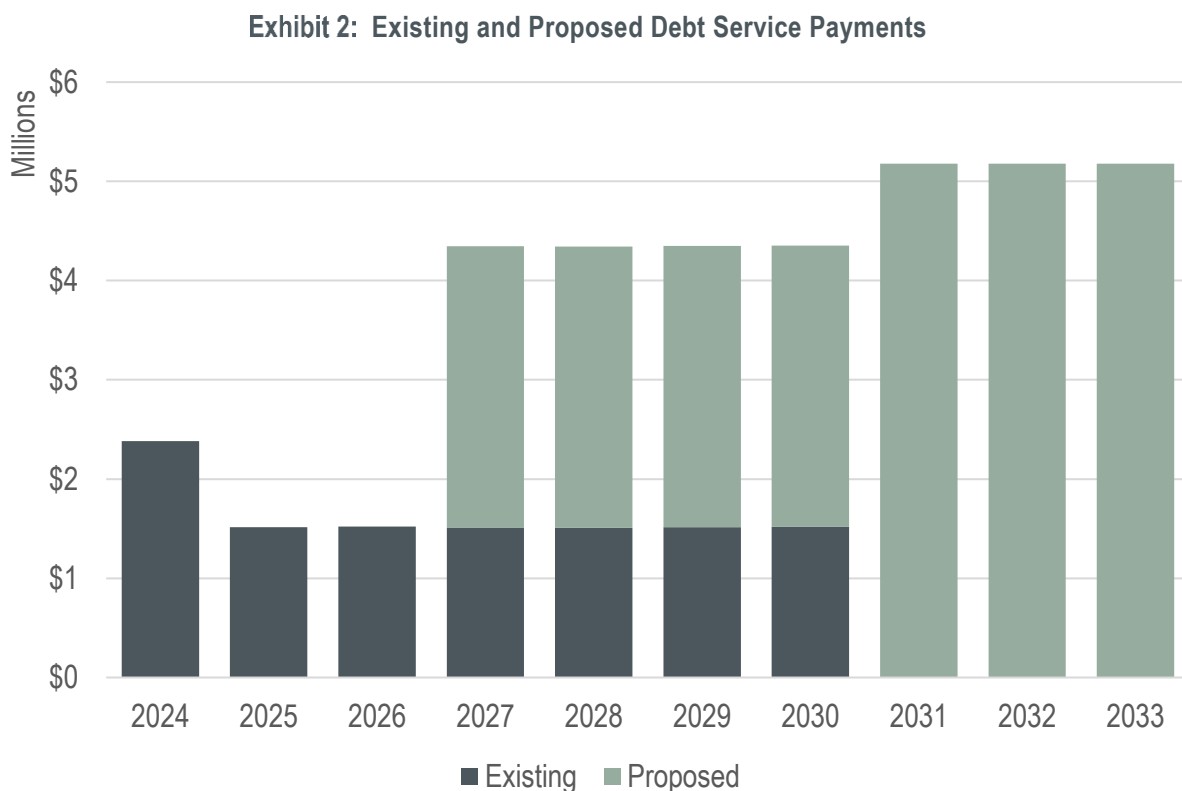
Appendix Table 1 summarizes the Operation and Maintenance (O&M) expenses. These costs cover personnel salaries, materials, supplies, and contractual services essential for the regular wastewater collection, treatment, and disposal activities. The assumptions section above provides context for the annual inflation rates, derived from historical patterns and consistently applied across the study duration. Furthermore, the Study incorporates routine capital enhancements, including investments in

equipment, fixtures, and the expansion of the vehicle fleet. Commencing in 2024 at \$12.3 million, the combined operating expenses escalate to \$15.7 million by 2033.

Exhibit 2 below outlines existing and proposed annual debt service payments for the capital program, encompassing principal, interest, and administrative fees. The debts pertain to various series, including Series 2003, 2009, 2010, 2012, and 2014 SRF loans and upcoming SRF loans. Below, we detail future debt series issuance, highlighting major debt issues and associated capital projects.

- 2025 Debt Series of \$39 million
 - Secondary Clarifier Mechanism Replacement
- 2029 Debt Series of \$32.2 million
 - Gravity Thickener / Fermenter
 - Tertiary Process for Regulation 31

The City's debt service payments are expected to peak at \$5.36 million in 2029, decreasing with the repayment of the older debts. See Exhibit 2 below for a visual representation of existing and proposed debt services from 2024 to 2033.

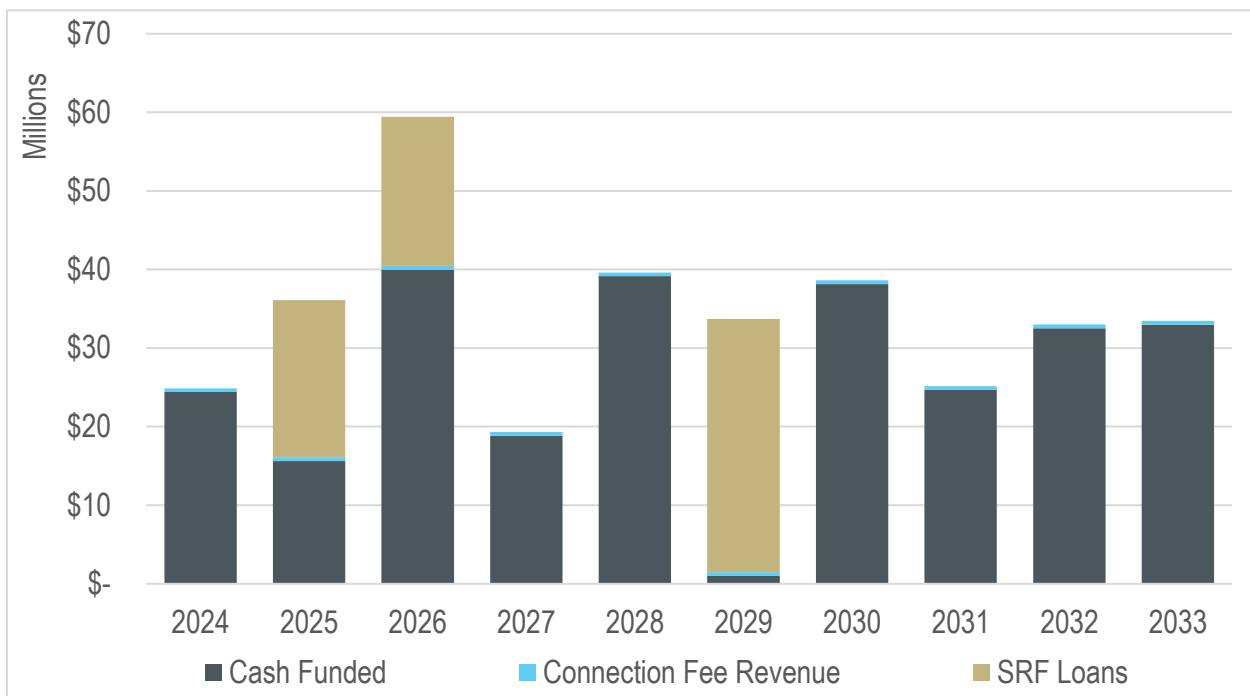


In **Exhibit 3** below, the Wastewater CIP outlines \$343.3 million in forecasted capital spending. Funding sources include \$267.4 million from rate revenue and reserves, \$4.8 million from connection fees, and \$71.2 million from State Revolving Fund loans. To address challenges like aging

infrastructure and inflation, we recommend maintaining reserve levels at 1% of net plant assets, starting at \$2.1 million and increasing to \$5.3 million by the end of the forecast period. These funds are crucial for addressing the following issues:

- Repair and replace aging infrastructure.
- Enhance nutrient removal systems to comply with permit regulations.
- Implement yearly rehabilitation initiatives for the Water Reclamation Facility's electrical systems.

Exhibit 3: Capital Funding Forecast

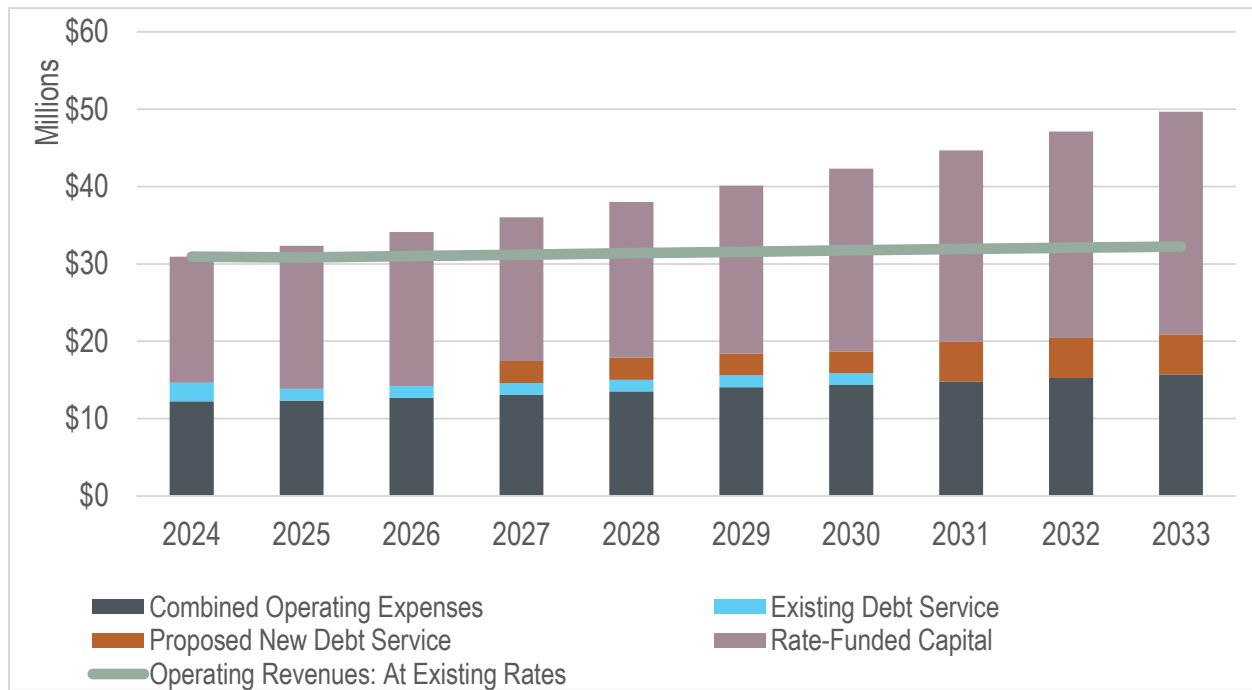


Indicated Revenue Adjustments

Revenue under existing 2024 rates is insufficient to meet the sum of annual O&M, debt service, and funding of capital projects, let alone maintaining appropriate reserve levels coverage requirements.

Exhibit 4 demonstrates the projected costs vs. the expected revenue from the existing wastewater rates.

Exhibit 4: Revenue at Existing 2024 Rates



To meet its obligations, the City should initiate rate increases of 5.0% starting in 2025 and continuing until at least 2033. **Exhibit 5** visually represents the revenue adequacy at the proposed rates for the study period between 2024 and 2033.

Exhibit 5: Revenue at Proposed Rates

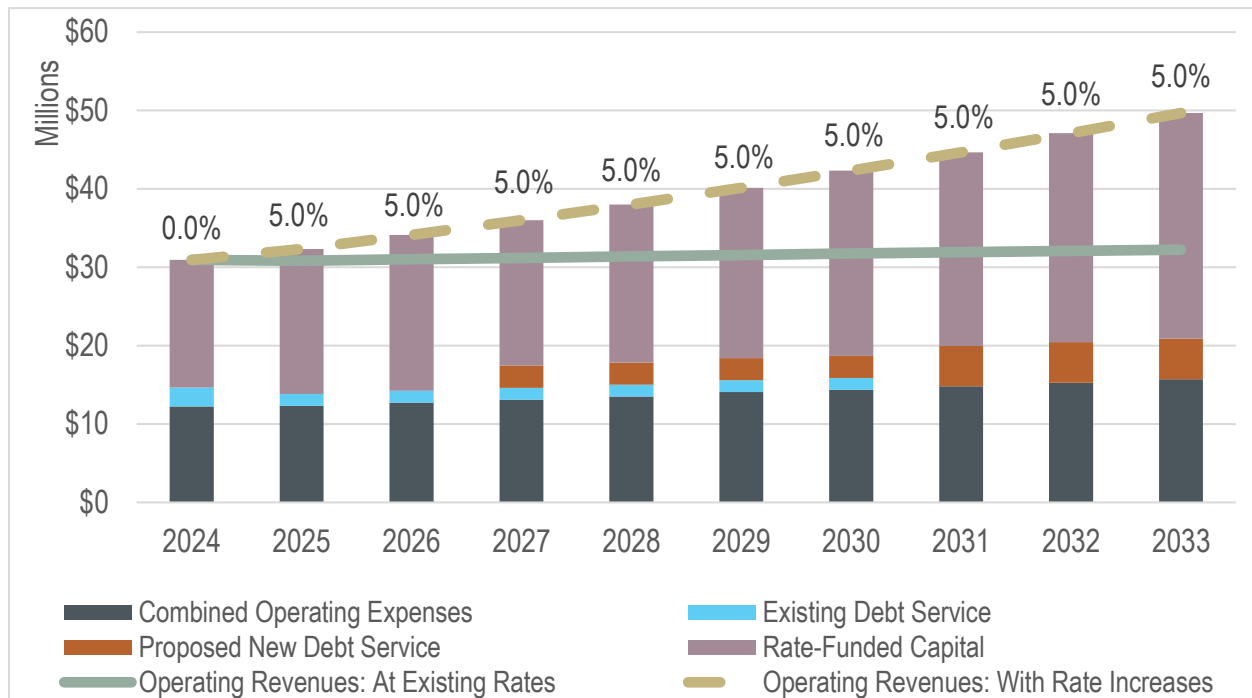


Table 3 summarizes the revenues and revenue requirements in the financial plan for 2025 to 2029, incorporating the recommended rate increases. Appendix Table 1 includes a detailed analysis of the financial plan and related calculations.

Table 3: Financial Summary

Revenue Requirement	2025	2026	2027	2028	2029
Operating Revenues	\$32,339,536	\$34,131,950	\$36,022,117	\$38,014,734	\$40,115,366
O&M Expenses	\$12,339,818	\$12,718,886	\$13,109,773	\$13,512,853	\$14,066,035
Debt Service	\$1,515,927	\$1,522,643	\$4,346,938	\$4,342,734	\$4,350,275
Cash-Funded Capital	\$18,483,791	\$19,890,421	\$18,565,406	\$20,159,147	\$21,699,056
Total Expenditures	\$32,339,536	\$34,131,950	\$36,022,117	\$38,014,734	\$40,115,366
Annual Surplus/(Deficiency)	-	-	-	-	-
Revenue Increase	5.0%	5.0%	5.0%	5.0%	5.0%

Projected Performance and Affordability

In 2021, the City's Median Household Income (MHI) was \$46,766¹, equivalent to \$51,116 in current-day dollars². The current average residential wastewater bill is approximately \$56,204 for a 5/8-inch water meter and 4,000 gallons per month. The median residential stormwater bill is \$5.36 in 2024. The City bills wastewater and stormwater together.

Table 4 outlines key performance indicators and affordability data for 2025-2029. Our projections confirm that the City can maintain reserve levels and debt service coverage throughout the forecast. Compliance with CWRPDA loan covenants includes three months' O&M reserves and 110% debt service coverage (1.10x); our forecast shows the City should meet both requirements. In addition, the City plans to use a substantial portion of its cash reserves to fund upcoming capital projects, reducing the need for rate increases. The calculations for the metrics outlined in Table 2 are as follows:

- Debt Service Coverage (Net Revenues Available for Debt Service / Total Debt Service),
- Days Cash on Hand (Unrestricted Cash / O&M Expenses * 365 days),
- MHI Indicator (Total Monthly Bill / (Annual Median Household / 12 Months)).

Table 4: Key Performance Indicators

Residential Indicator	2025	2026	2027	2028	2029
Total Monthly Utility Bill	\$58.78	\$61.46	\$64.26	\$67.20	\$70.30
Annual MHI	\$52,598	\$54,124	\$55,693	\$57,308	\$58,970
Percent of MHI	1.34%	1.36%	1.38%	1.41%	1.43%
Debt Service Coverage	2025	2026	2027	2028	2029
Net Revenues	\$18,483,791	\$19,890,421	\$18,565,406	\$20,159,147	\$21,699,056
Debt Service	\$1,515,927	\$1,522,643	\$4,346,938	\$4,342,734	\$4,350,275
Debt Service Coverage	12.19	13.06	4.27	4.64	4.99
Operating Reserve	2025	2026	2027	2028	2029
Operating Reserve (days)	90	90	90	90	90
Operating Reserve \$	\$3,042,695	\$3,136,164	\$3,232,547	\$3,331,936	\$3,468,337

¹ Source: <https://www.census.gov/quickfacts/fact/table/pueblacitycolorado/INC110221#INC110221>

² Adjusted by historical Employment Cost Index (ECI) – Wages and Salaries provided by the U.S. Bureau of Labor Statistics, <https://www.bls.gov/eci/home.htm>

Bill Impacts

Proposed Rates

FCS GROUP recommends future rate increases of 5.0% in 2025 through at least 2033 to meet the City's currently defined financial obligations. **Exhibit 6** shows the existing adopted 2024 rates and the proposed rates through 2028. See Appendix Table 3 for the complete 2024 through 2033 adopted and proposed rates schedule.

Exhibit 6: Adopted and Proposed Monthly Wastewater Rates

Across-the-Board Rate Schedule	Adopted 2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028
Annual System-Wide Rate Increase	3.00%	5.00%	5.00%	5.00%	5.00%
Fixed Monthly charge by Meter Size					
3/4"	\$26.32	\$27.64	\$29.02	\$30.47	\$31.99
1"	\$31.31	\$32.88	\$34.52	\$36.25	\$38.06
1 1/2"	\$47.13	\$49.49	\$51.96	\$54.56	\$57.29
2"	\$70.39	\$73.91	\$77.60	\$81.49	\$85.56
3"	\$125.33	\$131.60	\$138.18	\$145.09	\$152.34
4"	\$183.84	\$193.03	\$202.68	\$212.82	\$223.46
6"	\$301.01	\$316.06	\$331.86	\$348.46	\$365.88
8"	\$399.07	\$419.02	\$439.97	\$461.97	\$485.07
Volume Charge: per kgal of water usage					
Non-Industrial Use	\$6.14	\$6.45	\$6.77	\$7.11	\$7.46
Industrial Use	\$6.14	\$6.45	\$6.77	\$7.11	\$7.46
Blende Sanitation District Non-Industrial Use	\$4.87	\$5.11	\$5.37	\$5.64	\$5.92
Blende Sanitation District Industrial Use	\$4.87	\$5.11	\$5.37	\$5.64	\$5.92
Septic Haulers	\$84.15	\$88.36	\$92.78	\$97.41	\$102.28
Excessive Strength Surcharge (\$ / lb)					
BOD ⁽¹⁾	\$0.38	\$0.40	\$0.42	\$0.44	\$0.46
TSS ⁽²⁾	\$0.19	\$0.20	\$0.21	\$0.22	\$0.23
Monitoring Charge (\$ / bill)					
All Excessive Strength Customers	\$421.73	\$442.82	\$464.96	\$488.21	\$512.62

(1) Applicable to strength concentrations in excess of 225 milligrams per liter of Biological Oxygen Demand (BOD)

(2) Applicable to strength concentrations in excess of 200 milligrams per liter of Total Suspended Solids (TSS)

Recommendation

Regular updates to the financial plan are essential to account for shifts in customer growth, volume sales, operating expenses, capital improvement needs, capital financing requirements, inflation, regulatory mandates, and other external influences. These updates provide valuable insights for determining necessary rate adjustments in response to these variables.

While indices like the Consumer Price Index (CPI) offer a general measure of inflation, wastewater costs are influenced by specific factors not fully accounted for by the CPI, such as regulatory changes, infrastructure maintenance, energy costs, and chemical expenses. Consequently, it is crucial for the City to regularly review its wastewater utility financial plan to recognize and address these nuanced factors.

APPENDIX

Table 1: Revenue Requirement (10-Year Forecast)

Revenue Requirement	Budget		Projected							
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
Revenues										
Rate Revenues Under Existing Rates	\$ 30,121,475	\$ 30,198,783	\$ 30,386,345	\$ 30,571,366	\$ 30,754,124	\$ 30,934,764	\$ 31,111,989	\$ 31,284,804	\$ 31,451,037	\$ 31,610,513
Non-Rate Revenues	<u>808,568</u>	<u>630,814</u>	<u>631,005</u>	<u>631,940</u>	<u>632,903</u>	<u>633,897</u>	<u>635,261</u>	<u>635,979</u>	<u>613,252</u>	<u>614,376</u>
Total Revenues	\$ 30,930,043	\$ 30,829,597	\$ 31,017,350	\$ 31,203,305	\$ 31,387,028	\$ 31,568,662	\$ 31,747,251	\$ 31,920,783	\$ 32,064,289	\$ 32,224,889
Expenses										
Cash Operating Expenses	\$ 12,262,275	\$ 12,339,818	\$ 12,718,886	\$ 13,109,773	\$ 13,512,853	\$ 14,066,035	\$ 14,357,150	\$ 14,799,175	\$ 15,255,013	\$ 15,725,102
Existing Debt Service	2,381,695	1,515,927	1,522,643	1,511,299	1,507,095	1,514,636	1,517,739	-	-	-
New Debt Service	-	-	-	2,835,639	2,835,639	2,835,639	2,835,639	5,178,219	5,178,219	5,178,219
System Reinvestment Funding	-	-	-	-	-	-	-	-	-	-
Additions Required to Meet Reserves	-	-	-	-	-	-	-	-	-	-
Total Expenses	\$ 14,643,970	\$ 13,855,745	\$ 14,241,529	\$ 17,456,711	\$ 17,855,587	\$ 18,416,310	\$ 18,710,527	\$ 19,977,394	\$ 20,433,232	\$ 20,903,320
Net Surplus (Deficiency)	\$ 16,286,074	\$ 16,973,852	\$ 16,775,821	\$ 13,746,594	\$ 13,531,441	\$ 13,152,351	\$ 13,036,723	\$ 11,943,389	\$ 11,631,058	\$ 11,321,569
Additions to Meet Coverage	-	-	-	-	-	-	-	-	-	-
Total Surplus (Deficiency)	\$ 16,286,074	\$ 16,973,852	\$ 16,775,821	\$ 13,746,594	\$ 13,531,441	\$ 13,152,351	\$ 13,036,723	\$ 11,943,389	\$ 11,631,058	\$ 11,321,569
Annual Rate Increase	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Cumulative Rate Increase	0.00%	5.00%	10.25%	15.76%	21.55%	27.63%	34.01%	40.71%	47.75%	55.13%
Rate Revenues After Increases	\$ 30,121,475	\$ 31,708,723	\$ 33,500,945	\$ 35,390,177	\$ 37,381,830	\$ 39,481,469	\$ 41,693,041	\$ 44,020,861	\$ 46,467,506	\$ 49,038,281
Additional Taxes from Rate Increase	-	-	-	-	-	-	-	-	-	-
Non-Rate Revenues	<u>808,568</u>	<u>630,814</u>	<u>631,005</u>	<u>631,940</u>	<u>632,903</u>	<u>633,897</u>	<u>635,261</u>	<u>635,979</u>	<u>613,252</u>	<u>614,376</u>
Total Operating Revenues After Rate Increases	\$ 30,930,043	\$ 32,339,536	\$ 34,131,950	\$ 36,022,117	\$ 38,014,734	\$ 40,115,366	\$ 42,328,303	\$ 44,656,840	\$ 47,080,758	\$ 49,652,657
Net Cash Flow After Rate Increase	\$ 16,286,074	\$ 18,483,791	\$ 19,890,421	\$ 18,565,406	\$ 20,159,147	\$ 21,699,056	\$ 23,617,775	\$ 24,679,446	\$ 26,647,526	\$ 28,749,337

Table 2: Fund Balance (10-Year Forecast)

	Budget		Projected							
Fund Balance	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
Operating Reserve										
Beginning Balance	\$ 2,857,290	\$ 3,023,575	\$ 3,042,695	\$ 3,136,164	\$ 3,232,547	\$ 3,331,936	\$ 3,468,337	\$ 3,540,119	\$ 3,649,112	\$ 3,761,510
Net Cash Flow After Rate Increase	16,286,074	18,483,791	19,890,421	18,565,406	20,159,147	21,699,056	23,617,775	24,679,446	26,647,526	28,749,337
less: Transfer of Surplus to Capital Fund	(24,126,945)	(18,464,671)	(19,796,952)	(18,469,023)	(20,059,757)	(21,562,655)	(23,545,994)	(26,952,148)	(26,535,128)	(28,633,424)
Ending Balance	\$ 3,023,575	\$ 3,042,695	\$ 3,136,164	\$ 3,232,547	\$ 3,331,936	\$ 3,468,337	\$ 3,540,119	\$ 3,649,112	\$ 3,761,510	\$ 3,877,422
Actual Days of O&M	90 days	90 days	90 days	90 days	90 days	90 days	90 days	90 days	90 days	90 days
Minimum Balance Requirement	\$ 3,023,575	\$ 3,042,695	\$ 3,136,164	\$ 3,232,547	\$ 3,331,936	\$ 3,468,337	\$ 3,540,119	\$ 3,649,112	\$ 3,761,510	\$ 3,877,422
Maximum Balance Requirement	\$ 3,023,575	\$ 3,042,695	\$ 3,136,164	\$ 3,232,547	\$ 3,331,936	\$ 3,468,337	\$ 3,540,119	\$ 3,649,112	\$ 3,761,510	\$ 3,877,422
Capital Reserve										
Beginning Balance	\$ 41,849,749	\$ 42,295,922	\$ 64,536,918	\$ 26,019,245	\$ 25,912,488	\$ 7,086,027	\$ 27,703,263	\$ 13,387,235	\$ 15,790,858	\$ 9,951,185
plus: System Reinvestment Funding	-	-	-	-	-	-	-	-	-	-
plus: Transfers from Operating Fund	24,126,945	18,464,671	19,796,952	18,469,023	20,059,757	21,562,655	23,545,994	26,952,148	26,535,128	28,633,424
plus: Capital Grants / Other Resources	-	-	-	-	-	-	-	-	-	-
plus: SCF Revenue	309,868	310,663	312,593	314,496	316,376	318,234	320,057	321,835	323,545	325,186
plus: Plant Investment Revenue	156,096	156,497	157,469	158,428	159,375	160,311	161,229	162,125	162,986	163,813
plus: Revenue Bond Proceeds	-	-	-	-	-	-	-	-	-	-
plus: SRF Loan Proceeds	-	39,000,000	-	-	-	32,218,697	-	-	-	-
plus: Other Loans 2 Proceeds	-	-	-	-	-	-	-	-	-	-
plus: Other Loans 3 Proceeds	-	-	-	-	-	-	-	-	-	-
plus: Interest Earnings	732,371	422,959	645,369	260,192	259,125	70,860	277,033	133,872	157,909	99,512
Total Funding Sources	\$ 67,175,029	\$ 100,650,712	\$ 85,449,301	\$ 45,221,383	\$ 46,707,121	\$ 61,416,784	\$ 52,007,576	\$ 40,957,216	\$ 42,970,426	\$ 39,173,119
less: Capital Expenditures	(24,879,107)	(36,113,793)	(59,430,056)	(19,308,895)	(39,621,094)	(33,713,521)	(38,620,341)	(25,166,359)	(33,019,241)	(33,473,507)
Ending Capital Fund Balance	\$ 42,295,922	\$ 64,536,918	\$ 26,019,245	\$ 25,912,488	\$ 7,086,027	\$ 27,703,263	\$ 13,387,235	\$ 15,790,858	\$ 9,951,185	\$ 5,699,612
Minimum Target Balance	\$ 2,092,895	\$ 2,454,033	\$ 3,048,334	\$ 3,241,423	\$ 3,637,634	\$ 3,974,769	\$ 4,360,972	\$ 4,612,636	\$ 4,942,828	\$ 5,277,563
Combined Beginning Balance	\$ 44,707,039	\$ 45,319,497	\$ 67,579,613	\$ 29,155,409	\$ 29,145,035	\$ 10,417,963	\$ 31,171,601	\$ 16,927,355	\$ 19,439,969	\$ 13,712,695
Combined Ending Balance	\$ 45,319,497	\$ 67,579,613	\$ 29,155,409	\$ 29,145,035	\$ 10,417,963	\$ 31,171,601	\$ 16,927,355	\$ 19,439,969	\$ 13,712,695	\$ 9,577,035
Ending Total Days of Operating Expenditures	1,349 days	1,999 days	837 days	811 days	281 days	809 days	430 days	479 days	328 days	222 days
Combined Minimum Target Balance	5,116,470	5,496,728	6,184,497	6,473,970	6,969,570	7,443,106	7,901,091	8,261,748	8,704,338	9,154,986

Table 3: Adopted and Proposed Rate Schedule

Across-the-Board Rate Schedule	Previous 2022	Existing 2023	Adopted 2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029	Proposed 2030	Proposed 2031	Proposed 2032	Proposed 2033
Annual System-Wide Rate Increase			3.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Fixed Monthly charge by Meter Size												
3/4"	\$24.34	\$25.56	\$26.32	\$27.64	\$29.02	\$30.47	\$31.99	\$33.59	\$35.27	\$37.03	\$38.89	\$40.83
1"	\$28.95	\$30.40	\$31.31	\$32.88	\$34.52	\$36.25	\$38.06	\$39.96	\$41.96	\$44.06	\$46.26	\$48.57
1 1/2"	\$43.58	\$45.76	\$47.13	\$49.49	\$51.96	\$54.56	\$57.29	\$60.15	\$63.16	\$66.32	\$69.63	\$73.11
2"	\$65.09	\$68.34	\$70.39	\$73.91	\$77.60	\$81.49	\$85.56	\$89.84	\$94.33	\$99.05	\$104.00	\$109.20
3"	\$115.89	\$121.68	\$125.33	\$131.60	\$138.18	\$145.09	\$152.34	\$159.96	\$167.95	\$176.35	\$185.17	\$194.43
4"	\$169.98	\$178.48	\$183.84	\$193.03	\$202.68	\$212.82	\$223.46	\$234.63	\$246.36	\$258.68	\$271.62	\$285.20
6"	\$278.32	\$292.24	\$301.01	\$316.06	\$331.86	\$348.46	\$365.88	\$384.17	\$403.38	\$423.55	\$444.73	\$466.97
8"	\$369.00	\$387.45	\$399.07	\$419.02	\$439.97	\$461.97	\$485.07	\$509.33	\$534.79	\$561.53	\$589.61	\$619.09
Volume Charge: per kgal of water usage												
Non-Industrial Use	\$5.67	\$5.96	\$6.14	\$6.45	\$6.77	\$7.11	\$7.46	\$7.84	\$8.23	\$8.64	\$9.07	\$9.53
Industrial Use	\$5.67	\$5.96	\$6.14	\$6.45	\$6.77	\$7.11	\$7.46	\$7.84	\$8.23	\$8.64	\$9.07	\$9.53
Blende Sanitation District Non-Industrial Use	\$4.51	\$4.73	\$4.87	\$5.11	\$5.37	\$5.64	\$5.92	\$6.22	\$6.53	\$6.85	\$7.20	\$7.55
Blende Sanitation District Industrial Use	\$4.51	\$4.73	\$4.87	\$5.11	\$5.37	\$5.64	\$5.92	\$6.22	\$6.53	\$6.85	\$7.20	\$7.55
Septic Haulers	\$77.81	\$81.70	\$84.15	\$88.36	\$92.78	\$97.41	\$102.28	\$107.40	\$112.77	\$118.41	\$124.33	\$130.54
Excessive Strength Surcharge (\$ / lb)												
BOD ⁽¹⁾	\$0.38	\$0.38	\$0.38	\$0.40	\$0.42	\$0.44	\$0.46	\$0.48	\$0.51	\$0.53	\$0.56	\$0.59
TSS ⁽²⁾	\$0.19	\$0.19	\$0.19	\$0.20	\$0.21	\$0.22	\$0.23	\$0.24	\$0.25	\$0.27	\$0.28	\$0.29
Monitoring Charge (\$ / bill)												
All Excessive Strength Customers	\$389.95	\$409.45	\$421.73	\$442.82	\$464.96	\$488.21	\$512.62	\$538.25	\$565.16	\$593.42	\$623.09	\$654.24

(1) Applicable to strength concentrations in excess of 225 milligrams per liter of Biological Oxygen Demand (BOD)

(2) Applicable to strength concentrations in excess of 200 milligrams per liter of Total Suspended Solids (TSS)



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 10, 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 EASEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A LIMITED ACCESS ROADWAY, FENCING, TRAIL, TRAILHEAD, DRAINAGE, AND OTHER ASSOCIATED IMPROVEMENTS WITHIN THE HONOR FARM PARK AND OPEN SPACE, AND APPROVING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE CITY

SUMMARY:

This Ordinance approves an Intergovernmental Agreement between the City of Pueblo and Pueblo County relating to the construction, operation, and maintenance of a limited access roadway ("Medal of Honor Boulevard"), fencing, trail, trailhead, drainage, and other associated improvements within the Honor Farm Park and Open Space; and approving the Mayor to execute the Easement Agreement on behalf of the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo County desires to construct a limited access roadway, fencing, trail and trailhead, drainage, and other associated improvements to connect the intersection of Pueblo Boulevard (Colorado State Highway 45) and W. 24th Street on the eastern end to the intersection of Joe Martinez Boulevard and Purcell Boulevard in Pueblo West at the western end. While a portion of the roadway (the easternmost 3/4 mile) will be located within City limits, approximately 2.7 miles of the new roadway will be built on City-owned property located in unincorporated Pueblo County. Development in this area, commonly referred to as the Honor Farm Park and Open Space, is guided by a master plan which includes provisions for the construction of a roadway like the one

contemplated by the County.

The proposed agreement approved by this Ordinance grants an easement to Pueblo County and codifies the terms and conditions relating to the construction, operation, and maintenance of the new roadway and associated improvements located within the Honor Farm area.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

City staff across multiple departments have collaborated with County staff to develop and negotiate terms and conditions for the proposed agreement.

ALTERNATIVES:

Failure to approve this Ordinance will preclude the City from granting the proposed easement.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. County Resolution 24-119 Approving City Honor Farm Easement
2. Signed Honor Farm Easement Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A LIMITED ACCESS ROADWAY, FENCING, TRAIL, TRAILHEAD, DRAINAGE, AND OTHER ASSOCIATED IMPROVEMENTS WITHIN THE HONOR FARM PARK AND OPEN SPACE, AND APPROVING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE CITY

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

SECTION 1.

The Easement Agreement ("Agreement") between the City of Pueblo ("City"), a Colorado Municipal Corporation, and Pueblo County, a political subdivision of the State of Colorado, relating to the construction, operation, and maintenance of a limited access roadway, fencing, trail, trailhead, drainage, and other associated improvements within the Honor Farm Park and Open Space, 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 in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers of the City of Pueblo are authorized to perform any and all acts consistent with this Ordinance and IGA 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 May 28, 2024.

Final adoption of Ordinance by City Council on June 10, 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

RESOLUTION NO. 24- 119

**THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO**

**APPROVING THE EASEMENT AGREEMENT BETWEEN PUEBLO COUNTY AND
THE CITY OF PUEBLO FOR THE LOCATION, CONSTRUCTION, AND OPERATION
OF A NEW PUBLIC ROADWAY TO BE KNOWN AS MEDAL OF HONOR
BOULEVARD**

WHEREAS Pueblo County has for the past three years been engaged in the planning and development of a significant community-wide development project. The Project has two key features; 1) the location, design, and construction of a new Pueblo County Detention Facility to be operated by the Pueblo County Sheriff's Department and to serve the entire community of the City of Pueblo and the County of Pueblo, and 2) the layout, design, and construction of a major new arterial roadway extending from Pueblo Blvd. at its intersection at 24th St., west for approximately 3.5 miles to intersect with Purcell Blvd. in Pueblo West; and

WHEREAS the City of ("City") is the owner of an approximately 2500-acre parcel of real property known as the Honor Farm Park and Open Space Property ("Park Property"). The Park Property is subject to terms and obligations set forth in a Deed of Conservation Easement dated July 2, 2001 which requires that the property be maintained primarily as open space and wildlife habitat, but which also contemplates and permits various recreational uses. The Conservation Easement also contemplated from the outset and listed as a permitted use, the extension of a main arterial road connecting the City of Pueblo with Pueblo West; and

WHEREAS Pueblo County has completed the design and is ready to commence the construction of the new road to be known as Medal of Honor ("MOH") Boulevard. Which will include an adjacent multi-modal trail, trailhead, parking area, and several storm water drainage appurtenances; and

WHEREAS MOH Blvd. will traverse the Park Property from its eastern edge westerly to Purcell Blvd. Pueblo County has requested an easement of one hundred sixty feet in width and approximately three miles in length from the City of Pueblo for the new public road; and

WHEREAS professional staff and consultants from Pueblo County and the City ("Parties") have met and conferred over the last one- and one-half years to discuss the layout and design of the new road and numerous related conditions and requirements associated with the easement request; and

WHEREAS the Parties, in conjunction with their respective legal counsel, have prepared, reviewed, and revised an Easement Agreement which would grant the required easement to Pueblo County subject to a number of terms and conditions; and

WHEREAS the respective staffs and legal counsels have agreed upon a written Easement Agreement and have further agreed to present the same to their respective governing bodies for consideration and approval; and

RESOLUTION NO. 24- 119 (CONTINUED)

WHEREAS the office of the Pueblo County Attorney has reviewed the proposed Easement Agreement and the favorable recommendations of Pueblo County professional staff and consultants and now recommends the Easement Agreement for approval by the Pueblo County Board of County Commissioners ("Board"); and

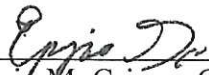
WHEREAS the Board has considered the Easement Agreement and the recommendations of its legal counsel, professional staff, and consultants.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Pueblo County that the Easement Agreement granting an interest in the land needed for the new public roadway and setting forth all of the terms and conditions required of Pueblo County is hereby approved and the Chair of the Board of County Commissioners is authorized to execute the easement Agreement; and

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is further authorized to execute all such further documents and instruments necessary to conclude and close on the grant of the Easement Agreement to Pueblo County.

PASSED AND ADOPTED this 21st day of May 2024, in Pueblo County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO**

By: 
Epimenio M. Griego, Chair

ATTEST:

By: 
Candace Rivera, County Clerk

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into on the last date signed below and is by and between Pueblo County, a political subdivision of the State of Colorado, ("County") and the City of Pueblo, a Colorado municipal corporation, ("City") (collectively, the "Parties"). The Effective Date of this Agreement shall be determined in accordance with the provisions of Section 11 below.

R E C I T A L S

A. City is the Owner of certain real property located within Pueblo County known as the Honor Farm Park and Open Space Property which will hereinafter be referred to as the "Park Property";

B. The Park Property is subject to the terms, conditions, provisions, agreements, and obligations contained in that certain Deed of Conservation Easement, Honor Farm Open Space & Park Parcels, City of Pueblo recorded on July 2nd, 2001 at Reception No 1390542 in the records of the Pueblo County Clerk and Recorder ("Conservation Easement"), a true copy of which is attached hereto as Exhibit D;

C. County desires to construct a main arterial road, including certain trail and drainage appurtenances, through the Park Property to provide and gain access to and from the Pueblo West Metropolitan District and from and to Pueblo Boulevard;

D. Subject to the terms and conditions set forth herein, City is willing to grant to County a permanent easement across the Park Property for the purposes of the construction, maintenance, and operation of said main arterial road, an adjacent multi-modal trail, fencing, a Trailhead and parking lot, and four (4) drainage detention ponds necessary to detain stormwater flows from the road.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the terms, conditions and covenants set forth herein, the Parties agree as follows:

1. There are four (4) exhibits to this Agreement.
 - a. **Exhibit A**, a true and accurate copy of which is attached hereto and incorporated herein by this reference as though fully set forth, contains a legal description of six (6) separate but contiguous areas of land which taken together comprise the easement area being granted by City to County. The easement areas described are a part of the Park Property. The first area described is commonly referred to as "Right of Way (ROW) 4" and is for the road and trail. The second area described is commonly referred to as "PE-1" and is for a trail head and parking lot immediately adjacent to and contiguous with the road. The third through the sixth areas described are commonly referred to as "PE-6A", "PE-9", "PE-9A", "PE-9D" and are for four (4) drainage detention ponds also

adjacent to and immediately contiguous with the road.

- b. **Exhibit B**, a true and accurate copy of which is attached hereto and incorporated herein by this reference as though fully set forth, is a series of surveys prepared by Clark Land Surveying, Inc. and , consists of thirteen (13) sheets. **Exhibit B** contains a depiction of the entire road, including that portion which extends through the City's Park Property, as it extends West from Pueblo Blvd. to Purcell Blvd. in Pueblo West. It also contains a depiction of the Trailhead area and each of the four (4) drainage detention ponds on the Park Property. **Exhibit B** also sets forth twenty-nine (29) surveyor's notes. Surveyor Notes numbered 9 through 29 were taken from the title commitments issued by Fidelity National Title Insurance Company on all the lands, including the Park Property, through which the road will extend.
- c. **Exhibit C**, a true and accurate copy of which is attached hereto and incorporated herein by this reference as though fully set forth, consists of three (3) sheets titled "WIRE FENCES AND GATES (CDOT STD. M-607-1)" and includes standard drawings and specifications for the installation of fences issued by the Colorado Department of Transportation Project Development Branch and dated July 31, 2019. These standards shall apply to any fences County erects pursuant to the terms and conditions of this Agreement.
- d. Exhibit D is a true and accurate copy of the Deed of Conservation Easement, Honor Farm Open Space & Park Parcels, City of Pueblo recorded on July 2nd, 2001 at Reception No 1390542 in the records of the Pueblo County Clerk and Recorder.

2. City grants a 160-foot-wide permanent easement to the County for the perpetual use of the public and solely for the purposes of construction, reconstruction, installation, operation, patrolling, maintenance, repair, alteration, rehabilitation, removal, or replacement of a main arterial road, fencing, stormwater facilities, multi-modal trail, and other associated roadway improvements to gain vehicular and pedestrian access between the Pueblo West Metropolitan District and Pueblo Boulevard (collectively, the "Limited Access Roadway") and through the Park Property situated in the County of Pueblo, State of Colorado, and more particularly described as follows:

*As described in **Exhibit A** attached hereto and commonly referred to as "Right of Way (ROW) 4". The area described is depicted on sheets 6 through 11 of **Exhibit B***

City further grants permanent easements to the County for the perpetual use of the public and solely for the purposes of construction, re-construction, installation, operation, maintenance, repair, alteration, fencing, rehabilitation or replacement of a Trailhead and parking lot to serve the multi-modal trail and for four (4) drainage detention ponds, all of which are on the Park Property situated in the County of Pueblo, State of Colorado and more particularly described as follows:

*As described in **Exhibit A** attached hereto and commonly referred to as “PE-1 (Trailhead and parking lot)” and “PE-6A, 9, 9A, and 9D (Detention Ponds)”.* The areas described are depicted on sheets 6 through 11 of **Exhibit B**.

City further grants temporary construction easements to the County on areas immediately adjacent to the permanent easements set forth above solely for the limited purpose of facilitating construction of the Limited Access Roadway, fencing, the trail, the Trailhead and parking lot, and Detention Ponds. County shall use its best efforts in good faith to use the areas of the permanent easement wherever possible to facilitate its construction of the road, fencing, the trail, the Trailhead and parking lot, and the Detention Ponds and, only if necessary, shall use such additional areas outside of the permanent easements to facilitate construction. Any such additional areas shall be immediately adjacent to and contiguous with the permanent easement areas. Immediately upon the completion of construction on the permanent easements, any such additional areas used to facilitate construction shall be restored by the County at its sole cost and expense to the same or a better condition that existed prior to the commencement of construction.

3. City reserves ownership of and all rights to oil, gas, and minerals on and under said Easement Property and the right to use and occupy the Easement Property for any purpose consistent with the right and privilege above granted and which will not unreasonably interfere with or endanger Grantee’s use thereof, including but not limited to, the right of City to keep, maintain or place underground utilities including but not limited to water lines in or through the easements described herein and to access the Limited Access Roadway at locations consistent with, and which will provide vehicle and pedestrian access to, uses including recreational uses contemplated by the Honor Farm Park and Open Space Master Plan (Ordinance No. 7678), as same may be amended (herein collectively the “Access Points”). It is expressly acknowledged that the easements granted herein to the County are solely for the Limited Access Roadway, trail, Trailhead and parking lot, and detention ponds, and does not include underground utilities other than stormwater utilities necessary for proper use and operation of the Roadway and telecommunications facilities to the extent same are made available to City pursuant to the parties April 7, 2014 Information Technology Cooperation Agreement, as same may be amended.

4. County agrees to allow City, at City’s sole and separate expense, to construct Access Points within the Easement Area and to facilitate and work with City in good faith with respect to any necessary changes to the Limited Access Roadway which may be occasioned or necessitated by any Access Point. County shall be required to install and maintain fencing and, where required, gates, along the length of both sides of the Easement Area. Gates and fencing shall be constructed in accordance with the standard details and specifications for a Combination Wire Fence with Metal Posts or a Combination Fence with Wooden Posts as shown in **Exhibit C**. Variances from these standards may be granted subject to approval of the City’s Director of Public Works and Director of Parks and Recreation.

5. The rights granted under this Easement Agreement are subordinate to all reservations and restrictions of record upon the Park Property, including but not limited to the Conservation Easement. Construction of that portion of the Limited Access Roadway that runs through the Park Property shall not commence until the County in coordination with the City has

submitted notice to the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Colorado Division of Parks and Outdoor Recreation (herein the "State") pursuant to Sections 6 and 21 of the Conservation Easement and received any required approval by the State pursuant to the Conservation Easement. As the same may pertain to the Limited Access Roadway and any actions taken by County pursuant to this Easement Agreement, County is delegated, and shall perform and/or satisfy and comply with, any obligation of City which may arise under the express terms of the Conservation Easement including but not limited to the obligation to keep the Park Property free of any liens arising out of any work performed for, material furnished to or obligations incurred by, County. County shall be liable and responsible to City for any and all claims, expenses, liabilities, damages or actions arising out of County's failure to perform and/or satisfy and comply with any such obligations.

6. It is expressly acknowledged and agreed that City shall have no obligations nor liability with respect to the Limited Access Roadway including but not limited to its construction, reconstruction, installation, operation, patrolling, maintenance, repair, alteration, rehabilitation, removal, or replacement, and County assumes all such obligations and liabilities. In addition, County expressly assumes full liability and responsibility for all injuries and property damage occurring to City, its agents, employees, invitees, contractors, successors and assignees, arising from the construction, operation, maintenance or use of the Limited Access Roadway and use of said easement for the purposes aforesaid. To the extent permitted by law, County agrees to hold harmless, indemnify and defend City from all liability and expense on account of any and all claims, expenses, liabilities, damages to property or injury to or death of persons, or actions arising from or out of the construction, reconstruction, installation, operation, patrolling, maintenance, repair, alteration, rehabilitation, removal, or replacement of the Limited Access Roadway by County or its employees, agents or contractors. In connection with the performance of any such work within the easements as described above, County shall exercise due care to protect City's facilities, if any, including but not limited to water lines in or adjacent to the easements from damage; and County shall be liable to City for all losses and damages sustained by City arising from the performance of any of said work.

7. County acknowledges and agrees that in no event will it locate, erect or cause to be located or erected any building, mobile trailer unit, or other structures upon the Easement Property except for temporary structures utilized during the Limited Access Roadway construction and those structures which have been approved by the State and those which are set forth in the Intergovernmental Agreement, dated February 28, 2022, between the City, County, Pueblo Urban Renewal Authority, Board of Water Works, and the Pueblo West Metropolitan District relating to the construction of a new Pueblo County Detention Facility and the construction of an adjacent new arterial roadway. City shall, in addition, have all other rights available to it under law or equity, and have the right to remove any such building or structure which has not been approved as set forth herein at County's expense.

8. CITY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF TITLE AND WARRANTIES AS TO FITNESS OR USE OF THE EASEMENT PROPERTY. THE RIGHTS GRANTED HEREIN IN THE EASEMENT PROPERTY ARE CONVEYED "AS IS", WITH ALL FAULTS AND SUBJECT TO EXISTING PHYSICAL, ENVIRONMENTAL AND OTHER CONDITIONS INCLUDING BUT NOT LIMITED TO THE PROVISIONS OF THE

CONSERVATION EASEMENT, AND THE EASEMENT AGREEMENT WITH COLORADO SPRINGS UTILITIES (RECEPTION NO. 1896813).

9. County shall not construct any portion of the Limited Access Roadway which crosses or infringes upon the easement rights of Colorado Springs Utilities, an enterprise of the City of Colorado Springs ("CSU"), without written consent of CSU, a copy of which will be delivered to City prior to construction of the Limited Access Roadway on the Park Property.

10. County shall not construct any portion of the Limited Access Roadway which crosses or infringes upon the easement rights of The United States Bureau of Reclamation ("BOR"), without the written consent of the BOR, a copy of which will be delivered to City prior to construction of the Limited Access Roadway on the Park Property.

11. If at any time, the City or any City utility, utility franchise partner, telecommunications or broadband license holder, or other City permittee, including but not limited to the Board of Water Works, needs to install utilities or telecommunications infrastructure within the Limited Access Roadway, notice with construction and traffic control plans shall be given to County at least thirty days prior to any excavation. Such installations shall be made at the expense of the City and/or any City utility, utility franchise partner, telecommunications or broadband license holder, or other City permittee. County permitting and permitting costs if applicable shall be waived upon request of the City.

This Easement Agreement shall be executed upon approval by the respecting governing bodies of the City and the County but shall not be recorded and shall not become effective until seventy (70) days after the County in coordination with the City has submitted notice to the State pursuant to Sections 20 and 21 of the Conservation Easement ("Effective Date").

In event County fails to obtain approval of the State to construct the Limited Access Roadway under the Conservation Easement and to commence construction of the Limited Access Roadway within a period of five (5) years after the Effective Date, this Easement Agreement and all rights, privileges and interests granted herein shall terminate.

The rights, conditions and provisions of this Easement Agreement and the easement granted hereunder shall run with the land and shall inure to the benefit of and be binding upon City and County and their respective successors and assigns.

12. Miscellaneous Provisions.

(a) Notices. All notices and other communications that are required or permitted to be given to the Parties under this Easement Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice through U.S. Mail shall be effective three (3) days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

If to Pueblo:	Mayor City of Pueblo 1 City Hall Place, 2nd Floor Pueblo, Colorado 81003
with a copy to:	City Attorney City of Pueblo 1 City Hall Place, 3rd Floor Pueblo, Colorado 81003
additional copy to:	Director of Public Works City of Pueblo 211 E. D Street Pueblo, Colorado, 81003
If to County:	Chair, Board of County Commissioners 215 W. 10 th St. Pueblo, CO 81003
with a copy to:	Pueblo County Attorney 215 W. 10 th St. Pueblo, CO 81003

or to such address as such Party may have given to the other by notice pursuant to this paragraph.

(b) Assignment. This Easement Agreement may not be assigned by County without the prior written consent of the City. Any attempted assignment in violation of this provision shall be void.

(c) Attorney's Fees and Costs of Collections. In the event that it becomes necessary for either party to bring any action or proceeding to enforce any provision of this Easement Agreement, to recover damages for a defaulting party's breach of this Easement Agreement, or to seek specific performance of this Easement Agreement, the prevailing party shall be entitled to collect its reasonable attorney's fees and costs of suit in such action or proceeding.

(d) Integrations, Severability and Amendment. This Easement Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Easement Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Easement Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Easement Agreement shall continue in full force and effect.

(e) Governing Law and Venue. This Easement Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Easement Agreement or for the enforcement of this Easement Agreement shall be in a state court with jurisdiction

located in Pueblo County, Colorado.

(f) Waiver. The failure of either of the Parties to insist upon the strict performance of any provisions of this Easement Agreement or to exercise any right, power, or remedy upon a breach thereof shall not constitute a waiver of that or any other provision of this Easement Agreement or limit that Party's right thereafter to enforce any provision or exercise any right. Notwithstanding any other provision of this Easement Agreement, nothing herein is intended, nor shall it be construed or interpreted to create or extend any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of Federal or State law, including, but not limited to, the provisions of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.*

(g) Counterparts. This Easement Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

(h) Parties Bound by Agreement. This Easement Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Easement Agreement except as otherwise expressly authorized herein.

(i) Authorizations. The governing bodies of each of the Parties have authorized the execution of this Easement Agreement by resolution or ordinance.

(j) No Third Party Beneficiaries. This Easement Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.

(k) Effect of Invalidity. If any portion of this Easement Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).

*****SIGNATURE PAGE FOLLOWS*****

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first written above.

ATTEST:

PUEBLO COUNTY, COLORADO

Candace River
Clerk to the Board

By: Espinoza
Chair, Board of County Commissioners

Date: 5/21/24

APPROVED AS TO FORM:

Cynthia Mitchell
County Attorney

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

City Clerk

By: _____
Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
ROW-4

January 19, 2023

A portion of the parcels as described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, of the Official Public Records of Pueblo County Colorado, and a portion of the parcel as described in Personal Representative's Deed, recorded December 17, 2015, as Reception No. 2024227, of the Official Public Records of Pueblo County Colorado, all lying within a portion of South Half of Sections 17 and 18, a portion of the Northeast Quarter of Section 20, and a portion of the North Half of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

A strip of land, 160 feet in width, lying 80 feet on each side of the following described centerline:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado; thence along the west line of said Section 18, S00°30'52"E (Bearings are based on the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th P.M., monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, having a measured bearing and distance of N89°51'59"E, a distance of 5243.79 feet), a distance of 1038.79 feet, to the **POINT OF BEGINNING**; thence leaving said west line along the following nine (9) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, having a radius of 6437.00 feet, a central angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1404.09 feet;
4. along the arc of a curve to the right, having a radius of 3907.00 feet, a central angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1241.22 feet;
6. S89°59'05"E, a distance of 465.86 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, having a radius of 9000.00 feet, a central angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13"E, a distance of 3904.93 feet,

to a point on the north line of the South Half of said Section 21, from whence the East Quarter Corner of said Section 21, monumented by a 3-1/2" brass cap BLM monument, properly marked, flush with grade, bears N89°24'02"E, a distance of 2365.41; said point also being the **POINT OF TERMINUS**.

Sidelines of said strip extend or shorten as necessary to intersect the lines that the **POINT OF BEGINNING** and the **POINT OF TERMINUS** are a part of.

Containing 2,312,322 Sq. Ft. or 53.084 acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT A

ROW-4

PURCELL BOULEVARD
(PUBLIC R.O.W. VARIES)
(REC. NO. 1834163)

PURCELL BOULEVARD
(PUBLIC R.O.W. VARIES)
(REC. NO. 1834163)

SW CORNER
SEC 18, T20S, R65W,
CHISELED "+" IN
6"x6" CONCRETE SLAB
0.2' BELOW GRADE

POC

W1/4 CORNER
SEC 18, T20S, R65W,
3-1/4" ALUMINUM CAP
"PLS 24684,"
FLUSH WITH GRADE

S00°30'52"E 2647.44' (TIE)

1608.66'
(TIE)

1038.79'
(TIE)

POB

S89°59'05"E
465.86'

$\Delta=6^{\circ}51'30''$
 $R=6437.00'$
 $L=770.51'$

REC. NO.
1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

N83°09'25"E
1404.09'

ROW-4
160' WIDE

2,312,322 SQ.FT.±
(53.084 ACRES±)

$\Delta=35^{\circ}15'06''$
 $R=3907.00'$
 $L=2403.82'$

S1/2 SEC 18,
T20S, R65W, 6TH P.M.

80'
80'

S61°35'29"E
1241.22'

E1/4 CORNER
SEC 18, T20S, R65W,
3-1/4" BRASS CAP
ILLEGIBLE MARKINGS
FLUSH WITH GRADE

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

N1/2 SEC 20,
T20S, R65W, 6TH P.M.

S1/2 SEC 17,
T20S, R65W, 6TH P.M.

S89°59'05"E
465.86'

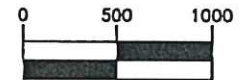
REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

S75°51'15"E
956.04'

MATCH LINE
SHEET 3



GRAPHIC SCALE



(IN FEET)

1 inch = 1000 ft.

NOTE:
This EXHIBIT does not
represent a monumented
land survey, and is only
intended to depict the
attached LEGAL DESCRIPTION.

Clark
Land Surveying, Inc.

177 S. Tiffany Dr. • Pueblo West, Co. 81007 • 719.633.8533
www.clarkls.com

Project No:
211562

Drawn: DWC
Check: SLM

Date: 1/19/2023
Sheet 2 of 3

EXHIBIT A

ROW-4

S75°51'15"E
956.04'

MATCH LINE
SHEET 2

$\Delta=15^{\circ}57'03"$
 $R=9000.00'$
 $L=2505.54'$

REC. NO.
2024227
OWNER: CITY
OF PUEBLO
A MUNICIPAL
CORPORATION

REC. NO.
1390538
OWNER: CITY
OF PUEBLO
A MUNICIPAL
CORPORATION

E1/4 CORNER
SEC 20, T20S, R65W,
3" BRASS CAP,
"PLS 33200"
FLUSH IN CONCRETE

NE 1/4 SEC 20,
T20S, R65W, 6TH P.M.

S 1/2 SEC 17,
T20S, R65W, 6TH P.M.

ROW-4
160' WIDE

2,312,322 SQ.FT.±
(53.084 ACRES±)

S59°54'13"E
3904.93'
(TIE)
2903.06'

REC. NO.
1390538
OWNER: CITY
OF PUEBLO
A MUNICIPAL
CORPORATION

S 1/2 SEC 21,
T20S, R65W, 6TH P.M.

N89°24'02"E
5268.48' (TIE)

REC. NO.
2282810
OWNER: PUEBLO
COUNTY

REC. NO.
1390538
OWNER: CITY
OF PUEBLO
A MUNICIPAL
CORPORATION

N 1/2 SEC 21,
T20S, R65W, 6TH P.M.

REC. NO.
2020434
OWNER: H M C D
INVESTMENTS LLC

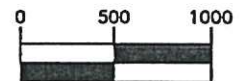
REC. NO.
2282810
OWNER: PUEBLO
COUNTY

E1/4 CORNER
SEC 21, T20S, R65W,
3-1/2" BRASS CAP,
BLM MONUMENT,
FLUSH WITH GRADE

N00°32'37"W 2627.18' (TIE)

S 1/2 SEC 16,
T20S, R65W, 6TH P.M.

GRAPHIC SCALE



(IN FEET)

1 inch =1000 ft.

PUEBLO BOULEVARD
(PUBLIC R.O.W. VARIES)
((FEDERAL AID PROJECT NO. US 0045(4))

NE CORNER
SEC 21, T20S, R65W
3-1/2" BRASS CAP,
BLM MONUMENT,
0.5' BELOW GRADE

NOTE:
This EXHIBIT does not
represent a monumented
land survey, and is only
intended to depict the
attached LEGAL DESCRIPTION.

Project No:
211562

Drawn: DWC
Check: SLM

Date: 1/19/2023
Sheet 3 of 3

Clark
Land Surveying, Inc.
177 S. Tiffany Dr. • Pueblo West, Co. 81007 • 719.633.8533
www.clarkls.com

EXHIBIT A
L-PE-1

February 21, 2024

A portion of the parcels as described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, of the Official Public Records of Pueblo County Colorado, being located in the Southwest Quarter of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, County of Pueblo, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 18; thence along the west line of said Section 18, S00°30'52"E (Bearings are based on the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th P.M., monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, having a measured bearing and distance of N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, S89°59'05"E, a distance of 465.86 feet; thence 223.93 feet along the arc of a curve to the right, whose cord bears N89°01'07"E, a distance of 223.92 feet, having a radius of 6437.00 feet, and a central angle of 01°59'36"; thence N01°58'46"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**; thence along the following four (4) courses:

1. 327.12 feet along the arc of a non-tangent curve to the left, whose cord bears N86°32'52"E, a distance of 327.08 feet, having a radius of 6357.00 feet, and a central angle of 02°56'54";
2. N03°48'24"W, a distance of 216.49 feet;
3. S87°59'31"W, a distance of 320.07 feet;
4. S01°58'46"E, a distance of 224.63 feet; to the **POINT OF BEGINNING**.

Containing 71,813 Sq Ft, 1.649 Acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

EXHIBIT A
STORM EASEMENT (PE-6A)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the south 1/2 of Section 17 and the north 1/2 of Section 20, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following nine (9) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S74°48'45"E, having a chord length of 327.24 feet, a radius of 9000.00', a delta angle of 2°05'00", a distance of 327.26 feet;
9. S16°13'45"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following twelve (12) courses:

1. along the arc of a non-tangent curve to the right, whose chord bears S73°04'43"E, having a chord length of 215.62 feet, having a radius of 8920.00 feet, a delta angle of 1°23'06", a distance of 215.62 feet;
2. S17°08'58"W, a distance of 128.57 feet;
3. N73°09'53"W, a distance of 57.41 feet;
4. S19°44'23"W, a distance of 203.40 feet;
5. S70°15'37"E, a distance of 10.00 feet;
6. S19°44'23"W, a distance of 20.00 feet;
7. N70°15'37"W, a distance of 10.00 feet;
8. S19°44'23"W, a distance of 28.13 feet;
9. N70°15'37"W, a distance of 30.00 feet;
10. N19°44'23"E, a distance of 250.01 feet;
11. N73°09'53"W, a distance of 127.44 feet;
12. N16°50'07"E, a distance of 128.90 feet, to the **POINT OF BEGINNING**.

Containing 35,526 Sq. Ft, 0.816 Acres, more or less.

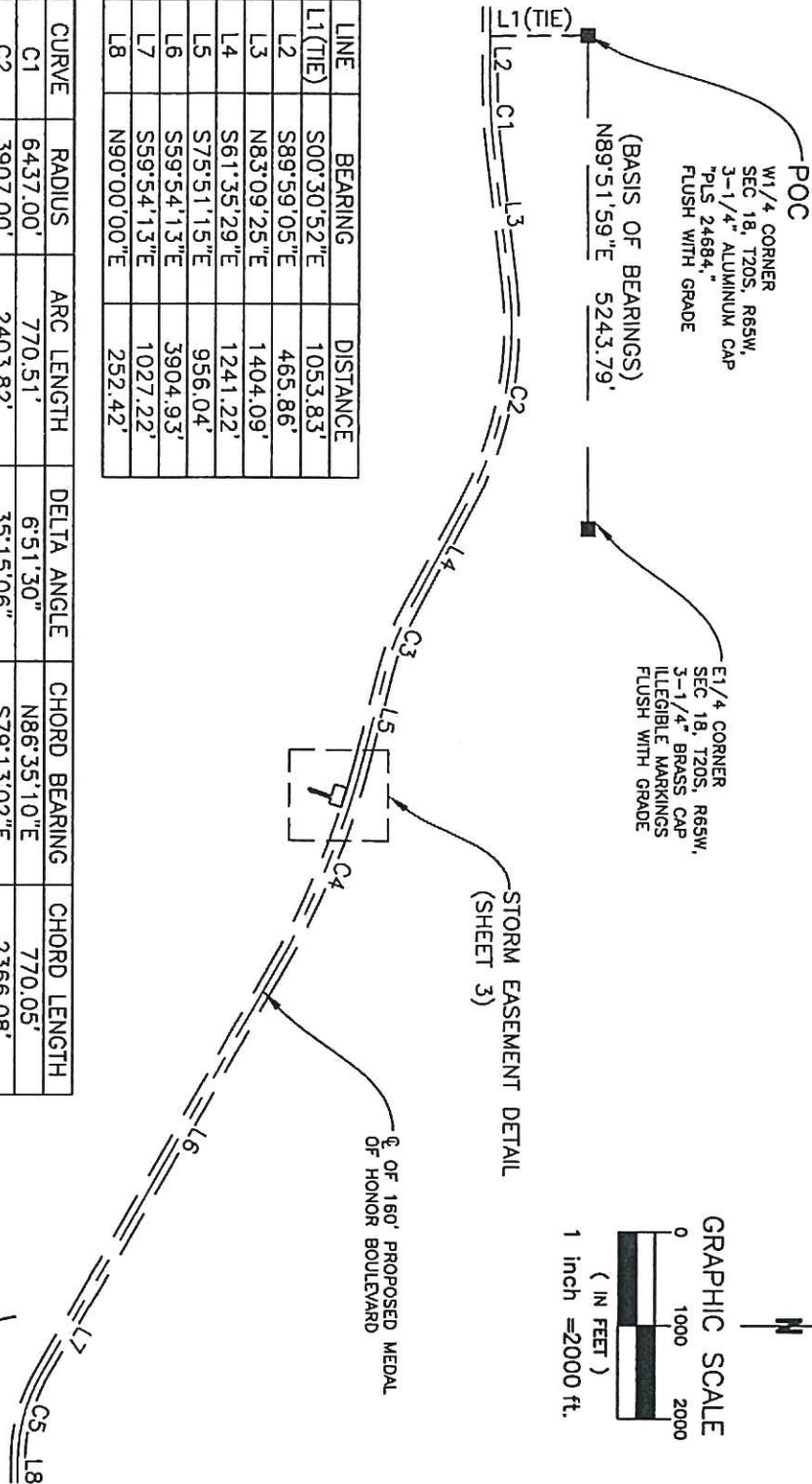
Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245



EXHIBIT A STORM EASEMENT (PE-6A)

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

LINE	BEARING	DISTANCE
L1 (TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'



NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No: 211562	Drawn: NSG	Date: 02/14/2024
	Check: SLM	Sheet 2 of 3

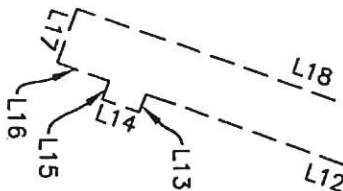
Clark
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www.clarkla.com

EXHIBIT A

STORM EASEMENT (PE-6A)

LINE	BEARING	DISTANCE
L9(TIE)	S16°13'45"W	80.00'
L10	S17°08'58"W	128.57'
L11	N73°09'53"W	57.41'
L12	S19°44'23"W	203.40'
L13	S70°15'37"E	10.00'
L14	S19°44'23"W	20.00'
L15	N70°15'37"W	10.00'
L16	S19°44'23"W	28.13'
L17	N70°15'37"W	30.00'
L18	N19°44'23"E	250.01'
L19	N73°09'53"W	127.44'
L20	N16°50'07"E	128.90'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C6	9000.00'	327.26'	2°05'00"	S74°48'45"E	327.24'
C7	8920.00'	215.62'	1°23'06"	S73°04'43"E	215.62'



REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

1/2 SEC. 20.
T20S. R6SW.
6TH P.M.

1/2 SEC. 17.
T20S. R6SW.
6TH P.M.

S75°51'15"E 956.04'

C6 (TIE)

POB

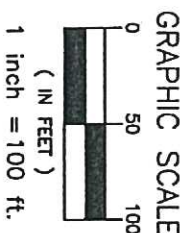
STORM EASEMENT
(PE-6A)
35,526 SQ. FT. ±
(0.816 ACRES ±)

C7

L9 (TIE)

A=15°57'03"
R=9000.00'
L=2505.54'
ChL=2497.45'
ChB=S67°52'44"E

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION



NOTE:
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represent a monumented
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attached LEGAL DESCRIPTION.

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Project No: 211562	Drawn: NSG Check: SLM	Date: 02/14/2024 Sheet 3 of 3
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EXHIBIT A
STORM EASEMENT (PE-9)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the northwest 1/4 of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following ten (10) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S67°52'44"E, having a chord length of 2497.45 feet, a radius of 9000.00', a delta angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13", a distance of 3353.49 feet;
10. N30°05'47"E, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following four (4) courses:

1. N59°54'13"W, a distance of 408.53 feet;
2. N30°05'47"E, a distance of 289.74 feet;
3. S59°54'13"E, a distance of 408.53 feet;
4. S30°05'47"W, a distance of 289.74 feet, to the **POINT OF BEGINNING**.

Containing 118,369 Sq. Ft, 2.717 Acres, more or less.

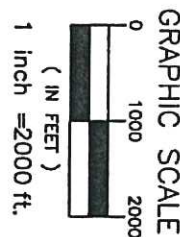
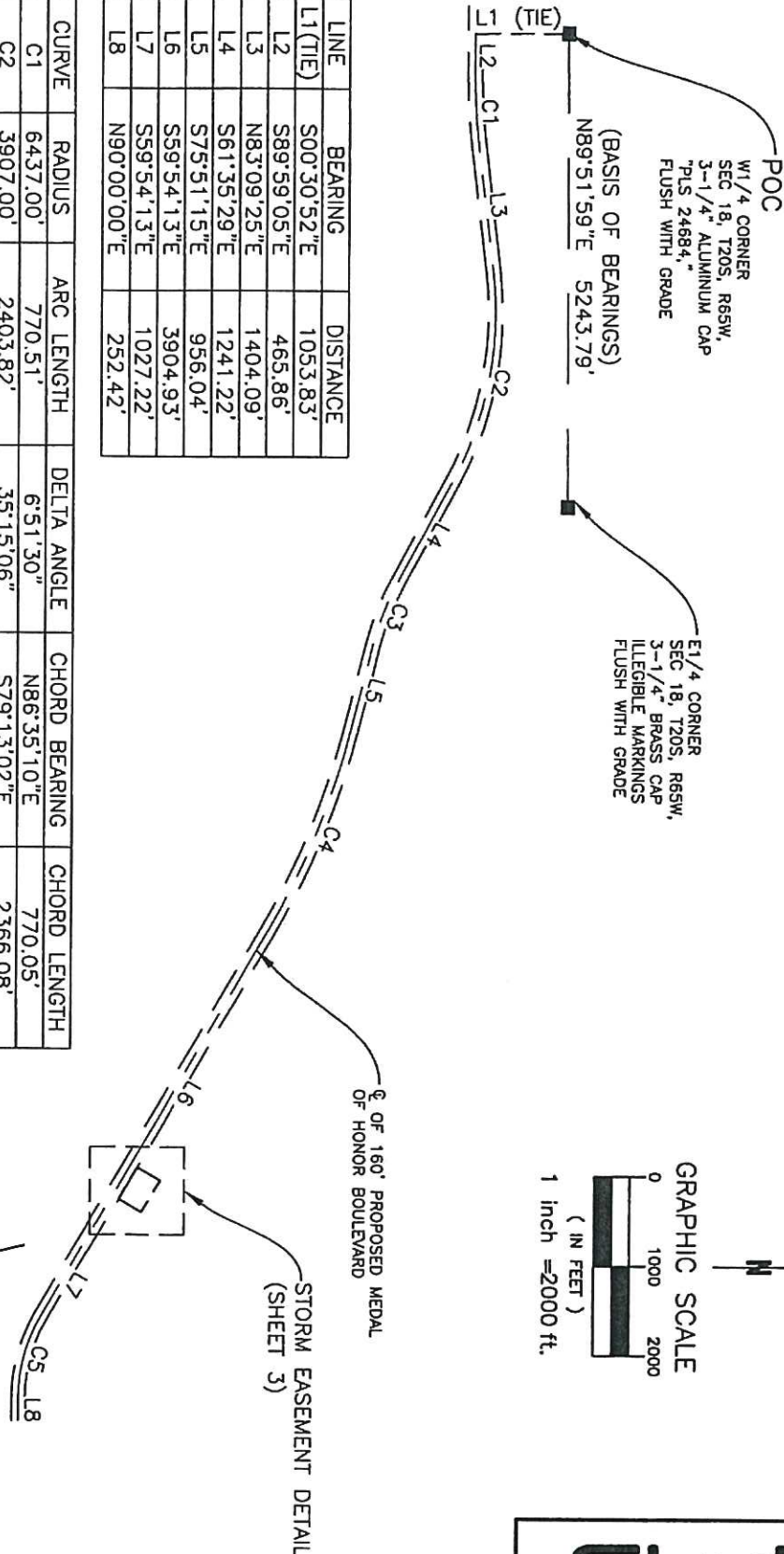
Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245



EXHIBIT A STORM EASEMENT (PE-9)

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

LINE	BEARING	DISTANCE
L1 (TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'



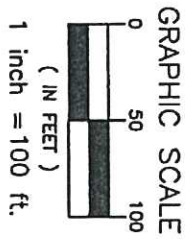
NOTE:
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Project No: 211562	Drawn: NSG	Date: 02/14/2024
	Check: SLM	Sheet 2 of 3

Clark

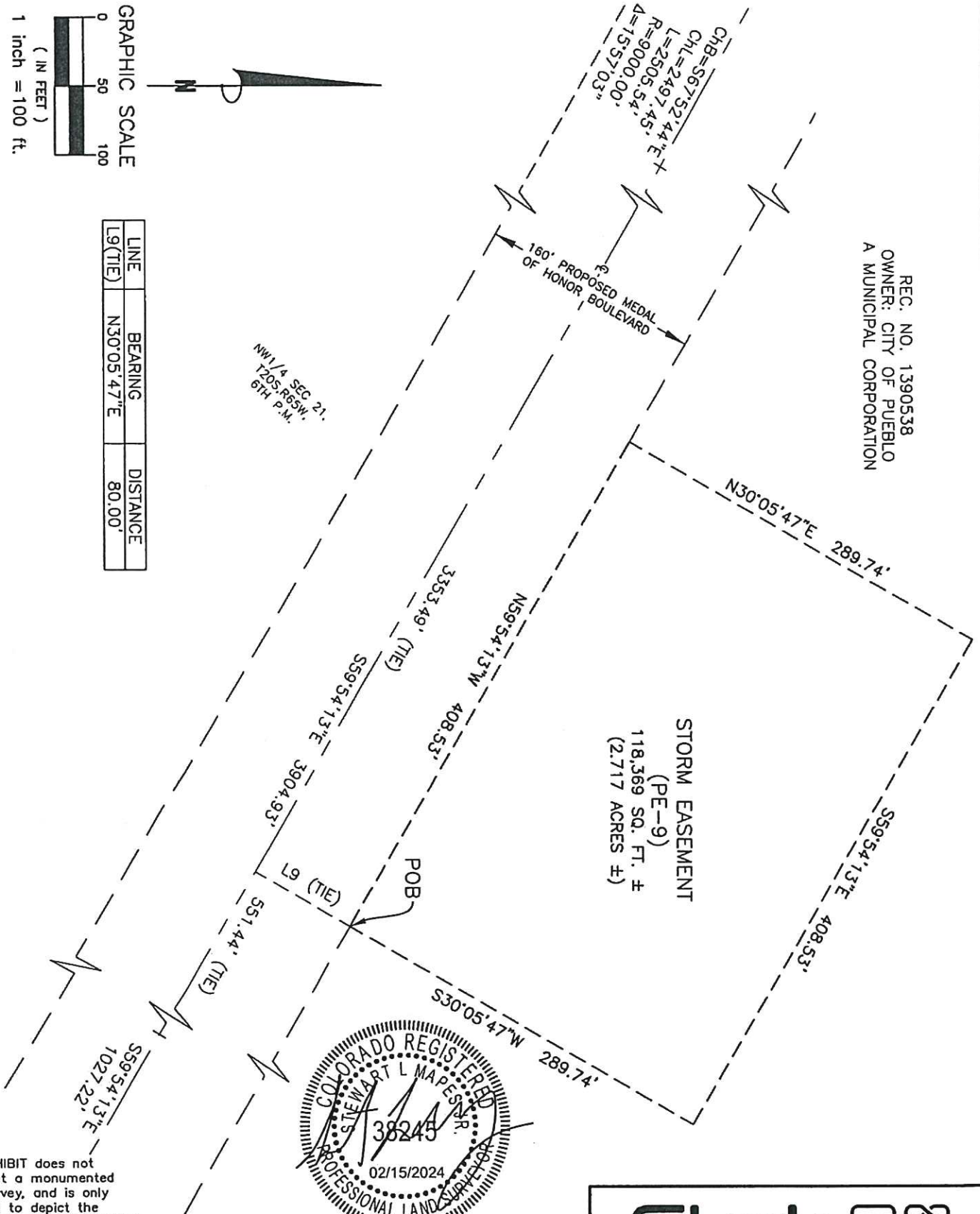
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EXHIBIT A STORM EASEMENT (PE-9)



LINE	BEARING	DISTANCE
L9(TIE)	N30°05'47"E	80.00'

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION



NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.



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Project No: 211562
Drawn: NSG
Date: 02/14/2024
Check: SLM
Sheet 3 of 3

EXHIBIT A
STORM EASEMENT (PE-9A)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the northeast 1/4 of Section 20 and the northwest 1/4 of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following ten (10) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S67°52'44"E, having a chord length of 2497.45 feet, a radius of 9000.00', a delta angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13", a distance of 254.79 feet;
10. S30°05'47"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following nine (9) courses:

1. S59°54'13"E, a distance of 437.78 feet;
2. S29°06'12"W, a distance of 127.49 feet;
3. S87°59'31"W, a distance of 35.28 feet;
4. N00°32'25"W, a distance of 22.47 feet;
5. N73°36'24"W, a distance of 58.68 feet;
6. S80°57'20"W, a distance of 94.06 feet;
7. N10°08'42"W, a distance of 66.21 feet;
8. N60°16'54"W, a distance of 227.34 feet;
9. N30°37'50"E, a distance of 151.14 feet, to the **POINT OF BEGINNING**.

Containing 67,140 Sq. Ft, 1.541 Acres, more or less.

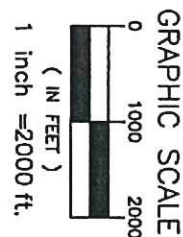
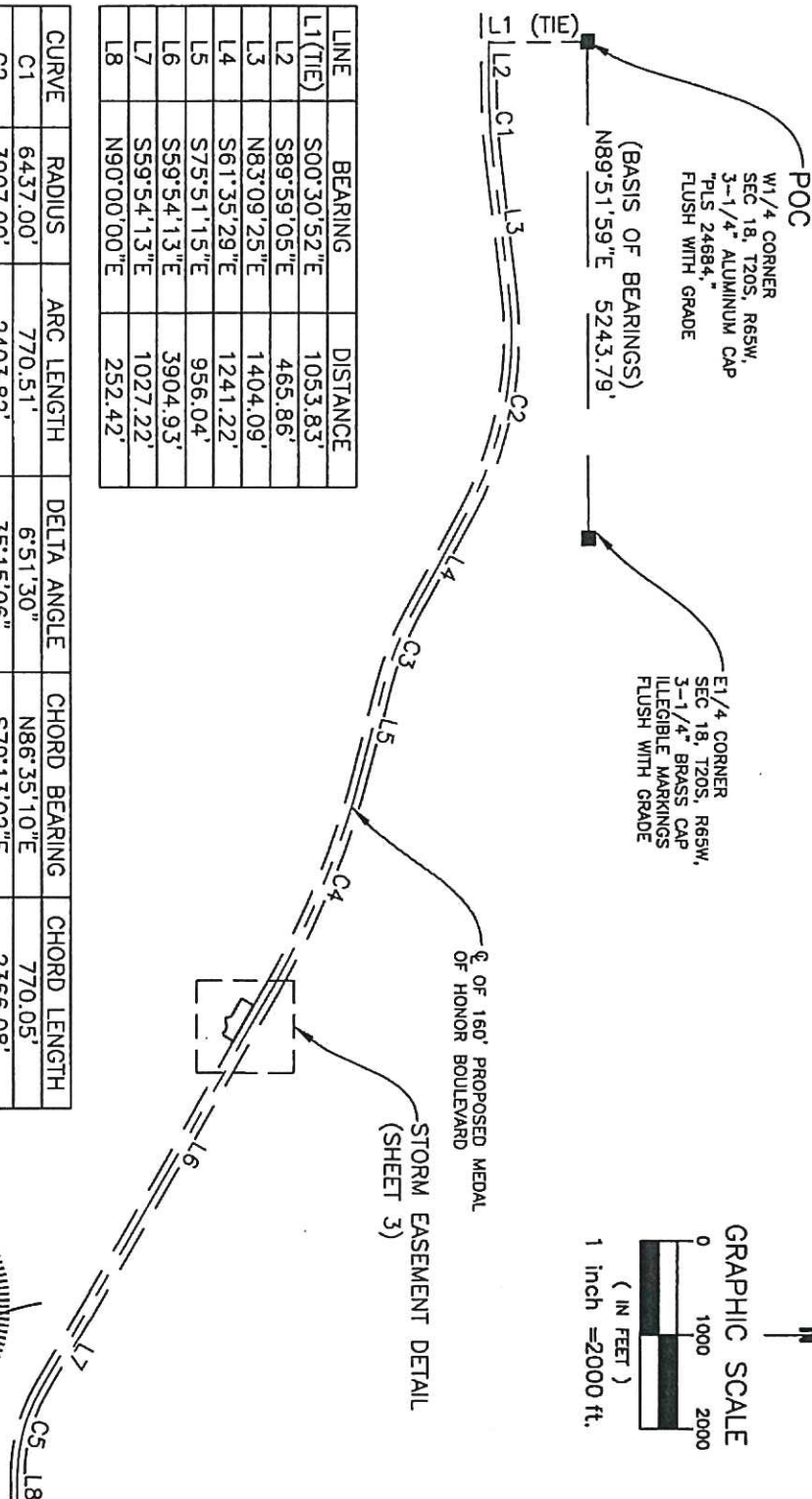
Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245



EXHIBIT A STORM EASEMENT (PE-9A)

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

LINE	BEARING	DISTANCE
L1 (TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'



NOTE:
This EXHIBIT does not
represent a monumented
land survey, and is only
intended to depict the
attached LEGAL DESCRIPTION.

Project No:
211562

Drawn: NSG
Check: SLM

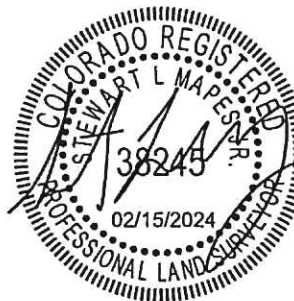
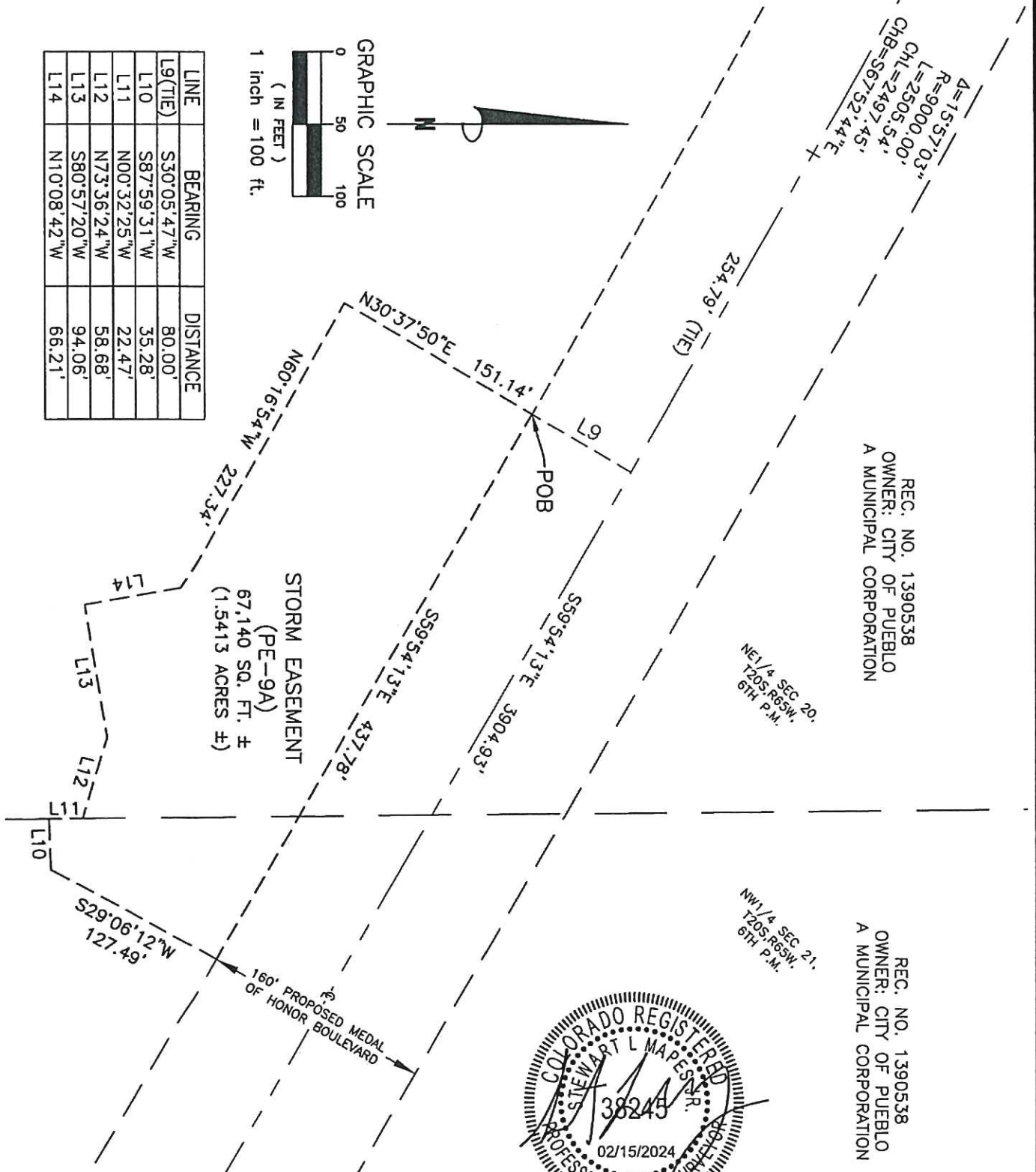
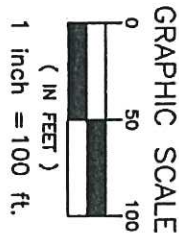
Date: 02/14/2024
Sheet 2 of 3

Clark

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EXHIBIT A STORM EASEMENT (PE-9A)

LINE	BEARING	DISTANCE
L9 (TIE)	S30°05'47"W	80.00'
L10	S87°59'31"W	35.28'
L11	N00°32'25"W	22.47'
L12	N73°36'24"W	58.68'
L13	S80°57'20"W	94.06'
L14	N10°08'42"W	66.21'



NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No: 211562	Drawn: NSG	Date: 02/14/2024
	Check: SLM	Sheet 3 of 3

Clark

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www.clarkds.com

EXHIBIT A
STORM EASEMENT (PE-9D)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the southwest 1/4, northwest 1/4, and the northeast 1/4 of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following ten (10) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S67°52'44"E, having a chord length of 2497.45 feet, a radius of 9000.00', a delta angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13", a distance of 3157.70 feet;
10. S30°05'47"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following eighteen (18) courses:

1. S59°54'13"E, a distance of 548.32 feet;
2. S30°05'47"W, a distance of 38.09 feet;
3. S89°24'02"W, a distance of 36.28 feet;
4. S00°32'06"E, a distance of 61.23 feet;
5. S30°05'47"W, a distance of 25.20 feet;
6. N59°54'13"W, a distance of 70.13 feet;
7. N30°05'47"E, a distance of 19.50 feet;
8. N59°54'13"W, a distance of 214.76 feet;

9. S30°05'47"W, a distance of 70.51 feet;
10. N59°54'13"W, a distance of 149.91 feet;
11. N30°05'47"E, a distance of 93.26 feet;
12. N54°21'32"W, a distance of 46.12 feet;
13. N34°11'34"E, a distance of 14.93 feet;
14. N59°54'11"W, a distance of 67.45 feet;
15. N30°05'49"E, a distance of 45.00 feet;
16. N59°54'11"W, a distance of 23.72 feet;
17. N75°05'47"E, a distance of 31.80 feet;
18. N30°05'47"E, a distance of 5.41 feet, to the **POINT OF BEGINNING**.

Containing 70,080 Sq. Ft, 1.610 Acres, more or less.



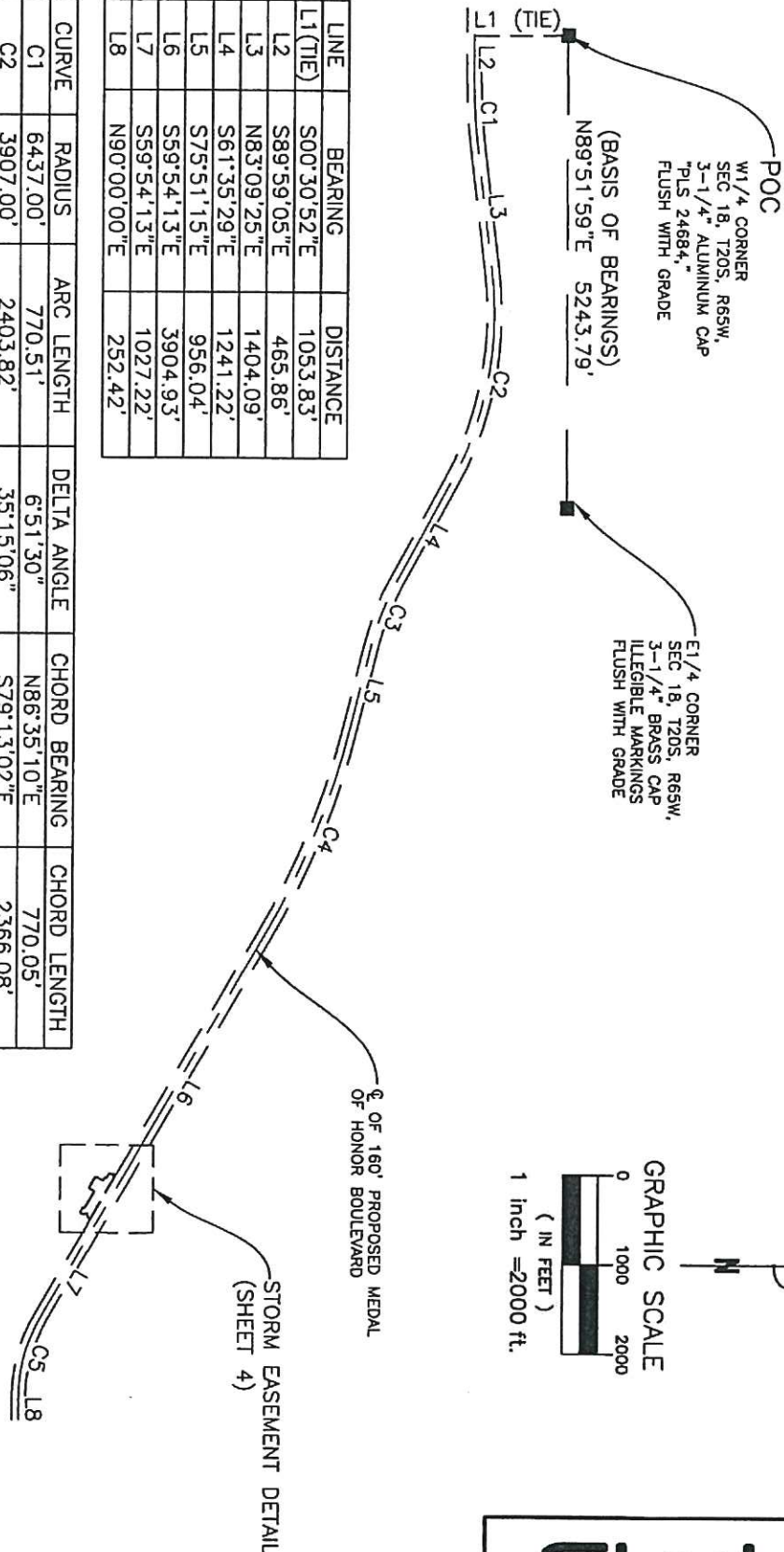
Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

EXHIBIT A

STORM EASEMENT (PE-9D)

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

LINE	BEARING	DISTANCE
L1 (TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'



NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

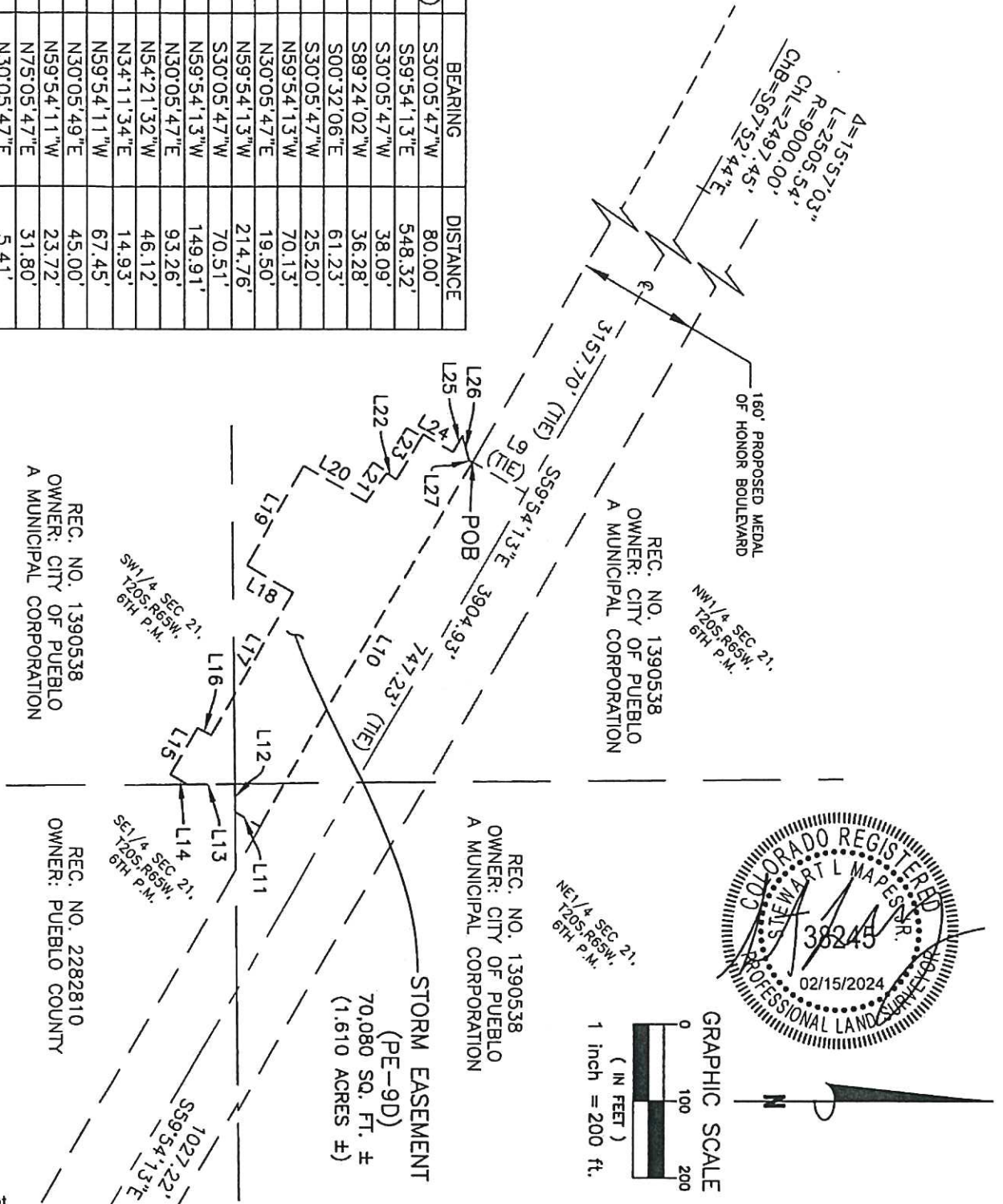
Project No: 211562	Drawn: NSG	Date: 02/14/2024
	Check: SLM	Sheet 3 of 4

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EXHIBIT A

STORM EASEMENT (PE-9D)

LINE	BEARING	DISTANCE
L9 (TIE)	S30°05'47"W	80.00'
L10	S59°54'13"E	548.32'
L11	S30°05'47"W	38.09'
L12	S89°24'02"W	36.28'
L13	S00°32'06"E	61.23'
L14	S30°05'47"W	25.20'
L15	N59°54'13"W	70.13'
L16	N30°05'47"E	19.50'
L17	N59°54'13"W	214.76'
L18	S30°05'47"W	70.51'
L19	N59°54'13"W	149.91'
L20	N30°05'47"E	93.26'
L21	N54°21'32"W	46.12'
L22	N34°11'34"E	14.93'
L23	N59°54'11"W	67.45'
L24	N30°05'49"E	45.00'
L25	N59°54'11"W	23.72'
L26	N75°05'47"E	31.80'
L27	N30°05'47"E	5.41'

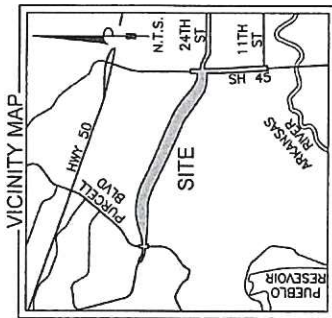


NOTE:
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Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 4 of 4

Clark

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SHEET NO:		INDEX OF SHEETS	
1-2	Title Sheet	1	1
3	Key Map	2	2
4	Tabulation	3	3
5	Control Sheet	4	4
6-12	Plan Sheets	5	5
13	Detail Sheet	6	6

SURVEYOR'S NOTES:

1. Basis of Bearings: Bearings are based on the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th P.M., monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, having a measured bearing and distance of N89°51'59"E, a distance of 5243.79 feet.
2. Basis of Elevations: Elevations are based on (NAVD 88).
3. Coordinate Datum: Survey is relative to modified Colorado State Plane Coordinate System, South Zone (0503). Combined scale factor of 1.000256091277. Scaling is based on Site Benchmark.
4. This Land Survey Control Diagram is not a boundary survey of the adjoining property and is prepared for the Pueblo County, Colorado purposes only. No determination has been made to determine if the found monuments as shown are in their proper position or if they are at the corners they are intended to monument.
5. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record. The client did not wish for easements and rights of way researched or shown. This survey does not take into consideration additional facts that an accurate and correct title search might disclose including, but not limited to, descriptions contained in deeds for adjacent properties.
6. Survey is relative to modified Colorado State Plane Coordinate System, South Zone (0503). Combined scale factor of 1.000256091277. Scaling is based on Site Benchmark.
7. Field work for this survey was completed on March 29, 2022.
8. The owner names and tax parcel data shown hereon are based upon the public records available at the original date of this survey. Current ownership and tax parcel data should be verified for accuracy.
9. Substantial snow cover existed on the site at the time of this survey. Visible improvements shown hereon are subject to these limitations.
10. Properties are subject to Reservations contained in the Patent recorded December 19, 1892 in Book 149, Page 81, blanket in nature.
11. Properties are subject to Reservations contained in the Patent recorded June 30, 1982 in Book 91, Page 84, blanket in nature.
12. Properties are subject to Reservations contained in the Patent recorded June 23, 1888 in Book 61, Page 275, blanket in nature.
13. Properties are subject to Reservations contained in the Patent recorded December 19, 1892 in Book 91, Page 322, blanket in nature.

SURVEYOR'S NOTES:

13. Properties are subject to Reservations contained in the Patent recorded December 19, 1892 in Book 91, Page 325, blanket in nature.
14. Properties are subject to Reservations contained in the Patent recorded June 15, 1982 in Book 91, Page 269, blanket in nature.
15. Properties are subject to Reservations contained in the Patent recorded February 13, 1897 in Book 183, Page 387, blanket in nature.
16. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as set forth recorded November 11, 1956 in Book 1313, Page 595, approximate location as shown hereon.
17. Properties are subject to Right-of-Way, Whether in fee or easement only granted to the United States of America recorded June 30, 1982 in Book 91, Page 84.
18. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth recorded March 27, 1972 in Book 1713, Page 85, blanket in nature.
Note: Supplemental Trust Indenture from Southern Colorado Power Company Trustees, dated November 1, 1957 and recorded December 9, 1958 in Book 1344 Page 1.
19. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Deed as set forth recorded March 25, 1979 in Book 1978, Page 447, approximate location as shown hereon.
20. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Contract and Grant of Surge Tank, Temporary Access Road, Temporary Construction, and Water Pipeline Right-of-Way Easement as set forth recorded April 23, 1979 in Book 1982, Page 22, approximate location as shown hereon.
21. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth recorded May 10, 1979 in Book 1984, Page 866, approximate location as shown hereon.
22. Properties are subject to the map of Fountain Valley Conduit recorded September 25, 1981 in Book 2087, Page 810, no description.
23. Properties are subject to the Easement, whether in fee or easement only to Pueblo West Metropolitan District, a municipal corporation recorded September 19, 1998 at Reception No. 1239581, approximate location as shown hereon.
24. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Deed of Conversation Easement Honor Farm Open Space & Park Parcels City of Pueblo as set forth recorded July 2, 2001 at reception No. 1390542, blanket in nature.

RIGHT-OF-WAY PLAN

A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562
Drawn By: DMC
Checked By: SLM
Date: 1/18/2022
Sheet 1 of 13

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after the date of its recording. In no event may any action be commenced more than ten years from the date of the certification shown hereon.



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SURVEYOR'S NOTES:

25. Properties are subject to the Easements(s) for the Purpose(s) shown below and rights incidental thereto, granted in a document recorded September 18, 2003 at Reception No. 1526546, approximate location as shown hereon.
26. Properties are subject to the effect of the inclusion of subject property within Pueblo County Conservation District as evidence by the Order Approving the Amended Official Plan for Pueblo County Conservation District as set forth recorded August 1, 2007 at Reception No. 1736292, blanket in nature.
27. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Permanent Easement Agreement as set forth recorded January 3, 2012 at Reception No. 1895184, approximate location as shown hereon.
28. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as set forth recorded January 20, 2012 at reception No. 1896813, approximate location as shown hereon.
29. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Memorandum of Solar Energy and Energy Storage Lease Agreement as set forth recorded March 28, 2022 at reception No. 2270323, blanket in nature.

SURVEYOR'S STATEMENT:

On the basis of my knowledge, information and belief, I hereby state and declare that this drawing was prepared under my direct supervision to the standard of care of surveyors practicing in the State of Colorado and that the information shown herein is true and correct to the best of my knowledge and belief.

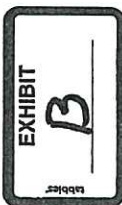
This statement is neither a warranty nor a guarantee, either expressed or implied.

Stewart L. Mages, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.



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RIGHT-OF-WAY PLAN
TITLE SHEET
A PORTION OF S13, T20S, R66W, 6TH P.M. AND
S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M.,
PUEBLO COUNTY, STATE OF COLORADO
Project No. 211562
Drawn By: DWC
Checked By: SLM
Date: 1/18/2022
Sheet 2 of 13



RIGHT OF WAY TABULATION OF PROPERTIES									
PARCEL NO.	OWNER	LOCATION	LOT/BLOCK SUBDIVISION	RECORDING INFO	AREA IN ACRES	AREA IN SQUARE FEET	REMAINDER IN ACRES		
							EAST	SOUTH	WEST
ROW-1	PUEBLO COUNTY	SW1/4, SEC. 13, T13N, R66W	LOT 28, BLOCK 5 TRACT 383 PUEBLO WEST	REC. NO. 2294587	0.381	16,594	0.932	-	-
ROW-2	PUEBLO COUNTY	SW1/4, SEC. 13, T13N, R66W	LOT 24, BLOCK 3 TRACT 341 PUEBLO WEST	REC. NO. 2284826	0.295	12,834	-	0.115	-
ROW-3	PUEBLO WEST METRO DISTRICT	SW1/4, SEC. 13, T13N, R66W	PARCEL F TRACT 341 PUEBLO WEST 50' BUFFER TRACT 383 PUEBLO WEST	REC. NO. 994620	0.244	10,611	6.568	-	2.901
ROW-4	CITY OF PUEBLO A MUNICIPAL CORPORATION	SEC. 13, T13N, R66W SEC. 17, 18, 20, 21, T13N, R65W	N/A	N/A	53.084	2,312,322	530.597	-	1289.709
ROW-5	PUEBLO COUNTY	SW1/4, SEC. 21, T13N, R65W	N/A	REC. NO. 2282810	7.657	333,536	20.708	-	41.313
L-PE-1	CITY OF PUEBLO A MUNICIPAL CORPORATION	SW1/4, SEC. 18, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	1.649	71,813	-	-	-
PE-6A	CITY OF PUEBLO A MUNICIPAL CORPORATION	SW1/2 SEC. 17, N1/2 SEC. 20, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	0.816	35,526	-	-	-
PE-9A	CITY OF PUEBLO A MUNICIPAL CORPORATION	NE1/4 SEC. 20, NW1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	1.541	67,140	-	-	-
PE-9	CITY OF PUEBLO A MUNICIPAL CORPORATION	NW1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	2.717	118,369	-	-	-
PE-9D	CITY OF PUEBLO A MUNICIPAL CORPORATION	N1/2 SEC. 21, SW1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	1.610	70,080	-	-	-
PE-11	PUEBLO COUNTY	SE1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 2282810	0.025	1,111	-	-	-

RIGHT-OF-WAY PLAN
KEY MAP & TABULATION
 A PORTION OF S13, T20S, R66W, 6TH P.M. AND
 S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M.,
 PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562

Drawn By: DMC

Checked By: SLM

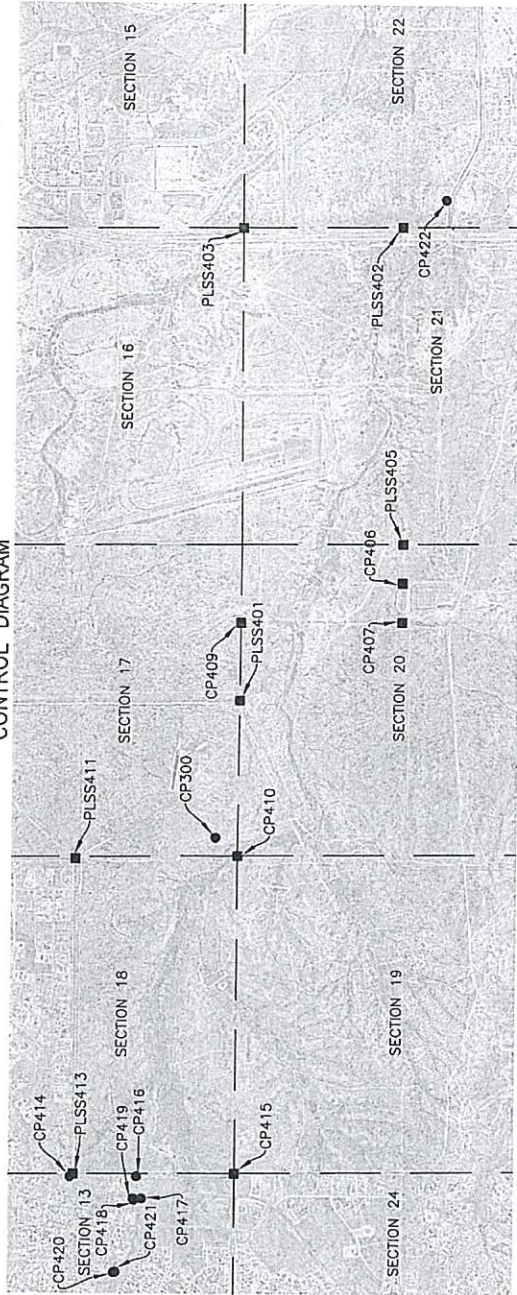
Date: 1/18/2022

Sheet 4 of 13

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CONTROL DIAGRAM



CONTROL MONUMENT COORDINATE TABLE

Point No.	Northing (usft)	Easting (usft)	Elevation (usft)	Description
PLSS401	1596373.64	3232353.39	4962.35'	2" Brass Cap Flush With Grade PLS No. 33200 S 1/4 Section of 17 and 20
PLSS413	1599031.54	3224459.78	5103.35'	3 1/4" Aluminum Cap PLS No. 24684 1/4 Section of Section 13 and 18
PLSS405	1593705.27	3234973.32	4916.32'	3" Brass Cap in Concrete PLS No. 33200 1/4 Section of 20 and 21
PLSS403	1596387.45	3240216.58	4825.21'	3 1/2" Brass Cap Corner Section of 15, 16, 21 and 22
PLSS402	1593760.38	3240241.51	4833.92'	3 1/2" Brass Cap Flush With Grade 1/4 Section of 21 and 22
PLSS411	1599043.77	3229704.77	5027.97'	3 1/4" Brass Cap 1/4 Section of 18 and 17
CP420	1598361.01	3222825.02	5138.11'	Bent No. 5 Rebar 0.2" Below Grade
CP421	1598333.91	3222833.14	5138.49'	No. 3 Rebar Flush With Grade
CP419	1598047.69	3224051.67	5116.22'	No. 3 Rebar Flush With Grade
CP418	1598027.88	3224031.47	5117.15'	No. 3 Rebar 0.5" Below Grade
CP417	1597906.56	3224052.50	5116.30'	No. 3 Rebar Flush With Grade
CP416	1597993.05	3224419.45	5109.11'	No. 3 Rebar Flush With Grade
CP414	1599081.27	3224408.93	5105.25'	No. 3 Rebar Flush With Grade
CP422	1593039.96	3240700.96	4826.50'	No. 4 Rebar
CP406	1593706.38	3234372.55	4933.15'	Ade Flush W/ Grade and Brown Alum Cap, PLS No. 33200
CP409	1596366.02	3233848.68	4941.92'	Track In Lead Plug In 6" X 6" CONC Flush With Grade
CP415	1596383.24	3224483.90	5121.54'	*+ In 6" X 6" Concrete 0.2" Below Grade
CP410	1596388.62	3229766.31	4994.08'	Aluminum Cap "Tico" 7168 In Conc Flush W/ Grade
CP407	1593708.49	3233673.62	4938.17'	Ade Flush W/ Grade, Aluminum Cap
CP300	1596738.77	32330065.24	5034.46'	No. 5 Rebar Flush With Grade

GEODETTIC COORDINATE TABLE

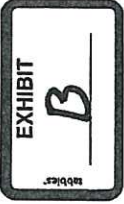
Point No.	GEODETIC COORDINATES (NAD-83)			Ellip Height (M)	Ortho Height (NAVD83)(M)	Grid Scale Factor	(NAD 83) SP ZONE (0503)		Description
	Latitude (N)	Longitude (W)	Height (M)				SP Northing (M)	SP Easting (M)	
PLSS401	38°18'06.16854"	104°41'25.15113"	1493.625	1512.527	1.000256091277	486575.659	985923.284	2" Brass Cap Flush With Grade PLS No. 33200 S 1/4 Section of 17 and 20	
PLSS413	38°18'33.10698"	104°43'03.89171"	1536.739	1555.504	1.000256091277	487385.788	982817.307	3 1/4" Aluminum Cap PLS No. 24684 1/4 Section of Section 13 and 18	
PLSS405	38°17'39.5657"	104°40'52.5795"	1479.548	1498.497	1.000256091277	485762.337	986021.839	3" Brass Cap in Concrete PLS No. 33200 1/4 Section of 20 and 21	
PLSS403	38°18'05.6199"	104°39'46.5119"	1451.702	1470.726	1.000256091277	486579.867	987619.988	3 1/2" Brass Cap Corner Section of 15, 16, 21 and 22	
PLSS402	38°17'39.6489"	104°39'46.4945"	1454.35	1473.381	1.000256091277	485779.135	987627.587	3 1/2" Brass Cap Flush With Grade 1/4 Section of 21 and 22	
PLSS411	38°18'32.7886"	104°41'58.0891"	1513.675	1532.528	1.000256091277	487389.515	984415.982	3 1/4" Brass Cap 1/4 Section of 18 and 17	

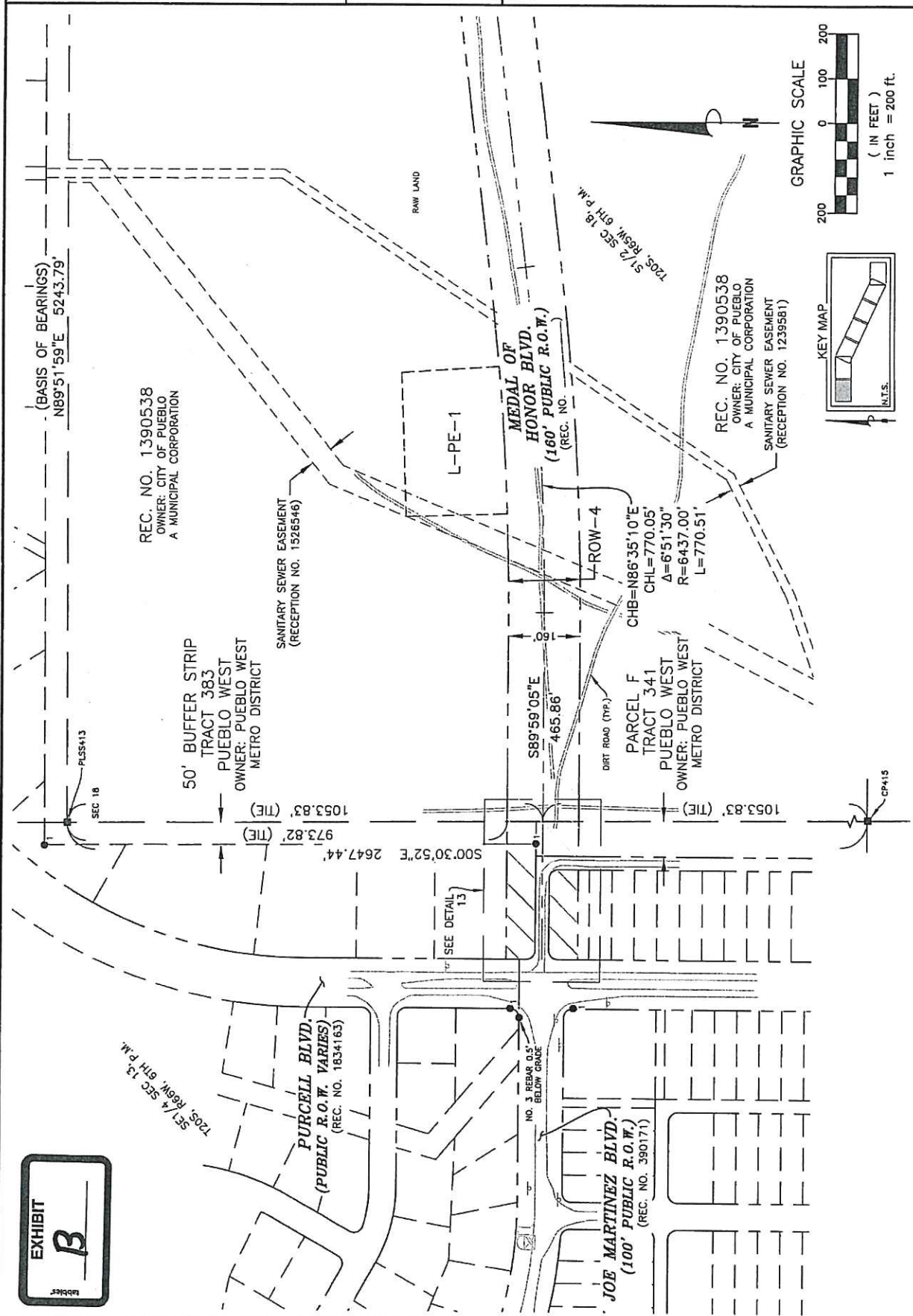
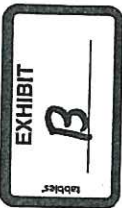
RIGHT-OF-WAY PLAN
CONTROL SHEET
A PORTION OF S13, T20S, R66W, 6TH P.M. AND
S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M.,
PUEBLO COUNTY, STATE OF COLORADO

Project 211562
Drawn By: DMC
Checked By: SLM
Date: 1/18/2022
Sheet 5 of 13

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 be based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

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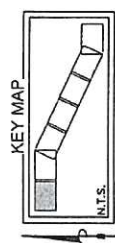
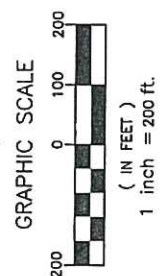




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RIGHT-OF-WAY PLAN
PLAN SHEET
A PORTION OF S13, T20S, R66W, 6TH P.M. AND
S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M.,
PUEBLO COUNTY, STATE OF COLORADO
Drawn By: DMC
Checked By: SLM
Date: 1/18/2022
Sheet 6 of 13
Project 211562



1 inch = 200 ft.

(IN FEET)

200 0 100 200

GRAPHIC SCALE

N.T.S.

KEY MAP

1 inch = 200 ft.

(IN FEET)

200 0 100 200

GRAPHIC SCALE

N.T.S.

KEY MAP

1 inch = 200 ft.

(IN FEET)

200 0 100 200

GRAPHIC SCALE

N.T.S.

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1 inch = 200 ft.

(IN FEET)

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1 inch = 200 ft.

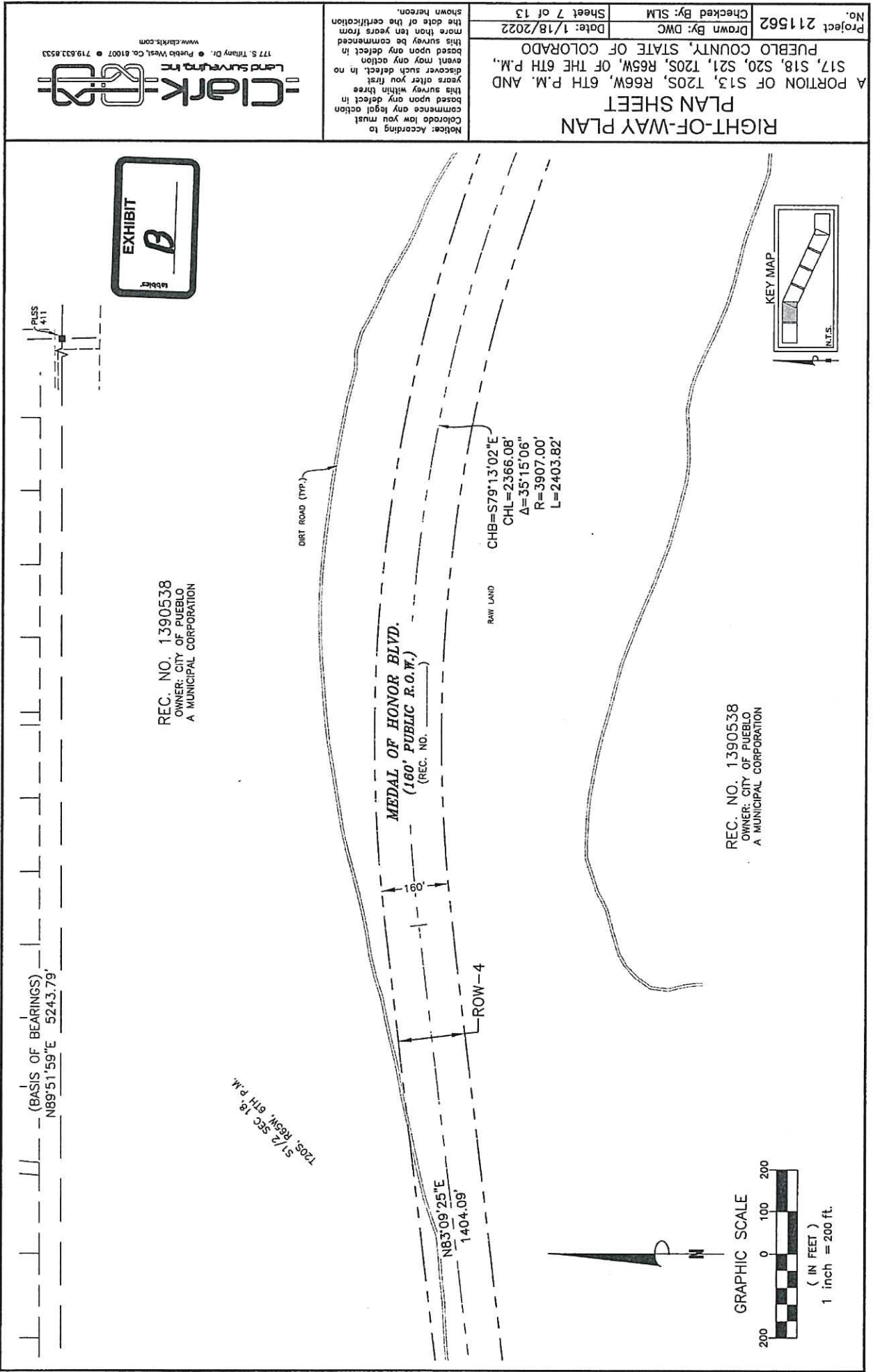
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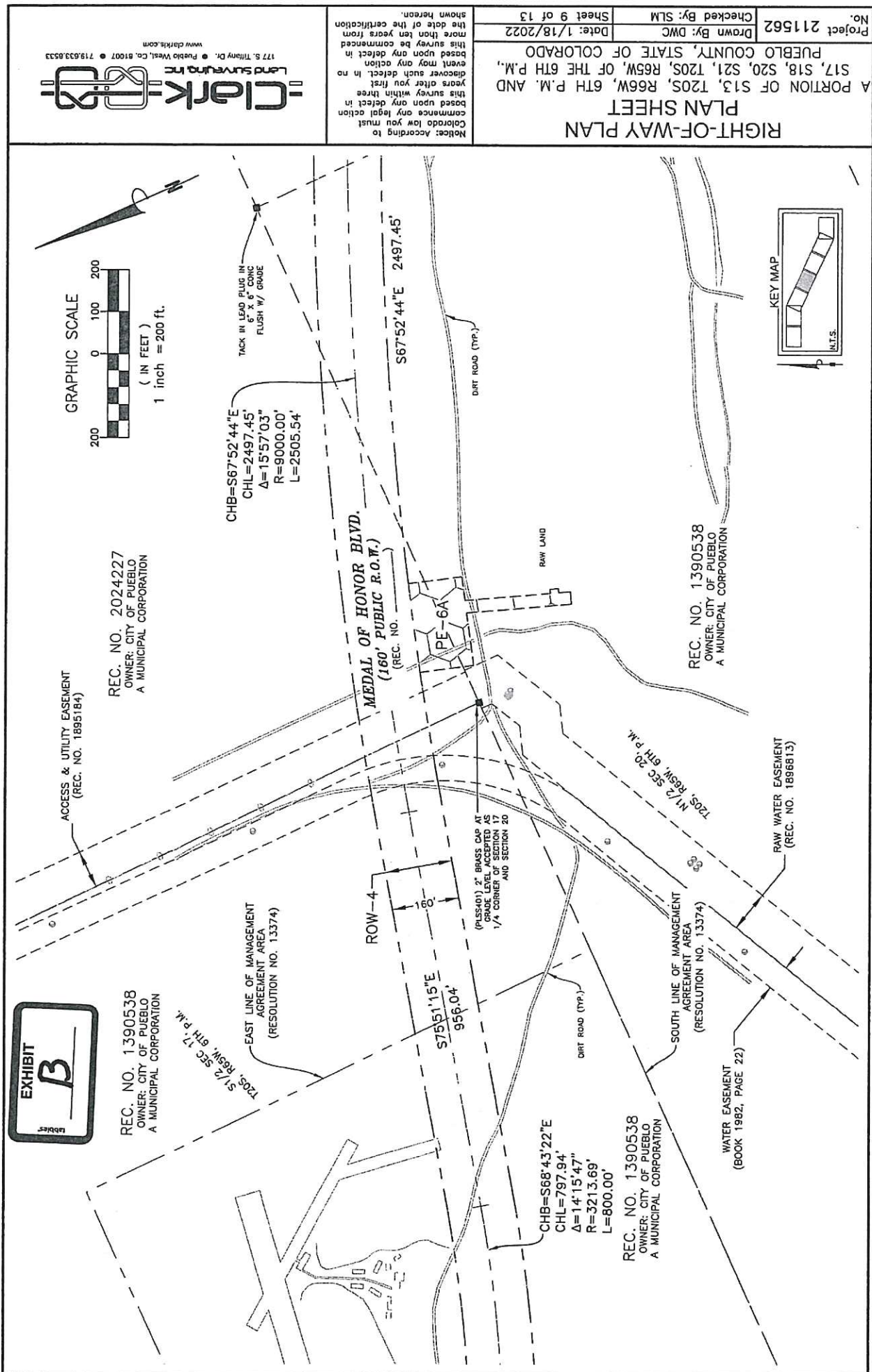
200 0 100 200

GRAPHIC SCALE

N.T.S.

KEY MAP





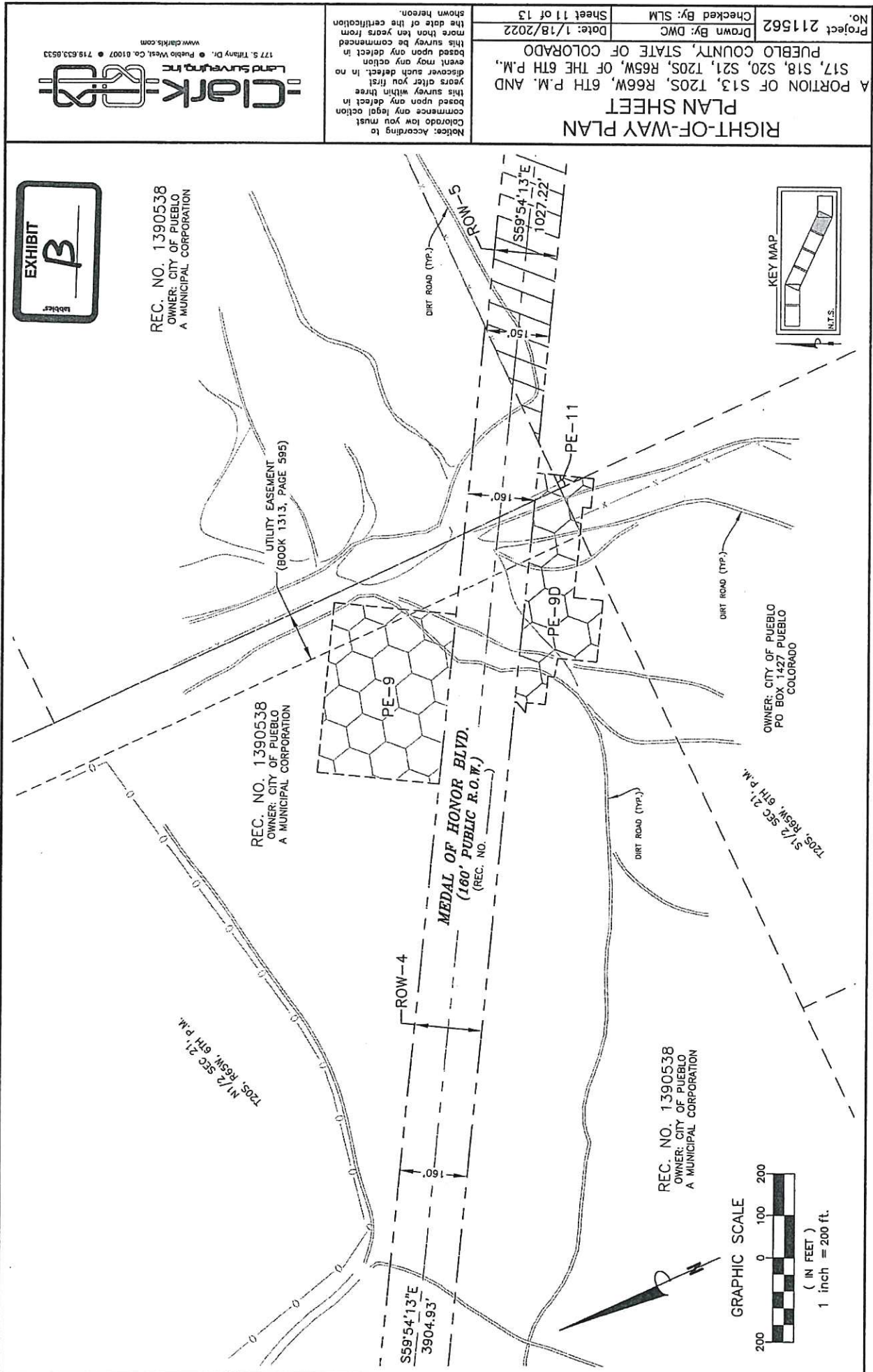


EXHIBIT C - WIRE FENCES AND GATES (CDOT STD. M-607-1)

GENERAL NOTES

1. ALL MATERIAL, DIMENSIONS AND WEIGHTS ON THIS STANDARD ARE NOMINAL, UNLESS OTHERWISE INDICATED.
2. AT EACH LOCATION WHERE AN ELECTRIC TRANSMISSION DISTRIBUTION OR SECONDARY LINE CROSSES A WOOD POST FENCE, THE CONTRACTOR SHALL TURN IN AND INSTALL A GROUND CONFORMING TO ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE. THE GROUND ROD SHALL BE A MINIMUM DIAMETER OF 1/2 IN. AND 6 FT. LONG. THE ROD SHALL BE LOCATED AT LEAST 7 1/2 FT. INTO THE GROUND. THE ROD SHALL BE CONNECTED TO EACH WIRE WITH A MINIMUM AWC NO. 8 STRANDED COPPER WIRE. GROUNDING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
3. A METAL LINE POST SHALL BE INSTALLED A MAXIMUM OF EVERY 500 FT. ALONG A WOOD POST FENCE. THE METAL POST SHALL BE WITHIN 1 FT. OF THE NEAREST WOOD POST, AND SHALL BE TIED TO EACH STRAND WITH A WIRE CLAMP.
3. DIMENSIONS SHOWN FOR "STANDARD" AND "ALTERNATIVE" APPLY FOR BOTH WOOD AND METAL POST FENCE.
4. FENCE WIRE SHALL BE ENDED, DOUBLE WRAPPED AND TIED OFF AT ENDS POSTS, ANGLE POSTS AND LINE BRACE POSTS. FENCE TO BE CONTINUED SHALL THEN BE RESTARTED IN THE SAME MANNER.
5. FENCE WIRE SHALL BE PLACED ON EITHER ROAD OR FIELD SIDE OF POSTS, DEPENDING ON THE CONDITIONS. I.E. ON CORNERS, THE WIRE SHALL BE PLACED ON THE SIDE OF THE CORNER THAT PROVIDES THE LEAST TENSION ON FENCE TIES. THIS WILL ALSO APPLY WHERE WIND DRIFT TENDS TO MOVE OR OTHER CONDITIONS WOULD EXERT UNUSUAL PRESSURE AGAINST THE WIRE. WHERE POSSIBLE, WIRE SHOULD BE PLACED ON THE LIVESTOCK SIDE OF THE POSTS.
6. WHERE STEEL POSTS ARE SPECIFIED, EVERY FIFTH POST SHALL BE WOOD, WHEN SPECIFIED ON THE PLANS.
7. RIGHT OF WAY FENCES SHALL BE CONSTRUCTED APPROXIMATELY 6 IN. INSIDE THE BOUNDARY OF THE RIGHT OF WAY AS SHOWN ON THE PLANS, OR AS STAKED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-ESTABLISHING DISTURBED OR DESTROYED SURVEY MONUMENTS TO THE APPROPRIATE ACCURACY IN ACCORDANCE WITH SUBSECTION 623.08 OF THE STANDARD SPECIFICATIONS.

WOOD POSTS:

ALL LINE POSTS SHALL HAVE A MINIMUM DIAMETER OF 4 IN. AND BE A MINIMUM OF 8 FT.-0 IN. LONG.
ALL END, CORNER, INTERSECTION AND BRACE POSTS SHALL HAVE A MINIMUM DIAMETER OF 5 IN. AND BE 7 FT. IN LENGTH.
WOOD POSTS HAVING NONUNIFORM CROSS SECTION SHALL BE SET WITH THE LARGER DIAMETER END IN THE GROUND.
FENCE WIRE SHALL BE STAPLED TO WOOD POSTS OR TIED TO METAL POSTS AS SHOWN MARKED * ON BARBED WIRE OR COMBINATION WIRE FENCE DETAILS. STAPLES SHALL BE NO. 9 WIRE MINIMUM, AND AT LEAST 1 1/2 IN. LONG.

METAL POSTS:

ALL POSTS AND BRACES SHALL BE THE TYPES AND WEIGHTS SHOWN OR ACCEPTABLE EQUIVALENTS AND SHALL BE IN ACCORDANCE WITH ASHTO M 281. HOLES SHALL BE PROVIDED IN END, CORNER, AND GATE POSTS AS DETAILD.

CORNER AND LINE BRACE POSTS:

TYPE: 2 1/2 IN. x 2 1/2 IN. x 1/4 IN. STRUCTURAL STEEL ANGLES
WEIGHT: 4.10 LBS./LIN. FT.
LENGTH: 6 FT.-6 IN. MIN.
NUMBER OF BRACES: TWO

LINE POSTS:

TYPE: "STANDARD" 1 1/2 IN. x 1/2 IN. x 1/4 IN. (WITHOUT ANCHOR)
WEIGHT: 1.33 LBS./LIN. FT.
LENGTH: 6 FT.-0 IN. MINIMUM
ANCHOR: SECURELY FASTENED, WITH BEARING SURFACE SUFFICIENT TO RESIST MOVEMENT OF POST. WEIGHT: 0.67 LB.

METAL END POSTS AND GATE POSTS:

TYPE: 2 1/2 IN. x 2 1/2 IN. x 1/4 IN. STRUCTURAL STEEL ANGLES
WEIGHT: 4.10 LBS./LIN. FT.
LENGTH: 6 FT.-6 IN. MINIMUM
NUMBER OF BRACES: ONE
LENGTH: END, 6 FT.-6 IN. MINIMUM. PANEL GATE, 7 FT.-0 IN. MINIMUM.

BRACES FOR CORNER, END OR LINE BRACE POSTS:

TYPE: 2 IN. x 2 IN. x 1/4 IN. STRUCTURAL STEEL ANGLES
WEIGHT: 3.19 LBS./LIN. FT.
LENGTH: SAME AS CORNER AND END POSTS USED.

FOOTINGS OR BASES:

CONCRETE SHALL BE CLASS B.
CONCRETE WITH LIGHTWEIGHT AGGREGATES CONFORMING TO ASHTO M 195 (ASTM C 330) WILL BE PERMITTED.

ALTERNATIVES (CONTRACTORS OPTION)

END, CORNER AND LINE BRACE POSTS				
TYPE	I.D. INCHES	O.D. INCHES	WEIGHT LB/FT.	WALL THICKNESS INCHES
1. STD. GALV. PIPE	2 1/2	2 1/8	5.79 ± 5%	0.203
2. H.S. COLD ROLLED PIPE	2 1/2	2 1/8 ± 0.016	4.64 ± 5%	0.160 ± 5%

BRACES:

TYPE: 1 1/2 IN. O.D. TUBULAR STEEL WITH 2 1/2 IN. BRACE BAND, HINGE BOLT AND 1 1/2 IN. I.D. RAIL END, ALL GALVANIZED.
WEIGHT: 10 LBS./LIN. FT. ± 5%
LENGTH: 6 FT.-6 IN. MINIMUM.

BARBED WIRE:

ZINC-COATED STEEL BARBED WIRE SHALL CONFORM TO ASHTO M 280 (ASTM A 121), 12-1/2 GAGE WITH CLASS 1 COATING, OR ALUMINUM-COATED STEEL BARBED WIRE CONFORMING TO ASTM A 585 TYPE 1.

WOVEN WIRE MESH:

WOVEN WIRE USED IN COMBINATION WIRE FENCE SHALL BE GALVANIZED AND CONFORM TO ASHTO M 279 (ASTM A 118) COATING CLASS 1, AND THE FOLLOWING:

STANDARD STYLE OR DESIGN NO.	ALTERNATIVE 4 IN. X 4 IN. WIRE "V" MESH
832-6-11* 32 IN. WIDTH 0.65 LBS./LIN. FT. 726-6-11* 26 IN. WIDTH 0.55 LBS./LIN. FT.	34 IN. WIDTH - 0.75 LBS./LIN. FT. 26 IN. WIDTH - 0.54 LBS./LIN. FT.
	CROSS WIRES-1 STRAND-14-1/2 GAGE MIN. HORIZONTAL-2 STRAND-12-1/2 GAGE

* 12-1/2 GAGE WOVEN WIRE FENCE FABRIC (832-6-12-1/2 OR 726-6-12-1/2) MAY BE USED WHEN SPECIFIED IN THE CONTRACT.
ALL FENCE WIRE TIES, CLIPS, CLAMPS, STAPLES AND OTHER WIRE APPURTENANCES SHALL BE GALVANIZED IN ACCORDANCE WITH ASHTO M 232.

DRIVEWAY GATES (SINGLE):

HEIGHT: 42 IN.
WEIGHT: NOT LESS THAN 90 LBS. COMPLETE WITH LATCH AND HINGES.
WIDTH OF GATE OPENING: 16 FT.-0 IN. MINIMUM TO 20 FT.-0 IN. MAXIMUM.
GATE FRAME: 1 IN. I.D. STANDARD GALVANIZED PIPE OR ACCEPTABLE EQUIVALENT AND SHALL BE OF ALL WELDED CONSTRUCTION.
WOVEN WIRE SHALL ENCLOSE THE GATE FRAME AS SHOWN AND SHALL BE THE SAME WOVEN WIRE DESIGN AS THE FENCE, OR AS APPROVED BY THE ENGINEER.

ALTERNATIVE DRIVEWAY GATES (SINGLE PANEL):

HEIGHT: GALVANIZED STEEL, 75 LBS.
WEIGHT: APPROXIMATELY 42 IN. (5 PANELS)
WIDTH OF GATE OPENING: 16 FT.-0 IN. MINIMUM TO 20 FT.-0 IN. MAXIMUM.
GATES SHALL BE OF RIVETED CONSTRUCTION AS FOLLOWS:
MINIMUM FOUR NO. 10 RIVETS AT EACH RIGHT ANGLE CONNECTION AND WHERE DIAGONAL BRACES CONNECT TO HORIZONTAL PANELS.
MINIMUM THREE NO. 10 RIVETS WHERE DIAGONAL BRACES CONNECT TO TOP AND BOTTOM PANELS.

WALK GATES:

HEIGHT: APPROXIMATELY 42 IN. (5 PANELS)
WEIGHT: GALVANIZED STEEL, 16 LBS.
WIDTH OF GATE OPENING: 3 FT.-0 IN. MINIMUM.

ALTERNATIVE WALK GATES:

HEIGHT: 42 IN.
WEIGHT: NOT LESS THAN 18 LBS. COMPLETE WITH LATCH AND HINGES.
WIDTH OF GATE OPENING: 3 FT.-0 IN. MINIMUM.
GATE FRAME: 1/2 IN. I.D. STANDARD GALVANIZED PIPE OR ACCEPTABLE EQUIVALENT AND SHALL BE OF ALL-WELDED CONSTRUCTION.
WOVEN WIRE SHALL BE OF THE SAME CONSTRUCTION DESIGNATED FOR DRIVEWAY GATE.
ALTERNATIVE EQUIVALENT STANDARD METAL GATES OTHER THAN SHOWN WILL BE ACCEPTABLE SUBJECT TO THE ENGINEER'S APPROVAL.
IN LIEU OF GALVANIZED FINISH ON GATE FRAMES, COLD-PAINTED PIPE OR ALUMINUM PAINTING WILL BE ACCEPTED.

LATCHES AND HINGES:

GALVANIZED STEEL OR ALUMINUM OF STANDARD MANUFACTURE. HINGES SHALL BE PLACED AS SHOWN TO PREVENT THEFT.
IN LIEU OF STANDARD MAKE LATCHES, THE CONTRACTOR MAY USE AN ELECTRO-GALVANIZED CHAIN, ETERNAL AND SWAPLOCK TYPE LATCH. ETERNAL CHAIN AND SWAPLOCK ASSEMBLY SHALL BE SECURED TO LATCH SIDE OF GATE GATE CLOSURE MAY BE ACCOMPLISHED BY WRAPPING CHAIN AROUND END POST AND SWAPPING HOOK INTO CHAIN.

WOOD STAKES:

WOOD STAKES SHALL BE UNREATED NATIVE TIMBER STAV DIMENSIONS SHALL BE 2 IN. x 2 IN. MINIMUM MINIMUM (1 1/2 IN. x 1 1/2 IN.). WOOD STAKES MAY BE STAPLED, OR DRILLED AND TIED WITH WIRE. METAL STAKES MAY BE TIED TO THE BOTTOM WIRE.

Computer File Information

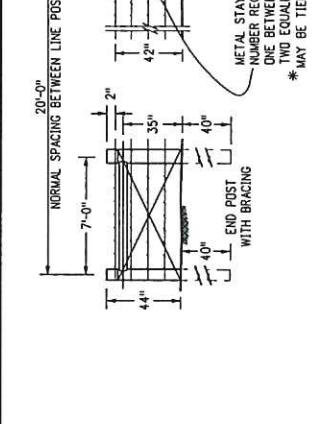
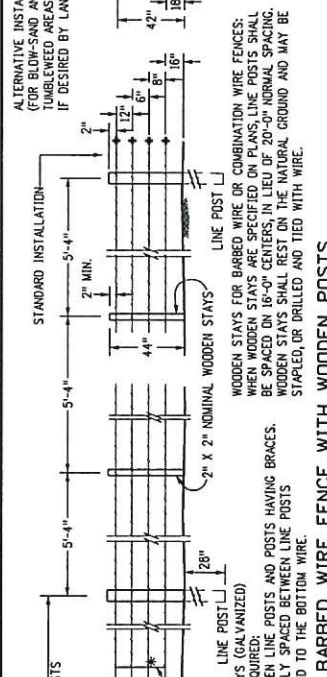
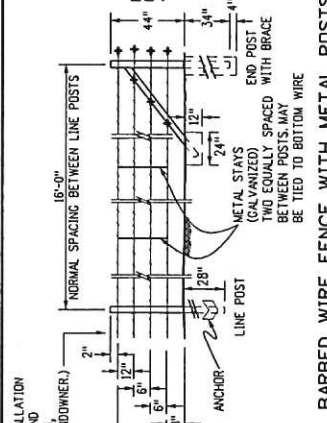
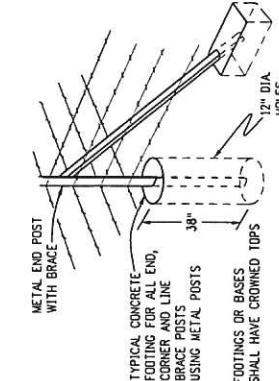
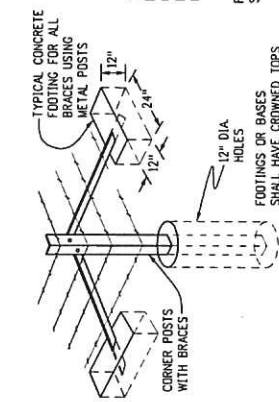
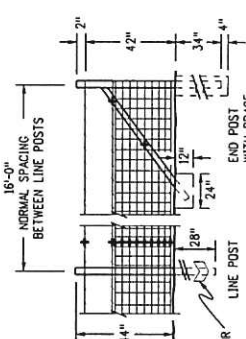
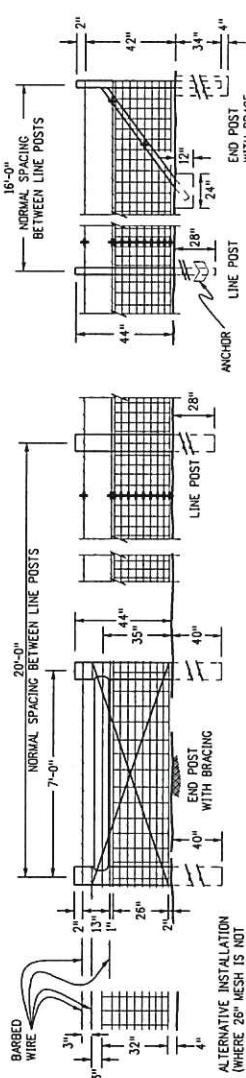
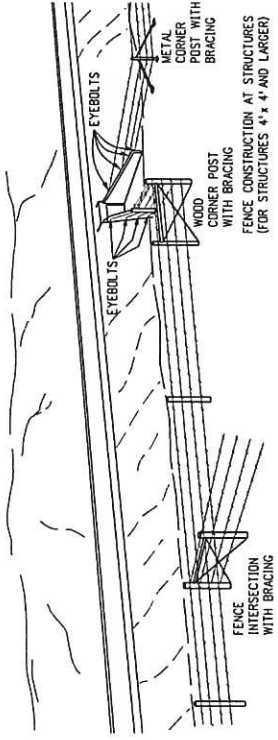
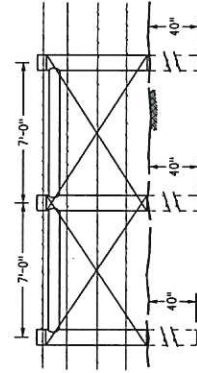
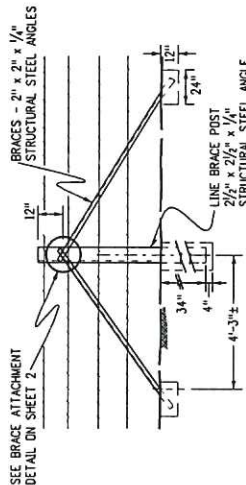
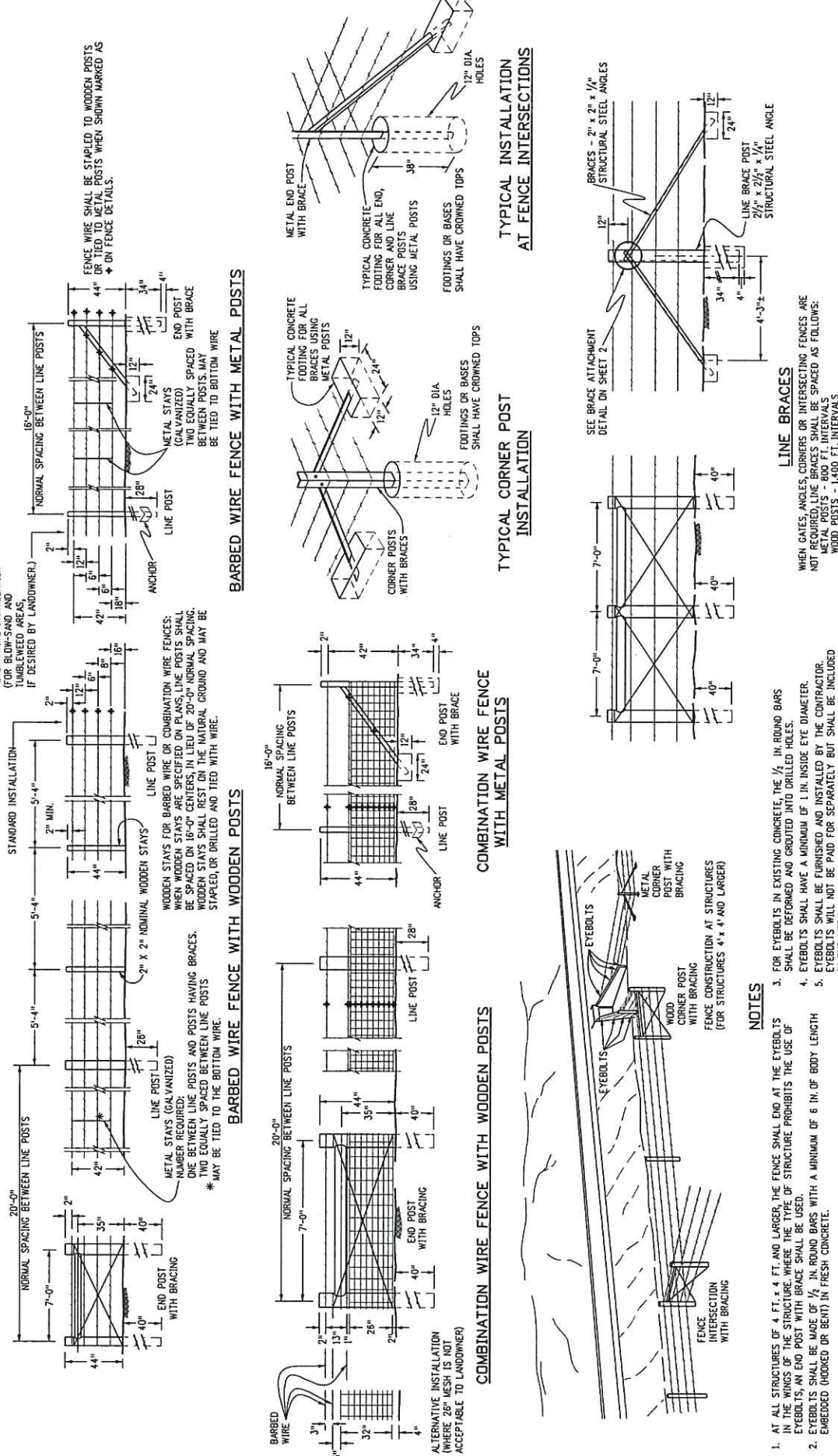
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Sheet Revisions

Date:	Comments
(R-23)	
(R-23)	
(R-23)	
(R-23)	

Colorado Department of Transportation
2829 West Howard Place
CDOT HQ, 3rd Floor
Denver, CO 80204
Phone: 303-757-9021 FAX: 303-757-9868
Project Development Branch JBK

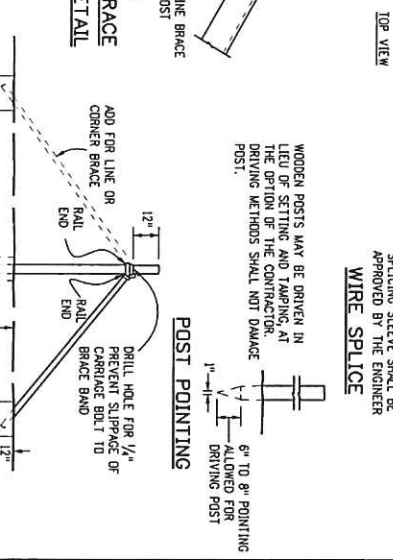
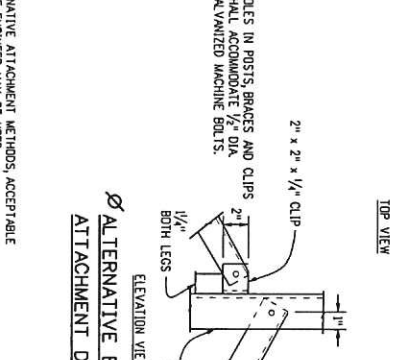
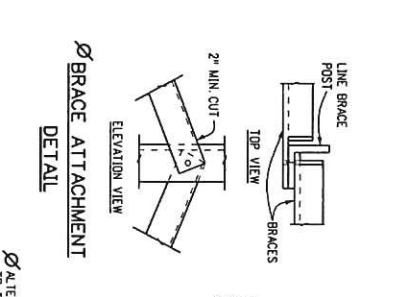
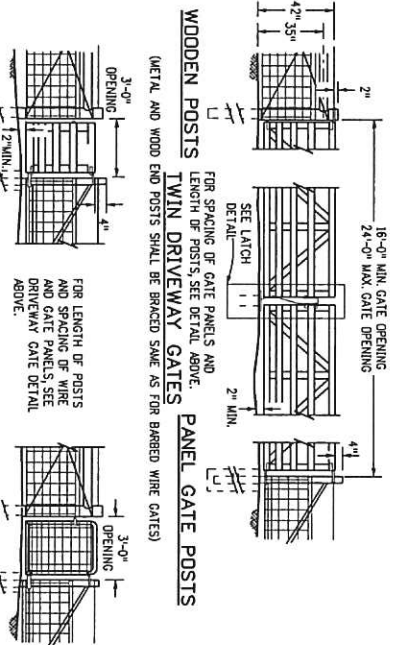
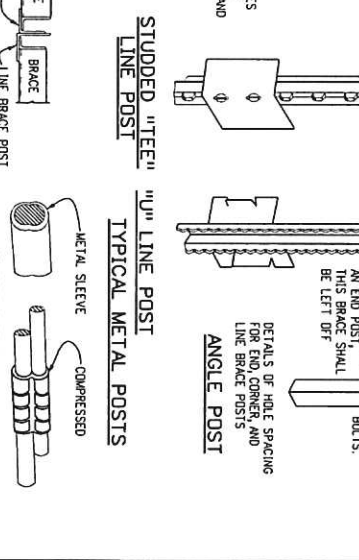
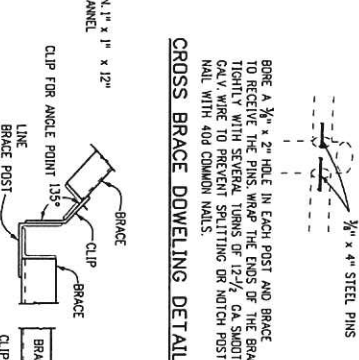
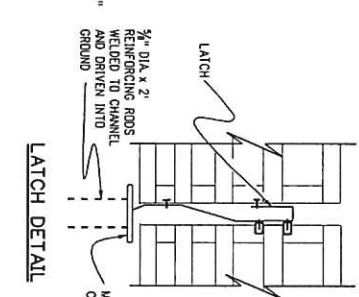
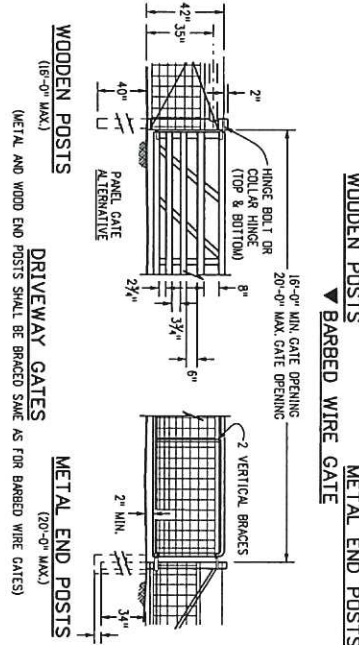
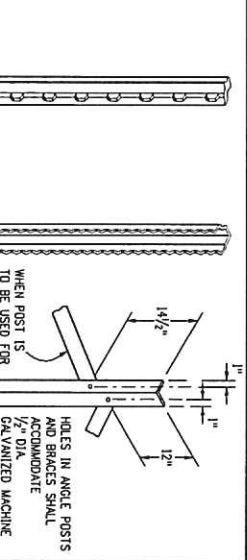
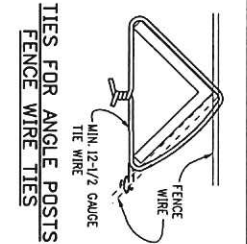
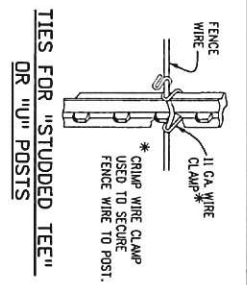
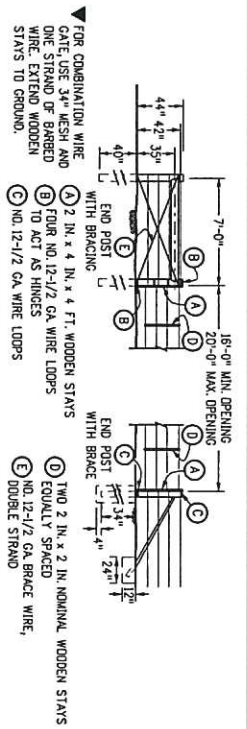
WIRE FENCES AND GATES
STANDARD PLAN NO. M-607-1
Standard Sheet No. 1 of 3
Project Sheet Number:



- NOTES**

 1. AT ALL STRUCTURES OF 4 FT. + 4 FT. AND LARGER, THE FENCE SHALL END AT THE EYEBOLTS IN THE WINGS OF THE STRUCTURE. THE TYPE OF STRUCTURE PROHIBITS THE USE OF EYEBOLTS, AN END POST WITH BRACE SHALL BE USED.
 2. EYEBOLTS SHALL BE MADE OF $\frac{1}{2}$ IN. ROUND BARS WITH A MINIMUM OF 6 IN. OF BODY LENGTH EMBEDDED (HOBOT OR BENT) IN FRESH CONCRETE.

Computer File Information		Sheet Revisions		Colorado Department of Transportation		WIRE FENCES AND GATES		STANDARD PLAN NO.	
Creation Date: 07/31/19		Date:		2829 West Howard Place				M-607-1	
Designer Initials: JBK		(R-X)		CDOT HQ, 3rd Floor					
Last Modification Date: 07/31/19		(R-X)		Denver, CO 80202				Standard Sheet No. 2 of 3	
Detailer Initials: LTA		(R-X)		Phone: 303-757-9021 FAX: 303-757-9868					
CAD Ver.: MicroStation V8		(R-X)		Project Development Branch		JBK		Project Sheet Number:	
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Computer File Information		Sheet Revisions	
Creation Date: 07/31/19		Date:	Comments
Designer Initials: JBK			
Last Modification Date: 07/31/19			
Detailer Initials: LJA			
CAD Ver.: MicroStation V8	Scale: Not to Scale	Units: English	
Colorado Department of Transportation		WIRE FENCES AND GATES	
2829 West Howard Place		M-607-1	
Denver, CO 80204		Standard Sheet No. 3 of 3	
Phone: 303-757-9021 FAX: 303-757-9668		Project Sheet Number:	
Project Development Branch		JBK	
Issued by the Project Development Branch: July 31, 2019			



1390342 07/02/2001 01:33P EASE Chris C. Munoz
1 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

**DEED OF CONSERVATION EASEMENT
HONOR FARM OPEN SPACE & PARK PARCELS
CITY OF PUEBLO**

THIS DEED OF CONSERVATION EASEMENT is granted on this 29th day of June, 2001 by the CITY OF PUEBLO, a municipal corporation, existing under the laws of the State of Colorado, having an address at 1 City Hall Place, Pueblo, CO 81003 ("Grantor") to the STATE OF COLORADO, acting by and through the Department of Natural Resources, for the use and benefit of the Colorado Division of Parks and Outdoor Recreation, having a mailing address of 1313 Sherman Street, Room 618, Denver, CO 80203 ("Grantee"), for the purpose of forever conserving the open space, park and recreation character of the subject property.

RECITALS:

A. Grantor is the sole owner in fee simple of certain real property in Pueblo County, Colorado consisting of 2,353 acres of land described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The Property presently contains substantially undeveloped natural areas and as such possesses natural, wildlife habitat, scenic, open space, and park values ("Conservation Values") that are important to the Grantor, the people of the City of Pueblo, and the State of Colorado, and are worthy of preservation. The City of Pueblo leased the property from June 26, 1974 until the Property was acquired from the State of Colorado. In addition the State of Colorado has previously granted easements for roads, overhead utility lines and a power transmission station on the property that have visually impacted the general conservation values of the site.

C. The Property is centrally located between the City of Pueblo and the Pueblo West Metropolitan District and will provide an open space buffer and future park site that will meet recreation needs of the City of Pueblo. This Property, in combination with the 1,900 acres to the south owned by the State of Colorado creates a 4,253 acre open space buffer between the City of Pueblo and the Pueblo West Metropolitan District. The Property contains a relatively undisturbed short grass prairie habitat, arroyos, public recreation, and a generally undisturbed buffer to Lake Pueblo State Park.

D. The specific Conservation, Open Space, Park and Recreation Values and other characteristics of the Property are documented in an inventory of relevant features of the Property, dated June 29, 2001, entitled "Conservation Easement Baseline Inventory: Honor Farm Open Space & Park Parcels" and incorporated by this reference ("Baseline Documentation Report"), which consists of reports, maps, photographs, and other documentation. Both Grantor and Grantee acknowledge the Baseline Documentation Report to be complete and accurate as of the date of this Deed. A copy of the Baseline Documentation Report is on file with both the Grantor and Grantee. The Baseline Documentation is intended to serve as an objective information baseline for monitoring compliance with the terms of this easement.

E. Grantor intends that the Conservation, Open Space, Park and Recreation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to park and open space areas, and both indoor and outdoor public recreation facilities.

F. Grantee is qualified to hold conservation easements pursuant to Section 38-30.5-104(2), C.R.S., and as certified by a motion of its Board, at its May 25, 2001, meeting, accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes forever.

G. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation, Open Space, Park and Recreation Values of the Property for the benefit of this generation and generations to come.

NOW, THEREFORE, in consideration of the above and of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. §§ 38-30.5-101, et. seq., Grantor hereby voluntarily grants, bargains, sells, and QUITCLAIMS to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose.

It is the purpose of this Easement to assure that the Property will be maintained forever in an open space and/or park condition and to prevent any use of the Property that will significantly impair or interfere with the Open Space, Park and Recreation Values of the Property. Grantor intends this Easement will confine the use of the Property to such activities, including without limitation, those involving open space, parks, public recreation and indoor and outdoor public recreation facilities and buildings, continuance of the historical operations of the Pueblo Motorsports, Inc. area, the extension of roadways between Pueblo West and the City of Pueblo, and the extension of roadways that provide access to recreation facilities and associated parking areas subject to the uses of the Property permitted hereunder.

2. Rights Conveyed.

To accomplish the purpose of this Easement the following rights are conveyed to Grantee:

- a) To preserve and protect the Conservation, Open Space, Park and Recreation Values of the Property;
- b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

Consistent Uses.

The following uses and practices by Grantor, though not an exhaustive recital, are consistent with the Easement, so long as (i) notice is given pursuant to Paragraphs 6 and 21 below, if appropriate,



1390542 07/02/2001 01:33P EASE Chris C. Munoz
3 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

and (ii) all such uses and practices are carried out in a manner consistent with the Management Plan, as periodically amended, as defined below:

- a) Recreation Uses. Members of the general public may utilize the Property for any and all types of indoor and outdoor recreational uses deemed appropriate by Grantor, including but not limited to, hiking, bicycling on existing trails and roads, nature studies, picnicking, model airplane activities and motorized uses on designated courses, roadways and trails. To facilitate these uses, Grantor may use, build, develop, construct, maintain, replace, and repair the following:
 1. Golf Courses.
 2. Landscaped Turfgrass Areas.
 3. Lakes & Ponds.
 4. Regional Sports Complexes.
 5. Campgrounds.
 6. Picnic Areas.
 7. Swimming Facilities/Water Parks.
 8. Recreation Center Facilities.
 9. Outdoor Amphitheaters.
 10. Outdoor Courts.
 11. Wheel Parks. Non-motorized uses including, but not limited to, skateboards, inline skates, and bicycles.
 12. Residential Caretaker Housing.
 13. Parking Areas.
 14. The Pueblo Motorsports Park. Grantor may continue the historical uses, events, and activities of the Pueblo Motorsports Park, Inc. which is currently located on the Property. The Pueblo Motorsports Park, Inc. facilities presently encompass approximately 800 acres of the Property and are used for the purpose of recreational motorsports activities.
- b) Recreation Access Roads. Grantor may construct such roads as may be necessary or desirable to gain access to public recreation facilities. The exact location of said roadways shall be selected by Grantor, at which time Grantor must provide Grantee with an exact legal description of such roadways. The general locations of future public roads are depicted in the Management Plan.
- c) Main Arterial Roads. To construct a maximum of two roads as may be necessary or desirable to gain access from Pueblo West Metropolitan District to Pueblo Boulevard under the terms and



1390542 07/02/2001 01:33P EASE Chris C. Munoz
4 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

conditions contained herein. The exact location of said roadways shall be selected by Grantor, at which time Grantor must provide Grantee with an exact legal description of such roadways. The general locations of the future roads connecting the Pueblo West area to Pueblo Boulevard are depicted in the Management Plan.

- d) Trails. Members of the general public may utilize trails on the Property for recreation uses deemed appropriate by Grantor.
- e) Signage. Signs may be erected by Grantor on the Property to identify the Property to the general public and notify the public of rules, regulations, and where specific uses are allowed on the Property.
- f) Fencing. Existing fences may be repaired, replaced or removed, and new fences may be built on the Property for public safety, property boundary marking, recreation facility improvements, and natural resource protection purposes.
- g) Underground Utilities. To construct and maintain underground utilities within and across the Property deemed appropriate by Grantor including but not limited to water, sanitary sewer, storm water, electrical, cable television and communication lines. The area disturbed by the installation of the utility shall be restored and revegetated to a condition that is reasonably comparable to the previous condition of the Property.
- h) Public Use. Public use and access to the Property shall be limited and subject to rules and regulations adopted by Grantor.
- i) Existing Easements. Any use or activity permitted or authorized pursuant to easements and rights-of-way existing or granted prior to the date of this Easement are and will continue to be permitted uses and activities.

3. Prohibited Uses.

Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses area expressly prohibited:

- a) Construction of Buildings and Other Structures. The construction of any building or other structure is prohibited, except for those structures described in paragraph 3 above.
- b) Removal of Vegetation. It is the intent of this Easement that the vegetation within the open space/natural areas on the Property remains in a substantially natural condition. However, trees and shrubs may be cut to control insects and disease, to control invasive non-native species, to promote habitat and tree and shrub growth, and to prevent personal injury and property damage. In addition, vegetation may be removed within areas developed for public recreation facilities and roads as described in paragraph 3 above.
- c) Noxious Weeds. The infestation of noxious weeds on the Property is prohibited. For the purposes of this Easement noxious weeds are defined as those weeds designated pursuant to

- d) Storage of Trash or Other Materials. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, in addition to the trash and refuse identified in the Baseline Inventory Report, is prohibited, not including those trash bins associated with areas developed for public recreation facilities as described in paragraph 3 above.
- e) Mining. The mining or extracting of soil, sand, gravel, rock, oil, natural gas, coal, fuel or any other mineral substance is prohibited.
- f) Roads, Paving. Except for those roads allowed pursuant to Paragraph 3 above, no new roads shall be constructed on the Property.
- g) Commercial Uses. Commercial uses shall not be allowed on the Property, except those uses that are provided as a service to the public recreation facilities, events, and activities described in paragraph 3 above. Commercial uses such as concession stands, pro shops, and gift shops associated with developed recreation facilities described in paragraph 3 above are allowed. Commercial uses such as hotels and lodging facilities, convenience stores, retail and grocery stores, hospitals and care centers shall not be allowed on the Property.
- h) Residential Development. Residential housing units, townhomes, apartments, or other private or public housing developments, except for caretaker and dormitory facilities described in paragraph 3 above, are prohibited.
- i) Above Ground Utility Easements. Above ground public or private utilities including but not limited to electrical transmission lines, antennas, radio and television telecommunication towers shall not be allowed on the Property, except existing and future improvements allowed within pre-existing utility easements, and utility boxes and equipment cabinets, no greater than four feet in height and 36 square feet of gross floor area, deemed appropriate by Grantor that serve or benefit park and recreation facilities.
- j) Public Motorized Use. Motorized use by the public on the Property, except on designated roads and trails, is prohibited. This clause does not limit the right of Grantor and the Grantee to use motorized vehicles on the Property for management and emergency purposes.
- k) Other Motorized Use. Within the limits of the Grantor's authority, Grantor shall not authorize motorized access by adjacent private property owners across the Property to access their properties.

5. Land Management Plan.

The property shall be operated and managed in accordance with a land management plan prepared by Grantor (the "Management Plan"), which shall conform to the provisions of this Easement. The parties hereto acknowledge that by mutual agreement a Management Plan titled "Honor Farm Open Space and Park Parcels Management Plan", will be completed and approved by the City of Pueblo City Council on or before October 1, 2001. The Management Plan shall be updated no less frequently than every five years. Grantor shall notify Grantee prior to undertaking any amendments, revisions, or updates to the Management Plan. Grantor shall provide Grantee with copies of any proposed changes to

the Management Plan. Grantor shall also provide Grantee a final draft version of any proposed changes to the Management Plan prior to formal adoption by Grantor. The purpose of such notifications is to afford Grantee the opportunity to ensure the proposed changes to the Management Plan conform with the provisions of this Easement. Grantee shall provide written comments to Grantor within thirty (30) days after it has reviewed the proposed changes to the Management Plan. These comments should reflect Grantee's opinion as to the conformity of the proposed changes to the provisions of this Easement. Grantee's failure to provide written comments to Grantor within thirty (30) days after receipt of any proposed change to the Management Plan shall constitute Grantee's acceptance and consent thereto.

6. Notice of Intention to Undertake Certain Permitted Actions.

Grantor shall notify Grantee prior to undertaking construction on the Property of any roads, buildings, or other facilities. The purpose of requiring Grantor to notify Grantee prior to undertaking construction activities is to afford Grantee an opportunity to review so that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. Grantee's failure to provide written comments to Grantor within thirty (30) days after receipt of any proposed construction on the Property shall constitute Grantee's acceptance and consent thereto.

7. Responsibilities of Grantor and Grantee Not Affected.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, Grantor shall continue to be solely responsible for the upkeep and maintenance of Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

8. Enforcement.

Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Easement. With reasonable advance notice to Grantor, Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. When, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action. Grantor shall discontinue any activity which could increase or expand the alleged violation during the informal discussion process. Should informal discussions fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation which could irreversibly diminish or impair the Conservation Values of the Property is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to any such violation.

9. Grantee's Discretion

Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. Waiver of Certain Defenses.

Grantor hereby waives any defense of laches, estoppel, or prescription provided any action to enforce a violation of this Easement must be brought within six (6) years from the date of such violation.

11. Acts Beyond Grantor's Control.

Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Conservation Values of the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, vandalism, acts of God or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or the public resulting from such causes.

12. Costs and Liabilities.

As to Grantee, Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage, and the cost of controlling noxious weeds. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

13. Taxes.

Grantor shall pay before delinquency any and all real property taxes, assessments, fees, and charges of whatever description lawfully levied on or assessed against the Property by competent authority (collectively "taxes"), including any such taxes imposed upon or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

14. Hold Harmless.

To the extent authorized by law, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; and (2) the presence or release of hazardous or toxic substances on, under or about the Property occurring on or after the date



1390542 07/02/2001 01:33P EASE Chris C. Munoz
8 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

of this Easement. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance which is regulated under any federal, state or local law.

15. Reconfiguration of Easement.

Portions of the Property may be deleted from this Easement at the request of the Grantor provided that property equal or greater in monetary value than said deleted property subject to this Easement is simultaneously brought into and burdened by this Easement as replacement for the deleted property. Such replacement property must be located within the NW¼ SECTION 15-T20S-R65W west of Pueblo Boulevard; SE¼ SECTION 17- T20S-R65W; SECTION 20-T20S-R65W; W½/NW¼ SECTION 21-T20S-R65W. The areas of Grantor's property that may be deleted from the Easement subject to the above provisions, along with the private lands that must be incorporated into the Easement as replacement, are depicted in Exhibit B, Reconfiguration Map. Any reconfiguration of the Easement shall require the filing of an amended Deed of Conservation Easement in the Office of the Clerk and Recorder of Pueblo County. Such amendment shall be done in conformance with the requirements of paragraph 23 J. below.

16. Change in Circumstances.

The fact that any use of the Property that is expressly prohibited by this Easement, or any other use as determined to be inconsistent with the purpose of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted hereunder, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the benefit to the public of the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes should not be assumed to be circumstances justifying the extinguishment or termination of this Easement.

17. Division of Proceeds Between the Grantor and Grantee.

The rights of Grantee created by this Easement constitute a real property interest vested in Grantee. In the event of condemnation of the Property or extinguishment of the Easement, the values of Grantee's and Grantor's interests in the Property shall be computed as follows:

- a) If all or any portion of the Property is being sought by an entity that has the power of condemnation, the fair market value of the Property unencumbered by this Easement minus any increase in value after the date of this Easement attributable to improvements shall be determined by the court in the condemnation proceeding, or by the agreement of Grantor, Grantee, and the condemning entity.
- b) If all or any portion of the Easement is being extinguished, the fair market value of the Property unencumbered by this Easement minus any increase in value after the date of this Easement attributable to improvements shall be determined by the agreement of Grantor and Grantee, but if the parties cannot agree, by an appraisal completed by a mutually acceptable licensed appraiser.
- c) Once the fair market value of the Property as if unencumbered by this Easement has been established pursuant to the above, the value of Grantor's and Grantee's respective interests in the Property shall be a percent of the fair market value of the Property as if unencumbered by this Easement as follows:

- j) Grantor's interest shall be thirty percent (30%), minus an increase in value after the date of this Easement attributable to improvements.
- ii) Grantee's interest shall be seventy percent (70%).

18. Condemnation. If the Property is taken, in whole or in part, by exercise of the power of eminent domain, or if the Easement is extinguished or terminated and the Property is subsequently sold or exchanged, Grantee shall be entitled to compensation for the value of their respective interests, in accordance with applicable law, as determined pursuant to paragraph 17 above.

19. Assignment.

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is authorized to acquire and hold conservation easements under Colorado law. As a condition of such transfer, the deed or any other legal instrument by which Grantee transfers its rights and obligations herein shall require that the conservation purposes that this Easement is intended to advance continue to be carried out. In no event shall this requirement be interpreted to obligate Grantee to guarantee or assure that the transferee meet Grantee's obligations as stated in this Easement. Any transfer allowed herein shall release Grantee from all liability pursuant to this Easement arising after such transfer.

20. Subsequent Transfers

Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

In the event the Property is transferred to an entity or person whose property is not exempt from taxation, the transferee as subsequent owner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

21. Notices.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To the Grantor:

City of Pueblo Planning & Development Department
211 East D Street
Pueblo, CO 81003

City Manager
1 City Hall Place
Pueblo, CO 81003


1390542 07/02/2001 01:33P EASE Chris C. Munoz
10 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

To the Grantee:

Colorado Division of Parks and Outdoor Recreation
1313 Sherman Street, Room 618
Denver, CO 80203
Attn: Real Estate Section

Lake Pueblo State Park
640 Pueblo Reservoir Road
Pueblo, CO 81005
Attn: Park Manager

or to such address as either party from time to time shall designate by written notice to the other.

22. Recordation.

Grantor shall record this instrument in timely fashion in the official records of Pueblo County, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

23. General Provisions.

A. Controlling Law.

The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

B. Liberal Construction.

Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §§ 38-30.5-101. Et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability.

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement.

1390542 07/02/2001 01:33P EASE Chris C. Munoz
11 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

E. No Forfeiture.

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. Successors.

The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

G. Termination of Rights and Obligations.

A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

H. Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

I. Amendment.

If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable laws. Any amendment must be consistent with the conservation purposes of this instrument and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Pueblo County Clerk & Recorder.

J. Termination of the Division of Parks and Outdoor Recreation.

In the event the Colorado Division of Parks and Outdoor Recreation is terminated or merged into another entity, the rights and obligations of the Colorado Division of Parks and Outdoor Recreation hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

K. Governmental Immunity.

Grantor and Grantee do does not intend to waive by any provision of this Easement the monetary limitation or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended or any other law, either statutory or common law.

L. Venue.

Pueblo, County, Colorado shall be the only appropriate venue for any action or dispute arising from this Easement.

N. Third Parties.

This Easement does not, and shall not be deemed to confer upon any third party any right to claim damages or to bring suit, or other proceeding against either party because of any term contained herein.

24. Acceptance.

Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Conservation Easement.

TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

CITY OF PUEBLO

By

Al Gurule, President of the Council

APPROVED AS TO FORM:

City Attorney

ATTEST

By

City Clerk

STATE OF COLORADO)

County of Pueblo)

1390342 07/02/2001 01:33P EASE Chris C. Munoz
13 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

The foregoing instrument was acknowledged before me this 29th day of

June, 2001, by Al Gurule.

My commission expires June 26, 2003. Witness my hand and official seal.



[Signature]
Notary Public

ACCEPTED:

STATE OF COLORADO
COLORADO DIVISION OF PARKS AND
OUTDOOR RECREATION

By: [Signature]
Tom Kenyon, Acting Director

STATE OF COLORADO)

County of Pueblo)

The foregoing instrument was acknowledged before me this 29th day of

June, 2001, by Tom Kenyon, Acting Director.

My commission expires My Commission Expires March 19, 2003. Witness my hand and official seal.



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE S89°41'01"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 400.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S89°41'01"W CONTINUING ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 2236.23 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 16;
2. THENCE S89°41'03"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 2635.71 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16;
3. THENCE N01°22'16"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 2636.63 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 16;
4. THENCE N89°45'31"E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 16, A DISTANCE OF 1973.66 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 16;
5. THENCE N01°23'24"W ALONG SAID WEST LINE, A DISTANCE OF 2652.24 FEET TO THE NORTH LINE OF SAID SECTION 16;
6. THENCE S89°57'17"E ALONG SAID NORTH LINE, A DISTANCE OF 99.23 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND AS RECORDED IN BOOK 1501 AT PAGE 57 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING TWO (2) COURSES FOLLOW THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID TRACT RECORDED IN BOOK 1501 AT PAGE 57:

7. THENCE S00°02'43"W A DISTANCE OF 50.00 FEET;
8. THENCE S89°57'17"E A DISTANCE OF 229.83 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL NO. 239 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING FIVE (5) COURSES FOLLOW SAID SOUTHERLY LINE OF PARCEL NO. 239 RECORDED IN BOOK 1853 AT PAGE 624:

9. THENCE S71°15'05"E A DISTANCE OF 230.71 FEET;
10. THENCE S71°44'35"E A DISTANCE OF 869.20 FEET TO A NON-TANGENT CURVE TO THE LEFT;
11. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 11634.20 FEET, A DELTA ANGLE OF 04°23'28", AN ARC LENGTH OF 891.62 FEET, WHOSE LONG CHORD BEARS S77°44'05"E A DISTANCE OF 891.40 FEET;
12. THENCE S81°07'05"E A DISTANCE OF 722.00 FEET;
13. THENCE S61°42'05"E A DISTANCE OF 386.20 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16;
14. THENCE S01°35'42"E ALONG SAID EAST LINE, A DISTANCE OF 867.26 FEET TO THE MOST NORTHERLY POINT OF PARCEL NO. 39 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING THREE (3) COURSES FOLLOW THE WESTERLY LINE OF SAID PARCEL NO. 39 RECORDED IN BOOK 1853 AT PAGE 624:

15. THENCE S16°24'33"W A DISTANCE OF 358.50 FEET;
16. THENCE S09°48'33"W A DISTANCE OF 1138.60 FEET;

17. THENCE S00°01'03"W A DISTANCE OF 2055.36 FEET TO THE TRUE POINT OF
BEGINNING OF THIS DESCRIPTION.
THE ABOVE TRACT OF LAND CONTAINS 461.53 ACRES, MORE OR LESS.

AND:
THE SW 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL 160
MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND:
THE S 1/2 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL 320
MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND: 320 80 40 40
THE N 1/2; THE N 1/2 OF THE SW 1/4; THE N 1/2 OF THE SE 1/4; AND THE SE 1/4 OF THE SE 1/4,
ALL IN SECTION 19, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL
MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND: 160 40 40 80
THE NW 1/4; THE N 1/2 OF THE NE 1/4; THE SE 1/4 OF THE NE 1/4; THE E 1/2 OF THE SE 1/4;
AND THE SW 1/4 OF THE SE 1/4, ALL IN SECTION 20, TOWNSHIP 20 SOUTH, RANGE 65 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND:
THE NW 1/4; THE SW 1/4 OF THE NE 1/4; THE E 1/2 OF THE SW 1/4; THE SW 1/4 OF THE SE 1/4,
ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL
MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, ALONG WITH A TRACT OF LAND
LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE S89°18'06"W
ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE
OF 400.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S89°18'06"W CONTINUING ALONG THE SOUTH LINE OF THE SOUTHEAST
QUARTER OF SAID SECTION 21, A DISTANCE OF 915.83 FEET TO THE SOUTHWEST
CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21;
2. THENCE N00°34'49"W ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, A
DISTANCE OF 1319.07 FEET TO THE NORTHWEST CORNER OF SAID SE 1/4 OF THE
SE 1/4;
3. THENCE N89°21'02"E ALONG THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4, A
DISTANCE OF 966.33 FEET TO THE NORTHWEST CORNER OF PARCEL NO. 35
RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO
COUNTY;
4. THENCE S01°36'49"W ALONG THE WEST LINE OF SAID PARCEL NO. 35 RECORDED
IN BOOK 1853 AT PAGE 624, A DISTANCE OF 1319.32 FEET TO THE TRUE POINT OF
BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 28.49 ACRES, MORE OR LESS.

AND:
A TRACT OF LAND LOCATED IN THE N 1/2 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 65
WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S89°18'06"W
ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE
OF 400.00 FEET TO A POINT ON THE WEST LINE OF PARCEL NO. 35 RECORDED IN BOOK 1853

AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S03°46'43"E ALONG THE WEST LINE OF SAID PARCEL NO. 35 AS RECORDED IN BOOK 1853 AT PAGE 624, A DISTANCE OF 1741.94 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE RELOCATED DENVER AND RIO GRANDE WESTERN RAILROAD CO. AS RECORDED IN BOOK 2121 AT PAGE 698 OF THE RECORDS OF SAID PUEBLO COUNTY, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT;

THE FOLLOWING SIX (6) COURSES FOLLOW SAID NORTHERLY RIGHT-OF-WAY LINE OF THE RIO GRANDE WESTERN RAILROAD CO. AS RECORDED IN BOOK 2121 AT PAGE 698:

2. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 3364.17 FEET, A DELTA ANGLE OF 42°27'56", AN ARC LENGTH OF 2493.40 FEET, WHOSE LONG CHORD BEARS S89°32'10"W A DISTANCE OF 2436.72 FEET;
3. THENCE S67°48'08"W A DISTANCE OF 517.08 FEET TO A NON-TANGENT CURVE TO THE LEFT;
4. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 3399.17 FEET, A DELTA ANGLE OF 11°08'42", AN ARC LENGTH OF 661.20 FEET, WHOSE LONG CHORD BEARS S53°58'57"W A DISTANCE OF 660.16 FEET;
5. THENCE S47°40'58"W A DISTANCE OF 102.87 FEET;
6. THENCE S46°48'23"W A DISTANCE OF 100.97 FEET;
7. THENCE S46°38'57"W A DISTANCE OF 89.75 FEET;

8. THENCE N01°14'08"W A DISTANCE OF 2498.28 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28;
9. THENCE N89°18'40"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1371.97 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 28;
10. THENCE N89°18'06"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 2231.66 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 145.29 ACRES, MORE OR LESS.

BASIS OF BEARINGS FOR THESE DESCRIPTIONS IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR N01°14'08"W, FROM THE WEST QUARTER CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP), TO THE NORTHWEST CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP).

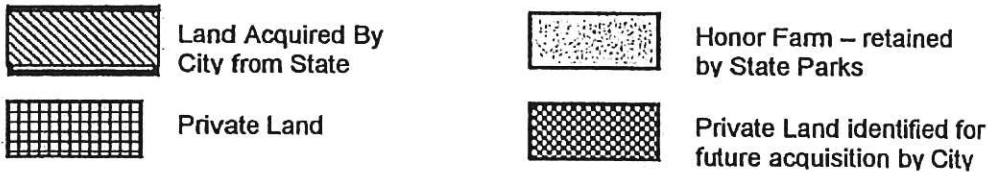
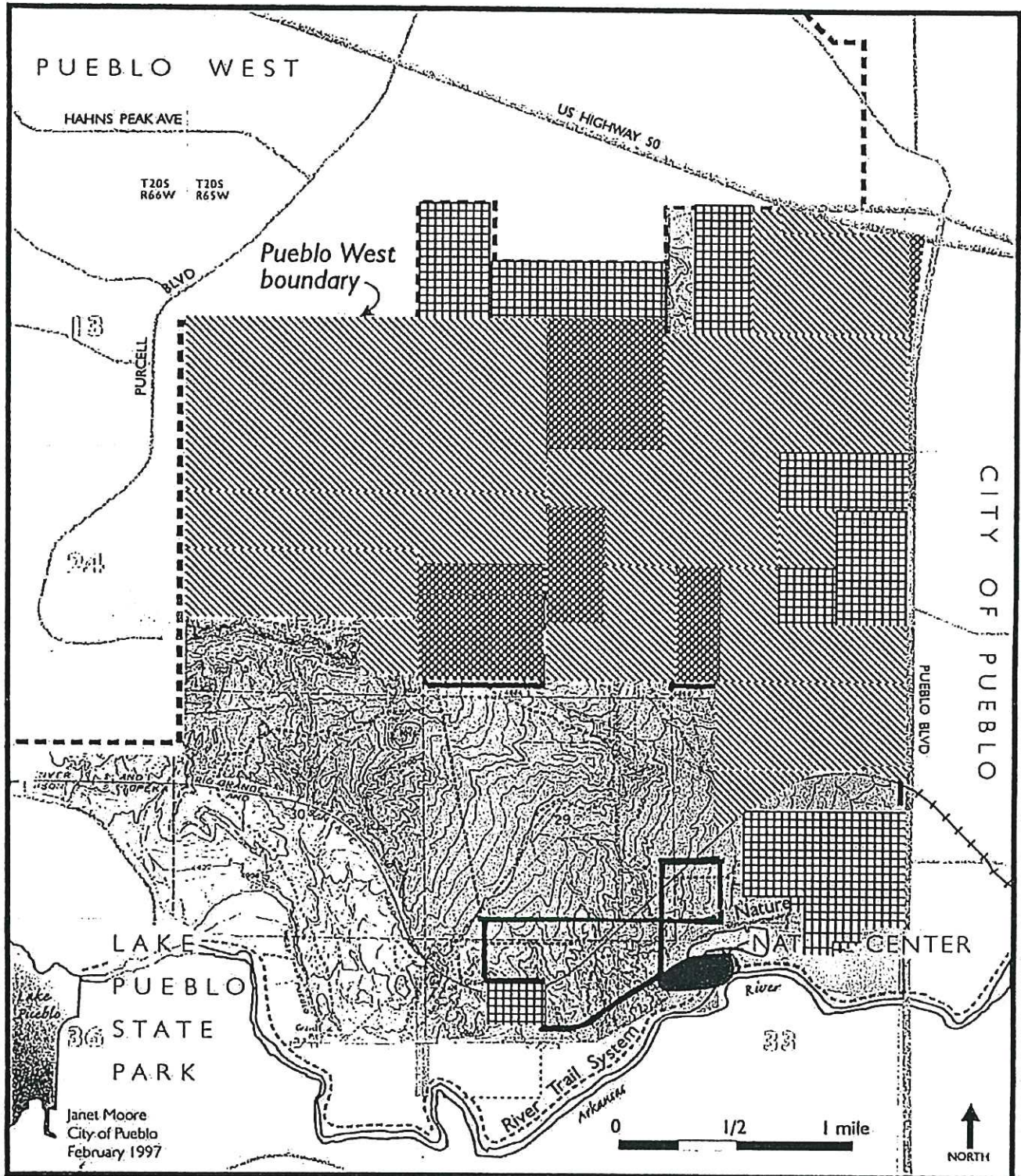
THE FOREGOING DESCRIPTION WAS PREPARED BY:
RAYMOND JOSEPH PECHEK PLS 24964
FOR AND ON BEHALF OF URS
9960 FEDERAL DRIVE, SUITE 300
COLORADO SPRINGS, COLORADO 80921
(719) 531-0001
JUNE 18, 2001


1390542 07/02/2001 01:33P ERSE Chris C. Munoz
16 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

Exhibit B

Reconfiguration Map

City of Pueblo State Honor Farm Property



1390542 07/02/2001 01:33P ERSE Chris C. Munoz
17 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: June 10, 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 AMENDING ZONING RESTRICTIONS OF .85-ACRES OF THE SOUTHERN PORTION OF PARCEL B, OF THE TRINITY SUBDIVISION FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone .85-acres of the southern portion of Parcel B, of the Trinity Subdivision from B-3, Highway and Arterial Business Zone District to S-1, Government Use Zone District.

PREVIOUS COUNCIL ACTION:

On September 26, 2022, City Council approved Ordinance No.10279, approving the rezoning of land along highway 96 and west of Victory Lane from B-3, Highway and Arterial Business Zone District to S-1, Government Use Zone District.

BACKGROUND:

In September of 2022, Pueblo City Council approved the rezoning of 1.52-acres from a Highway and Arterial (B-3) Zone District to a Government Use (S-1) Zone District to facilitate the construction of Fire Station #6 (Z-22-09). However, in the plan development, it was determined that the fire station development would need to extend beyond the portion of the property that had been rezoned. A rearrangement of property boundaries, Trinity Subdivision Rearrangement of Property Boundaries (RPB-23-16) was filed to accommodate the additional land needed for the Fire Station 6 development. Therefore, the southern portion of Parcel B must be rezoned from B-3 to S-1 to create a uniformly zoned and consistent lot for the development. The new Fire Station #6, which will replace the existing Fire Station #6 (C-23-33), will provide facilities to isolate the truck room contaminants from the living quarters and cleaning facilities to allow fire fighters to decontaminate themselves properly. The new station will also include two full bays, a partial bay, office spaces, communal living, a kitchen, full bedrooms for up to eight firefighters, private bathrooms to accommodate all

genders, and a gym space to work out. The proposed fire station will have modern architectural detailing and will be constructed on Parcel B (103,126 square feet) of the Trinity Subdivision Rearrangement of Property Boundaries. Development plans for Fire Station 6 were approved by the Planning and Zoning Commission on January 10, 2023 (GU-23-05) with the condition that the southern portion of the property be rezoned to S-1, this request will fulfill the condition to rezone.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 8, 2024 Regular Meeting, voted 6-0 to recommend approval, Commissioner Maestri absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-24-02 Fire Station #6 Attachments

ORDINANCE NO. 10724

AN ORDINANCE AMENDING ZONING RESTRICTIONS OF .85-ACRES OF THE SOUTHERN PORTION OF PARCEL B, OF THE TRINITY SUBDIVISION FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-3, Highway and Arterial Business Zone District to S-1, Government Us Zone District:

A parcel of land located in the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 33 Township 20 South, Range 64 West of the 6th Principal Meridian, in the County of Pueblo and State of Colorado, and being more particularly described as follows:

Considering the south line of Parcel "B" of the Rearrangement of Property Boundaries recorded in Book 2155 at Page 979 in the Pueblo County records to bear S89°57'10"E and all bearings contained herein being relative thereto. Both ends of said south line being monumented with a No. 4 rebar with a 2" aluminum cap stamped with PLS. No. 31925.

Beginning at the southeast corner of Parcel "A" in said Rearrangement of Property Boundaries, said point being on the north lot line of Lot 8, Block 2 in the Trinity Subdivision recorded June 12, 1981 in Book 2076 at Page 311 in the Pueblo County records; thence S89°57'10"E along said north line of Lot 8, a distance of 101.11 feet; thence S81°18'40"E, a distance of 65.14 feet; thence S48°46'22"E, a distance of 210.00 feet to the southeast corner of Lot 7, Block 2 of said Trinity Subdivision; thence S87°19'28"W along the south lot line of said Lot 7, a distance of 316.17 feet; thence N02°40'32"W, a distance of 163.26 feet to the Point of Beginning.

Said parcel of land containing 0.85 acres, more or less.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 28, 2024.

Final adoption of Ordinance by City Council on June 10, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...

President of City Council

Action by the Mayor:

☒ Approved on 6/11/2024 | 12:29 PM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:
[Signature]
3A85950B7BCA462...

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

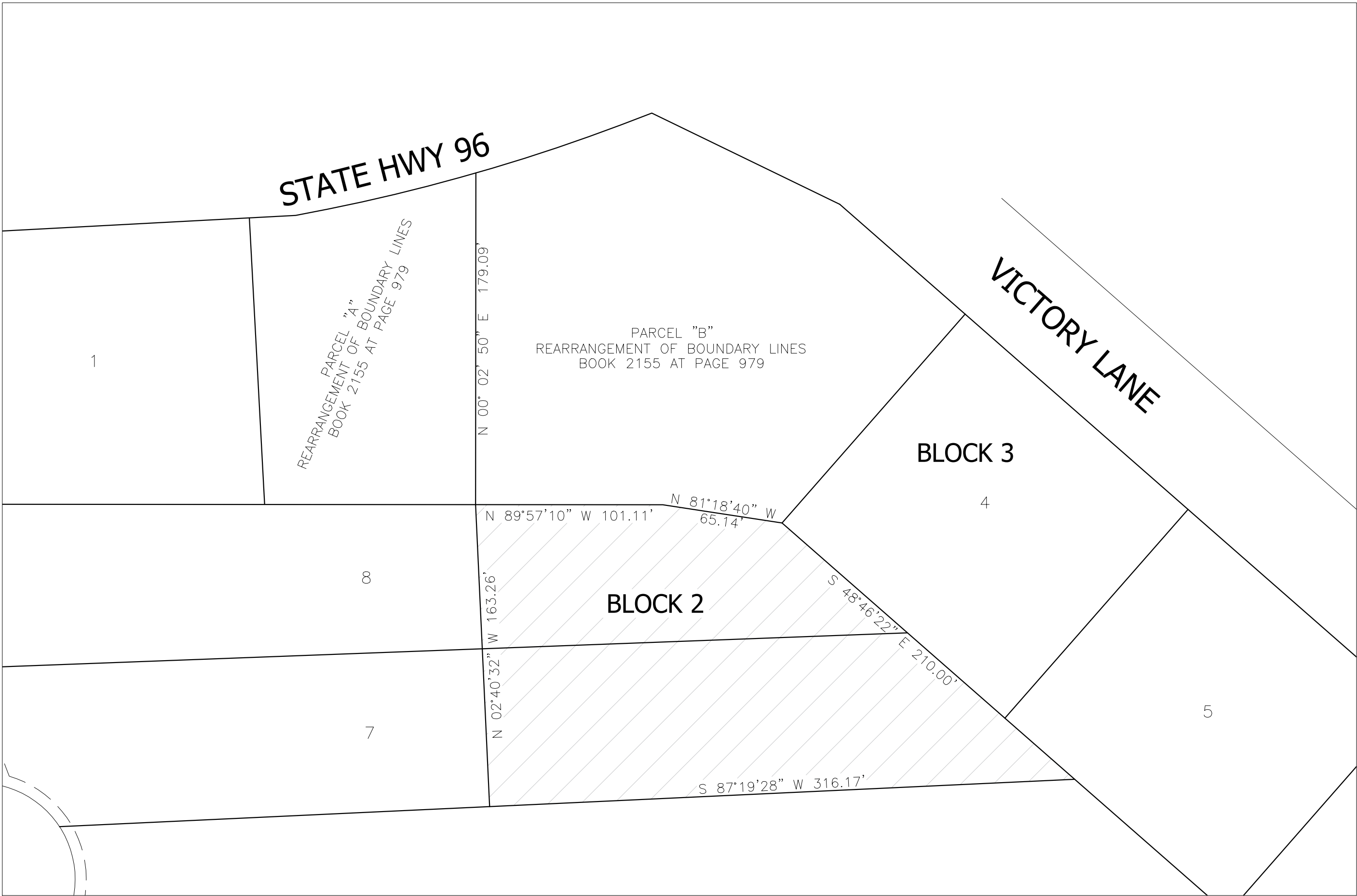
ATTEST

DocuSigned by:
[Signature]
7C02E8DFFC3D43C...

City Clerk

RE-ZONING EXHIBIT

PORTION OF LOT 7 AND LOT 8, BLOCK 2, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO



LEGAL DESCRIPTION:

A parcel of land located in the northeast ¼ of the northwest ¼ of Section 33 Township 20 South, Range 64 West of the 6th Principal Meridian, in the County of Pueblo and State of Colorado, and being more particularly described as follows:

Considering the south line of Parcel “B” of the Rearrangement of Property Boundaries recorded in Book 2155 at Page 979 in the Pueblo County records to bear S89°57’10”E and all bearings contained herein being relative thereto. Both ends of said south line being monumented with a No. 4 rebar with a 2” aluminum cap stamped with PLS. No. 31925.

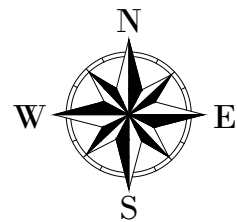
Beginning at the southeast corner of Parcel “A” in said Rearrangement of Property Boundaries, said point being on the north lot line of Lot 8, Block 2 in the Trinity Subdivision recorded June 12, 1981 in Book 2076 at Page 311 in the Pueblo County records; thence S89°57’10”E along said north line of Lot 8, a distance of 101.11 feet; thence S81°18’40”E, a distance of 65.14 feet; thence S48°46’22”E, a distance of 210.00 feet to the southeast corner of Lot 7, Block 2 of said Trinity Subdivision; thence S87°19’28”W along the south lot line of said Lot 7, a distance of 316.17 feet; thence N02°40’32”W, a distance of 163.26 feet to the Point of Beginning.

Said parcel of land containing 0.85 acres, more or less

LEGEND:



FROM B-3 to S-1

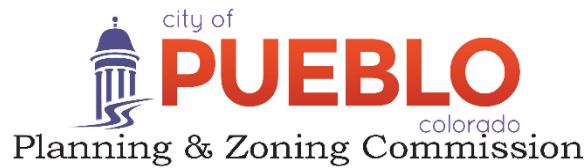


SCALE: 1"=50'

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday May 8, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:35p.m. with Commissioner Castellucci presiding.

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

Commissioners Absent: Regina Maestri.

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

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move items V-23-11, S-23-11, SAP-23-04, Z-24-05, and GU-23-06 to the June 12, 2024, meeting and approve the agenda as amended, seconded by Aznar.

Motion Passed: 6-0.

2. Z-24-02 Fire Station #6 Rezone: Rezoning of .85 acres from Highway and Arterial Business (B-3) Zone District to Government Use (S-1) Zone District. Staff Report by Beritt Odom.

Hearing: Applicant is the city of Pueblo.

Commission Action: Bailey motioned to recommend the application to City Council seconded by Spinuzzi.

Motion Passed: 6-0.

Z-24-02

TO: City of Pueblo, Planning and Zoning Commission

FROM: Bart Mikitowicz, Sr. Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: May 8, 2024

SUBJECT: Rezone a 3,7026 sq ft parcel from Highway and Arterial Business (B-3) Zone District to Government Use (S-1) Zone District.

APPLICANT: The City of Pueblo

PROPERTY OWNER: Same

LOCATION: 111 Victory Lane

EXISTING ZONE: Highway and Arterial Business (B-3) Zone District

PROPOSED ZONE: Government Use (S-1) Zone District.

CONCURRENT REQUESTS: GU-23-05, 111 VICTORY LANE FIRE STATION #6
RPB-23-16, 111 VICTORY LANE FIRE STATION #6
C-23-33, 111 VICTORY LANE FIRE STATION #6

REQUEST:

The City is requested to rezone 3,7026 sq ft, of the southern portion of Parcel B, of the Trinity Subdivision, Rearrangement of Property Boundaries RPB-23-16 from Highway and Arterial Business (B-3) Zone District to Government Use (S-1) Zone District, fulfilling condition two of the Fire Station 6, Development Review approval (GU-23-05)

BACKGROUND AND ANALYSIS:

In September of 2022, Pueblo City Council approved the rezoning of 1.52 acres from a Highway and Arterial (B-3) Zone District to a Government Use (S-1) Zone District to facilitate the construction of Fire Station #6 (Z-22-09). However, in the plan development, it was determined that the fire station development would need to extend beyond the portion of the property that had been rezoned. A rearrangement of property boundaries, Trinity Subdivision Rearrangement of Property Boundaries, RPB-23-16, was filed to accommodate the additional land needed for the Fire Station 6 development. Therefore, the southern portion of Parcel B must be rezoned from B-3 to S-1 to create a uniformly zoned and consistent lot for the development.

The new Fire Station #6, which will replace the existing Fire Station #6, will provide facilities to isolate the truck room contaminants from the living quarters and cleaning facilities to allow fire fighters to decontaminate themselves properly. The new station will also include two full bays, a partial bay, office spaces, communal living, a kitchen, full bedrooms for up to eight firefighters, private bathrooms to accommodate all genders, and a gym space to work out.

The proposed fire station will have modern architectural detailing and will be constructed on Parcel B (103,126 sq. ft.) of the Trinity Subdivision Rearrangement of Property Boundaries. Development plans for Fire Station 6 were approved by

the Planning and Zoning Commission on January 10, 2023, GU-23-05, with the condition that the southern portion of the property be rezoned to S-1, this request fulfill the condition to rezone.

SITE CHARACTER:

The site is currently an undeveloped open space.

NEIGHBORHOOD COMPATIBILITY:

Zone:		Developed with:
North	Government Use (S-1) Zone District.	E 4 TH Street
East	Light Industrial (I-2) Zone District	Tom's Towing and Recovery
South	Highway and Arterial Business (B-3) Zone District	Undeveloped Land
West	Highway and Arterial Business (B-3) Zone District	Undeveloped Land

COMPREHENSIVE PLAN:

The area proposed to be rezoned is designated as Commercial mixed-use by the "Pueblo Regional Comprehensive Plan, 2022." According to the Comprehensive Plan, Commercial mixed-use has a mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. Infill and redevelopment are encouraged to reduce surface parking and revitalize underutilized areas.

The proposed rezoning, to facilitate the new fire station, will provide improved emergency services to the immediate area; improved government services does not conflict with the Comprehensive Plan Designation and is an appropriate use.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

§17-4-51 (27) Governmental Use District (S-1):

b. Development Plan. When any property zoned S-1 is to be developed or redeveloped, the development plan therefore shall be first submitted for review and approval by the Planning and Zoning Commission. The decision of the Planning and Zoning Commission shall be made after notice and public hearing has been held in the manner required for a zoning map amendment. The Planning and Zoning Commission may approve, disapprove, or approve the development plan with conditions normally imposed or required for development of similarly situated private property, including but not limited to the effect of the development plan on adjacent properties, matters relating to lot area, dimensions and coverage, building heights, setbacks, landscaping, loading zones, parking and lighting.

- Lot size and area: Parcel B is 103,126 sq. ft
- Lot coverage: 13,428 sq. ft. (13% Lot coverage)
- Setbacks: 34'-Front, 46'-Rear, 99'-Side South, 102'-Side North

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

1. The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

Comment: The application contains applicant's information

2. The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

Comment: The property owner signed the application.

3. The nature of the amendment and a legal description of the property that would be affected by the amendment.

Comment: A full legal description of the property was provided with the application.

4. A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

Comment: The applicant proposes to use the property as two single family residences located on separate parcels.

5. A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Comment: A preliminary site plan has been provided.

6. A statement of the proposed time schedule for beginning and completion of development.

Comment: The applicant indicated that work would start in 2024

7. A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

Comment: The applicant has provided a statement that he can complete this project.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1. Further the goals and objectives of the comprehensive land use plan, or
 - This rezoning supports the goals and objectives of the comprehensive land use plan by improved facilities and response times for emergency workers such as fire fighters.
2. Show that the area has changed significantly since the adoption of the comprehensive land use plan
 - Not Applicable
3. Show that there was a mistake or error made in the original zoning of the property.
 - Not Applicable

RECOMMENDED ACTION:

If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate.

REFERRAL AGENCIES AND COMMENTS:

Pueblo City/County Health	No comment
City Transportation	No comment
Pueblo Regional Building Department	No comment
City Fire Department	No comment
City Public Works Department	No comment
City Stormwater Department	No comment
City Code Enforcement	No comment
Pueblo Board of Water Works	No comment
City Wastewater Department	No comment
City Parks and Recreation Department	No comment
City Law Department	No comment
Xcel Energy	No comment
Black Hills Energy	No comment
CDOT	No comment

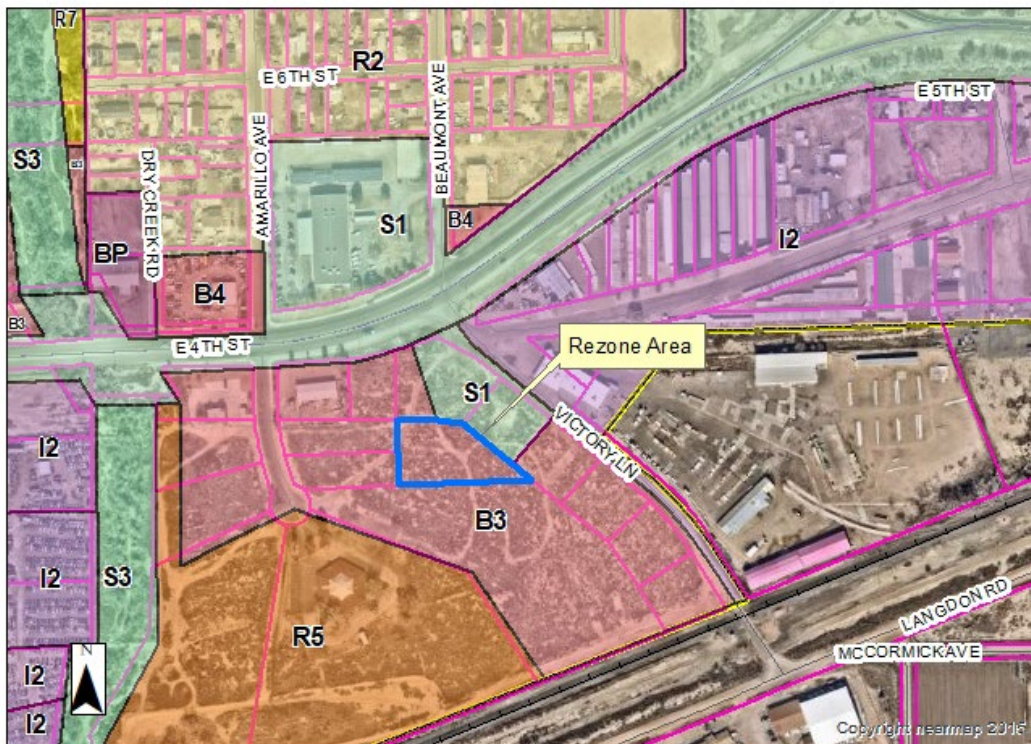
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Application and Zoning Exhibit
- F. Trinity Subdivision Rearrangement of Property Boundaries_____

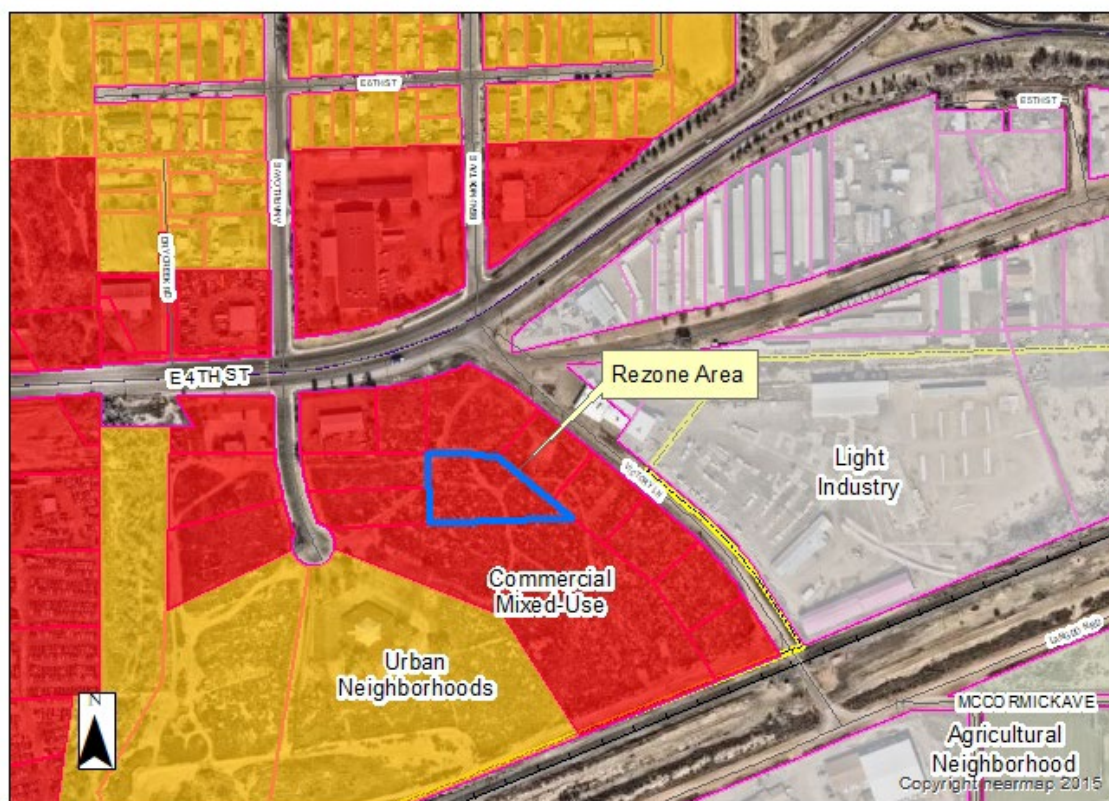
A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Site Photos

E. Application and Zoning Exhibit

2/27/24, 9:00 AM

PZ-23-42



City of Pueblo PLACE

2/27/2024

PZ-23-42

Planning & Zoning
Commission Applications
Status: Active
Submitted On: 8/14/2023

Primary Location

111 VICTORY LN
PUEBLO, CO 81001

Owner

CITY OF PUEBLO
1 CITY HALL PL PUEBLO , CO
81003-4201

Applicant

Kelly Grisham
 719-553-2254
 kgrisham@pueblo.us
 3231 Tod Street
Pueblo, CO 81005

Hearing Information (Office Use Only)

Number of cases

3

Address Validation by GIS?

☐**Planner Assigned**

Planner 3

Case 1 - Number

GU-23-05

Case 2 - Number

Z-24-02

Case 3 - Number**P&Z****P&Z Hearing Date**

—

Case 1 - P&Z Hearing Results

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Case 2 - P&Z Hearing Results

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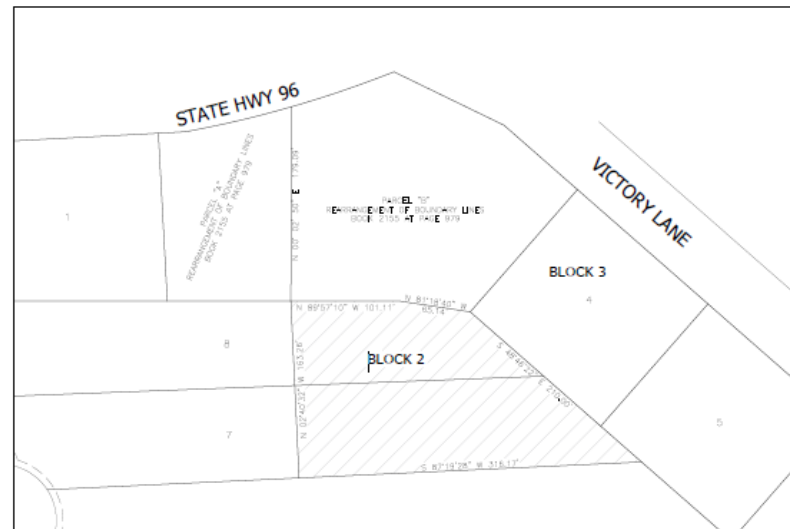
Case 3 - P&Z Hearing Results

—

City Council

RE-ZONING EXHIBIT

PORTION OF LOT 7 AND LOT 8, BLOCK 2, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO



LEGAL DESCRIPTION:

A parcel of land located in the northeast 1/4 of the northwest 1/4 of Section 33 Township 20 South, Range 64 West of the 6th Principal Meridian, in the County of Pueblo and State of Colorado, and being more particularly described as follows:

Considering the south line of Parcel "B" of the Rearrangement of Property Boundaries recorded in Book 2155 at Page 979 in the Pueblo County records to bear S89°57'10"E and all bearings contained herein being relative thereto. Both ends of said south line being monumented with a No. 4 rebar with a 2" aluminum cap stamped with PLS. No. 31925.

Beginning at the southeast corner of Parcel "A" in said Rearrangement of Property Boundaries, said point being on the north lot line of Lot 8, Block 2 in the Trinity Subdivision recorded June 12, 1981 in Book 2076 at Page 311 in the Pueblo County records, thence S89°57'10"E along said north line of Lot 8, a distance of 101.11 feet, thence S81°18'40"E, a distance of 65.14 feet, thence S48°46'22"E, a distance of 210.00 feet to the southeast corner of Lot 7, Block 2 of said Trinity Subdivision; thence S87°19'28"W along the south lot line of said Lot 7, a distance of 316.17 feet, thence N02°40'32"W, a distance of 163.26 feet to the Point of Beginning.

Said parcel of land containing 0.85 acres, more or less

LEGEND:



FROM B-3 to S-1



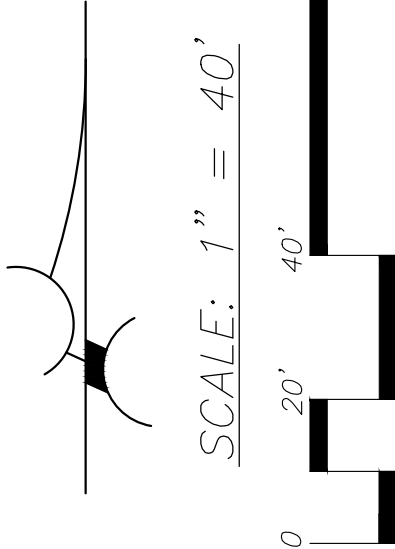
REARRANGEMENT OF PROPERTY BOUNDARIES RPB-23-XX

REARRANGEMENT OF PROPERTY BOUNDARIES OF PARCEL "B" OF REARRANGEMENT OF BOUNDARIES IN BOOK 2155 AT PAGE 979, AND LOTS 7 & 8, BLOCK 2, & LOT 4, BLOCK 3 IN TRINITY SUBDIVISION
COUNTY OF PUEBLO, STATE OF COLORADO

KNOW ALL MEN BY THESE PRESENTS: That the City of Pueblo, a Municipal Corporation, and Global Proposal, LLC, a Colorado Limited Liability Company, being the sole owners of the following described properties:

PROPERTY DESCRIPTION
Four parcels of land located in a portion of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado, being more particularly described as follows:

Lots 7 & 8, Block 2, and
Lot 4, Block 3, and
Parcel "B" of Rearrangement of Boundaries in Book 2155, Page 979,
Containing 3.45 acres, more or less



SCALE: 1" = 40'

LEGEND

P.O.B. POINT OF BEGINNING

- FOUND 2" ALUMINUM CAP L.S. 31925
- FOUND NO. 4 REBAR - NO CAP
- FOUND NO. 4 REBAR w/ RED PLASTIC CAP (L.S. 10895)
- SET NO. 4 REBAR w/ PLASTIC CAP (L.S. 38485)

BASIS OF BEARINGS:

EAST LINE OF PARCEL "A" REARRANGEMENT OF BOUNDARIES IN BOOK 2155 AT PAGE 979 TO BEAR N. 01°59'19" W.

STATUS OF IMPROVEMENTS

Existing	Proposed	Existing	Condition
sidewalk	x	Not	
curb & gutter	x		Good
street paving	x		Fair
sanitary sewer	x		Good
water sewer	x		Good
electric	x		Good
telephone	x		Good
gas	x		Good

IN WITNESS WHEREOF, Nicholas Gradisher, Mayor of the City of Pueblo, a municipal corporation, sets his hand and seal this _____ day of _____, 20____ A.D.

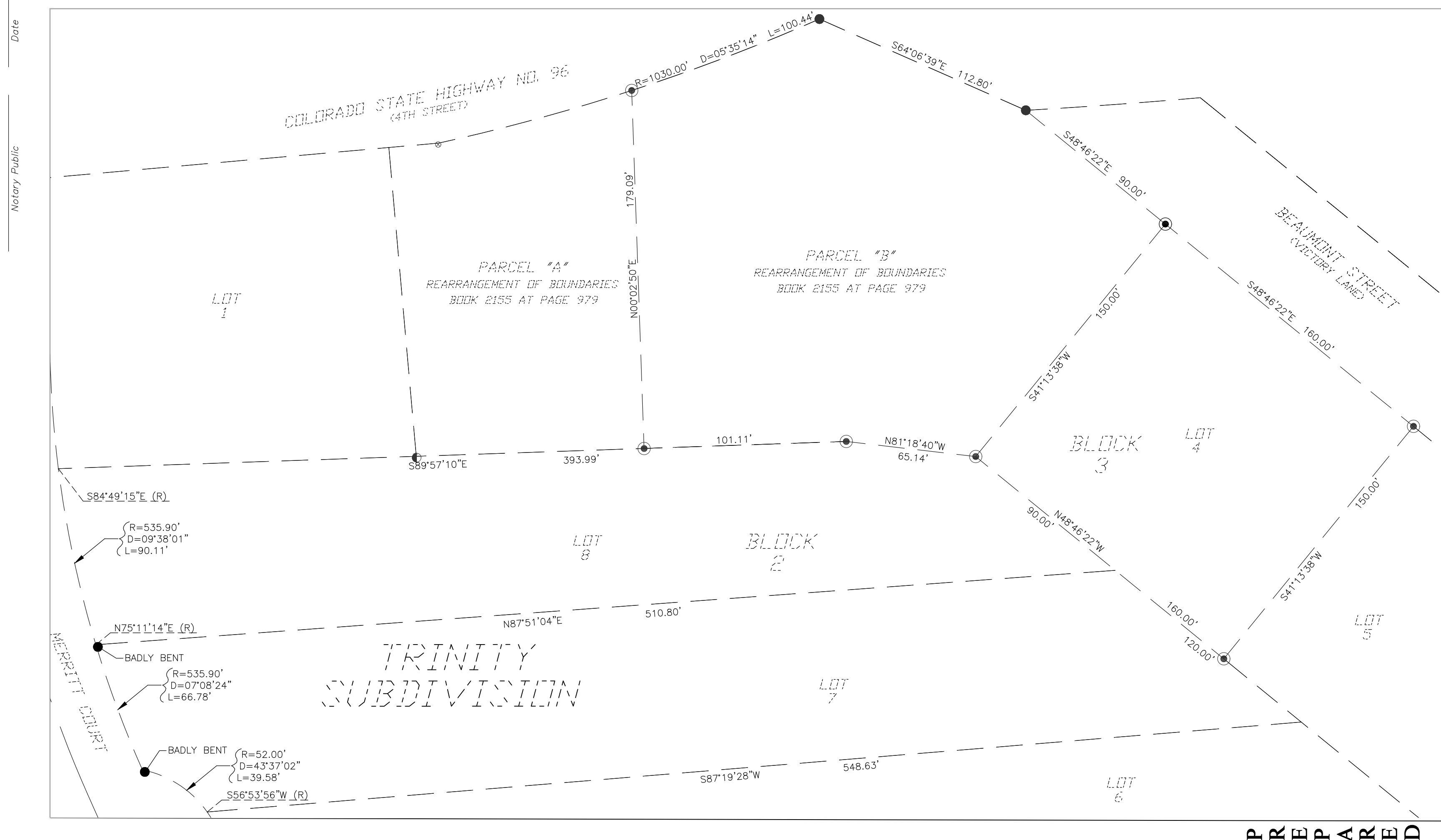
The City of Pueblo,
a Municipal Corporation

Nicholas Gradisher, Mayor
City of Pueblo

STATE OF _____
COUNTY OF _____

_____, do hereby certify that Nicholas Gradisher, Mayor of the City of Pueblo, a municipal corporation, who is personally known to me to be the judicial officer of Global Proposal, LLC, a Colorado Limited Liability Company, has appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said municipal corporation.

WITNESS my hand and notarial seal this _____ day of _____, 20____ A.D.
My Commission Expires:
Address:



AS PLATTED
Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.

— SURVEYOR'S CERTIFICATION —

This is to certify that we have prepared this plat and that it complies with the minimum standards for Land Survey Plats as set forth in the Colorado Revised Statutes, and that it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date: _____ By: _____

Michael Leleand Quapp,
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of
NorthStar Engineering and Surveying, Inc.

— 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 Dept.

APPROVAL ATTESTED BY:

By: _____
Department of Planning &
Community Development

By: _____
Administrative Official

Date: _____ By: _____
Director of Public Works Dept.

IN WITNESS WHEREOF, _____ of Global Proposal, LLC, a Colorado Limited Liability Company, sets their hand and seal this _____ day of _____, 20____ A.D.

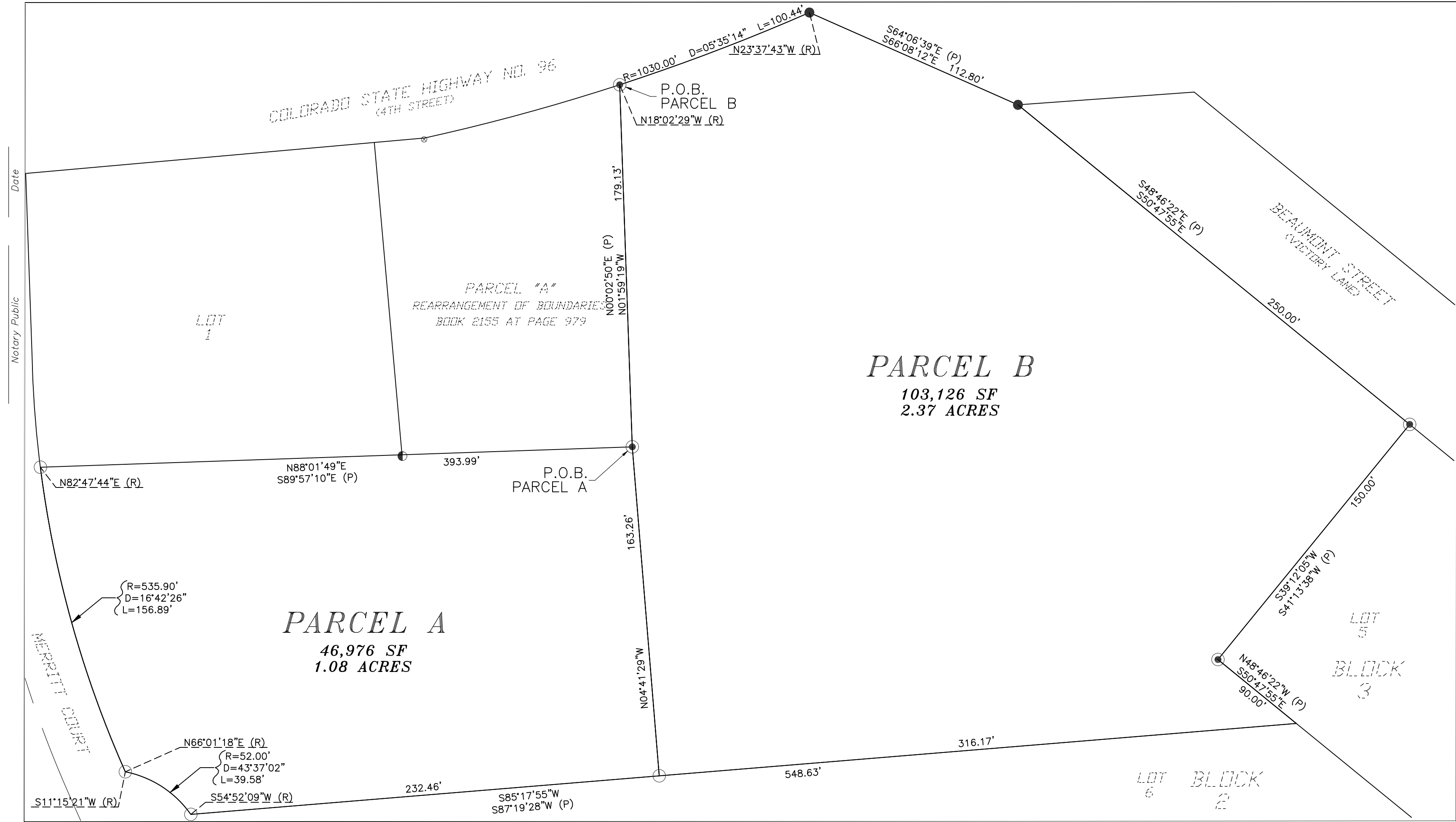
Global Proposal, LLC,
a Colorado Limited Liability Company

Global Proposal, LLC

STATE OF _____
COUNTY OF _____

_____, do hereby certify that _____, a Notary Public in and for the County of _____, State of _____, has appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said municipal corporation.

WITNESS my hand and notarial seal this _____ day of _____, 20____ A.D.
My Commission Expires:
Address:



AS REARRANGED

JUN 2202701

SHEET 1 OF 1



April 18, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **The City of Pueblo** for the approval of the following application:

Z-24-02: Fire Station #6 Rezone: Rezoning a 3,7026 sq ft parcel from Highway and Arterial Business (B-3) Zone District to Government Use (S-1) Zone District. The property is located at 111 Victory Lane generally located south of E 4th Street and west of Vision Lane. Full legal description on file.

The Planning and Zoning Commission meeting will be held on May 28, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

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The Planning and Zoning Commission meeting will be held on May 28, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

CASE NUMBER: Z-24-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 111 Victory Lane to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

March , 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 111 Victory Lane. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March , 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStree	OwnerCity	Owner	OwnerZip
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
COLORADO METAL SPINNING INC	2701 E 4TH ST	PUEBLO	CO	81001-4257
CORNELLA BROS LLC	2730 N 9H ST	CANON CIT	CO	81212-8516
TRINITY LIFE CENTER	36 MERRITT CT	PUEBLO	CO	81001-4258
MONTOYA ROBERT JR/MONTOYA RONALD	6 MERRITT CT	PUEBLO	CO	81001-4258
GLOBAL PROPOSAL	PO BOX 1280	MORRISON	CO	80465-5280
B M C WEST CORPORATION + C/O MARVIN F POER AND CO SPS RE ,	PO BOX 52427	ATLANTA	GA	30355-0421



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 10, 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 AMENDING ZONING RESTRICTIONS OF 26.3-ACRES AT THE RUNYON SPORTS COMPLEX FROM I-3, HEAVY INDUSTRIAL ZONE DISTRICT AND S-1, GOVERNMENT USE ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 26.3-acres at the Runyon Sports Complex from I-3, Heavy Industrial and S-1, Government Use Zone Districts to S-1, Government Use Zone Districts to create one consistent zone district for the entire complex.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo County is requesting to rezone the Runyon Sports Complex which is currently zoned I-3 and S-1. The purpose of the rezoning is to create one consistent zone district for the entire complex. The County did not indicate why they want to rezone, but the S-1, Government Use District is an appropriate zoning for the entire area. The existing I-3, zoning appears to be an extension of the industrial and railroad uses located north of the County's property. The City may have anticipated Industrial Development growth in this area in the late 1960's; however, the Runyon Sports Complex development expanded rather than industrial development. The proposed Government Use District will allow for the continued use of the ballfields and future expansion of the complex. Future development of the site may require Planning and Zoning Commission review prior to construction.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 8, 2024 Regular Meeting, voted 6-0 to recommend approval, Commissioner Maestri absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-24-03 Runyon Field Complex Attachments

ORDINANCE NO. 10725

AN ORDINANCE AMENDING ZONING RESTRICTIONS OF 26.3-ACRES AT THE RUNYON SPORTS COMPLEX FROM I-3, HEAVY INDUSTRIAL ZONE DISTRICT AND S-1, GOVERNMENT USE ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from I-3, Heavy Industrial and S-1, Government Use Zone Districts to S-1, Government Use Zone District:

A parcel of land located in the City of Pueblo, County of Pueblo, State of Colorado, to-wit:
A parcel of land being a portion of the NW 1/4 of Section 6, Township 21 South, Range 64 West and a portion of the SW 1/4 of Section 31, Township 20 South, Range 64 West of the Sixth Principal Meridian, and in Stanton and Snyder's Subdivision, recorded in June 6, 1887, at reception number 23103 in the records of the Pueblo County Recorder, City of Pueblo, County of Pueblo, State of Colorado, more particularly described as follows to-wit:

Beginning at a point which bears N 43' 29' 23" E, a distance 42.38 feet from the city monument at the intersection
of Locust Street and Stanton Avenue, (bearings are based on the City Survey monument line between monuments located at the intersection of Moffat Street and Locust Street and at the intersection of Stanton Avenue and Locust Street assumed to bear S 87' 47' 23" W, monumented at both ends with iron box and stone with lead plug and tack);
1) Thence N 01' 34' 32" W, along the West line of Blocks 4 and 14 in said Stanton and Snyder's Subdivision, a distance of 680.41 feet to the northwest corner of Lot 17 in Block 4, of Stanton and Snyder's Subdivision;
2) Thence N 89' 07' 50" E, along the North Line of said Lot 17, a distance of 40.20 feet, to the northeast corner of said Lot 17;
3) Thence S 01' 34' 32" E and along the east line of said Block 4, a distance of 50.00 feet, to the southwest corner of a parcel of land recorded in Book 1909 at Page 114 of the Pueblo County Records;

Thence along the said Parcel the following four (4) courses:

- 4) Thence N 89' 58' 29" E, a distance of 182.00 feet;
- 5) Thence N 01' 34' 32" W, a distance of 280.00 feet;
- 6) Thence N 07' 02' 28" W, a distance of 70.32 feet;
- 7) Thence S 89' 58' 27" W, a distance of 175.30 feet, to the east line of said Block 4;
- 8) Thence N 01' 34' 32" W, a distance of 117.65 feet;
- 9) Thence N 44' 04' 48" E, a distance of 303.48 feet;
- 10) Thence S 48' 28' 15" E, a distance of 720.21 feet;
- 11) Thence along the arc of a curve to the Left 612.37 feet and a radius of 1052.34 feet, the chord of which bears S 65' 35' 52" E, a distance of 603.77;
- 12) Thence S 79' 39' 56" E, a distance of 93.62 feet;
- 13) Thence S 22' 35' 07" E, a distance of 396.23 feet;

- 14) Thence N 88' 53' 26" W, a distance of 623.94 feet, to a point at the easterly most corner of a tract recorded in Book 2464 at Page 30 of the Pueblo County Records to a non tangent curve;
- 15) Thence southerly along the arc of a non-tangent curve concave northwesterly said curve having a radius of 310.0 feet and a central angle of 60' 24' 41" , a distance of 326.86 feet to a point from which
- 16) Thence S 73' 07' 38" W, non-tangent to said curve ,a distance of 280.72 feet;
- 17) Thence S 87' 33' 54" W, a distance of 128.55 feet:
- 18) Thence N 77' 14' 47" W, a distance of 95.42 feet to the southeast corner of Lot 20, Block 14, Stanton and Snyder's Subdivision;
- 19) Thence N 89' 28' 30" W a distance of 121.29 feet to the southwest corner of Lot 20, Block 14 Stanton and Snyder's Subdivision, more or less, to the Point of Beginning.

AND

That portion of Lots 17 and 33 through 36 of Block 16 lying south and east of the boundary line of that property described in that document filed for record in the Office of the Pueblo County Clerk and Recorder on September 14, 1989 at Reception No. 898028 and all of Lots 13, 14 and 33 of Block 17, all in Stanton and Snyder's Subdivision according to that plat filed for record in the Office of the Pueblo County Clerk and Recorder on June 6, 1887 at Reception No. 23103, Pueblo County, Colorado.

Reserving to the grantor hereof the right to utilize the property for flood control purposes and the right to maintain the grading within the property.

SECTION 2.

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

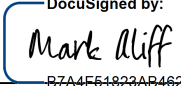
SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 28, 2024.

Final adoption of Ordinance by City Council on June 10, 2024.

DocuSigned by:

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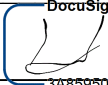
President of City Council

Action by the Mayor:

☒ Approved on 6/11/2024 | 12:29 PM MDT.

☐ Disapproved on based on the following objections:

DocuSigned by:



3A85950B7BCA462...

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

DocuSigned by:



7C02EBDFFC3D43C...

City Clerk

SUPPELEMENTAL PLAT of RUNYON FIELD COMPLEX

PORTION OF BLOCKS IN STANTON & SNYDER'S SUBDIVISION
AND PART OF THE SW 1/4 , SECTION 31, T. 20 S., R. 64 W., AND PART OF THE NW 1/4 SECTION
6, T.21 S., R. 64 W., OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO

LEGAL DESCRIPTION

A parcel of land located in the City of Pueblo, County of Pueblo, State of Colorado, to-wit:

A parcel of land being a portion of the NE 1/4 of Section 6, Township 21 South, Range 64 West and a portion of the SW 1/4 of Section 31, Township 20 South, Range 64 West of the Sixth Principal Meridian, and in Stanton and Snyder's Subdivision, recorded in June 5, 1887, at reception number 23103 in the records of the Pueblo County Recorder, City of Pueblo, County of Pueblo, State of Colorado, more particularly described as follows to-wit:

Beginning at a point which bears N 43° 29' 23" E, a distance 42.38 feet from the city monument at the intersection of Locust Street and Stanton Avenue, (bearings are based on the City Survey monument line between monuments located at the intersection of Moffat Street and Locust Street and at the intersection of Stanton Avenue and Locust Street assumed to bear S 87° 47' 23" W, monumented at both ends with iron pins and stone with lead plug and lead);

1) Thence N 01° 34' 32" W, along the West line of Block 4 and 14 in said Stanton and Snyder's Subdivision, a distance of 800.41 feet to the northeast corner of Lot 17 in Block 4, of Stanton and Snyder's Subdivision;

2) Thence N 80° 07' 50" E, along the North line of said Lot 17, a distance of 40.20 feet, to the northeast corner of said Lot 17;

3) Thence S 01° 34' 32" E, along the East line of said Block 4, a distance of 50.00 feet, to the southeast corner of a parcel of land recorded in Book 1808 at Page 114 of the Pueblo County Records;

Thence along the said parcel the following four (4) courses:

4) Thence N 80° 07' 50" E, a distance of 162.00 feet;

5) Thence N 01° 34' 32" W, a distance of 280.00 feet;

6) Thence N 07° 30' 38" W, a distance of 70.32 feet;

7) Thence S 86° 50' 27" W, a distance of 175.30 feet, to the East line of said Block 4;

8) Thence N 01° 34' 32" W, a distance of 117.65 feet;

9) Thence N 48° 04' 48" E, a distance of 353.40 feet;

10) Thence S 48° 29' 15" E, a distance of 750.21 feet;

11) Thence along the arc of a curve to the Left 612.37 feet and a radius of 1052.34 feet, the the chord of which bears S 87° 25' 32" E, a distance of 603.77;

12) Thence S 79° 39' 58" E, a distance of 63.62 feet;

13) Thence S 22° 35' 07" E, a distance of 304.53 feet;

14) Thence N 88° 53' 56" W, a distance of 623.84 feet, to a point at the easterly most corner of a tract recorded in Book 2444 at Page 30 of the Pueblo County Records to a new tangent curve;

15) Thence southerly along the arc of a run-tangent curve concave northwesterly said curve having a radius of 2102 feet and a central angle of 60° 24' 41", a distance of 328.36 feet to a point from which

16) Thence S 73° 07' 36" W, non-tangent to said curve, a distance of 280.72 feet;

17) Thence S 87° 35' 54" W, a distance of 158.55 feet;

18) Thence N 77° 16' 43" W, a distance of 95.42 feet to the southeast corner of Lot 20, Block 14, Stanton and Snyder's Subdivision;

19) Thence N 80° 28' 30" W, a distance of 121.29 feet to the southeast corner of Lot 20, Block 14 Stanton and Snyder's Subdivision, more or less, to the Point of Beginning.

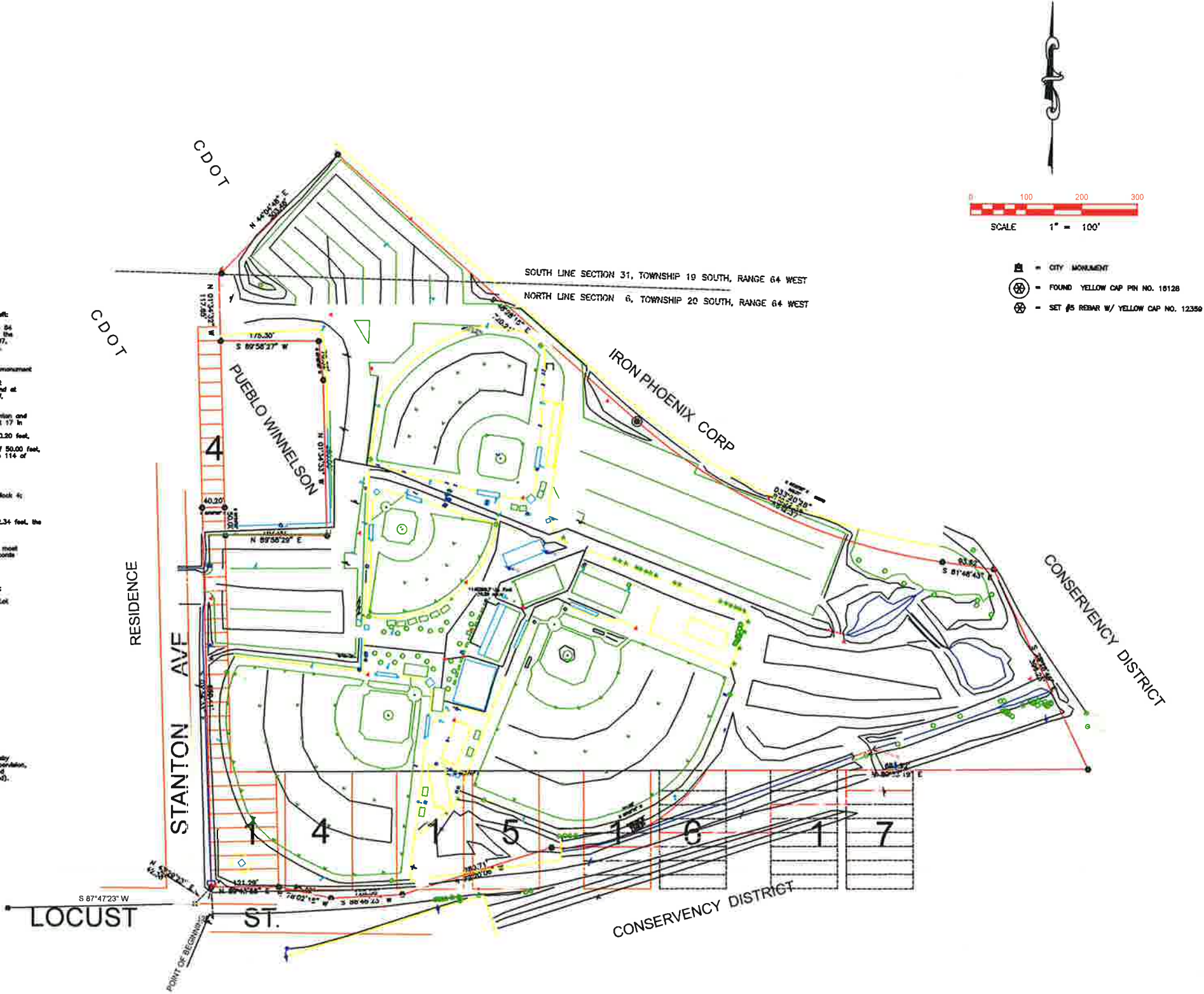
AND

That portion of Lots 17 and 33 through 36 of Block 18 lying south and west of the boundary line of that property described in that document filed for record in the Office of the Pueblo County Clerk and Recorder on September 14, 1988 at Reception No. 088020 and all of Lots 13, 14 and 33 of Block 17, all in Stanton and Snyder's Subdivision according to that plat filed for record in the Office of the Pueblo County Clerk and Recorder on June 6, 1887 at Reception No. 23103, Pueblo County, Colorado.

Reserving to the grantor hereof the right to utilize the property for flood control purposes and the right to maintain the grading within the property.

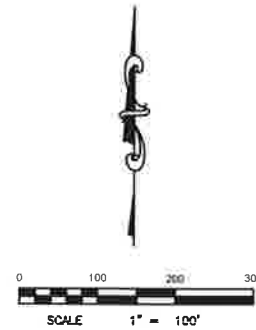
SURVEYOR'S CERTIFICATE

I, Daniel R. Hawley, a professional land surveyor registered in the State of Colorado, hereby certify that a survey of the above described property was conducted under my direct supervision, responsibility and direction and that the survey complies with the minimum standards for land surveys and plats as set forth in Section 30-61-108 C.R.S. 1973 (as amended).



LAND SURVEY PLAT

PORTION OF BLOCKS IN STANTON & SNYDER'S SUBDIVISION
AND PART OF THE SW 1/4 , SECTION 31, T. 20 S., R. 64 W., AND PART OF THE NW 1/4 SECTION
6, T.21 S., R. 64 W., OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO



-  = CITY MONUMENT
-  = FOUND YELLOW CAP PIN NO. 16128
-  = SET #5 REBAR W/ YELLOW CAP NO. 12356

LEGAL DESCRIPTION

A parcel of land located in the City of Pueblo, County of Pueblo, State of Colorado, to-wit:

A parcel of land being a portion of the NW 1/4 of Section 2, Township 21 South, Range 6 West and a portion of the SE 1/4 of Section 31, Township 20 South, Range 64 West of the 6th Principal Meridian, and in Section and Township Subdivision, recorded in June 5, 1927, at recording number 53103 in the records of the Pueblo County Recorder, City of Pueblo, County of Pueblo, State of Colorado, more particularly described as follows to-wit:

Beginning at a point which bears N 45° 25' 23" E, a distance 42.35 feet from the city monument

- (1) Thomas H 01° 34' 32" W, a distance of 100.11 feet to the northeast corner of Lot 17 in Block 14, the southeast corner of said Lot 17;
 (2) Thomas H 80° 07' 50" E, along the Harris Line of said Lot 17, a distance of 80.26 feet, to the southeast corner of said Lot 17;
 (3) Thomas H 29° 00' 00" E, along the said Lot of said Block 4, a distance of 30.00 feet, to the southeast corner of a parcel of land located in Block 1 (800 of Page 116 of the Harris County Plat Book 14, 1892);
 (4) along the said Parcel the following (a) courses:
 Thomas H 01° 34' 32" W, a distance of 100.00 feet;
 Thomas H 01° 34' 32" W, a distance of 100.00 feet;
 Thomas H 07° 05' 38" E, a distance of 79.32 feet;
 Thomas H 07° 05' 38" E, a distance of 79.32 feet;
 Thomas H 01° 34' 32" W, a distance of 100.00 feet, to the east line of said Block 4;
 Thomas H 01° 34' 32" W, a distance of 118.00 feet;
 Thomas H 01° 34' 32" W, a distance of 118.00 feet;
 Thomas H 48° 28' 18" E, a distance of 77.53 feet;
 Thomas H 48° 28' 18" E, a distance of 77.53 feet;
 (5) Thomas along the arc of a curve to the Lot 812-7 feet and a radius of 1029.34 feet, the arc being 81° 24' 30" E, a distance of 803.77 feet;
 (6) Thomas H 79° 38' 54" E, a distance of 83.62 feet;
 (7) Thomas H 52° 29' 07" E, a distance of 83.62 feet;
 (8) Thomas H 52° 29' 07" E, a distance of 83.62 feet;
 (9) Thomas H 60° 57' 38" E, a distance of 83.24 feet, to a point at the eastern end corner of a tract recorded in Block 2444, a Page 30 of the Public County Records Book 14, 1892;
 (10) Thomas similarly along the arc of a non-intersecting curve concave northwesterly, the curve being of a radius of 126.00 feet, a central angle of 82° 34' 24" E, a distance of 338.88 feet to a point on Thomas;
 (11) Thomas H 72° 07' 38" E, non-intersecting to said curve a distance of 250.92 feet;
 (12) Thomas H 72° 07' 38" E, a distance of 126.00 feet;
 (13) Thomas H 77° 14' 47" E, a distance of 80.42 feet to the southeast corner of Lot 16 in Block 14, the Harris County Plat Book 14, 1892;
 (14) Thomas H 88° 28' 18" E, a distance of 131.39 feet to the southeast corner of said Block 14 Shelden and Taylor's Subdivision, more or less, to the Point of Beginning.

AND

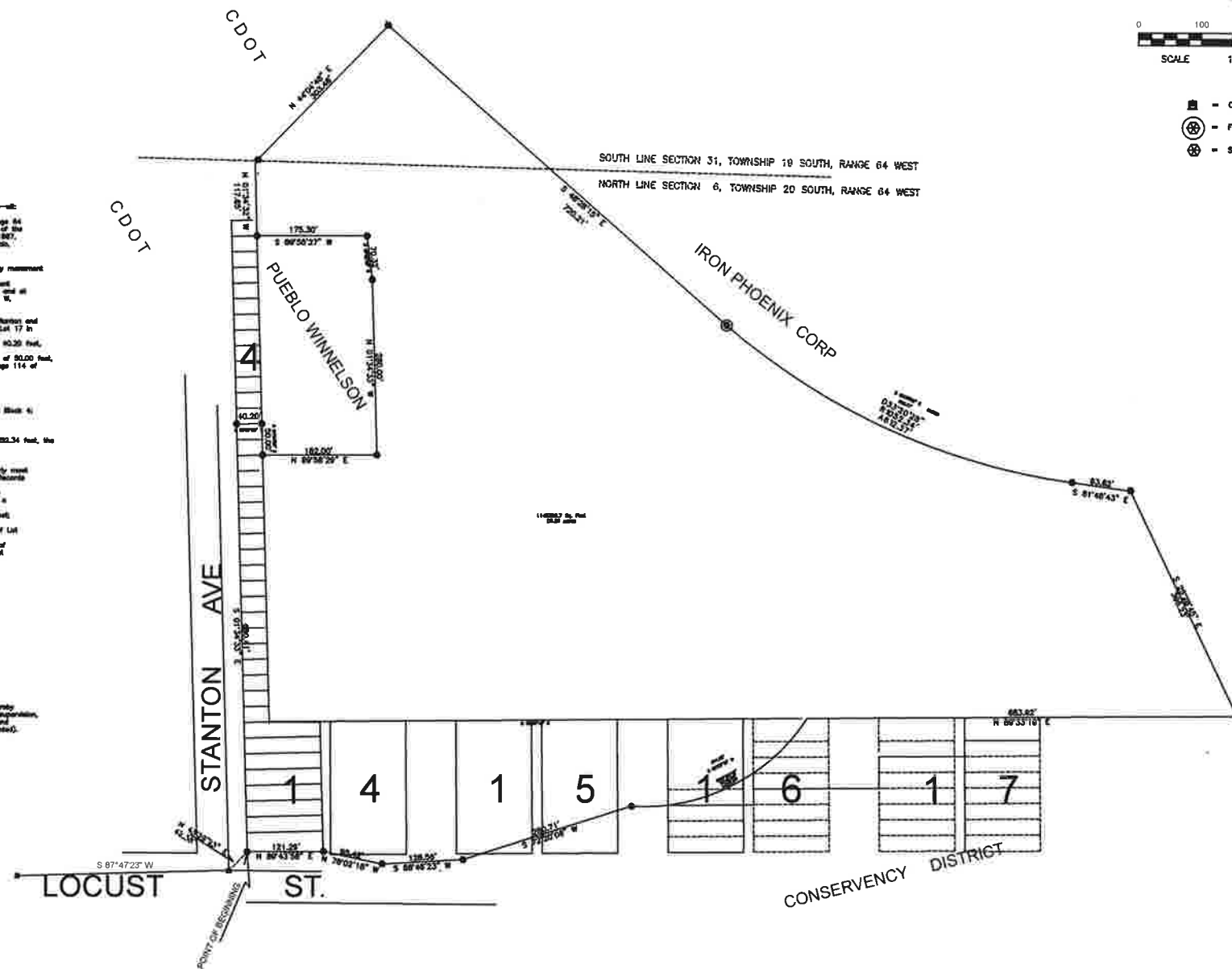
That portion of Lots 17 and 33 through 36 of Block 18 lying south and east of the boundary line of that property described in that document filed for record in the Office of the Pueblo County Clerk and Recorder on September 14, 1928 at Reception No. 886033 and all of Lots 13, 14 and 33 of Block 17, of the Shanton and Ingler's Subdivision according to that plat filed for record in the Office of the Pueblo County Clerk and Recorder on June 6, 1887 at Reception No.

Reserving to the grantor herself the right to utilize the property for flood control purposes and the right to maintain the grading within the property.

SURVEYOR'S CERTIFICATE

I, Donald H. Hankins, a professional land surveyor registered in the State of Colorado, hereby certify that a survey of the above described property was conducted under my direct supervision, responsibility and checking. That the survey was compared with the minimum standards for land surveys and plots as set forth in Section 30-51--108 E.F. Stat. Ch. 202 (as amended).

DANIEL R. HIXTON AL 13308



Pueblo County Department of Engineering & Public Works

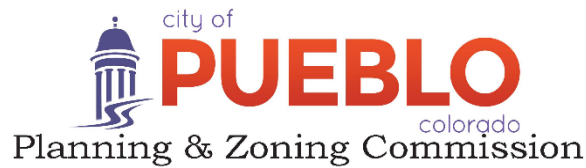


33601 United Ave.
Pueblo, CO. 81001
Phone: (719) 583-6040

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday May 8, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:35p.m. with Commissioner Castellucci presiding.

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

Commissioners Absent: Regina Maestri.

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

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move items V-23-11, S-23-11, SAP-23-04, Z-24-05, and GU-23-06 to the June 12, 2024, meeting and approve the agenda as amended, seconded by Aznar.

Motion Passed: 6-0.

1. Z-24-03 Rezone: Rezone Runyon Field Complex, 26.3 acres from I-3, Heavy Industrial District and S-1, Government Use District, to S-1 Government Use District. Staff report by Beritt Odom, Principal Planner

Hearing: Applicant Gregory George was sworn in and spoke in favor of the application. No one appeared in opposition.

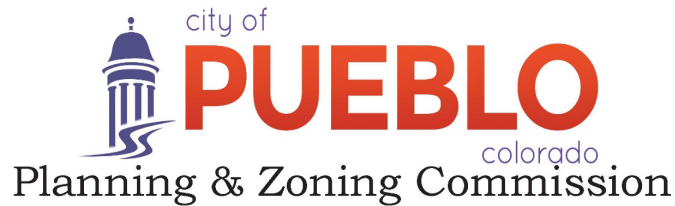
Commission Action: Bailey moved to recommend the application be referred to City Council with standard conditions, seconded by Spinuzzi.

Motion Passed: 6-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-24-03

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: May 8, 2024

SUBJECT: Rezone Runyon Sports Complex, 26.3 acres from I-3, Heavy Industrial District and S-1, Government Use District, to S-1 Government Use District.

APPLICANT: Dan Hanten, Pueblo County

PROPERTY OWNER: Pueblo County

LOCATION: Generally located east of I-25 and Ilex Street.

RELATED CASES: None

REQUEST:

Pueblo County is requesting to rezone the Runyon Sports Complex, which is 26.3 acres, from I-3, Heavy Industrial and S-1, Government Use District, to S-1, Government Use District to create one consistent zone district for the entire complex.

BACKGROUND AND ANALYSIS:

Pueblo County is requesting to rezone the Runyon Sports Complex which is currently zoned I-3 and S-1. The purpose of the rezoning is to create one consistent zone district for the entire complex. The County did not indicate why they want to rezone, but the S-1, Government Use District is an appropriate zoning for the entire area. The existing I-3, zoning appears to be an extension of the industrial and railroad uses located north of the County's property. The City may have anticipated Industrial Development growth in this area in the late 1960's; however, the Runyon Sports Complex development expanded rather than industrial development. The proposed Government Use District will allow for the continued use of the ballfields and future expansion of the complex. New development may require Planning and Zoning Commission review prior to construction in the future.

LAND USE AND PLANNING COMMENTS CHARACTER AND COMPATIBILITY

Site Character: The site is currently undeveloped.

Neighborhood Compatibility:

North	I-3, Heavy Industrial, undeveloped land.
East	I-3, Heavy Industrial and S-1, Government Use Zone Districts, undeveloped land and Thomas Phelps Creek.
South	S-1, Government Use, Runyon Lake.
West	I-3, Heavy Industrial, Winsupply, plumbing supply R-2, Single Family, single-family residences

COMPREHENSIVE PLAN: The Pueblo Regional Comprehensive Plan, 2022, designates the rezoning site as Institutional Mixed Use.

According to the Comprehensive Plan, Institutional Mixed Use properties accommodate public and semi-public facilities with a regional service area that may contain a mix of complementary uses. Primary land uses in the Institutional Mixed Use areas include hospitals, governmental campuses, and educational institutions. Runyon Sports Complex is owned and operated by Pueblo County for the public and therefore meets the intent of the land use designation.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

☐ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

☐ Comments **Not applicable**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

☐ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

☐ Comments **No information provided by the applicant**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

☐ Comments **No information provided by the applicant**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

☐ Comments **The application includes an aerial image and survey of the sports complex that will be rezoned.**

A statement of the proposed time schedule for beginning and completion of development.

☐ Comments **The application did not include this information**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☐ Comments **The application did not include this information**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC :**A. Purpose of S-1 Zone District Standards:**

The standards of this district are designed to retain and provide land areas held, used or controlled for governmental purposes by or for any department or branch of government, federal, state, county, municipal, school or special district, either as owner or under contract or lease with another person, and to place the public and all elected officials and public agencies on notice of proposed changes in the use and development of such public lands. *Governmental purpose* means and includes any use or activity, which is reasonably necessary in the discharge of a public or governmental function, whether it is performed by a governmental entity or another person for or on behalf of a governmental entity.

RECOMMENDED ACTION:

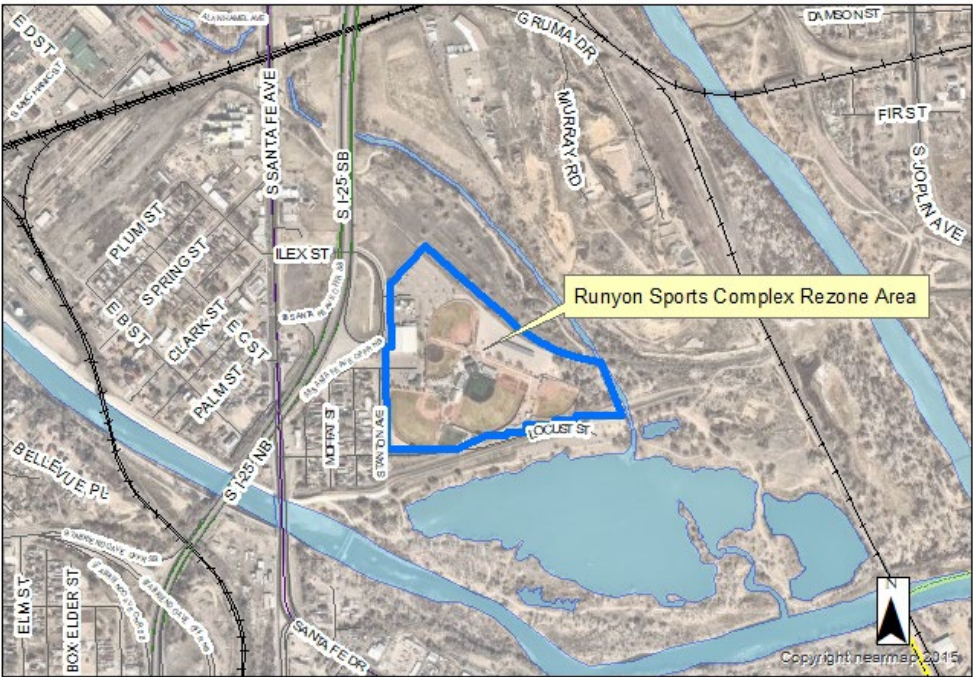
If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval is appropriate.

REFERRAL AGENCIES AND COMMENTS:

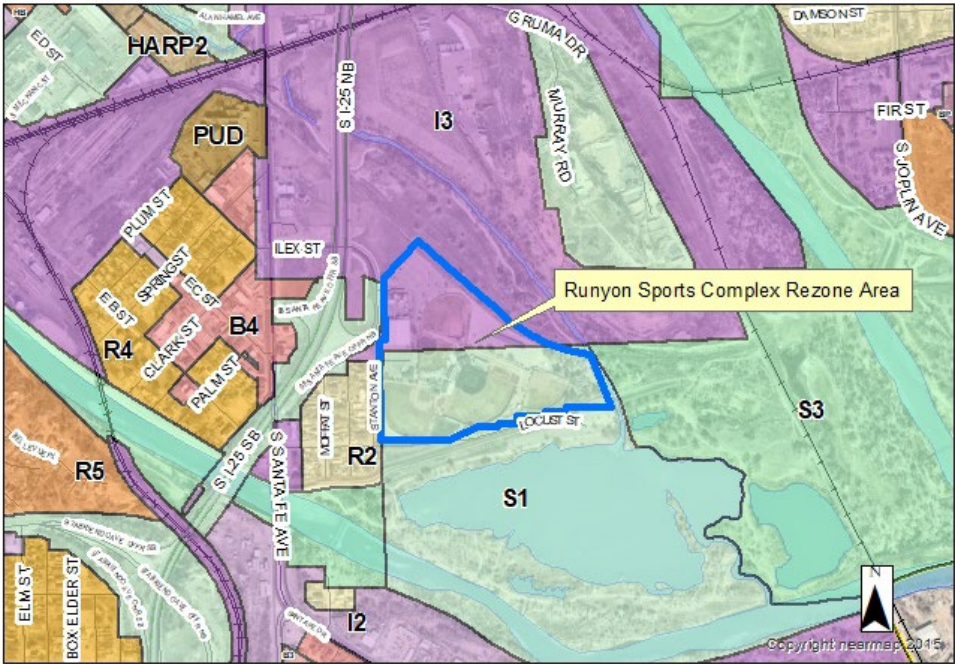
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

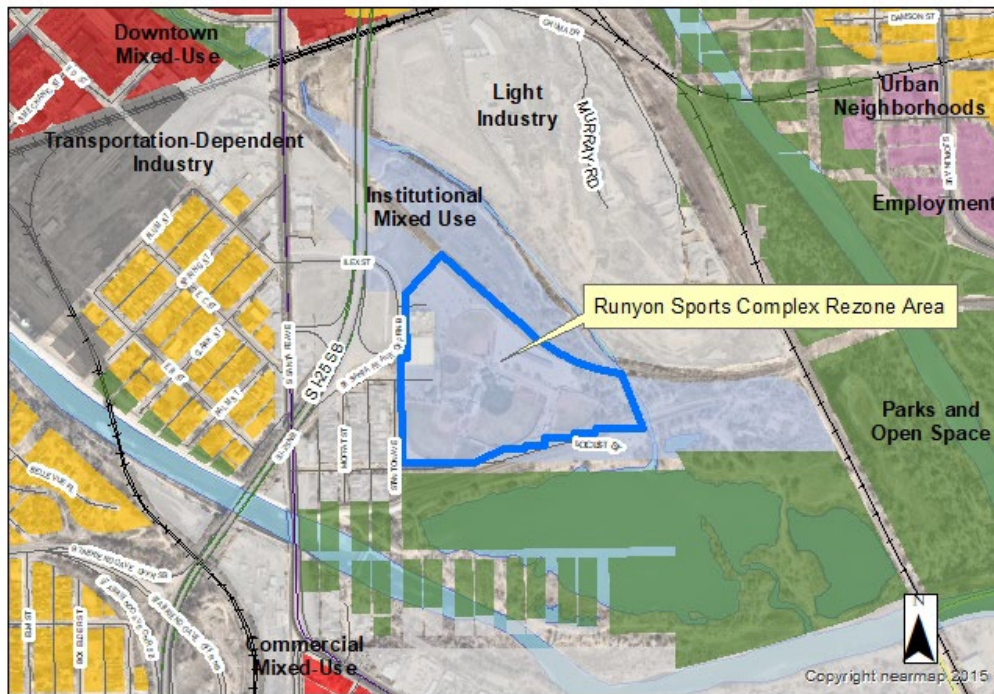
- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit
- F. Application



A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



E. Public Notice

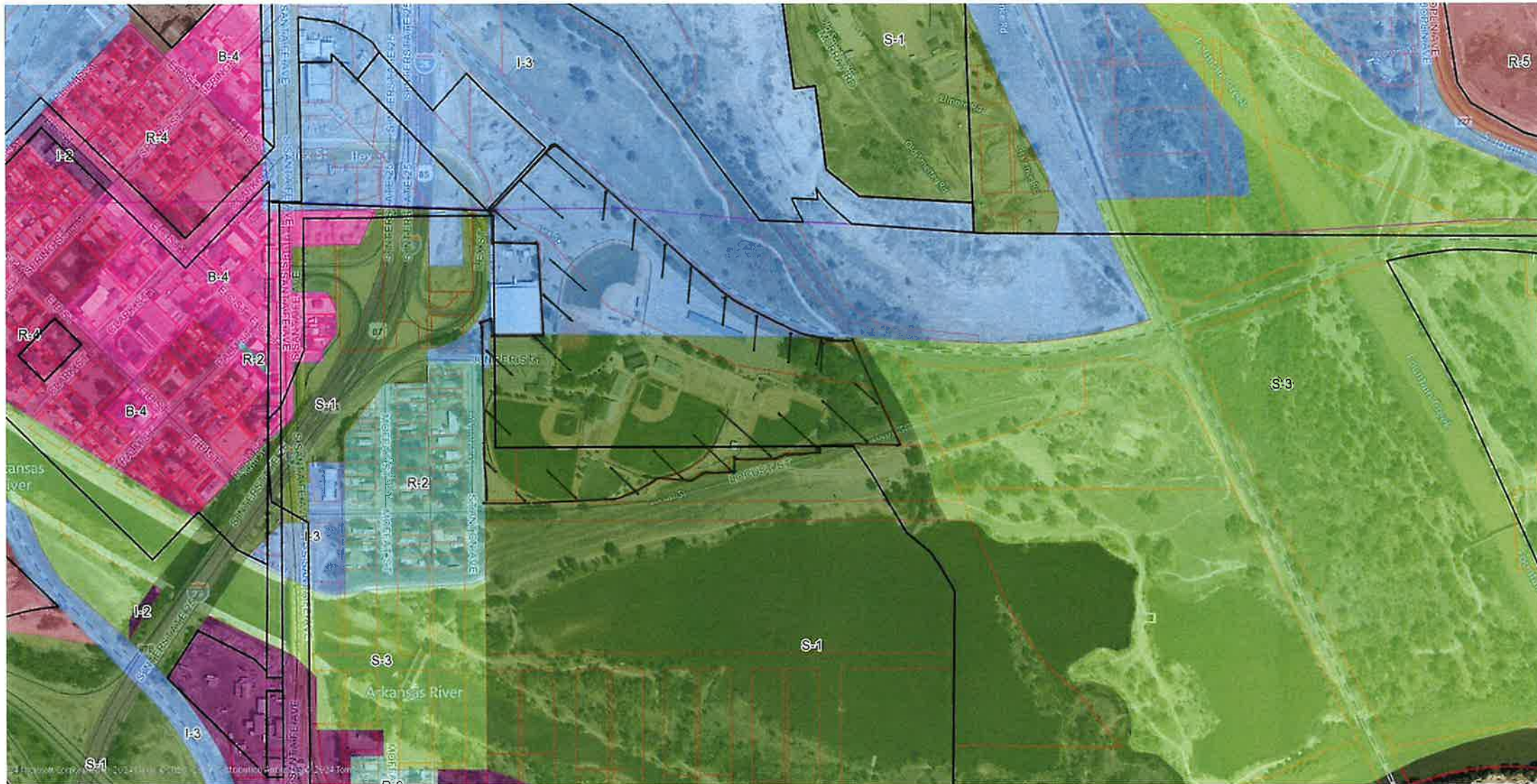


E. Runyon rezone site looking north from Ilex St.



Runyon Field entrance, rezoning site

zone



PROPERTY TO BE REZONED TO S-1

Planning & Zoning Map Amendment Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Pueblo County	
Company: Pueblo County	
Address: 215 W 10th Street	Zip: 81003
Phone: (719) 583-4752	Email: georgeg@pueblocounty.us
Applicant	
Name: Pueblo County	
Company: Pueblo County	
Address: 215 W. 10th Street	Zip: 81003
Phone: (719) 583-4752	Email: georgeg@pueblocounty.us
Person of Firm Representing Owner or Applicant	
Name: Dan Hanten	
Company: Pueblo County	
Address: 215 W. 10th Street	Zip: 81003
Phone: (719) 583-4329	Email: hantendr@pueblocounty.us
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: (address or general description) Runyon Sports Complex	
Legal Description: see attached	
Subdivision: Stanton & Snyder's Sub.	Acreage: 26.3
Existing Zone District: I3 & S1	Proposed Zone District: S1
Purpose of this Application:	
☐ To permit development of the property not allowed under the existing zone district. ☒ To provide proper zone district in conjunction with the subdivision plan for the area. ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning. ☐ Other (specify): _____ _____	

(Continue Next Page)



Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application

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☐ Other (specify): _____	

(Continue Next Page)

LEGAL DESCRIPTION

A parcel of land located in the City of Pueblo, County of Pueblo, State of Colorado, to-wit:

A parcel of land being a portion of the NW 1/4 of Section 6, Township 21 South, Range 64 West and a portion of the SW 1/4 of Section 31, Township 20 South, Range 64 West of the Sixth Principal Meridian, and in Stanton and Snyder's Subdivision, recorded in June 6, 1887, at reception number 23103 in the records of the Pueblo County Recorder, City of Pueblo, County of Pueblo, State of Colorado, more particularly described as follows to-wit:

Beginning at a point which bears N 43° 29' 23" E, a distance 42.38 feet from the city monument at the intersection

of Locust Street and Stanton Avenue, (bearings are based on the City Survey monument line between monuments located at the intersection of Moffat Street and Locust Street and at the intersection of Stanton Avenue and Locust Street assumed to bear S 87° 47' 23" W, monumented at both ends with iron box and stone with lead plug and tack);

- 1) Thence N 01° 34' 32" W, along the West line of Blocks 4 and 14 in said Stanton and Snyder's Subdivision, a distance of 680.41 feet to the northwest corner of Lot 17 in Block 4, of Stanton and Snyder's Subdivision;
- 2) Thence N 89° 07' 50" E, along the North Line of said Lot 17, a distance of 40.20 feet, to the northeast corner of said Lot 17;
- 3) Thence S 01° 34' 32" E and along the east line of said Block 4, a distance of 50.00 feet, to the southwest corner of a parcel of land recorded in Book 1909 at Page 114 of the Pueblo County Records;

Thence along the said Parcel the following four (4) courses:

- 4) Thence N 89° 58' 29" E, a distance of 182.00 feet;
- 5) Thence N 01° 34' 32" W, a distance of 280.00 feet;
- 6) Thence N 07° 02' 28" W, a distance of 70.32 feet;
- 7) Thence S 89° 58' 27" W, a distance of 175.30 feet, to the east line of said Block 4;
- 8) Thence N 01° 34' 32" W, a distance of 117.65 feet;
- 9) Thence N 44° 04' 48" E, a distance of 303.48 feet;
- 10) Thence S 48° 28' 15" E, a distance of 720.21 feet;
- 11) Thence along the arc of a curve to the Left 612.37 feet and a radius of 1052.34 feet, the chord of which bears S 65° 35' 52" E, a distance of 603.77;
- 12) Thence S 79° 39' 56" E, a distance of 93.62 feet;
- 13) Thence S 22° 35' 07" E, a distance of 396.23 feet;
- 14) Thence N 88° 53' 26" W, a distance of 623.94 feet, to a point at the easterly most corner of a tract recorded in Book 2464 at Page 30 of the Pueblo County Records to a non tangent curve;
- 15) Thence southerly along the arc of a non-tangent curve concave northwesterly said curve having a radius of 310. feet and a central angle of 60° 24' 41" , a distance of 326.86 feet to a point from which
- 16) Thence S 73° 07' 38" W, non-tangent to said curve, a distance of 280.72 feet;
- 17) Thence S 87° 33' 54" W, a distance of 128.55 feet;
- 18) Thence N 77° 14' 47" W, a distance of 95.42 feet to the southeast corner of Lot 20, Block 14, Stanton and Snyder's Subdivision;
- 19) Thence N 89° 28' 30" W a distance of 121.29 feet to the southwest corner of Lot 20, Block 14 Stanton and Snyder's Subdivision, more or less, to the Point of Beginning.

AND

That portion of Lots 17 and 33 through 36 of Block 16 lying south and east of the boundary line of that property described in that document filed for record in the Office of the Pueblo County Clerk and Recorder on September 14, 1989 at Reception No. 898028 and all of Lots 13, 14 and 33 of Block 17, all in Stanton and Snyder's Subdivision according to that plat filed for record in the Office of the Pueblo County Clerk and Recorder on June 6, 1887 at Reception No. 23103, Pueblo County, Colorado.

Reserving to the grantor hereof the right to utilize the property for flood control purposes and the right to maintain the grading within the property.

April 23, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Pueblo County for the approval of the following application generally located east of I-25 and Ilex Street, Runyon Sports Complex.

Z-24-03: Rezone Runyon Sports Complex, 26.3 acres from I-3, Heavy Industrial District and S-1, Government Use District, to S-1 Government Use District

The Planning and Zoning Commission meeting will be held on May 8, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You may view the meeting or by Zoom:<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNEZnpPWG1Ydz09>**Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose).** You are welcome to attend this public hearing in person and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
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CASE NUMBER: Z-24-03

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at Runyon Field Complex to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

April 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at Runyon Field Complex, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

April 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
ALVERSON TANYA JEANNE/HICKS NORMA	1002 E 11TH ST	PENROSE	CO	81240-9628
LOPEZ ROBERT E	1226 N CABRILLO AVE	SAN PEDRO	CA	90731-1318
MARTINEZ SHAWN	1327 W ABRIENDO AV	PUEBLO	CO	81004-1005
GONZALEZ ANGELINA/GONZALEZ PATRIC	1416 20TH LN	PUEBLO	CO	81006-1631
BASTIAN SEAN	1505 E RIVER ST	PUEBLO	CO	81001-4443
PACKARD REBECCA / HARPER NATHAN COLORADO OUTDOOR PERFORMING ARTS AS	1920 E EVANS AVE	PUEBLO	CO	81004-3527
PUEBLO COUNTY	207 W NORTHERN AV	PUEBLO	CO	81004-3107
QUINTANA BETTY L/QUINTANA FRANCIS	215 W 10TH ST	PUEBLO	CO	81003-2945
LUNA ARTHUR J/LUNA BETTY A DEPARTMENT OF TRANSPORTATION STATE	2550 HOLLYWOOD DR	PUEBLO	CO	81005-2708
CLARK ERIC J	3117 ADRIAN AVE	PUEBLO	CO	81008-1485
KEATOR CRISTINYAH F	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
EBERWEIN JOHN EUGENE	501 STANTON AVE	PUEBLO	CO	81003-3551
MYERS TRAVIS	509 STANTON AVE	PUEBLO	CO	81003-3551
GONZALEZ PABLO	516 MOFFAT ST	PUEBLO	CO	81003-3527
IRON PHOENIX CORPORATION	517 STANTON AVE	PUEBLO	CO	81003-3551
KING PAULA ANTOINETTE	518 MOFFAT ST	PUEBLO	CO	81003-3527
RODRIGUEZ THOMAS/RODRIGUEZ CHERYL	520 VAN BUREN ST	PUEBLO	CO	81004-1859
BOND KELIA CHAISE	529 STANTON AVE	PUEBLO	CO	81003-3551
DICKSON RUSSELL W + MALONE ZERAH HOFFERT MARY	532 MOFFAT ST	PUEBLO	CO	81003-3527
SEYMOUR BARBARA J/SEYMOUR PATRICI + SEYMOUR JON	536 MOFFAT AVE	PUEBLO	CO	81003-3527
NORMAN/SEYMOUR SHARNA MARIE	539 STANTON AVE	PUEBLO	CO	81003-3551
MARTIN AMY LYNN	601 STANTON AVE	PUEBLO	CO	81003-3552
PATTI MICHAEL AARON	602 MOFFAT ST	PUEBLO	CO	81003-3529
PATTI MICHAEL AARON	603 STANTON AVE	PUEBLO	CO	81003-3552
HERNANDEZ VANESSA EVE	607 STANTON AVE	PUEBLO	CO	81003-3552
VIFOR GHEORGI	607 STANTON AVE	PUEBLO	CO	81003-3552
GALLEGOS RICKIE J	610 MOFFAT AVE	PUEBLO	CO	81003-3529
CONS DIST	860 E 112TH PL	NORTHGLENN	CO	80233-3100
SOLVE HOME PROBLEMS LLC	926 29TH LN	PUEBLO	CO	81006-9613
BODDICKER ANN C + JNS LLC	PO BOX 234	PUEBLO	CO	81002-0234
PUEBLO WINNELSON CO	PO BOX 275	COLORADO	CO	80901-0275
	PO BOX 479	PUEBLO	CO	81002-0479
	PO BOX 54786	LEXINGTON	KY	40555-2327