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

MONDAY, SEPTEMBER 9, 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 Nick Shults, Bethany Lutheran Church

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 and Special Meetings dated August 14th,26th, 2024, as distributed.

J1 City Council Special Meeting Minutes 08/14/2024

J2 City Council Meeting Minutes 08/26/2024

K. PUBLIC HEARINGS

K1 Public Hearing for the purpose of receiving public testimony as it pertains to certain legislative findings and approving the West Pueblo Urban Renewal Plan and the Colorado Smelter Urban Renewal Plan
REQUIRED COUNCIL ACTION: Open the Hearing, Receive Public Testimony, and Close the Hearing. Reference Items R17 and R18

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 awarding a construction contract in the amount of $903,508.35 to Fortis General Contracting, for Project No. 24-055, Mineral Palace Greenhouse Construction, setting forth $126,224.00 for contingencies, and authorizing the Purchasing Agent to execute same

M2 A Resolution approving Contract Amendment No. 1 in the amount of $298,114.97 to Pyramid Construction, Inc., for Project No. 24-030, Asphalt and Utility Improvements – Dillon Drive (RR Bridge to Eagleridge Boulevard), and authorizing the Purchasing Agent to execute same

M3 A Resolution awarding a public transportation route study contract in the amount of $200,000 to develop a potential commuter shuttle to the Pueblo Airport Industrial Complex aimed at providing efficient workforce transportation benefitting economically disadvantaged individuals

M4 A Resolution transferring $78,231.26 to Project No. CD2014 for the Mitchell Park gazebo installation. The funds shall be transferred from Project No. CD2018

M5 A Resolution transferring $903.20 to Project No. HO1650 for sewer repairs and related restoration to Nancy's Place Youth Transitional Housing at 2105 Norman Ln. The funds shall be transferred from Project No. HO2150

M6 A Resolution ratifying PACOG’s joint appointment of Jean Latka to the Community Services Advisory Commission (CSAC)

M7 A Resolution ratifying PACOG’s joint appointment of Dan White to the Plumbing Boards of Appeals - Contractor position

M8 A Resolution confirming the appointment by the Mayor of Josh Allison to complete a three-year term expiring on September 30, 2025 on the Pueblo Memorial Airport Advisory Committee.

M9 A Resolution ratifying the PCCLD Selection Committee's joint appointment of Jessi Ones to the Pueblo City-County Library District Board of Trustees

M10 A Resolution authorizing the issuance of a revocable permit (REV-24-23) to the Pueblo Farmers Market, LLC, for the use of Alan Hamel Avenue from Main Street to driveway at HARP to host a Farmers Market and Movie on the Riverwalk

M11 A Resolution authorizing the issuance of a revocable permit (Rev-24-26) to The P.L.A.C.E. (Pueblo's Legacy and Community Experience) Project for the use of the public right-of-way along Clemson Avenue from Lehigh Avenue to Fordham Circle for the purpose of facilitating a community block party

M12 A Resolution authorizing the issuance of a revocable permit (REV-24-27) to The Walter Brewing Company for the use of a portion of Oneida Street to host their 3rd Annual Oktoberfest event

M13 A Resolution approving and authorizing the execution of a contract for specialized transportation relocation study update to Stantec Corp

M14 A Resolution amending the Pueblo Municipal Code, Appendix A - Legislative Procedures and Rules of Council to create a policy and procedure for Council Members’ proposed

ordinances

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance transferring $503,915.07 from WW9999 to WWAN03, for Project No. 20-059 (WWAN03) 2021-2023 Sanitary Sewer Point Repair - 250 William White Blvd Project and authorizing the Purchasing Agent to execute the same.

N2 An Ordinance approving the transfer, budget and appropriation of $48,000 from the Airport Improvement Trust Fund to Project Account APAN03 – Vehicles & Equipment for the purpose of purchasing equipment from the Denver International Airport Surplus Sale

N3 An Ordinance approving a Memorandum of Understanding between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, Office of Public Safety Communications to continue the established cooperative relationship related to the City's participation in the State Digital Trunked Radio System and the co-location of State equipment installed on city-owned towers and facilities, and authorizing the Mayor to execute same

N4 An Ordinance approving and adopting a 2024 addendum to the Pueblo Regional Comprehensive Plan for the physical development of Pueblo, a Colorado Municipal Corporation

N5 An Ordinance amending zoning restrictions to rezone approximately 1.4-acres located at 1003 Liberty Lane from R-1, Single-Family Zone District to R-5, Mixed Residential and Office Zone District

N6 An Ordinance amending zoning restrictions to rezone approximately 14.08-acres generally located west of Jerry Murphy Road and north of Bluestem Boulevard from R-2, Single Family Residential Zone District, to S-1, Government Use Zone District

N7 An Ordinance approving Fire Station No. 8 Subdivision

N8 An Ordinance amending zoning restrictions to rezone .48-acres of land at 3002 South Prairie Avenue from R-2, Single Family Residential Zone District to I-2, Industrial Zone District

N9 An Ordinance vacating a portion of a drainage easement located 1315 East 7th Street

N10 An Ordinance vacating a portion of a drainage easement located in Lot 1, Block 2, North Vista, Highlands, Filing No. 2

N11 An Ordinance approving the North Vista Highlands, Filing No. 9, a Special Area Plan subdivision located south of Home of Heros Parkway and west of Walking Stick Boulevard

N12 An Ordinance approving a Special Area Plan for the North Vista Highlands, Filing No. 9

N13 An Ordinance amending the fiscal year 2024 Staffing Ordinance by converting eight (8) full-time vacant Firefighter positions to three (3) Assistant Fire Chief positions and five (5) Fire Lieutenant positions within the authorized staffing of the Fire Department

N14 An Ordinance amending the fiscal year 2024 Staffing Ordinance by adding one (1) full-time Fire Lieutenant position to the authorized staffing of the Fire Department

N15 An Ordinance approving a Memorandum of Understanding by and between the City of Pueblo, a Colorado Municipal Corporation and the Colorado State Patrol, "BATTLE", Beating Auto Theft Through Law Enforcement Team

N16 An Ordinance approving and accepting a grant agreement and applicable conditions

pertaining thereto with the Colorado Department of Transportation (CDOT) for the "A Step Towards Reducing Traffic Fatalities" grant, in the amount of $76,000, from October 1, 2024 through September 30, 2025, establishing project number PS2408, budgeting and appropriating funds into project PS2408, and authorizing Mayor Graham to execute same

N17 An Ordinance approving an Agreement to Purchase and Sale of Real Estate between The Bishop of Pueblo, a Corporation Sole, and the City of Pueblo, a Colorado Municipal Corporation, for the purchase of Eastwood Subdivision – Blocks 28 and 33 Rearrangment of Property Boundaries in the amount of $120,000.00 to be paid from Project No. CI2113 – American Rescue Plan Act, as authorized by Section 603(A) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35 and authorizing the Mayor to execute the same

N18 An Ordinance amending Article 6, Chapter 1, of title XI of the Pueblo Municipal Code to allow for the lawful concealed carry of firearms within Pueblo City Hall

N19 An Ordinance approving an amendment to the Animal Services Contract between the City of Pueblo, a Colorado Municipal Corporation and Pueblo County, a Political Subdivision of the State of Colorado, and the Humane Society of the Pikes Peak Region, a Colorado non-profit corporation dated January 1, 2023 to increase the compensation by $100,000 to help offset the costs of an increased need for services; budgeting and appropriating $100,000 to the non-departmental account; and authorizing the Mayor to execute said amendment

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 September 23, 2024, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to The Pueblo Choral Society in the amount of $2,500 to sponsor the 4th Annual Old Fashioned Christmas on December 13, 2024, at Memorial Hall

Q2 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Latino Chamber Development Foundation in the amount of $1,000 to sponsor the 17th Annual Latino Lifetime Achievement Award Ceremony on Thursday, September 19, 2024, at 11:30 am in the Occhiato Ballroom on the CSU Pueblo campus

R. ORDINANCES – FINAL PRESENTATION

R1 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 - *Introduced June 10, 2024 by Councilor Regina Maestri*

R2 An Ordinance approving and accepting Airport Improvement Program (AIP) Grant Agreement No. 3-08-0046-051-2024 from the United States of America acting through the Federal Aviation Administration for funds in the amount of $239,529 for costs related to the Construct Hangar and Rehabilitate Taxilane (Phase I Design) project at the Pueblo Memorial Airport, budgeting and appropriating $239,529 to Project No. AP1804 – South T-Hangar #1, and authorizing the Mayor to execute same - *Introduced August 26, 2024 by Councilor Dennis Flores*

R3 An Ordinance approving Lease NO. GS-08P-LCO00780 between the City of Pueblo, a

Colorado Municipal Corporation, and the United States of America to lease space at the Pueblo Memorial Airport for use by the Transportation Security Administration (TSA), and authorizing the Mayor to execute same - *Introduced August 26, 2024 by Councilor Dennis Flores*

R4 An Ordinance approving the La Bella Piazza Subdivision generally located South of West Pueblo Boulevard and West of Granada Boulevard - *Introduced August 26, 2024 by Councilor Dennis Flores*

R5 An Ordinance establishing 2025 Pueblo Rural Transportation Planning Project, TP2402, and budgeting and appropriating funds in the amount of $12,000 for said Project - *Introduced August 26, 2024 by Councilor Dennis Flores*

R6 An Ordinance designating 330 South City Park Avenue, City Park Bath House, as a Local Historic Landmark - *Introduced August 26, 2024 by Councilor Dennis Flores*

R7 An Ordinance approving and enacting The Collective Bargaining Agreement between The City of Pueblo and The International Brotherhood of Police Officers Local 537 commencing January 1, 2025, and authorizing The Mayor to execute same - *Introduced August 26, 2024 by Councilor Dennis Flores*

R8 An Ordinance amending the fiscal year 2024 Staffing Ordinance by adding one (1) full-time position to the authorized staffing of the Police Department entitled Community Initiative to Reduce Violence (CIRV) Program Manager - *Introduced August 26, 2024 by Councilor Dennis Flores*

R9 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 establishing the pay scale for the Community Initiative to Reduce Violence (CIRV) Program Manager - *Introduced August 26, 2024 by Councilor Dennis Flores*

R10 An Ordinance approving and authorizing the Mayor to execute an agreement between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., to render professional engineering services related to the design of the digester covers and mixing system replacement, polymer system replacement, and Phase 4 electrical improvements - *Introduced August 26, 2024 by Councilor Dennis Flores*

R11 An Ordinance amending appropriations and compiling previous amendments to the General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds and Capital Project Funds for the fiscal year 2023 and amending the budget for the year 2023 - *Introduced August 26, 2024 by Councilor Dennis Flores*

R12 An Ordinance rescinding Ordinance 10714, establishing Project No. LT2409 - Elizabeth Street Parkway Outdoor Basketball Courts Mural Project, and budget and appropriate funds in the amount of $10,000 to Project No. CI2447 - *Introduced August 26, 2024 by Councilor Dennis Flores*

R13 An Ordinance amending Article 73, Chapter 3, of Title XI of the Pueblo Municipal Code to amend license types to accommodate changes in Colorado Revised Statutes creating liquor licenses of Entertainment Facility License and Lodging Facility License and repealing the Lodging And Entertainment Facility License - *Introduced August 26, 2024 by Councilor Dennis Flores*

R14 An Ordinance approving the 1st Amendment to the Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation ("City"), and the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), Project SAR M086-094 (24468) for the Haaff Elementary Safe Routes To Schools Project, budgeting and appropriating funds in the amount of $91,816.00 and Authorizing the Mayor to execute

same - *Introduced August 26, 2024 by Councilor Dennis Flores*

R15 An Ordinance establishing Project DT2401, West Side Connector (FHWA), approving an Intergovernmental Agreement (IGA) between the City of Pueblo, a Colorado Municipal Corporation, and the Federal Highway Administration, budgeting and appropriating funds from the RAISE Grant Program - Award Number 693JJ32440495 in the amount of $16,834,725.00, and authorizing the Mayor to execute same - *Introduced August 26, 2024 by Councilor Dennis Flores*

R16 An Ordinance approving a memorandum of understanding between the City of Pueblo, a Colorado Municipal Corporation and Citizen Energy, LLC, a District of Columbia Limited Liability Company, regarding member agency match funding for the U.S. Department of Transportation' Charging and Fueling Infrastructure Discretionary Grant Opportunity - *Introduced August 26, 2024 by Councilor Dennis Flores*

R17 An Ordinance making certain legislative findings and approving the West Pueblo Urban Renewal Plan - *Introduced August 26, 2024 by Councilor Dennis Flores*

R18 An Ordinance making certain legislative findings and approving the Colorado Smelter Urban Renewal Plan - *Introduced August 26, 2024 by Councilor Dennis Flores*

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Joe Latino may ask to be excused from the meeting due to a conflict of interest with agenda item number T-1

T. COMMUNICATIONS

T1 A Citizen filed an ethics complaint against Councilor Joe Latino

U. ADJOURN

SPECIAL CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
WEDNESDAY, AUGUST 14, 2024 - 6:00 PM

MINUTES

A. CALL TO ORDER

B. ROLL CALL

C. ORDINANCES - FINAL PRESENTATION

C1 AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S 2024-2025 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFOR

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development and Brian Gallagher, CDBG and HOME Administrator.

PUBLIC HEARING:

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

Councilor Maestri, seconded by Councilor Boston, moved to pass this ordinance as an emergency ordinance to protect and preserve the public health, property, and safety of the City as the deadline for submittal of the Community Development Block Grand and the Home Investment Partnership Act Grant is Thursday, August 15, 2024.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10757.**

D. ADJOURN

President Aliff adjourned the meeting at 6:33 p.m.

Respectfully submitted,

Marisa Stoller
City Clerk

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, AUGUST 26, 2024 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:06 pm.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: Sarah Martinez.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "SATURDAY, SEPTEMBER 7, 2024: PRESBYTERIAN TOWERS DAY – 60TH ANNIVERSARY" - WIL SMITH, OPERATIONS MANAGER, PRESBYTERIAN TOWERS

F. PUBLIC FORUM

Ken Danti - Rooftop Solar
Ted Freeman - PEDCO/D. Flores
Elvis Martinez - City Council
Paul Bizzell - Solutions to Homeless
Jamie Cooke - Unhoused Sweeps
Cindy Silfere - Neighbor Crime
Kathy Nicolls - PEDCO
Case White - Neighbor Crime

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 Maestri, seconded by Councilor Latino, moved to amend the wording on R1 and remove R17 and approve the agenda as modified.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES AUGUST 12, 2024

Councilor Maestri, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **August 12, 2024,** as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

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 7/10/2024

M. RESOLUTIONS

M1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $171,136 TO CGRS, INC. AND SETTING FORTH $34,227 FOR CONTINGENCIES FOR PROJECT NO. 24-078 (WWAN04) AT THE JAMES R. DIIORIO WATER RECLAMATION FACILITY (WRF) FOR THE UPGRADE OF THE VALVES, CHUTES, AND GRITT CLASSIFIER PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

This Resolution was assigned as **15723**.

M2 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $20,887.51 FROM THE "2024" PUBLIC WORKS OPERATING BUDGET FOR CONTRACT SERVICES AND BUDGETING AND APPROPRIATING $20,887.51 INTO PROJECT ACCOUNT CI2210 - PUBLIC WORKS ASSET MANAGEMENT, APPROVING AMENDMENT NO. 4 TO THE MASTER SUBSCRIPTION AGREEMENT IN THE AMOUNT OF $20,887.51 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BRIGHTLY SOFTWARE, INC., A DELAWARE CORPORATION, FORMERLY DUDE SOLUTIONS, INC., FOR PROJECT NO. 21-041 PUEBLO STREET ASSESSMENT PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO

EXECUTE SAME.

This Resolution was assigned as **15724**.

M3 A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $56,768.87 TO RUSS GRADING & EXCAVATING LLC, UNDER PROJECT NO. 23-040 (SWAN03), 2023-2026 EMERGENCY STORM SEWER POINT REPAIR FOR REPAIRS ON JERRY MURPHY ROAD NORTH OF CANDYTUFT BLVD, APPROVING A CHANGE ORDER IN THE AMOUNT OF $5,670.00 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as **15725**.

M4 A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $22,016.35 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND 3 ROCKS ENGINEERING, LLC, FOR PROJECT NO. 23-107 DESIGN FOR STREET EXPANSION OF BANDERA PARKWAY, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

This Resolution was assigned as **15726**.

M5 A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF $1,048.96 TO MICHAELENE THOMPSON

This Resolution was assigned as **15727**.

M6 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-22) TO THE SENIOR RESOURCE DEVELOPMENT AGENCY (SRDA) FOR THE USE OF THE FRONT SIDEWALK IN FRONT OF THE SENIOR RESOURCE DEVELOPMENT AGENCY (SRDA) BUILDING ON UNION AVENUE AND THE COURTYARDS SOUTH AND NORTH OF THE BUILDING FOR THE SRDA FUND RAISER AT THE PUEBLO CHILE AND FRIJOLES FESTIVAL

This Resolution was assigned as **15728**.

M7 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-24) TO THE YMCA OF PUEBLO FOR THE USE OF THE OUTER LANES OF SPAULDING AVENUE (BOTH DIRECTIONS) BETWEEN THE NORTH ENTRANCE OF THE YMCA AND PUEBLO BLVD., OUTER LANES OF PARKER BLVD. (BOTH DIRECTIONS) BETWEEN SPAULDING AVENUE AND ITS NORTH/EASTERN TERMINUS FOR THE 5K RUN/WALK CORPORATE CUP EVENT

This Resolution was assigned as **15729**.

M8 A RESOLUTION APPROVING A COMMERCIAL SERVICE PROVIDER AIR SHOW PERMIT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND KC AVIATION STEM INC., DBA WINGS OF PRIDE, A MISSOURI NOT-FOR-PROFIT CORPORATION, AND AUTHORIZING THE DIRECTOR OF AVIATION TO EXECUTE SAME

This Resolution was assigned as **15730**.

M9 A RESOLUTION ADOPTING A FEE SCHEDULE FOR LIQUOR AND BEER

LICENSE APPLICATIONS AND PERMITS AND REPEALING RESOLUTION NO. 15381

This Resolution was assigned as **15731**.

M10 A RESOLUTION AMENDING RESOLUTION NOS. 15609, 15641, AND 15651, TO UPDATE THE FINANCE PROJECT ACCOUNT NUMBERS ASSIGNED FOR PROJECTS ASSOCIATED WITH FIRE STATIONS 6, 8, AND 11.

This Resolution was assigned as **15732**.

M11 A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND CRISTY GONZALES, RELATED TO SETTLEMENT OF UNITED STATES DISTRICT COURT OF COLORADO ACTION NO. 23-CV-03125-DDD-MDB

This Resolution was assigned as **15733**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-051-2024 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $239,529 FOR COSTS RELATED TO THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (PHASE I DESIGN) PROJECT AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING $239,529 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N2 AN ORDINANCE APPROVING LEASE NO. GS-08P-LCO00780 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES OF AMERICA TO LEASE SPACE AT THE PUEBLO MEMORIAL AIRPORT FOR USE BY THE TRANSPORTATION SECURITY ADMINISTRATION (TSA), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N3 AN ORDINANCE APPROVING THE LA BELLA PIAZZA SUBDIVISION GENERALLY LOCATED SOUTH OF WEST PUEBLO BOULEVARD AND WEST OF GRANADA BOULEVARD

N4 AN ORDINANCE ESTABLISHING 2025 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT, TP2402, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $12,000 FOR SAID PROJECT

N5 AN ORDINANCE DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATH HOUSE, AS A LOCAL HISTORIC LANDMARK

N6 AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 COMMENCING JANUARY 1, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N7 AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT ENTITLED COMMUNITY INITIATIVE TO REDUCE VIOLENCE (CIRV) PROGRAM MANAGER

N8 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 ESTABLISHING THE PAY SCALE FOR THE COMMUNITY INITIATIVE TO REDUCE VIOLENCE (CIRV) PROGRAM MANAGER

N9 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., TO RENDER PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN OF THE DIGESTER COVERS AND MIXING SYSTEM REPLACEMENT, POLYMER SYSTEM REPLACEMENT, AND PHASE 4 ELECTRICAL IMPROVEMENTS

N10 AN ORDINANCE AMENDING APPROPRIATIONS AND COMPILING PREVIOUS AMENDMENTS TO THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2023 AND AMENDING THE BUDGET FOR THE YEAR 2023

N11 AN ORDINANCE RESCINDING ORDINANCE 10714, ESTABLISHING PROJECT NO. CI2447 - ELIZABETH STREET PARKWAY OUTDOOR BASKETBALL COURTS MURAL PROJECT, AND BUDGET AND APPROPRIATE FUNDS IN THE AMOUNT OF $10,000 TO PROJECT NO. CI2447

N12 AN ORDINANCE AMENDING ARTICLE 73, CHAPTER 3, OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO AMEND LICENSE TYPES TO ACCOMMODATE CHANGES IN COLORADO REVISED STATUTES CREATING LIQUOR LICENSES OF ENTERTAINMENT FACILITY LICENSE AND LODGING FACILITY LICENSE AND REPEALING THE LODGING AND ENTERTAINMENT FACILITY LICENSE

N13 AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT SAR M086-094 (24468) FOR THE HAAFF ELEMENTARY SAFE ROUTES TO SCHOOLS PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $91,816.00 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N14 AN ORDINANCE ESTABLISHING PROJECT DT2401, WEST SIDE CONNECTOR (FHWA), APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION, BUDGETING AND APPROPRIATING FUNDS FROM THE RAISE GRANT PROGRAM - AWARD NUMBER 693JJ32440495 IN THE AMOUNT OF $16,834,725.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N15 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CITIZEN ENERGY, LLC, A DISTRICT OF COLUMBIA LIMITED LIABILITY COMPANY, REGARDING MEMBER AGENCY MATCH FUNDING FOR THE U.S. DEPARTMENT OF TRANSPORTATION' CHARGING AND FUELING INFRASTRUCTURE DISCRETIONARY GRANT OPPORTUNITY

N16 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE WEST PUEBLO URBAN RENEWAL PLAN

N17 AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE COLORADO SMELTER URBAN RENEWAL PLAN

O. APPROVAL OF CONSENT AGENDA

Councilor Flores, seconded by Councilor Gomez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for September 09, 2024, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE

LATINO CHAMBER DEVELOPMENT FOUNDATION IN THE AMOUNT OF $1,000 TO SPONSOR THE 19TH ANNUAL TOSTADA FUNDRAISER EVENT AT THE SANGRE DE CRISTO ARTS CENTER ON FRIDAY, AUGUST 16, 2024

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as **15734**.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF $1,000 AS THE FISCAL SPONSOR OF SOUTHERN COLORADO FASHION AND THE FALL SHOWCASE ON SATURDAY, SEPTEMBER 7, 2024, AT 5 PM AT THE PUEBLO MALL

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as **15735**.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO MARIPOSA CENTER FOR SAFETY IN THE AMOUNT OF $1,000 TO SPONSOR THE 23RD ANNUAL TRIBUTE TO WOMEN AWARDS CEREMONY ON SATURDAY, OCTOBER 5, 2024, AT 6 PM AT THE RAWLINGS LIBRARY

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 Boston, Councilor Flores, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Resolution was assigned as **15736**.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO METRO VOLUNTEERS DBA SPARK THE CHANGE COLORADO IN THE AMOUNT OF $1,500 TO SPONSOR THE ANNUAL SUICIDE MEMORY WALK ON SEPTEMBER 7, 2024, FROM 9 AM TO 12 PM AT LAKE MINNEQUA VETERAN'S MEMORIAL PARK

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as **15737**.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE RATIFYING THE APPROVAL AND ADOPTING THE CITY OF PUEBLO'S 2024-2025 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE.

A staff report and updated 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 Maestri, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

R2 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE BETTER LED AND SOLAR SPACES PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NUMBER CI2445, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $853,413 TO PROJECT NUMBER CI2445

A staff report and detailed review of the Ordinance was given by Mike Sexton - Assistant Director of Parks & Recreation.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10758.**

R3 AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-050-2024 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $253,073 FOR COSTS RELATED TO THE REHABILITATION OF EAST (NORTH) APRON (DESIGN) AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING $253,073 TO PROJECT AP2401 – EAST APRON (N) TAXILANE REHAB, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by John Griggs - Airport Maintance Supervisor.

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:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10759.**

R4 AN ORDINANCE TRANSFERRING, BUDGETING, AND APPROPRIATING REIMBURSEMENT PROCEEDS IN THE AMOUNT OF $7,526.70 INTO THE AIRPORT OPERATING BUDGET ACCOUNT NO. 54070100-56012 - REPAIR AND MAINTENANCE SUPPLIES

A staff report and detailed review of the Ordinance was given by John Griggs - Airport Maintance Supervisor.

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 Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10760.**

R5 AN ORDINANCE APPROVING AND RATIFYING A SUPPLEMENTAL ENVIRONMENTAL PROJECT AGREEMENT AND APPROVING A MODIFICATION TO SAID AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE PURPOSE OF DEVELOPING A HOUSEHOLD HAZARDOUS WASTE PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE MODIFICATION; ACCEPTING FUNDS IN THE AMOUNT OF $378,880.00 FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT; AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT NO. PL2302 - HOUSEHOLD HAZARDOUS WASTE PROGRAM

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10761.**

R6 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: BRO M086-104 (26412) PUEBLO 18TH STREET BRIDGE REHAB, ACCEPTING A GRANT IN THE AMOUNT OF $448,000.00, ESTABLISHING PROJECT ACCOUNT CI2446, 18TH STREET REHABILITATION, TRANSFERRING $112,000.00 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING PROJECT TO PROJECT ACCOUNT CI2446, 18TH STREET BRIDGE REHABILITATION PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $560,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

Elvis Martinez spoke 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 approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10762.**

R7 AN ORDINANCE APPROVING AND ACCEPTING A DONATION OF FUNDS IN THE AMOUNT OF $2,000.00 FOR DEPOSIT INTO THE CITY'S GENERAL FUND FROM THE BEULAH HISTORICAL SOCIETY TO THE CITY OF PUEBLO, TO OFFSET COSTS INCURRED FOR THE FABRICATION AND INSTALLATION OF HIGHWAY MEMORIAL SIGNS ON COLORADO STATE HIGHWAY 78 HONORING PFC MIKE HANRATTY

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10763.**

R8 AN ORDINANCE APPROVING A MAINTENANCE IGA BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION; PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO; AND THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION RELATED TO THE MAINTENANCE OF INSTALLED ROADWAY IMPROVEMENTS ALONG THE MEDAL OF HONOR BOULEVARD CORRIDOR, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

A staff report and detailed review of the Ordinance was given by Elvis Martinez spoke in favor of this Ordinance.

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 Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10764.**

R9 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, AND CUSTER COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF THE FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10765.**

R10 AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY (“CATPA”) RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT (“BATTLE”) TEAM, ESTABLISHING PROJECT NO. PS2405, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NUMBER PS2405, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Chris Noeller - Chief of Police.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10766.**

R11 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO CITY-COUNTY LIBRARY DISTRICT, A NONPROFIT ENTITY, FOR USE OF CERTAIN PARK PREMISES

A staff report and detailed review of the Ordinance was given by Mike Sexton - Assistant Director of Public Works.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10767.**

R12 AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND GRUEN GRUEN + ASSOCIATES, LLC, A LIMITED LIABILITY CORPORATION IN THE STATE OF ILLINOIS, IN THE AMOUNT OF $19,000 WITH $1,610 IN CONTINGENCIES TO UPDATE THE STRATEGIC HOUSING ASSESSMENT COMPLETED IN SEPTEMBER OF 2021

A staff report and detailed review of the Ordinance was given by Scott Hobson - Acting Director of the Planning Department.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10768.**

R13 AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PROPOSED AMENDMENTS TO SECTIONS 4-2, 17-2, 17-5, 17-6, 17-8, 17-9, AND 17-10 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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 Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10769.**

R14 AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PROPOSED AMENDMENTS TO SECTIONS 1-5, 2-6, 2-10, 3-9, 3-18, 3-19, 3-20, 3-21, 6-1, 7-28, 8-12, AND 15-6 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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 Latino, seconded by Councilor Boston, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10770.**

R15 AN ORDINANCE AMENDING CHAPTERS 1 AND 5 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE TO UPDATE AND REVISE THE BUSINESS LICENSING APPLICATION AND APPEAL PROCESS, AMEND THE LODGING

FACILITY LICENSING REQUIREMENTS, AND PROVIDE PENALTIES FOR VIOLATION THEREOF

A staff report and detailed review of the Ordinance was given by Carla Sikes - City Attorney, and Steve Noeller - Chief of Police.

PUBLIC HEARING:

Duane Nava spoke in favor of this Ordinance.
Elvis Martinez spoke against this Ordinance.
Kathy Nicholls spoke against this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10771.**

R16 AN ORDINANCE AMENDING CHAPTER 6 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND INCREASING SEWER USER CHARGES.

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Flores, Councilor Martinez. **Nays:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Failed 2-5.

R17 AN ORDINANCE AMENDING CHAPTERS 1 AND 5 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE TO UPDATE AND REVISE THE BUSINESS LICENSING APPLICATION AND APPEAL PROCESS, AMEND THE LODGING FACILITY LICENSING REQUIREMENTS, AND PROVIDE PENALTIES FOR VIOLATION THEREOF

This items was removed at the agenda review.

S. COUNCIL MEMBER CONFLICT OF INTEREST

S1 AN ORDINANCE APPROVING AN ENGAGEMENT AGREEMENT WITH KONCILJA ENERGY LAW AND POLICY FOR REPRESENTATION IN PUBLIC UTILITIES COMMISSION PROCEEDING NO. 24AL-0275E, APPROVING THE CORRESPONDING JOINT INTEREST AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

Councilor Martinez recused herself from this hearing.

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

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

This Ordinance was assigned as **10772.**

T. ADJOURN

President Aliff adjouned the meeting at 10:02 pm.

Respectfully submitted,

Vincent Petkosek
Deputy City Clerk

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $903,508.35 TO FORTIS GENERAL CONTRACTING, FOR PROJECT NO. 24-055, MINERAL PALACE GREENHOUSE CONSTRUCTION, SETTING FORTH $126,224.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Fortis General Contracting, for Project No. 24-055, Mineral Palace Greenhouse Construction.

PREVIOUS COUNCIL ACTION:

Ordinance 10330, dated November 28, 2022, awarded an agreement for MEP engineering services in the amount of $21,664 to Bridgers & Paxton Consulting Engineers, Inc. for 22-013 Project No. 1 Mineral Palace Atrium HVAC Renovation.

Resolution 15150, dated February 27, 2023, awarded an agreement for professional engineering services in the amount of $46,000 to EV Studio, LLC for Project No. 23-002 Engineering Design of Mineral Palace Greenhouse.

Resolution 15402, dated October 23, 2023, awarded a construction contract in the amount of $195,602.85 to Rocky Mechanical, LLC for Project No. 23-125 Mechanical Improvements - Mineral Palace Atrium, setting forth $29,340.15 for contingencies.

Resolution 15432, dated November 27, 2023, approved Amendment No. 1 to the agreement for professional engineering services with EV Studio, LLC for Project No. 23-002 Engineering Design of Mineral Palace Greenhouse.

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BACKGROUND:

In general, this project consists of a 5,215 SF upgrade of the southern greenhouses, a 3,481 SF new construction of a northern greenhouse to be operated and managed by the city, and a 68 SF remodel of the atrium. The atrium remodel will include ADA accessibility and restroom upgrades.

The purpose of this project is to allow for improved growing of plants to be used for landscaping purposes all around the city. There is also the potential for the northern greenhouse to be used for public gardening classes, or growing vegetables and fruit to be used by local citizens. There is also a proposal for a new parking lot on the northern side of the site to support the expected increase in activity.

This Resolution awards the construction contract to Fortis General Contracting.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $1,029,732.35 will be paid from Project Account CI2113 ARPA Funds.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-055 Bid Summary

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15738

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $903,508.35 TO FORTIS GENERAL CONTRACTING, FOR PROJECT NO. 24-055, MINERAL PALACE GREENHOUSE CONSTRUCTION, SETTING FORTH $126,224.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-055, Mineral Palace Greenhouse Construction have been received and examined; AND,

WHEREAS, the proposal of Fortis General Contracting, was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-055, Mineral Palace Greenhouse Construction to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-055, Mineral Palace Greenhouse Construction, to be performed, and the contract for said project is hereby awarded to Fortis General Contracting, in the amount of $903,508.35.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work…….$126,224.00

SECTION 4.

Funds in the amount of $1,029,732.35 for Project No. 24-055 (including contingencies and additional work) shall be from Project Account CI2113, ARPA Funds.

SECTION 5.

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

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SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 9, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff 8ZA4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

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

EVALUATION TABULATION

IFB No. 24-055 (CI2113)

Mineral Palace Greenhouse Construction

RESPONSE DEADLINE: August 28, 2024 at 10:30 am
Report Generated: Wednesday, August 28, 2024

VENDOR TOTALS

Vendor	Base Bid	Bid Alternate 1	Bid Alternate 2	Bid Alternate 3	Total
Fortis General Contracting	$903,508.35	$31,870.00	$14,570.00	$10,465.00	$960,413.35
Bonham Construction, LLC	$1,103,776.00	$29,407.00	$10,080.00	$9,728.00	$1,152,991.00
Arc Valley Construction	$1,127,119.00	$16,430.00	$8,950.00	$9,500.00	$1,161,999.00
Latcon Corp	$1,154,327.00	$38,263.00	$26,885.00	$18,489.00	$1,237,964.00

BASE BID

Base Bid					Arc Valley Construction		Bonham Construction, LLC		Fortis General Contracting		Latcon Corp	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Demoltion of Existing Southern Greenhouse and small section of concrete	1	LS	$24,946.00	$24,946.00	$26,771.00	$26,771.00	$40,293.52	$40,293.52	$58,655.00	$58,655.00
X	2	Demolition of Head House Interior (walls, window, door, lights)	1	LS	$3,458.00	$3,458.00	$1,696.00	$1,696.00	$19,708.43	$19,708.43	$39,716.00	$39,716.00
X	3	Assembly of North and South Greenhouse including all man doors and overhead doors connected to the greenhouses	1	LS	$656,213.00	$656,213.00	$477,168.00	$477,168.00	$363,580.36	$363,580.36	$512,844.00	$512,844.00
X	4	Head House Interior Improvements (ADA RR, ADA RR plumbing repair, drinking fountain, new door 3A)	1	LS	$75,636.00	$75,636.00	$191,619.00	$191,619.00	$115,886.66	$115,886.66	$132,017.00	$132,017.00

Base Bid					Arc Valley Construction		Bonham Construction, LLC		Fortis General Contracting		Latcon Corp	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	5	All site improvements including earthwork, site lighting, and concrete pad with cedar wood fencing/gate for the dumpster (exclude footing for trash enclosure CMU wall)	1	LS	$295,951.00	$295,951.00	$338,558.00	$338,558.00	$333,841.38	$333,841.38	$329,720.00	$329,720.00
X	6	Purchase and install the irrigation system for both greenhouses	1	LS	$70,915.00	$70,915.00	$67,964.00	$67,964.00	$30,198.00	$30,198.00	$81,375.00	$81,375.00
Total						$1,127,119.00		$1,103,776.00		$903,508.35		$1,154,327.00

BID ALTERNATE 1

Bid Alternate 1					Arc Valley Construction		Bonham Construction, LLC		Fortis General Contracting		Latcon Corp	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	7	Enclose the dumpster with CMU and a metal swinging gate (include footing for CMU wall). Sheet C904	1	LS	$16,430.00	$16,430.00	$29,407.00	$29,407.00	$31,870.00	$31,870.00	$38,263.00	$38,263.00
Total						$16,430.00		$29,407.00		$31,870.00		$38,263.00

BID ALTERNATE 2

Bid Alternate 2					Arc Valley Construction		Bonham Construction, LLC		Fortis General Contracting		Latcon Corp	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	8	Repair and Replace the lath house wood structure and add slats for additional shading. Sheet A104	1	LS	$8,950.00	$8,950.00	$10,080.00	$10,080.00	$14,570.00	$14,570.00	$26,885.00	$26,885.00
Total						$8,950.00		$10,080.00		$14,570.00		$26,885.00

BID ALTERNATE 3

Bid Alternate 3					Arc Valley Construction		Bonham Construction, LLC		Fortis General Contracting		Latcon Corp	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	Repair collapsed plumbing line on the east side of the building. Sheet P100	1	LS	$9,500.00	$9,500.00	$9,728.00	$9,728.00	$10,465.00	$10,465.00	$18,489.00	$18,489.00
Total						$9,500.00		$9,728.00		$10,465.00		$18,489.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Arc Valley Construction	Bonham Construction, LLC	Fortis General Contracting	Latcon Corp
BID GUARANTEE	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass	Pass	Pass
Required Experience				
ACKNOWLEDGEMENTS				
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass
SPECIAL FUNDING REQUIREMENTS	Pass	Pass	Pass	Pass
CERTIFICATION REGARDING BYRD ANTI-LOBBYING	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:				
Convicted of a criminal offense	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass

Question Title	Arc Valley Construction	Bonham Construction, LLC	Fortis General Contracting	Latcon Corp
Delinquent	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

City Clerk's Office Item # M2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 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 APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $298,114.97 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-030, ASPHALT AND UTILITY IMPROVEMENTS – DILLON DRIVE (RR BRIDGE TO EAGLERIDGE BOULEVARD), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Contract Amendment No. 1 in the amount of $298,114.97 to Pyramid Construction, Inc., for Project 24-030, Asphalt and Utility Improvements – Dillon Drive (RR Bridge to Eagleridge Boulevard).

PREVIOUS COUNCIL ACTION:

Resolution 15551, dated March 25, 2024, awarded a Construction Contract, in the amount of $769,382.60, to Pyramid Construction, Inc., and set forth $153,757.40 for contingencies and additional work, for Project No. 24-030, Asphalt and Utility Improvements – Dillon Drive (RR Bridge to Eagleridge Boulevard).

BACKGROUND:

The original project, awarded to Pyramid Construction, Inc., consisted of asphalt mill and overlay, crack repair and sanitary sewer large main removal and replacement on Dillon Drive from the north side of existing RR Bridge to the future roundabout of Eagleridge Boulevard and Dillon Drive. Contract Amendment No. 1 reflects the cost to repair the wastewater main line which also affected the unknown location of the stormwater main line. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

This Resolution approves an amendment to increase the contract award amount previously awarded to Pyramid Construction, Inc.

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

FINANCIAL IMPLICATIONS:

Funding in the amount of $168,024.67, for the wastewater portion of the work, will be paid from Project Account WWAN02, Annual Large Main Rehabilitation

Funding in the amount of $130,090.30, for the stormwater portion of the work, will be paid from Project Account SWAN03, Point Repairs & Pipe Cleaning

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution would cancel the additional work necessary to complete the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-030 Contract
2. 24-030 Amendment No. 1 Pyramid Construction, Inc

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15739

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $298,114.97 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-030, ASPHALT AND UTILITY IMPROVEMENTS – DILLON DRIVE (RR BRIDGE TO EAGLERIDGE BOULEVARD), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Pyramid Construction, Inc., under Contract Number 24-030; and

WHEREAS, a contract amendment is requested for the purpose of repairing the wastewater and stormwater main lines to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Contract Amendment No. 1 to the Construction Contract for Asphalt and Utility Improvements – Dillon Drive (RR Bridge to Eagleridge Boulevard) with Pyramid Construction, Inc., Project No. 24-030, in the amount of $298,114.97, 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 the Amendment.

SECTION 2.

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

SECTION 3.

Funds in the amount of $168,024.67 for the Wastewater portion of Project 24-030 shall be from Project Account WWAN02, Large Main Rehabilitation.

SECTION 4.

Funds in the amount of $130,090.30 for the Stormwater portion of Project 24-030 shall be from Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 5.

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

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 9, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEEC3D43C...
CITY CLERK

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 8th day of April, 2024, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Concrete Concepts Design, Inc. dba Pyramid Construction, Inc., a Colorado Corporation, hereinafter referred to in the Contract Documents as "Contractor".

WITNESSETH, in consideration of the sum to be paid by the City to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree, to furnish all labor, tools, equipment and material and to pay for all such items, and to construct complete in every detail, To-Wit;

Bid No: **24-030 (CI2415, WWAN02)**
Bid Name: **Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)**

At the prices bid, in accordance with the drawings and specifications, and all Contract Documents for this project which are on file and available for inspection in the office of the Director of Public Works of Pueblo, all to the satisfaction of the Director of Public Works for the City of Pueblo.

AND FOR SAID CONSIDERATION, IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal Form of this Contract. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements of same.

2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.

3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.

4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

   Contract (This Instrument)
   Performance Bond
   Payment Bond
   Notice to Proceed
   Notice of Award
   Contractor's Proposal
   Addenda Nos. 1, 2, 3
   Invitation For Bids

5. The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted April 11, 2022, and as most recently amended, are hereby included by reference and all provisions thereof shall be applicable.

6. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this contract.

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7. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the contract.

8. All the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.

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

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

CONCRETE CONCEPTS DESIGN, INC. DBA PYRAMID CONSTRUCTION, INC

By _____
Esad Sipilovic

Title President

PUEBLO, A MUNICIPAL CORPORATION

DocuSigned by:
By Naomi Hedden by DR
68[illegible]
Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by:
[illegible]
7C02EB[illegible]
Marisa Stoller, City Clerk

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

DocuSigned by:
Alexandria Romero
CAE4752[illegible]
Alexandria Romero, Director of Finance

APPROVED AS TO FORM:

DocuSigned by:
Carla Sikes
339611A16[illegible]
Carla Sikes, City Attorney

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

Copy - Original on File at Purchasing Department

PERFORMANCE BOND

Bond Number 54257711

KNOW ALL MEN BY THESE PRESENTS:

That we Concrete Concepts Design, Inc. dba Pyramid Construction, Inc., a Colorado Corporation, hereinafter called "Principal" and

United Fire & Casualty Company

Surety

of Cedar Rapids, State of Iowa, hereinafter called the "Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called "City", in the penal sum of:

Seven Hundred Sixty Nine Thousand Three Hundred Eighty Two Dollars and 60/100---------- ($769,382.60)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 8th day of April, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: 24-030 (CI2415, WWAN02)
Bid Name: Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof (including all warranty periods), and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

IN WITNESS WHEREOF, this instrument is executed on the 8th day of April, 2024.

CONCRETE CONCEPTS DESIGN, INC. DBA PYRAMID CONSTRUCTION, INC.

ATTEST:

By _____
Principal Secretary

By _____
Esad Sipilovic

Title President

(SEAL)

By _____
(Witness as to Principal)

3075 Janitell Rd., Suite 200
Colorado Springs, CO 80906
(Address)

3075 Janitell Rd., Suite 200
Colorado Springs, CO 80906
(Address)

United Fire & Casualty Company
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact
K'Anne E. Vogel, Witness to Surety

(SEAL)

By _____
(Witness as to Surety)
Andrew P. Walters, Witness to Surety

2000 S. Colorado Blvd., Tower II, Suite 150
Denver, CO 80222
(Address)

By _____
Christina L. Townsend, Attorney-In-Fact

P.O. Box 73909, Cedar Rapids, IA 73909
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

Copy - Original on File at Purchasing Department

PAYMENT BOND

Bond Number 54257711

KNOW ALL MEN BY THESE PRESENTS:

That we Concrete Concepts Design, Inc. dba Pyramid Construction, Inc., a Colorado Corporation, hereinafter called "Principal" and

United Fire & Casualty Company

Surety

of Cedar Rapids, State of Iowa, hereinafter called the "Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called "City", in the penal sum of:

Seven Hundred Sixty Nine Thousand Three Hundred Eighty Two Dollars and 60/100---------- ($769,382.60)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 8th day of April, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: 24-030 (CI2415, WWAN02)
Bid Name: Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, supplies, lubricants, oil, gasoline, rental machinery, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

IN WITNESS WHEREOF, this instrument is executed on the 8th day of April, 2024.

CONCRETE CONCEPTS DESIGN, INC. DBA PYRAMID CONSTRUCTION, INC.

ATTEST:

By _____
Principal Secretary

(SEAL)

By _____
Esad Sipilovic

Title President

3075 Janitell Rd., Suite 200
Colorado Springs, CO 80906
(Address)

By _____
(Witness as to Principal)

3075 Janitell Rd., Suite 200
Colorado Springs, CO 80906
(Address)

United Fire & Casualty Company
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact
K'Anne E. Vogel, Witness to Surety

(SEAL)

By _____
Christina L. Townsend, Attorney-In-Fact

P.O. Box 73909, Cedar Rapids, IA 73909
(Address)

By _____
(Witness as to Surety)
Andrew P. Walters, Witness to Surety

2000 S. Colorado Blvd., Tower II, Suite 150
Denver, CO 80222
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TIMOTHY J. BLANCHARD, CHRISTINA L. TOWNSEND, JENNIFER J. WALKER, ROBERT CHARLES TORREZ, TERRI L. REESE, BARBARA J. ARNOLD, NIKKI M. MOSBRUCKER, ASHLEY K. ANDERSON, K'ANNE E. VOGEL, NICOLE LEE MCGUIRE, ANDREW P. WALTERS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $15,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 2nd day of June, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of June, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 2nd day of June, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 8th day of April, 2024.

By: Mary A. Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA.0045.122017

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

NOTICE TO PROCEED

April 22, 2024

Concrete Concepts Design, Inc.
dba Pyramid Construction, Inc.
3075 Janitell Road, Suite 200
Colorado Springs, CO 80906

Ref: Bid No: 24-030 (CI2415, WWAN02)
Bid Name: Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

You are hereby authorized to proceed on May 20, 2024, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

The Bid Bond submitted with your Proposal may now be cancelled by your Surety.

Sincerely,

DocuSigned by:

418AB0234B8D4D5...

Andrew E. Hayes, P.E.
Director of Public Works

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

NOTICE OF AWARD

March 26, 2024

Concrete Concepts Design, Inc.
dba Pyramid Construction, Inc.
3075 Janitell Road, Suite 200
Colorado Springs, CO 80906

Ref: Bid No: 24-030 (CI2415, WWAN02)
Bid Name: Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

The City of Pueblo (City) hereby accepts your proposal submitted on March 8, 2024, for the construction of the referenced project. It appears that your proposal in the amount of $769,382.60 for the Base Bid-Asphalt Improvements and Base Bid-Sanitary Sewer Improvements is fair, equitable, and in the best interest of the City.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Payment and Performance Bonds, within ten (10) business days from and including the date of this notice.

The Proposal Guaranty submitted with your proposal will be returned upon execution of the Contract Agreement and the furnishing of the Payment and Performance Bonds. In the event you should fail to execute the Contract Agreement and furnish the Payment and Performance Bonds within the time specified, said Proposal Guaranty will be retained by the City as liquidated damages and not as penalty, for the delay and extra work caused thereby.

Sincerely,

Naomi Hedden

Naomi C. Hedden
Director of Purchasing

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

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

[PYRAMID CONSTRUCTION, INC.] RESPONSE DOCUMENT REPORT

IFB No. 24-030 (CI2415, WWAN02)

Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

RESPONSE DEADLINE: March 8, 2024 at 10:30 am

Report Generated: Monday, March 25, 2024

Pyramid Construction, Inc. Response

CONTACT INFORMATION

Company:
Pyramid Construction, Inc.

Email:
mdierks@pyramidconstructioninc.com

Contact:
Mike Dierks

Address:
3075 Janitell Road
Suite 200
Colorado Springs, CO 80906

Phone:
(719) 291-6886

Website:
www.pyramidconstruction.com

Submission Date:
Mar 8, 2024 9:42 AM

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 8, 2024 9:37 AM by Mike Dierks

Addendum #2
Confirmed Mar 8, 2024 9:37 AM by Mike Dierks

Addendum #3
Confirmed Mar 8, 2024 9:37 AM by Mike Dierks

QUESTIONNAIRE

1. BID GUARANTEE*

Pass

To submit a bid bond - Please download the document provided below, complete, and upload.

To submit a certified check, cashier's check, or money order - Please scan and upload a copy of your check or money order. The original check or money order must be delivered to the Purchasing Department in person or via mail by the bid submittal deadline date.

If sending by mail the envelope must be addressed to:

City of Pueblo Purchasing Department

230 S. Mechanic Street

Pueblo, CO 81003

The Bid Number and Name must be listed clearly on the outside of the envelope.

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

- Bid_Bond.pdf

Pyramid_Construction_20240308_093222.pdf

2. CONFIRMATION OF UNDERSTANDING AND OFFER*

Pass

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Confirming below will serve as the Bidder's acknowledgement of understanding and ability to comply with all requirements and conditions of this project and that all mandatory submittals are included in this bid proposal. **Confirmation must be made by an agent who is legally authorized to bind the company.**

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

The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid on the basis of the Total Base Bid plus any Bid Alternates selected. Award shall be at the sole discretion of the City.

The sum of the Total Base Bid plus all Bid Alternates shall be the basis for establishing the Bid Bond amount. The sum of the Total Base Bid plus any Bid Alternates selected by the City shall be the basis for establishing the amount of the Payment and Performance Bonds for this Contract.

Quantities shown on the pricing schedule are subject to additions or reductions. The City reserves the right to adjust the required quantities as necessary. Additional quantities shall be furnished by Bidder at the unit price quoted. The time allowed for construction shall be adjusted in direct proportion to the difference of the adjusted quantities to the estimated quantities.

By confirming below Bidder acknowledges that they have examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

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The Bidder, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within 90 calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

Bidders shall not add any conditions or qualifying statements to this bid. If such items are added the bid may be declared nonresponsive and rejected.

Bidder shall be subject to all applicable City, County, State, and Federal Taxes in the performance of this Contract.

Confirmed

3. NAME, TITLE, AND CONTACT INFORMATION*

Pass

Enter the Name, Title, and Contact Information, **including phone number and email address**, of the person providing the Confirmation of Understanding and Offer.

Michael Dierks Estimator/ Project Manager

4. ACKNOWLEDGEMENTS

AFFIRMATIVE ACTION PLAN REQUIREMENT:*

Pass

In accordance with LABOR PROVISIONS , Section 2: Nondiscrimination and Equal Employment Opportunity Requirements, the bidder hereby acknowledges that they have a written affirmative action plan which declares that the Contractor and its Subcontractor(s) do not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Bidder further understands that the written plan must be submitted to the City of Pueblo Purchasing Department (and the applicable federal agency in the case of Federally funded projects) within ten (10) days of the award of contract.

Neither the receipt by the City of this completed form, nor of any Affirmative Action Plan submitted by any bidder, contractor, or subcontractor, shall constitute any determination by the City of the adequacy of any Affirmative Action Plan.

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

Please confirm your acknowledgment of the above statement:

Confirmed

INSURANCE REQUIREMENTS*
Pass

Bidder hereby acknowledges understanding of the insurance requirements as set forth in GENERAL PROVISIONS, INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE and certifies that they are in compliance with these requirements or will be upon award.

Please confirm your acknowledgment of the above statement:

Confirmed

COLORADO LABOR REQUIREMENT:*
Pass

The bidder named below hereby acknowledges understanding of the Colorado labor requirement as set forth in GENERAL PROVISIONS, CONTRACTOR'S WORKING CONDITIONS: LABOR, sub-paragraph (b) and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

Confirmed

SALES AND/OR USE TAX INFORMATION*
Pass

CITY OF PUEBLO SALES OR USE TAX –

The Contractor and any Subcontractors shall pay all applicable City of Pueblo Sales or Use taxes. All General Contractors and Subcontractors are mandated to be licensed with the City of Pueblo Sales Tax Office. Please refer any questions on City Sales or Use Taxes to the City of Pueblo, Department of Finance. Their telephone number is (719) 553-2659.

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Please note, there are NO tax-exempt projects within the City of Pueblo.

STATE OF COLORADO SALES OR USE TAX –

The exemption of building materials from State Sales or Use Tax in Colorado Revised Statutes applies only to the State of Colorado Sales or Use Taxes. Please refer any questions on State Taxes to the State of Colorado, Department of Revenue.

PUEBLO COUNTY SALES OR USE TAX –

The State of Colorado collects all sales or use tax for the County of Pueblo; therefore, any exemption allowed by the State applies to the County.

Please confirm you acknowledge the above statements:

Confirmed

5. Has/is this firm or any officer or partner of this firm:

CONVICTED OF A CRIMINAL OFFENSE*
Pass

Been convicted of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract?

No

CONVICTED UNDER STATE OR FEDERAL STATUTES*
Pass

Been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which directly affects responsibility as a City contractor?

No

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CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES*
Pass

Been convicted under state or federal antitrust statutes arising out of the submission of bids or proposals?

No

FAILED TO PERFORM*
Pass

Failed to perform or unsatisfactorily performed in accordance with the terms of one (1) or more contracts with public or private entities within the previous five (5) years?

No

SUSPENSION OR DEBARMENT*
Pass

Currently under suspension or debarment by the City or any other governmental entity which is based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity?

No

UNQUALIFIED*
Pass

Unqualified or financially unable to timely perform the work?

No

UNLICENSED *
Pass

Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

No

DELINQUENT*
Pass

Delinquent in making payment of any City taxes for which the tax liability has been finally determined and no further right of appeal exists?

No

CONFIRMATION *
Pass

By acknowledging and confirming below Bidder affirms that all answers to the above questions are true and binding. If the City finds verifiable information from another source that conflicts with the responses provided, Bidder's submittal will be rejected.

Please confirm your acknowledgment of the above statement and questions/sub-questions:

Confirmed

PRICE TABLES

BASE BID - ASPHALT IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphalt Cold mill Planing ± 2 inches	21,176	SY	$1.20	$25,411.20
2	Install HMA PG SX 64-28 Asphalt Overlay	2,330	TON	$126.00	$293,580.00
3	Adjust Sanitary Manholes to Finished Grade	6	EA	$499.00	$2,994.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Adjust Storm Manholes to Finished Grade	7	EA	$480.00	$3,360.00
5	Adjust Water Valves to Finished Grade	39	EA	$265.00	$10,335.00
6	Adjust Survey Boxes to Finished Grade	4	EA	$421.00	$1,684.00
7	Vehicle Towing Allowance	1	EA	$410.00	$410.00
8	Install Pavement Markings per City Plan (Inlaid Epoxy, 4-inch White)	491	SF	$4.10	$2,013.10
9	Install Pavement Markings per City Plan (Inlaid Epoxy, 8-inch White)	795	SF	$4.10	$3,259.50
10	Install Pavement Markings per City Plan (Inlaid Epoxy, 4-inch Yellow)	2,330	SF	$4.10	$9,553.00
11	Install Thermoplastic Markings per City Plan (Arrows)	414	SF	$23.50	$9,729.00
12	Install Thermoplastic Markings per City Plans (X-Walk)	220	SF	$21.00	$4,620.00
13	Install Thermoplastic Markings per City Plans (Stop Bars)	116	SF	$21.00	$2,436.00
14	Asphalt Patching (3-inches HMA)	500	SF	$5.75	$2,875.00
15	Asphalt Patching (3-inches HMA on 8-inches ABC)	4,608	SF	$7.85	$36,172.80
16	Erosion and Sediment Control	1	LS	$16,500.00	$16,500.00
17	Traffic Control	1	LS	$22,000.00	$22,000.00
18	Mobilization	1	LS	$29,000.00	$29,000.00
TOTAL					**$475,932.60**

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BASE BID - SANITARY SEWER IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
19	Remove & Replace 18" VCP to 18" PVC Pipe	140	LF	$1,150.00	$161,000.00
20	Remove & Replace 60" Manhole > 25' Deep	1	EA	$45,300.00	$45,300.00
21	Bypass Pumping	1	LS	$38,300.00	$38,300.00
22	Tracer Wire Installation	1	LS	$2,100.00	$2,100.00
23	FlowFill	75	CY	$310.00	$23,250.00
24	Mobilization	1	LS	$13,000.00	$13,000.00
25	Traffic Control	1	LS	$10,500.00	$10,500.00
TOTAL					**$293,450.00**

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ARTICLE 1

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Pyramid Construction Inc,

of 3075 Janitell Rd., Suite 200, Colorado Springs, CO 80906, as Principal,

and United Fire & Casualty Company, as Surety, are held and firmly bound unto the City of Pueblo, Colorado, as Obligee, in the full and just sum of Five Percent (5%) of Total Amount Bid Dollars ($ 5%), lawful money of the Unites States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its proposal dated

February 23rd, 2024, for:

BID NO.: **24-030 (CI2415, WWAN02)**
BID NAME: **Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)**

and said Obligee has required as a condition for receiving said proposal that the Principal deposit specified Proposal Guaranty in the amount of not less than five percent (5%) of the amount of said proposal, conditioned that in event of failure of the Principal to execute the Contract Agreement for such construction and furnish required Payment and Performance Bonds if the Contract is awarded him, that said sum be paid immediately to the Obligee as liquidated damages and not as penalty for the Principal's failure to perform.

The condition of this obligation is such that if the aforesaid Principal, shall within the period specified therefore, on the prescribed form presented to him for signature, enter into a written Contract Agreement with the Obligee in accordance with his bid as accepted, and give required Payment and Performance Bonds with good and sufficient surety or sureties, upon the form prescribed by the Obligee, for the faithful performance and the proper fulfillment of said Contract, or in the event of withdrawal of said bid within the time specified, or upon the payment to the Obligee of the sum determined upon herein as liquidated damages, and not as penalty in the event the Principal fails to enter into said Contract and give such Payment and Performance Bonds within the time specified, then the obligation shall be null and void, otherwise to remain in full force and effect.

(Signature Page Follows)

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Signed, sealed and delivered this 23rd day of February, 2024.

ATTEST:

PYRAMID CONSTRUCTION, INC SEAL COLORADO

Pyramid Construction Inc
Principal

By _____
Secretary

By _____
President

(SEAL)

ATTEST:

United Fire & Casualty Company
Surety

By _____
Witness to Surety

By _____
Christina L. Townsend, Attorney-in-Fact

(SEAL)

UNITED FIRE & CASUALTY COMPANY CORPORATE SEAL January 2, 1946 CEDAR RAPIDS IOWA

24-030 (CI2415, WWAN02)

Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TIMOTHY J. BLANCHARD, CHRISTINA L. TOWNSEND, JENNIFER J. WALKER, ROBERT CHARLES TORREZ, TERRI L. REESE, BARBARA J. ARNOLD, NIKKI M. MOSBRUCKER, LYNN CHRISTINE BOSMAN, ASHLEY K. ANDERSON, K'ANNE E. VOGEL, NICOLE LEE MCGUIRE, ANDREW P. WALTERS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $15,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 2nd day of June, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of June, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 2nd day of June, 2023, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2024

Judith A Jones
Notary Public
My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 23rd day of February, 2024.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0045 122017

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City of Pueblo
Purchasing
Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003
(719) 553-2350

ADDENDA REPORT

IFB No. 24-030 (CI2415, WWAN02)

Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

RESPONSE DEADLINE: March 8, 2024 at 10:30 am

Friday, March 8, 2024

Addenda Issued:

Addendum #1

Feb 15, 2024 5:21 PM

The due date for this project has been extended.

Please use the See What Changed link to view all the changes made by this addendum.

Addendum #2

Feb 20, 2024 4:04 PM

A. The following changes have been made:

1. SPECIAL PROVISIONS

a. Section 3.52 REMOVE AND REPLACE 18" VCP TO 18" PVC PIPE has been added.

B. The final Question and Answer Report is attached to this addendum.

Please use the See What Changed link to view all the changes made by this addendum.

Attachments:

· 24-030 Question & Answer Report

Addendum #3

Feb 21, 2024 10:59 AM

The due date for this project has been extended. Addendum No. 4 with additional information regarding the utility improvements will be forthcoming.

Please use the See What Changed link to view all the changes made by this addendum.

***Per Official Notice #3 issued March 5, 2024 via OpenGov: The utility improvement details provided have been determined to be sufficient. Addendum No. 4 will not be issued.**

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
A&S Construction Co.	X	Feb 20, 2024 3:08 PM	Nick Phillips
Pyramid Construction, Inc.	X	Mar 8, 2024 9:37 AM	Mike Dierks
Tony J Beltramo & Sons, Inc.	X	Feb 18, 2024 7:11 AM	Tim Beltramo

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
A&S Construction Co.	X	Feb 20, 2024 4:30 PM	Nick Phillips
Pyramid Construction, Inc.	X	Mar 8, 2024 9:37 AM	Mike Dierks
Tony J Beltramo & Sons, Inc.	X	Mar 7, 2024 6:29 PM	Tim Beltramo

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
A&S Construction Co.	X	Feb 21, 2024 11:10 AM	Nick Phillips
Pyramid Construction, Inc.	X	Mar 8, 2024 9:37 AM	Mike Dierks
Tony J Beltramo & Sons, Inc.	X	Mar 7, 2024 6:29 PM	Tim Beltramo

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City of Pueblo
Purchasing
Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003
(719) 553-2350

QUESTION & ANSWER REPORT

IFB No. 24-030 (CI2415, WWAN02)

Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

RESPONSE DEADLINE: February 23, 2024 at 10:30 am

Tuesday, February 20, 2024

Approved, Answers Provided

1. Start Date

Feb 2, 2024 1:24 PM

Question: Is there a mandatory start date?

Feb 2, 2024 1:24 PM

Answered by Charles Roy: It is anticipated that the project will be awarded at the first council meeting in March. Contractor should anticipate a mandatory start date of May 1st with a required completion date of July 31st.

Feb 14, 2024 12:46 PM

2. Working Hours

Feb 2, 2024 1:25 PM

Question: Are there any working hour requirements / What are the expected working hours for this project?

Feb 2, 2024 1:25 PM

Answered by Bob Quintana: Typical paving hours would be between 7:00am and 7:00pm during the summer months.

Feb 14, 2024 12:46 PM

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3. Asphalt patch (3 inch HMA on 8" base)

Feb 2, 2024 1:26 PM

Question: "Asphalt patch (3 inch HMA on 8" base)" is called out in the drawings but bid item "Asphalt Patching (3-inches HMA)" is not mentioned in the drawings. Where is this work to be done?

Feb 2, 2024 1:26 PM

Answered by Bob Quintana: 3.46. ASPHALT PATCHING (3-inches) The contractor shall provide a unit price to furnish, place and compact 3-inches HMA on existing compacted ABC. This bid item will only be used in the event that unsuitable pavement sections are encountered. 3.47. ASPHALT PATCHING (3-inches HMA on 8-inches ABC) The contractor shall provide a unit price to remove existing material to subbase, furnish, place and compact 3-inches HMA on 8-inches ABC.

Feb 14, 2024 12:46 PM

4. VCP Pipe

Feb 2, 2024 1:27 PM

Question: How deep is the existing VCP pipe that is to be replaced?

Feb 2, 2024 1:27 PM

Answered by Sonia Mondragon: The existing VCP sanitary sewer main is between 25'-30' deep, per City of Pueblo best records. The Contractor is responsible to measure the depth of the manhole prior to bidding the project.

Feb 14, 2024 12:46 PM

5. Laydown Yard

Feb 8, 2024 8:21 AM

Question: Where will we be allowed to establish a laydown yard/ trailer location?

Feb 8, 2024 8:21 AM

Answered by Kurt Patrick: It will be the responsibility of the contractor to coordinate with adjacent private property owners if they wish to utilize a property for a laydown yard or construction trailer location. The City will not take part in those negotiations.

Feb 20, 2024 3:15 PM

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

PUBLIC IMPROVEMENT INVITATION FOR BID

24-030 (CI2415, WWAN02)

ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE (RR BRIDGE TO EAGLERIDGE BOULEVARD)

City of Pueblo

230 S. Mechanic St.

Pueblo, CO 81003

RELEASE DATE: January 30, 2024

DEADLINE FOR QUESTIONS: February 13, 2024, 4:00 pm

RESPONSE DEADLINE: March 8, 2024, 10:30 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/pueblo

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

City of Pueblo
PUBLIC IMPROVEMENT INVITATION FOR BID
Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

I. ADVERTISEMENT FOR BIDS.....
II. INTRODUCTION.....
III. SPECIAL PROVISIONS .....
IV. LABOR PROVISIONS .....
V. GENERAL PROVISIONS .....
VI. VENDOR SUBMISSIONS.....
VII. PRICING TABLE.....

Attachments:

A - Sample Contract Documents

B - Licensing and Sales Tax Information

C - 24-030 Asphalt and Utility Improvements - Dillon Drive, Issued for Bid Drawings 1-30-24

D - 24-030 Combined Existing Utility Maps for Reference Only

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

1. ADVERTISEMENT FOR BIDS

(AS PUBLISHED)

TO WHOM IT MAY CONCERN:

The City of Pueblo will receive sealed bids up to the hour of 10:30 am (MT) on Friday, March 8, 2024, for the following project. Bids must be submitted electronically through the OpenGov portal which may be accessed via the City of Pueblo Purchasing Department website at www.pueblo.us/purchasing or at https://procurement.opengov.com/portal/pueblo.

BID NO.: 24-030 (CI2415, WWAN02)

BID NAME: Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

PRE-BID MEETING: Tuesday, February 6, 2024, at 10:30 am (MT). Meeting will be held at the Department of Public Works Conference Room, 211 E. D Street, Pueblo, CO 81003. Bidders may attend in person or via Zoom.

In general, this project will consist of asphalt mill and overlay, crack repair, and sanitary sewer large main removal and replacement on Dillon Drive from the north side of existing railroad bridge to the future roundabout at Eagleridge Boulevard and Dillon Drive, as detailed in the plans and specifications for this project.

Bidders shall inform themselves of the conditions of the project site and the requirements of the project's scope of work before submitting their bid. No allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to the bidding. No Bidder will be heard after the opening of bids to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation. If a pre-bid meeting is held, Bidders should make every effort to attend. If the pre-bid meeting is **mandatory** and the Bidders cannot attend, it is imperative that someone else attend as a representative of the company, otherwise, their bid will not be accepted at the time of bid opening.

Invitation for Bid (IFB) documents (including plans and specifications) can be obtained via the City Purchasing Department website at www.pueblo.us/purchasing or the OpenGov portal at https://procurement.opengov.com/portal/pueblo. **Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options.** It is the Bidders' sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidders' failure to follow this requirement.

Addenda will be posted on the OpenGov portal which may be accessed via the City Purchasing Department website or at https://procurement.opengov.com/portal/pueblo. **It is the bidder's responsibility to verify whether any addenda were issued.**

Bidders must follow the submittal procedures outlined in the documents. The City reserves the right to reject any or all bids for any or all items covered in the Invitation for Bid, to waive informalities or defects in bids, or to accept such bids as it shall deem to be in its best interest.

Published: Tuesday, January 30, 2024 in The Pueblo Chieftain Newspaper

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

2. INTRODUCTION

2.1. Summary

This project will consist of asphalt mill and overlay, crack repair and sanitary sewer large main removal and replacement on Dillon Drive from the north side of existing RR Bridge to the future roundabout of Eagleridge Boulevard and Dillon Drive.

2.2. Contact Information

Deborah Rivera
Purchasing Contract Coordinator
230 S Mechanic Street
Pueblo, CO 81003
Email: bidinfo@pueblo.us
Phone: (719) 553-2350

Department:
Public Works

2.3. Timeline

Advertisement/Release Project Date	January 30, 2024
Pre-Bid Meeting (Non-Mandatory)	February 6, 2024, 10:30am In Person: Public Works Department 211 E. D St. Pueblo, CO 81003 Zoom: https://pueblo.zoom.us/j/89934451256 Meeting ID: 899 3445 1256 Passcode: 431835
Question Submission Deadline	February 13, 2024, 4:00pm
Bid Opening	March 8, 2024, 10:30am

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3. SPECIAL PROVISIONS

3.1. GENERAL INSTRUCTIONS

All specifications included in the Special Provisions shall have precedence over and will govern in the event of a conflict with other sections contained in this document.

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Failure to do so will not relieve a Bidder from any obligation or responsibility to understand and comply with all requirements and conditions for this project.

Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

Each bid must be accompanied by a certified check, cashier's check, money order or bid bond in the amount of five (5) percent of the grand total bid, plus all alternates if applicable, payable to the City of Pueblo as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and bonds within ten (10) days from the date of the Notice of Award.

The City is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov by signing up at https://procurement.opengov.com/signup. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

All bids must be received at the City's Purchasing Department before the time specified. Only bids that are made out upon the City-prepared forms will be considered.

3.2. STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS

The Standard Construction Specifications and Standard Details for Pueblo, Colorado, adopted April 11, 2022, and as most recently amended, shall control the construction and quality of materials for this project except where specifically modified by the Special Provisions. Unless specifically modified by the Special Provisions, the Standard Construction Specifications and Standard Details shall control with respect to any inconsistencies with the Plans. The Standard Construction Specifications and Standard Details are not included in this bid package but are available on the City of Pueblo's website at https://www.pueblo.us/475/2023-Construction-Standards. By submitting a bid, the Contractor acknowledges possession of a copy of said document.

3.3. SPECIFICATION LANGUAGE

Specifications may be written in abbreviated style with incomplete sentences. Omission of words such as "The General Contractor shall", "Conforming to", "shall be", etc., are intentional; omitted words shall be supplied by inference. Where words "approved", "satisfactory", "directed", "submitted", etc., are used it shall be assumed that the words "Project Manager" follows, such as "approved by the Project Manager".

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3.4. DEFINITION OF ENGINEER

The term "Engineer" as used in Sections GENERAL PROVISIONS Authority of Engineer (a) and (b), of GENERAL PROVISIONS , shall mean the Project Engineer with respect to all questions relating to the conformance of the work with the technical requirements of the plans and specifications, interpretation of the technical requirements of the plans and specifications, and with respect to the rejection of work and materials which do not conform. With respect to all other uses of the term "Engineer" in Section GENERAL PROVISIONS Authority of Engineer, the term shall mean the Director of Public Works. In Sections **TERMINATION FOR CAUSE, FINAL ACCEPTANCE OF THE WORK, COMMENCEMENT AND COMPLETION OF WORK and UNCORRECTED WORK** of GENERAL PROVISIONS, all references to Engineer shall mean the Director of Public Works. All other references to Engineer in GENERAL PROVISIONS not specifically addressed in this section shall mean the Consulting Engineer.

3.5. APPROVED EQUAL

An approved equal, where noted, may be considered by the City. For consideration as an approved equal, a complete manufacturer's submittal must be presented to the Project Manager at or before the pre-bid meeting. If approved, an addendum will be issued that lists all approved equal products or materials. No other products or materials will be considered.

3.6. INCONSISTENCIES

Any inquiries regarding seeming inconsistencies between the Plans and Specifications for this project must be made by Tuesday, February 13, 2024 at 4:00 pm (MT).

3.7. PREPAYMENT OF CITY SALES AND USE TAX

(This section applies only to public improvement construction projects $1,000,000 and over.)

The Contractor shall make application for, and prepayment of, City sales and use tax on the estimated percentage basis being forty percent (40%) of the total Project bid as awarded, including Base Bid plus those Alternates selected. Application and prepayment shall be made within fourteen (14) days of the date authorized to proceed with construction of the Project as set forth in the Notice to Proceed. All applications and prepayments shall be coordinated directly with City's Division of Sales and Use Tax, Attention: Tax Audit Manager, 1 City Hall Place, Pueblo, Colorado 81003.

Finance Department policy sets the threshold at $1,000,000. Any contractual obligations below this amount will not generally be required to make a pre-payment of Use Tax.

3.8. PERA LIABILITY

Contractor 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.

Awarded Contractor will be required to submit a completed Colorado PERA Questionnaire form. This form is available to view at https://www.pueblo.us/DocumentCenter/View/19915/PERA-Form and is included by reference in this Contract.

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3.9. CONTRACTOR EVALUATION

Pursuant to Ordinance No. 6510, dated February 14, 2000, the Department of Public Works shall evaluate the performance of Contractor using the Contractor/Consultant Satisfaction Program form. This form is available to view at https://www.pueblo.us/1737/Information and is included by reference in this Contract. The evaluation shall be utilized to review Contractor performance, increase communication, and foster positive business relationships. Evaluation shall also record documentation of Contractor's overall performance. Material failure to perform in accordance with the terms of one or more contracts, or materially unsatisfactory performance of one or more contracts, may be justification for disqualifying future bids by Contractor.

3.10. SITE INVESTIGATION

By submitting a bid, Contractor acknowledges the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, physical conditions at the site, the character/quality of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the work, and all other matters which can in any way affect the work or the cost thereof under this Contract. Failure by Contractor to acquaint themself with all the available information concerning these conditions will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

3.11. PRE-CONSTRUCTION CONFERENCE

The Contractor shall attend a pre-construction conference with the Project Manager, City employees, representatives of the utility companies, and/or other interested parties prior to any construction. **Preconstruction meeting will be scheduled 7-10 days after notice of award is issued.**

Documents Required to be submitted at Pre-Construction Conference

- Contractor Organization with 24-hour emergency contact
- Schedule
- Traffic Control Plan
- Material Submittals

3.12. SAFETY REGULATIONS

The Contractor shall be aware of and shall comply with all State and Federal Safety regulations which are applicable to the work included under this Contract. Enforcement will be by the proper State and Federal regulatory agencies.

If any construction activity is deemed to be unsafe for inspection, Contractor shall, upon notification, discontinue work until the deficiencies are corrected and the job can be properly inspected.

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3.13. EMERGENCY REPAIR OR PROTECTIVE WORK BY THE CITY OF PUEBLO

As referenced in Sections PROTECTION OF THE PUBLIC, WORK, AND PROPERTY and ACCIDENT PREVENTION of the GENERAL PROVISIONS , it is the Contractor's responsibility to provide adequate barricades, protective devices and safety measures, and to employ other precautionary means for the adequate protection of the public, the work, and public/private property from injury or loss. Should the City become aware of any condition or circumstance arising from the work, or with respect to any excavation or areas disturbed by Contractor which, in the opinion of the Project Manager, creates or results in any imminent or unreasonable risk to the health/safety of the public or to public/private property, the City may undertake emergency work or repairs. Such work may include, by way of illustration, provision of barricades, traffic control devices or flagmen, deployment or warning signs, repair of lines under construction, repair of collapsed excavations or sinkholes, placement of sandbags or dams, and other emergency efforts. The determination of the necessity during the construction and warranty periods for the City to do any such emergency work or repairs shall rest entirely with the Project Manager. The cost of emergency work done by the City, including the actual cost of labor, equipment, and materials, plus 100 percent, shall be deducted from any amounts otherwise owed to Contractor, or may be invoiced to Contractor, or the same amount shall be recovered from Contractor's performance bond.

3.14. REPRESENTATIVE AVAILABLE FOR EMERGENCY CALLS

The Contractor shall provide the name, address and phone number of a representative who may be reached at any time during the life of the Contract regarding repairs, detours, barricading, etc. This information shall be furnished in writing to the Project Manager.

3.15. DUST PREVENTION

During construction and until final acceptance by the Project Manager, Contractor shall be responsible for controlling dust emissions in the construction area. No earthwork activities shall be performed when the wind speed exceeds thirty (30) miles per hour. All fill areas shall be compacted on a daily basis to 95% minimum compaction. Any mud or dirt carry out onto paved surfaces shall be cleaned up on a daily basis. Contractor shall promptly comply with all directives from the Project Manager relating to dust control. If Contractor fails to comply or provide adequate means to control dust, a stop-work order will be issued until the problem is corrected.

3.16. SITE RESTORATION AND CLEANUP

Contractor shall maintain and/or repair any damage done to all existing properties, public or private, adjacent to site improvements, including but not limited to, asphalt, base course, utilities, sod, irrigation systems and landscaped areas. In general, disturbed areas shall be replaced to the lines, grades, thickness, and like materials of the existing conditions unless otherwise stated on the plans. Restoration shall be consistent with that of areas adjacent to the limits of construction. Grass and other plant areas shall be restored, maintained, and irrigated until final acceptance by the Project Manager. Fabric shall be installed under all rock landscape areas. Any landscape material salvaged by Contractor for reuse will not be acceptable if contaminated by dirt or different landscape material. Slopes to match from the new improvements to existing improvements shall not exceed a 4:1 slope.

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Site restoration and cleanup will not be measured or paid separately but shall be included in the unit prices for each bid item. Partial payments will not be made on any bid item until the restoration and cleanup associated with that item is satisfactorily complete and acceptable to the Project Manager.

3.17. UTILITY LOCATIONS

The accuracy of information furnished in regard to underground utilities is not guaranteed. The utility locations are approximate and may not include all utilities. Contractor shall determine the exact location of all utilities before commencing work. Contractor shall be fully responsible for any damage which might occur due to Contractor's failure to locate and protect all utilities. Contractor shall repair or have repaired, at no cost to the City, any damage to utilities.

Existing utilities include gas, water, service lines, meters, meter cans, buried telephone cables, buried power lines, pedestals, utility poles, sanitary sewer, manholes and services, and any other existing utility.

3.18. ABANDONED UTILITIES

If during construction an abandoned utility is encountered Contractor shall contact and coordinate with the Project Manager to arrange for the removal of the utility. If Contractor elects to remove the utility without contacting the Project Manager, Contractor shall do so at no cost to the City.

3.19. OVERHEAD AND/OR UNDERGROUND HIGH VOLTAGE POWER LINES

Unless danger against contact with high voltage overhead and/or underground lines has been effectively guarded against, Contractor shall not perform any function/activity upon any land, building, highway, or other premises if at any time during the performance of any function/activity it could move or be placed within ten (10) feet of any high voltage overhead and/or underground line. If work is to be performed within ten (10) feet of high voltage overhead and/or underground lines, the public utility must first be notified to arrange for safety provisions. Contractor may perform the work only after arrangements, including coordination and payment of fees, if applicable, have been made with the utility company.

3.20. CONCRETE PERMITS

The "no fee" permit shall be obtained from the City Engineering Division at 211 E. "D" Street. Any concrete work placed without benefit of both permit and inspection by the Public Works Department will not be paid for.

3.21. COORDINATION OF CONSTRUCTION ACTIVITIES

Contractor and subcontractors shall coordinate work with all other construction activities and contractors; and cooperate with them to facilitate general progress of the work. Each trade shall afford other trades every reasonable opportunity for installation and storage of materials.

3.22. WORK BY OTHERS

Contractor shall coordinate work on the project with all work shown on the plans which is to be done by "others". It is the Contractor's responsibility to coordinate work with each entity and incorporate it into the project schedule.

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3.23. COMPLETE WORK ON TIME

Failure to complete the work by the allotted 90 calendar days shall result in the assessing of liquidated damages according to GENERAL PROVISIONS.

3.24. LAYING OUT WORK

Contractor shall locate all general reference points and take such action as necessary to prevent their destruction. Contractor shall lay out their own work and be responsible for all lines, elevations, and measurements of the building, grading, utilities, and other work executed under this Contract. Contractor shall exercise proper precaution to verify figures shown on the drawing before laying out work and will be responsible for any error resulting from failure to exercise such precautions.

3.25. HOURS OF WORK

The Project Manager and the Inspection Division are available from 7:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m., Monday through Friday, excluding holidays. Any work done outside of these hours must be approved by the Project Manager.

3.26. MOBILIZATION

This item shall consist of mobilizing of personnel, equipment, and supplies to the project site in preparation for work on the project. Item shall include all costs incurred which must be performed prior to beginning the other items.

Partial payments for mobilization will be made each month as the work progresses. These payments will be made as follows:

A. When ten percent (10%) of the project bid amount is earned, fifty percent (50%) of the amount bid for mobilization will be paid.

B. When fifty percent (50%) of the project bid amount is earned, one hundred percent (100%) of the amount bid for mobilization will be paid.

C. The sum of all payments shall not exceed the original amount bid for the item, regardless of the fact that Contractor may have, for any reason, shut down the work on the project or moved equipment away and then back again.

Note: Payments for materials on hand will be included as a percent of original project bid amount earned until said materials have been incorporated into the work and accepted and paid for by the City.

3.27. CONSTRUCTION TRAFFIC CONTROL

Contractor shall submit a traffic control plan prepared by a Certified Traffic Control Supervisor at the preconstruction conference for approval by the City's Traffic Engineer.

Where possible, crosspans may be constructed full width with proper street closures; however, the time of closure must be kept to a minimum. To expedite the curing, the minimum 28-day compressive strength shall be increased to 4500 psi (increased to seven (7) sacks per cubic yard). The additional cost for the added cement shall be paid by the Contractor.

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All traffic control procedures, signing, lighting and barricades shall conform to the latest edition of the Manual on Uniform Traffic Control Devices, and shall be set up and maintained by a Certified Traffic Control Supervisor.

Construction traffic control shall be paid as "Traffic Control." Periodic payments for this item shall be based upon the percentage of work completed compared to the original bid amount.

3.28. EROSION AND SEDIMENT CONTROL

Contractor shall submit and comply with, an Erosion and Sediment Control Plan. This plan is considered incidental to the construction and shall not be paid for separately. Contractor shall take this into consideration in preparing their bid.

To comply with current state and federal permit regulations the City must meet minimum requirements for all construction sites less than one (1) acre to provide necessary Best Management Practices (BMPs) and prevent illicit discharges from the site. The minimum requirements which the Contractor must provide and comply with are as follows:

A. Provide an Erosion and Sediment Control Plan that shall include the minimum following items:

   1. Stockpile BMPs protection.
   2. Concrete washout BMPs.
   3. Vehicle tracking control BMPs.
   4. Site sediment containment BMPs.
   5. Downstream secondary defense BMPs, if applicable.
   6. Any additional BMPs required due to site specific conditions.

B. Prior to any construction, including site grading and excavation, an approved Erosion and Sediment Control Plan shall be posted on site and all required BMPs installed.

C. Contractor shall maintain and update the Erosion and Sediment Control Plan as construction dictates. The current and correct plan shall remain on-site and be readily accessible to the City Stormwater Inspector at all times.

D. Contractor or the Contractor's representative shall, at a minimum, inspect the site every two (2) weeks and within twenty-four (24) hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).

E. Contractor shall be responsible for maintaining all required BMPs to prevent erosion and sediment from leaving the construction site.

F. Failure to comply with the requirements to prevent illicit discharges from the construction site is unlawful and a municipal offense which may result in the issuance of a summons and complaint to the Pueblo Municipal Court. Persons who are convicted of violating any provision of the

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Pueblo Municipal Code are subject to fines of up to one thousand dollars ($1,000) and/or one (1) year imprisonment for each day the violation continues.

G. Information regarding acceptable BMPs and proper installation can be found in the Urban Drainage and Flood Control District (UDFCD) Urban Storm Drainage Criteria Manual Volume 3, CDOT Erosion Control & Stormwater Quality Guide, and City of Pueblo approved details.

3.29. PERMITS AND FEES

It shall be the Contractor's responsibility to investigate and assess the requirements for all necessary environmental, drainage, and construction permits. The total cost of all permits or fees which may be required shall be included in the bid proposal. No additional payment shall be allowed for any permits or fees required to complete the project. Contractor shall comply with all conditions of the permits. City and/or other agency fines are the sole responsibility of the Contractor.

Following is a list of potential permits required for the project. Contractor shall be responsible for verifying this list and adding/obtaining any additional permits needed for the project.

- Air Quality Permit
  - Permitting Agency: Pueblo County/Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor
- CDPHE Stormwater Construction Permit
  - Permitting Agency: Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor
- Excavation Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Concrete Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Traffic Control Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Fugitive Particulate Emissions Control Plan
  - Permitting Agency: Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor

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3.30. ASPHALT COLD MILL PLANING (ROTO MILLING)

Cold mill planing (roto milling) of the asphalt mat shall consist of removing asphalt from each lane as directed by the Project Manager. Cold planing quantities are estimated and will be paid by actual field measurements. Millings shall be delivered to Pueblo Motorsports Park, located at 3733 North Pueblo Boulevard, Pueblo Colorado 81008.

It is the responsibility of the Contractor to locate all manholes, valves, monument boxes, or other metallic features whether exposed or hidden from view. No claims for damage will be allowed for failure of the Contractor to locate objects. Traffic signal control loops require special attention. It is the Contractor's responsibility to coordinate the field locating of all traffic signal loops with the Traffic Division of the Transportation Department.

3.31. ASPHALT MIX DESIGN

The Contractor shall furnish to the Project Manager prior to paving, a mix design formula from a certified AASHTO testing laboratory, for the hot mix bituminous pavement to be used. The Grading SX mix designs shall conform to the applicable Colorado Department of Transportation (CDOT), Standard Specifications for Road and Bridge Construction, 2022 Edition, Section 702 and Section 703, unless otherwise noted in these Special Provisions. The City will allow up to a maximum of Thirty (30) percent of Reclaimed Asphalt Pavement (RAP) in the asphalt mix design. All aggregate (RAP & Virgin) shall conform to the gradation standards of CDOT's Standard Specifications for Road and Bridge Construction, 2022 Edition, Section 703.04, unless otherwise noted in these Special Provisions. (Note an approved quality control plan for RAP is required prior to mix design approval). The Contractor shall submit a Job Mix Formula (JMF) for all types of HMA asphalt to be used on this project. After the JMF has been established, all mixtures furnished for respective projects shall conform thereto within the range tolerances of CDOT's Standard Specifications for Road and Bridge Construction, 2022 Edition, Section 401.

3.32. TESTING

The City will have an independent laboratory take random tests to verify that the asphalt conforms to the JMF as supplied by the Contractor. These random tests will be paid at the City's expense. Split samples will be available to the Contractor for analysis at a laboratory of his choice at his expense. Asphalt that has been determined not to comply with the JMF shall be removed, disposed of, and new asphalt laid at the total expense of the Contractor.

The Contractor shall provide the City with documentation of all results of asphalt tests to be taken twice daily. No two daily tests shall be performed within 500 tons of another required test unless retesting for a failed (out of spec) test. Any asphalt test that does not comply with the mix design (+/-) tolerances will require an immediate retest. All expenses for daily tests, any required retests, and documentation provided to the City shall be the sole responsibility of the Contractor.

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3.33. BULK ASPHALT CEMENT PRICES ADJUSTMENT

This project is anticipated to be of short duration; therefore, a price adjustment for asphalt cement used on this project will NOT be allowed.

3.34. RAISING AND LOWERING OF MANHOLE LIDS AND RINGS

The Contractor may elect to temporarily remove manhole rings and lids prior to roto milling in order to accomplish his work, if temporarily removed they shall be covered with a steel plate to bridge opening and allow for traffic to drive on the patch where the manhole was located. The Contractor shall patch with asphalt the area where the manhole was lowered and shall be responsible for location and referencing of each manhole.

Raising of manholes rings and covers shall be done to conform to the Standard Details and all applicable provisions of Article 11 shall be followed. The asphalt patch shall be constructed with two (2) four-inch (4") lifts. Patching around manholes shall be HMA Grading SX per Section 2.26 - Asphalt Mix Design as submitted in the JMF. Proper compaction equipment (i.e. pneumatic tamper) shall be used so that uniform compaction is obtained throughout the patched area. Manhole ring adjustment procedures are detailed in "Adjustment Details" Sheet – SD12 of the Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado adopted April 11, 2022, and as most recently amended.

The Contractor shall be responsible for locating and referencing all manholes throughout the project. No locations shall be marked on the curbs with paint. The use of rubber I.D. locators or equivalent shall be included under bid item "Adjust Manholes to Grade".

After the asphalt resurfacing has been applied, all manhole rings and covers for sewer and access vaults shall be raised to be flush with the surrounding pavement as detailed on standard details sheet SD-12. All manholes having rings and covers less than or equal to one quarter inch (1/4") below the surrounding pavement need not be raised but shall be cleaned of any residual asphalt.

Medium and light duty manhole lids and rings shall be replaced with heavy weight lids and rings supplied by the City. Sanitary Sewer and Storm Sewer Lids and rings will be available at the City Streets Division Compound, 310 E. "D" St., Pueblo, Colorado.

3.35. RAISING OF WATER VALVES

Coordination for breaking loose the water valve slip boxes by the Board of Water Works personnel is the responsibility of the Contractor. Valve boxes shall be raised flush immediately behind the paving machine. Due to the potential liability of not having access to the water valves to isolate a water main break a monetary penalty of Fifty Dollars ($50) per valve box will be assessed for each valve box not raised before breakdown rolling. All water valves shall be level with the surrounding pavement when the roller passes over the box, break down rolling and final responsibility of the contractor as specified in Article 11.3.19 of the Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado, adopted April 11, 2022, and as most recently amended.

If asphalt cut back is needed for the adjustment, the Water Valve shall be cut and patched as shown in the standard detail "Adjustment Details" Sheet – SD12 of the Standard Specifications and Standard

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Details for the City of Pueblo, Colorado, adopted April 11, 2022, and as most recently amended. Water valves may be located within the area to be roto milled or Full Depth Reclamation.

3.36. MONUMENT BOXES

The contractor shall raise all top flange type monument boxes flush with the surrounding pavement as outlined in the Standard Details for the City of Pueblo, Colorado (most current revision). Monument boxes may be located within the area to be roto milled. All monument boxes which are not top flange type shall be removed and replaced with new monument boxes provided by the City. The City shall tie-down all monument locations once they have been exposed by the Contractor.

3.37. TEMPORARY PAVEMENT MARKING

It shall be the responsibility of the Contractor to replace all lane markings if removed/covered during construction. Any lane markings removed/covered shall be replaced with temporary pavement markings, until the permanent markings can be replaced, prior to opening any street to traffic. Temporary striping shall be at the Contractors expense.

3.38. TACK COAT

After sweeping, the pavement surface will be inspected by the Project Manager. If satisfactory, the existing pavement shall receive a tack coat of emulsified asphalt. The material shall be uniformly applied with a pressure distributor. The rate of application shall be 0.1 gallon per square yard (minimum) and the maximum so as not to cause bleeding or slippage.

The tack coat shall be applied in such a manner as to offer the least inconvenience to traffic and to permit one-way traffic without pick-up or tracking of the bituminous material. Tack coat shall not be applied after sunset, in cold weather below 60 degrees Fahrenheit, or on a wet pavement. The surface shall be allowed to cure to permit drying and setting of the tack coat prior to the paving operation. When traffic is maintained, not more than ½ of the width of the section shall be treated in one application. Sufficient width shall be left to adequately handle traffic. Bituminous material shall not be placed on any surface where traffic will travel on the freshly applied material. Spills and runs of tack oil must be kept to a minimum. If spills do occur, the Contractor is responsible for cleanup, returning the affected area to acceptable condition as determined by the Project Manager. Care should be taken not to get tack coat on curb and gutter, sidewalks, mailboxes, or driveways.

Tack Coat shall be applied as per Standard Construction Specifications and Details for City of Pueblo, Colorado, adopted April 11, 2022, and as most recently amended, Article 11 Section 11.3.09, and will not be measured and paid for separately but shall be included in the construct overlay bid item. No overlay material shall be placed without the surface first having been tacked 100%.

Removing weeds from cracks and sweeping any debris created by their removal shall be the responsibility of the Contractor prior to applying the tack oil for overlay.

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3.39. EDGE FINISHING

The Overlay shall be hand raked and feathered from one half inch (½") thick at the edge of concrete lip to one inch (1") thick at a point eighteen inches (18") from the lip line at driveways, handicap ramps, and concrete pans or as directed by the Project Manager.

3.40. RAKING AT JOINTS

Raking at the joints must be kept to a minimum. Minimum raking shall be performed so that no distortion or dissimilar surface texture shall be evident at the joint between passes by the paving machine. Transverse joints shall be constructed as specified in Article 11.3.13 of the Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado, adopted April 11, 2022, and as most recently amended.

3.41. CONSTRUCTION SCHEDULE

The Contractor shall submit a detailed and complete schedule at the pre-construction conference showing the route and order of asphalt removal, asphalt patching, overlay and raising of manholes. No work activity will be allowed on any streets adjacent to schools while school is in session.

3.42. DAILY REPORTS

The Contractor shall provide a computer-generated daily report to the City representative monitoring/inspecting the project. The report shall document the weight ticket control number, the date, customer number, job number, the description of material hauled, and the net weight of load in tons. The daily report is due by noon following previous day's work. A copy of each daily report shall be attached to each request for payment for that payment period. All payment requests shall be submitted using the Partial Payment format supplied by the City. Daily reports must differentiate between asphalt used for different types of work. Example, asphalt for overlay, asphalt for leveling, cross-pans must be documented as asphalt for cross-pans, etc. Each special use must be separated and not intermingled on the daily report.

3.43. WEIGHT TICKETS

Weight tickets for each load shall be computer generated and have a control number, customer number, truck number, job number, description of material hauled, net tare weight of the load, and destination of the load. The ticket shall clearly document the purpose of the load, (example: overlay or patching). The Contractor will provide a summary of weight tickets with each pay request, and the City reserves the right to request actual weight tickets for payment verification.

3.44. VEHICLE TOWING

The contractor shall be responsible for coordinating with the Engineer to ensure that all blocks within the work zone are free of parked vehicles. In the event a vehicle is parked on the block that is scheduled to receive overlay that day or that otherwise may interfere with the contractor's operations, and the owner was properly notified 24-hours in advance, the contractor shall notify the Engineer and receive authorization to have the vehicle towed to the nearest convenient side street location. Towing costs for any vehicle towed without authorization of the Engineer will not be paid for by the City. Immediately after any vehicle is towed, the contractor shall provide written notification to the owner and a copy of

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the notification to the Engineer, to advise that the vehicle was towed, the reason it was towed, and address where vehicle was taken. The contractor shall provide the name and phone number of the towing company he intends to use at the Pre-construction conference.

All authorized work for this item will be paid for under the Vehicle Towing bid item.

3.45. CLASS 6 BASE MATERIALS (PLACE AND COMPACT)

The contractor shall provide a unit price for removal of unstable base materials, replace with Class 6 ABC, and compaction of the ABC. This bid item will only be used in the event that unsuitable soils are encountered.

3.46. ASPHALT PATCHING (3-inches)

The contractor shall provide a unit price to furnish, place and compact 3-inches HMA on existing compacted ABC. This bid item will only be used in the event that unsuitable pavement sections are encountered.

3.47. ASPHALT PATCHING (3-inches HMA on 8-inches ABC)

The contractor shall provide a unit price to remove existing material to subbase, furnish, place and compact 3-inches HMA on 8-inches ABC.

3.48. PLACE FLOW-FILL AND PAYMENT

The Contractor will be required to place 2’ of flow-fill in all trenches located in the road of the City of Pueblo's Right-of-Way. Payment for this item shall be based upon cubic yards of flow-fill placed from center of manhole to center of manhole. Delivery tickets must be submitted with invoice for payment of flow-fill.

3.49. ASPHALT PAVING SCHEDULE

Asphalt paving **MUST** commence no later than 3 working days after TV inspection acceptance. Paving is to be carried out continuously until completed. This is to prevent extra moisture from being introduced into the properly compacted materials that could be detrimental to the future quality of the trench. The Contractor shall be responsible for the maintenance of any partially constructed street at all times. In the event that the Contractor is unable to construct the bituminous plant mix pavement during inclement weather, Contractor shall maintain said partially constructed streets to the satisfaction of the Engineer in accordance with Article 8.

3.50. ABANDONED UTILITIES

If during construction an abandoned utility is encountered Contractor shall contact and coordinate with the Project Manager to arrange for the removal of the utility. If Contractor elects to remove the utility without contacting the Project Manager, Contractor shall do so at no cost to the City.

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3.51. BYPASS PUMPING

The “bypass pumping” pay item shall include all costs incurred with ensuring the raw sewage from the upstream line is redirected past the line which is to be rehabilitated, which may include but is not limited to, removing and replacing the cone section of the manhole, backfill, flowfill, asphalt, etc.

The Contractor shall submit a plan for handling existing sewage flows while rehabilitating the pipe at the pre-construction meeting for approval by the City. The bypass plan must be designed in accordance with the approved traffic control plans. Precautions must be taken to ensure that sewage flow control operations do not cause damage to property being served by the sewers involved. At no time shall raw wastewater run freely through any open ditch where point repairs are to be made. Bypass must be attended during all working hours. All flows must be returned to the collection system during non-working hours, unless authorized by Engineer.

The Contractor shall be responsible to obtain all existing flow measurements in the sewer to determine a bypass plan.

If the City must provide personnel and equipment to minimize damages, in the event of any failure of the Contractor’s sewage flow control operations, the Contractor shall be liable for all costs incurred by the City. The Contractor will be charged on a time and materials basis for this work, which will be deducted from the amount of the Contractor’s final payment.

Payment for this item shall be paid by the lump sum for the entire project.

3.52. REMOVE AND REPLACE 18" VCP TO 18" PVC PIPE

This bid item must meet the requirements detailed in Article 11 - Sanitary Sewers of the Standard Construction Specifications and Standard Details for Pueblo, Colorado, adopted April 11, 2022, and as most recently amended. Due to the depth of the main repair, **Article 7.3.9 - Shoring,** of the Standard Construction Specifications and Standard Details will also apply:

For excavations exceeding 20’ depth, submit drawings and calculations, certified by a registered professional engineer, describing the methods for shoring and sheeting of excavations to City Engineer 15 days prior to start of work. Finish shoring, including sheet piling, and install as necessary workers, banks, adjacent paving, structures, and utilities. Remove shoring, bracing, and sheeting as excavations are backfilled, in a manner to prevent caving.

This bid item shall also include the cost of PG 64-22 asphalt pavement patching for the sewer trench.

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4. LABOR PROVISIONS

4.1. CONTRACTOR BONDS

Payment and performance bonds are required to be filed prior to issuance of Notice to Proceed. The specific requirements for such bonds are set forth in Section CONTRACT SECURITY of the GENERAL PROVISIONS.

4.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

In accordance with §1.8 of the Pueblo Municipal Code (entire Code included by reference), all contractors shall meet and comply with the following provisions which shall be contained in all municipal contracts:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. The Contractor will take affirmative action in all areas of employment to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. Areas of employment shall mean and include, but shall not be limited to, the following: initial employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, terminations, rates of pay, terms of compensation and selection for training, including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination and equal employment opportunity paragraph. Failure to subscribe to and accept the nondiscrimination and equal employment requirements of this Chapter shall render a bidder ineligible for a municipal contract award and ineligible to participate in the work for which a municipal contract award is made. (§§1.8.3 and 1.8.4 of the PMC; Ord. No. 4479, 5-22-78)

B. It is the policy of the City to provide equal opportunity in employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. It is hereby deemed and declared to be for the public welfare and in the best interests of the City to require bidders and contractors furnishing and providing work, services, supplies and materials to the City under municipal contracts not to discriminate in the hiring and promoting of employees in order to further equal employment opportunities for members of minority groups and women. 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, ancestry, disability, age, or national origin. (§1.8.3 of the PMC; Ord. No. 4479, 5-22- 78; Ord. No. 8453 §2, 2-27-12)

C. Contractor will meet or comply with the letter and spirit of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended) and applicable State statutes. If the municipal contract involves

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construction work or the providing of supplies or materials in excess of ten thousand dollars ($10,000.00) in the building and construction trades industry, Contractor shall have adopted and file with the City a copy of the Contractor's complying Affirmative Action Program. A complying Affirmative Action Program shall be a written affirmative action program meeting all the requirements of Chapter 60 of Title 41, Code of Federal Regulations (41 CFR, Chapter 60), including all parts and subparts thereof. This requirement applies regardless of whether Federal financial assistance has been provided for this project.

D. In the event of Contractor's non-compliance with the requirements of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended), the Contract may be cancelled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further contracts with the City of Pueblo.

E. Contractor will include the provisions of the above listed paragraphs (a) through (d) in every sub-contract entered in to by Contractor to provide and furnish work, services, supplies, or materials under a City project.

4.3. COMPLIANCE REVIEW

A. The City of Pueblo shall have the power to review, upon not less than five (5) days notice, and during normal business hours, the employment practices of Contractor during the performance of every such City project, and of subcontractors during the performance of every sub-contract awarded thereunder, to obtain information relating to compliance or non-compliance with non-discrimination and equal employment requirements.

B. When a written complaint is filed and an investigation by the City indicates that there has been a violation of this provision, or when a compliance review by the City indicates that a contractor or subcontractor has violated this provision, the City shall issue and cause to be served on said Contractor or subcontractor a Notice of Violation. Such notice shall specify the violations and shall direct the Contractor or subcontractor to respond in writing within ten (10) days to show cause why the sanctions of the provision should not be imposed. The City shall forward a copy of the Notice of Violation and the response of the Contractor or subcontractor to the City Mayor within thirty (30) days from the date of such notice.

C. The City Mayor or authorized City representative shall review the Notice of Violation and response and shall determine whether any violations have occurred. If the City representative has determined that a violation has occurred, they may impose such sanctions as deemed appropriate, including, but not limited to, suspending or terminating the Contract involved or any portion or portions thereof, or causing to be removed from the list of eligible pre-qualified contractors the names of contractors or subcontractors found to be in noncompliance with the non-discrimination and equal employment opportunity requirements of the provision and the provision of any such contract or subcontract awarded thereunder until such time as the City is satisfied that such contractors or subcontractors are in compliance with said requirements.

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4.4. FEDERAL REQUIREMENTS GOVERN

Federal requirements govern. Whenever the provisions and requirements of this Chapter, or of the bidding specifications, conflict in any way or to any degree with the nondiscrimination and equal employment opportunity requirements of the United States and any such contract under consideration is funded in whole or in part by the United States or is otherwise subject to requirements having the force of law of the United States, such requirements of the United States shall govern and control. (Ord. No. 4479, 5-22-78)

4.5. COMPLIANCE

By submitting a bid Contractor agrees to abide by the provisions herein set forth and will require any and all subcontractors to comply with said provisions.

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5. GENERAL PROVISIONS

The provisions of this Section are of a general nature and are intended to apply to contract work of all types. Whenever any of these provisions do not apply to a specific contract, the exceptions are noted in SPECIAL PROVISIONS.

5.1. BIDDING AND CONTRACT EXECUTION: DEFINITIONS

The following terms, as used in these Contract Documents, are respectively defined as follows:

A. **City:** City of Pueblo, Colorado

B. **Closing Time:**The scheduled closing time for the receipt of bids and the opening thereof.

C. **Contractor:** The person, persons, firm, or corporation to whom the within Contract is awarded by the City and who is subject to the terms of said Contract. Also, the agents, employees, workers, or assignees of said Contractor.

D. **Engineer:** Unless otherwise stated in the Special Provisions, Engineer shall mean the Director of Public Works of Pueblo, Colorado, or their authorized agents.

E. **Work:** All work contemplated by the Contract Documents and Specifications including materials, labor, supervision, and use of tools necessary to complete the project in full compliance with the terms of the Contract.

F. **Notice:** Where in any section of the Contract Document there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City) when written notice shall be delivered to the Engineer or shall have been placed in the United States Mail addressed to the Purchasing Department at the place where the bids, or proposals for the Contract were opened; (as to the Contractor) when a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the Contract or when such written notice shall have been placed in the United States mail addressed to the Contractor at the place stated in the papers prepared by them to accompany their proposal as the address of their permanent place of business; (as to the Surety) on the performance and payment bonds when a written notice is placed in the United States mails addressed to the Surety at either the home office of such Surety or when such notice is placed in the United States mails addressed to the Commissioner of Insurance of the State of Colorado.

G. **Project:** The entire improvement proposed by the City to be constructed in whole or in part pursuant to the Contract Documents.

H. **Subcontractor:** A person, firm, or corporation, other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project, having a direct contract with the Contractor and including one who furnishes material worked to a special design according to the plans and specifications of this work, but not including one who merely furnishes material not so worked.

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I. **Surety:** The person, firm, or corporation that has executed, as surety, the Contractor's Performance and Payment Bonds.

5.2. BIDDING AND CONTRACT EXECUTION: SITE EXAMINATION

A. Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, obstacles which may be encountered, availability of labor and all other relevant matters concerning the work to be performed. Where soil reports or test boring logs indicating underground conditions are provided or shown on the plans, such information shall be considered only as indicative of conditions as observed at the time and place indicated, and the City in no way warrants the accuracy or reliability of said reports or boring logs and is not responsible for any deduction, interpretation or conclusion drawn therefrom by the Contractor. Contractor acknowledges that the City shall not be held responsible for any variance in conditions or unforeseen conditions encountered at the time of actual construction. It shall be the responsibility of the Contractor to satisfy themself by such methods as they deem necessary prior to the letting as to underground conditions, structures, and obstacles to be encountered.

B. The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any matter or thing concerning which they might fully have informed themself, prior to the bidding. Misunderstanding as to the amount of work, availability of materials or labor shall be no cause for failure to enter into the Contract or to perform the same.

C. The successful Contractor will be required to employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with any other Contractor.

5.3. BIDDING AND CONTRACT EXECUTION: SPECIFICATION REQUIREMENTS

A. The bidder is expected to base their bid on materials and equipment complying fully with the plans and specifications, and in the event they name in their bid, materials or equipment which do not conform, they will be responsible for furnishing materials and equipment which fully conform at no change in their bid price.

B. Before submitting a bid, each Contractor should read the complete specifications and plans, including all related documents contained herein, all of which contain provisions applicable not only to the successful bidder, but also to their subcontractors.

5.4. BIDDING AND CONTRACT EXECUTION: SUSPENSION AND DEBARMENT

A. Bidder acknowledges that as of the solicitation submittal date, neither the Contractor, nor its subcontractor(s), is (a) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government

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department or agency pursuant to any of the Debarment Regulations, or (b) indicted, convicted or had a Judgment rendered against the Contractor, or its subcontractor(s) for any of the offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Contractor, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

5.5. BIDDING AND CONTRACT EXECUTION: STATEMENT OF BIDDER'S PLANT AND FINANCIAL CONDITION

A. Each bidder shall be prepared to submit the following data within seven (7) days upon demand of the Purchasing Agent.

1. A statement that the bidder maintains a permanent place of business and address thereof;
2. A statement of the equipment which the bidder proposes to use on the project, together with a statement identifying that equipment previously mentioned which the bidder owns and that which bidder does not own, but is certain they will be able to rent or otherwise procure for use on the project;
3. A financial statement, duly sworn to and in form approved by the City, listing assets and liabilities;
4. Statement listing projects of similar nature which the bidder has constructed or in the construction of which the bidder was actively engaged in a responsible capacity;
5. A statement that the bidder: (i) is not presently debarred or suspended by the Colorado State purchasing director or the head of any Colorado purchasing agency, (ii) is not listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded From Federal Procurement or Nonprocurement Programs maintained by the General Services Administration, and (iii) neither bidder nor any person or firm who has an interest in bidder's firm is a person or firm ineligible to be awarded a federal government contract by virtue of any provision of federal law. In the event bidder cannot truthfully make the required statement, bidder shall furnish a detailed statement indicating the reasons therefore.

B. By submitting a bid, bidder authorizes the City to obtain information concerning bidder's performance on other projects it has performed during the prior five (5) years, including those listed by bidder and those not listed which City may become aware of. The bidder also waives and releases all claims against owners, architects, and engineers, and their agents and representatives, relating to or arising from the furnishing of such information to the City concerning bidder's performance on prior projects. In order to effectuate the intent of this clause, bidder may be required by City to execute information release authorization forms.

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C. Any bidder may be required by the City to submit additional data to satisfy the City that such bidder is prepared to fulfill the Contract if it is awarded to them.

D. The failure of bidder to furnish any information which is or may be required to be furnished under this section shall be grounds for determining bidder not responsible.

5.6. BIDDING AND CONTRACT EXECUTION: CONDITIONS IN A BIDDER'S PROPOSAL

A bidder shall not stipulate in their proposal any conditions not contained in the Contract Documents.

5.7. BIDDING AND CONTRACT EXECUTION: QUANTITIES

Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the proposal and shall not after submission of their proposal, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

5.8. BIDS: DATA SHEETS

Where data sheets concerning equipment to be furnished are included in the Specification Documents as a part of the proposal, the bidder shall furnish the required information by filling in the data sheets complete in every detail. In the event that such data sheets are insufficient, or do not readily lend themselves to the correct description of the equipment, the bidder shall file with the bid additional statements setting out the necessary information. Failure to furnish such information as is required on the data sheets will be considered as grounds for rejecting the bid.

5.9. BIDS: SUBMISSION AND CONSIDERATION OF BIDS

A. All bids are to be made only on forms furnished by the City. Total bid prices are to be written both by words and by figures; in case of conflict, former will apply. Unit bids may be made by figures only. No bid will be accepted which does not contain an adequate or reasonable price for each and every item named in the bidding schedule on the Contract bid form.

B. The City reserves the right to waive any or all informalities in bids.

C. The City reserves the right to reject any or all bids, or any or all parts of bids

D. A Colorado resident bidder shall be allowed a preference against a nonresident bidder to the extent authorized by, and subject to the limitations of, Articles 18 and 19 of Title 8, Colorado Revised Statutes; provided however, that this paragraph shall be suspended to the extent any such preference is inconsistent with a requirement of federal law or the terms and conditions of any grant or cooperative agreement to which the City is a party which relates to the Project.

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5.10. BIDS: BID SECURITY

A. No bid will be received unless accompanied by a certified check, cashier's check, money order, bid bond or other suitable collateral, in the amount of not less than five percent (5%) of the amount of the Total Base Bid plus all Bid Alternates, payable to the City as a guarantee that if the bid is accepted, the bidder will execute and file the proposed Contract and bonds within ten (10) business days from the date of the award of the Contract. On failure of the successful bidder to execute the Contract and furnish bonds, they shall forfeit the deposit as agreed as liquidated damages, and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder.

B. The bid security of the three lowest formal bidders for each contract may be held until the Contract is executed and approved and then returned to the bidders. The balance of bid securities submitted will be returned within seven (7) days after the opening of bids.

5.11. BIDS: SIGNING OF BIDS

A. Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

B. Bids which are signed for a co partnership should be signed by all of the co-partners or by an attorney in fact. If signed by an attorney in fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid.

C. Bids which are signed for a corporation should have the correct corporate name thereof and should be signed by the president or vice president.

D. If bids are signed for any other legal entity, the authorization of the person signing for such legal entity should be attached to the bid.

5.12. BIDS: MODIFICATION OF BIDS

Modification of bids already submitted will be permitted, provided such modification be in writing and transmitted to the Purchasing Agent of the City prior to closing time. Such modification shall not reveal the total amount of the original or revised bid.

5.13. BIDS: WITHDRAWAL OF BIDS

Any bidder may withdraw their bid any time prior to the closing time, but no bid shall be withdrawn for a period of one hundred twenty (120) days after closing time. Negligence or mistake on the part of the bidder shall not constitute a right to withdraw after closing time. Any bid received after closing time will be rejected.

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5.14. BIDS: DUPLICATION OF BIDS

If more than one bid be offered by one party, all such bids shall be returned unopened. If duplicate bids are not discovered until after opening, such duplication shall be cause for immediate rejection of such bids. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on their own behalf.

5.15. BIDS: ALTERNATES

A. If the bid form includes alternates, each bidder shall bid on each alternate unless otherwise directed in the Special Conditions or other Contract Documents.

B. Each bidder must submit such special data, if any, in respect to such alternate which any section of the Contract Documents requires to be submitted with each bid.

5.16. BIDS: SUPPLEMENTAL UNIT PRICES

A. On a lump sum contract, or partial lump sum contract, the City reserves the right to reject any or all supplemental unit prices which it deems to be excessive or unreasonable.

B. In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated are not intended to govern. The quantities stated, on which unit prices are to be invited are approximate only, and each bidder will be required to make their own estimates of amounts, and to calculate their unit price bid accordingly. Bids will be compared on the basis of the stated number of units in the proposal form. Such estimated quantities, while made from the best information available, are approximate only. Payment on the Contract will be based on actual number of units installed on the completed work. In the event of an error in the extension of prices, the unit price bid shall govern.

5.17. CONTRACTS: AWARD OF CONTRACT

A. The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid within one hundred twenty (120) days from the date of opening of said bids. Award shall be at the sole discretion of the City.

B. Subject to execution of the Contract by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated is equal to or in excess of the contract price; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Contractor shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

5.18. CONTRACTS: DEFINITION OF AWARD

The Contract shall be deemed to have been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder to whom the City contemplates awarding the Contract) by the Purchasing Agent of the City.

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5.19. CONTRACTS: EXECUTION OF CONTRACTS AND BONDS

A. The successful bidder shall enter into a written contract agreement with the City on the form attached hereto. The bidder must comply with all State and Federal Laws as to provision of Workers' Compensation. Such contract agreement shall be subject to the Charter of Pueblo, the Code of Ordinances, City of Pueblo, and the Ordinance, if any, creating any Special Improvement District formed to carry out this project.

B. Each contract shall be executed in one (1) original counterpart, unless instructed otherwise in Notice of Award, and there shall be executed original counterparts of the Contractor's Performance Bond and Payment Bond in equal number to the executed original counterparts of the Contract. Not less than two (2) copies of such executed documents will be retained by the City and one (1) copy will be delivered to the Contractor. The successful contractor must provide workers' compensation insurance and public liability and property damage insurance as outlined in the General Provisions of the Contract. The costs of executing the bonds and contract and insurance, including all notarial fees and expense, are to be paid by the Contractor to whom the Contract is awarded.

5.20. CONTRACT: CONTRACT SECURITY

The Contractor shall furnish a good and sufficient Performance Bond and Payment Bond on the forms attached hereto each in an amount not less than the full amount of the contract price, as security for the faithful performance of the Contract and for the payment of all persons performing labor and furnishing material in connection with the work. Said bonds shall be executed by a corporate surety duly authorized to issue bonds in the State of Colorado. Said bonds shall also be complete surety for all guarantees of materials and workmanship required by any provision of the Contract Documents or the specifications. If at any time during the continuance of the Contract a Surety on either of the Contractor's bonds becomes irresponsible or insolvent the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so.

5.21. CONTRACTS: VERBAL AGREEMENTS

No verbal agreements or conversations with any agent or employee of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

5.22. CONTRACTS: SCHEDULE OF UNIT PRICES

A. Promptly following the execution of the Contract Documents for all lump sum contracts, the Contractor shall prepare and transmit to the Engineer two copies of an itemized breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit, of each item complete in place. The total cost of all the items shall equal the contract price for the project. This breakdown when approved by the Engineer, will be used primarily in determining payment due the Contractor on periodical estimates. If, in the opinion of the Engineer, any unit price submitted by the

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Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.

B. For contracts bid on a unit price basis, unit bid prices for substantially completed work will be used in determining payment due the Contractor on periodical estimates. Partially completed units may be paid for in periodical estimates.

5.23. SUBCONTRACTS: SUBCONTRACTORS

A. The Contractor shall as soon as possible after the execution of the Contract, notify the City in writing of the names of the subcontractors proposed on the Contract, and shall not employ any subcontractor that the City objects to as incompetent, unfit or otherwise disqualified. Additionally, Contractor shall not employ in the work any subcontractor, nor obtain materials from any supplier, who is (1) debarred or suspended by the Colorado state purchasing director or head of any Colorado purchasing agency or (2) listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded from Federal Procurement or Nonprocurement Programs maintained by the General Services Administration.

B. The Contractor agrees to be fully responsible to the City for the acts or omissions of their subcontractors and of anyone employed directly or indirectly by the Contractor or subcontractors and this contract obligation shall be in addition to the liability imposed by law upon the contractor.

C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.

D. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General Provisions and the SPECIAL PROVISIONS of the Contract, Plans and Specifications as far as applicable to their work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City.

5.24. SUBCONTRACTS: ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligations incurred by them under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations."

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5.25. SUBCONTRACTS: OTHER CONTRACTS

The City may award other contracts for additional work, at the site of the project (or other locations) and the Contractor shall fully cooperate with such other contractors and carefully fit their own work to that provided under other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

5.26. INDEMNITY AND INSURANCE: INDEMNITY

The Contractor and their sureties shall indemnify, defend and save harmless the City of Pueblo and all of its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damage received or sustained by any person or persons or property, on account of any negligent act or fault of the Contractor, their agents or employees, in performance of said Contract; or on account of the failure of the Contractor to provide necessary barricades, warning lights or signs; and shall forthwith pay any judgment, with costs, which may be obtained against the City, its officers, agents or employees, growing out of such injury or damage.

5.27. INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until Contractor has obtained at their own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain such insurance until the final acceptance by the City of all construction covered by the Contract.

A. **Commercial General Liability Insurance:** The Contractor shall secure and maintain during the period of this Contract 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 Contractor with respect to all work performed by them and all their subcontractors under the Contract, to be written on a Commercial General Liability policy form CG 00 01. 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 be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds. To the extent that Contractor's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

B. **Comprehensive Automobile Liability Insurance:** The Contractor shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with

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limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Contractor from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Contractor.

C. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the period of this Contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Contractor may have no employees as defined under said Act or that Contractor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Contractor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act. If any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation Statute, the Contractor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.

D. **Inland Marine/Installation Floater Insurance:** All tools and equipment that the Contractor has at the job site or is owned by the Contractor and/or subcontractors are the responsibility of the Contractor, respectively. When specified in SPECIAL PROVISIONS Contractor shall obtain an installation floater to cover that portion of the work to be constructed, installed, altered or repaired by contractor. The installation floater policy must include coverage for the fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit. Coverage must also include property of others in the contractor's care, custody or control including but not limited to materials paid for by City pursuant to General Provisions Section 5.63 of this contract. The City shall be named as loss payee on the policy with coverage extending through the final completion date for all materials or supplies purchased for the project. The City of Pueblo assumes no responsibility for protection, maintenance, or repair of any tools or equipment used on this project.

E. **Builder's Risk Insurance:** When specified in SPECIAL PROVISIONS, the Contractor shall secure and maintain during the period of this Contract, Builder's Risk "All Risk" Completed Value Insurance coverage (including vandalism) upon 100% of the cost of the entire project which is the subject of this Contract and including completed work, work in progress, and materials delivered to the site for incorporation therein. Such insurance shall include as additional named insureds, the City, its officers, agents and employees, and any other person with an insurable interest designated by the City as an Additional Named Insured. Such insurance may have a

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$2,500 maximum deductible clause, which deductible amount shall be the responsibility of the Contractor. In the event the project site is located within the floodway or floodplain, or located within 500 feet of any lake, stream, river or other natural watercourse, the policy shall contain a flood endorsement.

F. **Any Subcontractor Performing Work for the Contractor:** Any subcontractor performing work for the Contractor under the Contract shall provide certificates of insurance protection to the Contractor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Contractor.

G. **The Insurance Coverage:** The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgement, may be necessary for their proper protection in the prosecution of the work.

H. **Certificates of Insurance:** Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance shall be filed with the City prior to the execution of the Contract. Certificates for Inland Marine/Installation Floater Insurance and Builder's Risk Insurance shall also be filed with the City when such insurance is required for the project. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City.

5.28. GUARANTEES, PATENTS, PERMITS: GUARANTEES

A. All work shall be constructed in compliance with applicable building and construction codes and must be guaranteed for a period of two (2) years from the date of final acceptance, or for such other period as may be required in the SPECIAL PROVISIONS.

B. In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturer that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the plans and specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed, that they will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period the manufacturer will supply, without additional cost to the City, such superintendence and mechanical labor and any additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on approved shop drawings.

C. The provisions of this section concerning guarantee by Contractor shall be construed in a manner consistent with the requirements and limitations of 23 CFR § 635.413.

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5.29. GUARANTEES, PATENTS, PERMITS: PERMITS, SURVEYS, AND COMPLIANCE WITH LAWS

A. Except as may otherwise be indicated in the Contract Documents, the Contractor shall procure at their own expense all permits, licenses, and bonds necessary for the prosecution of their work, and/or required by Municipal, State, and Federal regulations and laws, including, but not limited to, permits for transportation of materials and equipment, blasting, environmental permits, and any other permit required for the project or Contractor's operations, regardless of whether the necessity for such permit is disclosed in the plans and specifications.

B. The City will furnish all site surveys, easements, and rights of way necessary for construction of any permanent works required in the specifications, where such work is to be done on property other than the City's.

C. The Contractor shall give all notices, pay all fees and taxes, including City Sales and Use Taxes, and comply with all Federal, State and Municipal laws, ordinances, rules, and regulations and building and construction codes bearing on the conduct of the work. This Contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the provisions of all pertinent ordinances of the Municipality within whose limits the work is constructed, which ordinances are hereby made part hereof with the same force and effect as if specifically set out herein.

D. This Contract is specifically subject to the provisions of the Charter of Pueblo, all applicable portions of the 1971 Code of Ordinances of Pueblo, Colorado, and of the ordinance, resolution or order of the City Council authorizing this improvement. The aggregate payment on this Contract may not exceed the estimates of the Engineer nor the amount budgeted for the project. If the cost of the improvement to be constructed under this Contract is to be assessed upon the owners of land benefited by such improvements, upon complaint of any such landowner that the improvement in not being constructed in accordance with the Contract, the Council may consider the complaint and make such order in the premises as shall be just, and such order shall be final and conclusive.

5.30. GUARANTEES, PATENTS, PERMITS: DEFENSE OF CLAIMS OR SUITS BY REASON OF PATENT INFRINGEMENT

The Contractor shall pay for all royalties and patents for any patented product used by them or incorporated in the work, and shall defend all claims or suits for infringement of any patent right brought against themself thereof; except such claims or suits arising by reason of patent infringements or unauthorized use of patented processes where such is the direct result of specification requirements (as distinguished from patented articles, apparatus, or equipment).

5.31. GUARANTEES, PATENTS, PERMITS: LICENSE OR ROYALTY FEES

If the project is designed so as to require or permit the use of a process or processes (as distinguished from articles, apparatus, or equipment) for which license or royalty fees will be charged, such fees for

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the use of such processes will be paid by the Contractor to the Patentee, Licensee or owner of such process, and bidder shall include shall fees in their bid.

5.32. PLANS AND SPECIFICATIONS

A. All work shall be executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.

B. The City will furnish to the Contractor one (1) complete set of Contract Documents, including drawings. Additional copies of same or any part thereof shall be furnished at the expense of the Contractor.

C. Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer and their decision thereon shall be final. All notes on the plans shall be followed. Corrections of errors, or omissions on the drawings or specifications may be made by the Engineer when such correction is necessary for the proper execution of the work.

5.33. PLANS AND SPECIFICATIONS: INTENT OF CONTRACT DOCUMENTS

A. The sections of the Contract Documents and the contract plans are complementary, and what is called for by anyone shall be binding as if called for by all. The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.

B. Any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans shall be executed by the Contractor as though shown both on the plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.

C. If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical layout, or any errors or omissions in plans or layout, the Contractor shall immediately so inform the Engineer, and the Engineer shall promptly verify them. Any work done after such discovery without written consent of the Engineer authorizing same shall be done at the Contractor's risk.

D. Any minor items not specifically called for in the plans and specifications, but which are necessary to complete the work ready for use in accordance with the requirements of good practice, as determined by the Engineer, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the City.

E. In interpreting the Contract Documents, words describing materials or work which have a well known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be constructed in accordance with such well known meaning recognized by architects, engineers, and the trade.

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5.34. PLANS AND SPECIFICATIONS: INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, they may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made only prior to closing time and by written addendum duly issued or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the documents.

5.35. PLANS AND SPECIFICATIONS: STANDARD MANUFACTURER

Wherever the terms "standard", "recognized" or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances and that the performance of such materials, equipment, or supplies for a period of over twelve months prior to the date fixed for opening bids shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

5.36. PLANS AND SPECIFICATIONS: "OR EQUAL" CLAUSE

Whenever in any section of the Contract Documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturers products of comparable equality, design, and efficiency.

5.37. PLANS AND SPECIFICATIONS: MATERIALS AND WORKMANSHIP

A. The Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, heat, transportation, and other facilities necessary for the execution and completion of the Contract. Unless otherwise stipulated in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for their purpose. The Contractor shall furnish to the Engineer, for their approval, the name of the manufacturer of machinery, mechanical and other equipment, which the Contractor contemplates installing, together with their performance capacities and other pertinent information.

B. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers, and the trade in so far as possible.

C. When required by the specifications, or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which the Contractor contemplates incorporating in the work. Samples of materials shall be submitted for approval

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when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. All materials and workmanship shall be guaranteed by the Contractor and Surety for a period of two (2) years from date of final acceptance, or for such period as may be required in the SPECIAL PROVISIONS.

D. No material of any kind shall be installed in the project until it has been inspected and approved by the Engineer. All material rejected shall be immediately removed from the site of the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

E. At any time during the course of construction of this project when in opinion of the Engineer, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or their employees, the Engineer shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the Contract.

5.38. PLANS AND SPECIFICATIONS: SHOP DRAWINGS

A. The Contractor, as soon as possible after approval of the source and the purchase of items of materials and equipment, shall submit to the Engineer all shop or setting drawings and schedules required for the work, including those pertaining to structural and reinforcing steel. The Contractor shall make any corrections in the drawings required by the Engineer, and resubmit same without delay.

B. Three final copies of all shop or setting drawings shall be submitted to the Engineer, who after checking will retain two copies and return one copy to the Contractor. The Engineer's approval of shop drawings of equipment and material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Engineer. Shop drawings are not part of the Contract Documents and do not modify the Contract Specifications. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work correct operations will result.

5.39. ENGINEER, INSPECTION, AND TESTING: AUTHORITY OF ENGINEER

A. The Engineer shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor and their decision thereon shall be final and conclusive. The Engineer shall have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

B. If, in the opinion of the Engineer, the work being done by the Contractor is in violation in any way with the terms of the Contract, the Engineer shall forthwith notify the Contractor to cease said violation.

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C. The Engineer shall, upon presentation to them, make prompt decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the Engineer shall be final and conclusive.

D. The Contractor shall submit schedules which shall show the order in which the Contractor proposes to carry on the work, but the right to stipulate the order in which the Contract shall be carried out is reserved to the Engineer.

E. In the event either City or Contractor remains dissatisfied with the final decision of the Engineer hereunder, the City or Contractor may seek judicial review thereof pursuant to Rule 106, C.R.C.P. In no event shall the Contractor slow or stop the work while a determination is pending under this section 3.51, and the City will continue to make payment in accordance with the Contract Documents except as to any amount in dispute.

5.40. ENGINEER, INSPECTION, AND TESTING: TESTING OF MATERIALS

A. Attention of the Contractor is directed to the materials tests required on this Contract. All laboratory tests shall be approved by an approved testing laboratory. The specific test requirements are set forth in the sections of these specifications which describe the materials or apparatus to be tested. The Contractor shall furnish the Quality Control materials to be tested and shall pay transportation charges and costs of testing on any samples required to be submitted to the laboratory.

B. Where certified test reports are required to be furnished by the manufacturer, the Contractor shall furnish duplicate copies of the reports before the material will be approved for use.

5.41. ENGINEER, INSPECTION, AND TESTING: STAKING WORK

A. The Engineer will set control stakes for general layout and all necessary grade stakes for construction work. The protection and care of such stakes shall be the responsibility of the Contractor. The Contractor may, at the discretion of the Engineer, be required to pay the cost of replacing stakes which are lost or destroyed. The detail layout of structures and staking of individual items shall be done by the Contractor subject to verification by the Engineer as to compliance with the contract plans and specifications. In any case, the Contractor shall be responsible for the correctness and accuracy of the detail layout of finished structures.

B. Any personnel engaged in the surveying work on the project by the Contractor or their subcontractors, who is judged by the Engineer to be incompetent shall be removed from the work and replaced by competent personnel.

5.42. ENGINEER, INSPECTION, AND TESTING: FAILURE TO COMPLETE WORK ON TIME

In case the Contractor shall fail to fully perform and complete the work in conformity with the provisions and conditions of the Contract within the specified time limit set forth in the Bid Form or within such

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further time as, in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City of Pueblo for each and every day of the additional time in excess of the contract time and any granted extensions thereof, the sum given in the following schedule which said sum per calendar day is agreed upon, fixed and determined by the parties hereto. The amounts shown are considered to be liquidated damages to reimburse the City for the additional costs caused by delayed completion and in no case constitute a penalty. The amounts set forth below may be reduced or supplemented for project specific considerations as provided for in SPECIAL PROVISIONS.

ORIGINAL CONTRACT AMOUNT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
Less than $49,999	$200.00
$50,000 to $99,999	$250.00
$100,000 to 249,999	$300.00
$250,000 to $499,999	$400.00
$500,000 to $999,999	$500.00
$1,000,000 and above	$1,000.00 plus any additional amount specified in Special Provisions

5.43. ENGINEER, INSPECTION, AND TESTING: INSPECTION

A. The Engineer and their authorized representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and for inspection.

B. The Engineer shall have the right to reject materials and workmanship which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

C. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to fault of the Contractor or their subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent, will be allowed the Contractor.

D. All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Engineer.

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E. If the Engineer shall point out to the Contractor, their foreman or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work shall be at once discontinued.

F. The Contractor shall execute the work only in the presence of the Engineer or authorized inspectors, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Engineer or Inspector shall in no way relieve the Contractor of the responsibility of this Contract, or be any warrant for the furnishing of bad material or poor workmanship.

G. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the Contractor from any of their contract obligations.

5.44. CONTRACTOR'S WORKING CONDITIONS: SUPERINTENDENCE

A. The Contractor shall give their personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative satisfactory to the Engineer and having authority to act for the Contractor. All directions given to them shall be as binding as if delivered to the Contractor. Such directions shall be confirmed upon written request to the Engineer by the Contractor or their superintendent.

B. In so far as it is practicable and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been designated to represent the Contractor shall so act and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the Contract.

5.45. CONTRACTOR'S WORKING CONDITIONS: LABOR

A. The Contractor shall employ none but competent and skilled workers and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among their employees. The Engineer shall have the authority to order removal from the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these plans or specifications, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project without permission of the Engineer.

B. Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on this project, as required and defined in Article 17 of Title 8 of C.R.S.; provided, however that this subsection (b) shall be suspended and of no effect to the extent prohibited or inconsistent with a requirement of federal law or regulation or the terms and

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conditions of any grant or cooperative agreement to which the City is a party and which concerns the Project.

C. If required, Contractor shall comply with all of the Davis-Bacon Act. Contractor shall be responsible for educating its officers, employees, representatives, contractors, and subcontractors regarding the applicable Davis-Bacon wages to be paid on this project. Contractor shall be responsible for requesting additional classifications, if necessary, and appealing any wage decisions to the Department of Labor or other applicable governmental entity. Contractor assumes the risk of an unfavorable wage determination.

5.46. CONTRACTOR'S WORKING CONDITIONS: USE OF JOB SITE AND PRIVATE LAND

A. The Contractor shall confine their equipment, apparatus, the storage of materials and operations of their workers to limits indicated by law, ordinances, permits or directions of the City and shall not encumber the premises with their materials.

B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires, and smoke.

C. The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the owner (or their agent) of the land, a copy of which authorization shall be filed with the City. The Contractor shall not interrupt, constrict, or alter established drainage ways on vacant lots or private land without first obtaining permission from the Engineer and the property owner.

5.47. CONTRACTOR'S WORKING CONDITIONS: PROTECTION OF THE PUBLIC, WORK, AND PROPERTY

A. The Contractor shall provide and maintain all necessary watchmen, barricades, red lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with the Contract. The Contractor shall make good any damage, injury, or loss to their work and to the property of the City, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the City.

B. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the City's and adjacent property from injury arising from or in connection with this Contract.

C. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by their operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against themself or the City on account of damage inflicted

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by their operations, and shall pay any judgements awarded to cover such damage; provided, however, that if either party to this Contract should suffer injury or damages in any manner because of any wrongful act or neglect of the other party or of anyone employed by them, then they shall be reimbursed by the other party for such damage. Notice of pending claim for such reimbursement shall be made in writing to the party responsible within a reasonable time of the first observance of such damage, and the claim shall be filed and adjusted prior to the time of final payment.

5.48. CONTRACTOR'S WORKING CONDITIONS: ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable local ordinances, State, and Federal laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

5.49. CONTRACTOR'S WORKING CONDITIONS: INTERFERENCE WITH TRAFFIC

In executing the work on this project the Contractor shall not unnecessarily impede or interfere with traffic on public highways or streets. Any question as to what constitutes unnecessary interference with traffic or a hazard to traffic shall be determined by the Engineer and the Traffic Engineer of the City. The Contractor shall confer with and keep Police and Fire Departments of the City fully informed as to street or alleys which are to be closed to traffic for construction purposes. The Contractor shall be responsible for coordination of their work with all affected utilities.

5.50. CONTRACTOR'S WORKING CONDITIONS: SANITARY CONVENIENCES

The Contractor shall provide and maintain at the site of the construction work at all times, suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. Pit type toilets shall be of proper design and fly tight. All toilet facilities shall be subject to the approval of the Pueblo City County Health Department.

5.51. CONTRACTOR'S WORKING CONDITIONS: WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to the permission of the Engineer.

5.52. CONTRACTOR'S WORKING CONDITIONS: COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting a bid, the Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. Contractor represents and warrants that to the extent

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required by said Act, all persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

5.53. CLEANUP AND FINAL COMPLETION: CLEANING UP AND FINAL INSPECTION

A. The Contractor shall at all times keep the site of the work free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their rubbish from and about the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready to use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the City therefore.

B. All sewers, conduits, pipes and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction; and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish at their own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Engineer, fall short of first class work, shall be promptly corrected by the Contractor at their own expense. Cleaning and repairs shall be arranged, so far as practical, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the Engineer, who at the same time will make their final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

5.54. CLEANUP AND FINAL COMPLETION: CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by, the plans and specifications of the completed project.

B. Any cost caused by defective or ill timed work shall be borne by the party responsible therefore.

C. The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor without the consent of the Engineer.

5.55. CLEANUP AND FINAL COMPLETION: FINAL TESTS

After completion of the work the Contractor shall make any and all tests required by the specifications or by municipal or state regulations, and where so provided in said regulations shall furnish the City with certificates of inspection by the municipal or state regulatory bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of City or the Public.

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5.56. CLEANUP AND FINAL COMPLETION: CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship, whether latent or patent, within the extent and period provided by law.

5.57. CLEANUP AND FINAL COMPLETION: TERMINATION FOR CAUSE

A. In the event the Contractor shall be adjudged as bankrupt, or shall make a general assignment for the benefit of their creditors, or a receiver shall be appointed on account of their insolvency, or if they shall persistently or repeatedly refuse or should fail to supply enough properly skilled workers or proper materials, or shall fail to maintain required insurance, or shall fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provisions of the Contract, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten days cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within thirty days from the date of the mailing to such Surety of a notice of termination, the City may take over the work and prosecute the same to completion for the account and at the expense of the Contractor, and the Contractor and their Surety shall be liable to the City for any excess cost thereby occasioned the City. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. The expense incurred by the City herein provided, and the damages incurred through the Contractor's default, shall be determined by the Engineer whose decision thereon shall be final and conclusive.

B. Where the Contract has been terminated by the City, said termination shall not affect or terminate any of the rights of the City as against the Contractor and their Surety then existing or which may thereafter accrue because of such default. Any retention by the City of the moneys due the Contractor under the terms of the Contract shall not release the Contractor or their Surety from liability for their default.

5.58. CLEANUP AND FINAL COMPLETION: FINAL ACCEPTANCE OF THE WORK

A. The Contract shall be deemed as having been finally accepted by the City upon authorization of final payment issued by the Engineer.

B. Use of part of the improvement by the City before completion of the entire project is not to be construed by the Contractor as an acceptance by the City of that part so used.

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5.59. CLEANUP AND FINAL COMPLETION: COMMENCEMENT AND COMPLETION OF WORK

A. The Contractor shall commence work within three (3) calendar days of the date of execution of the Contract (unless otherwise stated in the Bid Form), and complete the Contract within the number of calendar days from the date of the Notice to Proceed as stated in the Bid Form.

B. The dates fixed for commencement and completion of the work shall be extended for a period equivalent to the time lost because of severe and unusual weather, non delivery of properly ordered materials, or other cause over which the Contractor is not responsible. The Contractor shall document reasons for requesting any such extensions in a letter to the Engineer, and the Engineer shall fix the period of extensions, if any, their decision being binding upon both parties. If satisfactory execution and completion of the Contract shall require work or materials in substantially greater amounts or quantities than those set forth in the Contract, then the contract time shall automatically be increased in the same proportions as the cost of the additional work bears to the original contracted for. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor or their subcontractors or suppliers.

5.60. CLEANUP AND FINAL COMPLETION: LIQUIDATED DAMAGES

A. In the event that the Contract has not been completed within the specified time (including any approved time extensions as described in Paragraph COMMENCEMENT AND COMPLETION OF WORK) the amounts set forth in Paragraph FAILURE TO COMPLETE WORK ON TIME will be deducted from the amount paid the Contractor, as liquidated damages.

B. No other liquidated damages will be charged for noncompletion within the specified time unless specifically stated in the Special Provisions.

5.61. CLEANUP AND FINAL COMPLETION: WAIVER OF STATUTORY LIMITATIONS AND CONDITIONS

The rights and remedies available to City under the Contract Documents, including the City's right to recover liquidated damages, are in addition to, and not limited by, any rights, remedies and limitations provided under law. By bidding upon and entering into this Contract, the Contractor specifically waives all provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statues including, without limitations, those relating to defects in the work under the Contract, limitation of damages and notice of claim process.

5.62. MEASUREMENT AND PAYMENT: MEASUREMENT OF WORK

A. If the bid for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the corresponding number given in the bid form or plans, but no variation will be made in the contract unit prices on the account. No extra measurement of any kind will be allowed in measuring the units of work under this

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Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.

B. The method of measurement shall be as described in that part of the specifications covering the particular units of work or materials furnished.

5.63. MEASUREMENT AND PAYMENT: PAYMENTS

A. The Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed during the preceding calendar month, and at the time of completion of the work under the Contract, the Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed since the last calendar month for which the Contractor has submitted an estimate, such estimates to be used after approval as a basis for periodical and final payments. In City's sole and absolute discretion, City may require certifications of payment by any supplier, subcontractor, and materialmen of Contractor with respect to the work performed.When approved, one copy of such estimate will be returned to the Contractor.

B. Not later than the 21st day after approval of periodic estimate and receipt of all other required payment submittals as detailed in SPECIAL PROVISIONS, the City will make partial payment to the Contractor on the basis of a duly certified and approved estimate and certifications, if required, of the work performed by the Contractor during the preceding calendar month. The City, at its discretion, may include in such monthly estimates payment for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Payment for materials on hand but not in place, unless otherwise provided in the Special Provisions, shall be based on the Contractor's cost of such materials stored at the job site, as evidenced by material bills and freight bills. No additional allowances will be made for handling or drayage by the Contractor's forces, nor overhead, insurance, profit, or other incidental costs. The Contractor shall, if required by the Engineer, present certified copies of receipted bills and freight bills for such materials. Such material when so paid for by the City shall become the property of the City, and in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.

C. The City will retain a percentage of the amount of each periodical estimate until the final completion and acceptance by the City of all work included in this Contract. Unless otherwise specified in SPECIAL PROVISIONS , the percentage retained shall be 10%, except that the retainage on the periodic estimate considered to be the final estimate may be reduced by the Engineer to an amount deemed by them sufficient to complete minor work, effect minor repairs or perform minor cleanup, provided, however, that in no event may retainage be reduced to less than five percent (5%) of the original contract amount. Nothing in this section shall be

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construed to limit or restrict the City's right to withhold additional amounts pursuant to Section WAIVER OF STATUTORY RETENTION LIMITS of these General Provisions.

D. Final payment of the percentage retained by the City on the monthly periodical estimates and on the final estimate will be paid to the Contractor not more than thirty (30) days after final acceptance by the City of the work on this Contract and publication of the statutorily required Notice of Final Settlement.

5.64. MEASUREMENT AND PAYMENT: WAIVER OF STATUTORY RETENTION LIMITS

Contractor acknowledges that the City will retain up to 10% of each periodical estimate as set forth in paragraph PAYMENTS (c) above. By bidding upon and entering into this Contract, the Contractor knowingly and voluntarily waives any and all right or entitlement it may have for a lesser percentage to be retained from payments pursuant to Section 24-91-103(1)(a) of the Colorado Revised Statutes.

5.65. MEASUREMENT AND PAYMENT: CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATIONS THEREOF

A. The City may withhold, in addition to retained percentages, from any payment to the Contractor, such an amount or amounts as may be necessary to cover:

1. Claims filed with the City for labor or materials furnished in connection with the work;
2. Correction of defective work not promptly remedied by Contractor;
3. Amounts owed to their suppliers, subcontractors, and workers;
4. An amount sufficient to ensure completion if a reasonable basis exists to believe that the Contract cannot be completed for the balance then unpaid;
5. Damage caused by Contractor to another contractor or public or private property;
6. Excess cost of field engineering and inspection;
7. City Sales and Use Tax to which the City is entitled;
8. Liquidated damages.

B. The City may disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

C. Neither the final payment nor any part of the retained percentage shall become due until 30 days after publication of Notice of Final Settlement on the Project and after the Contractor shall have delivered to the City a complete release for themself and all materialmen and

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subcontractors of all claims or liens arising out of the Contract, or receipt in full in lieu thereof. The Contractor may, however, furnish a bond, satisfactory to the City Attorney, to indemnify the City against any claim or lien. If any claim or lien remains unsatisfied after all payments are made, the Contractor and their Surety shall be liable to the City for all moneys that the latter may be compelled to pay in discharging such claim or lien, including all costs and reasonable attorney's fees.

5.66. MEASUREMENT AND PAYMENT: UNCORRECTED WORK

All work performed incorrectly or of incorrect materials shall be replaced before final payment. Final payment will be withheld until such corrections have been accomplished.

5.67. MEASUREMENT AND PAYMENT: CHANGE ORDERS

A. The Engineer, in writing, may direct that changes be made in the work to be performed or the materials to be furnished pursuant to the provisions of this Contract. A written change order which causes any increase in the original contract price shall include a statement that lawful appropriations have been made sufficient to cover the costs of the change order.

B. Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change shall be determined by one or more of the following methods:

   1. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;

   2. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract; or by schedule of unit prices approved by Engineer pursuant to GENERAL PROVISIONS, CONTRACTS: SCHEDULE OF UNIT PRICES;

   3. By an acceptable lump sum bid from the Contractor;

   4. On a cost plus limited basis not to exceed a specified limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance; provided the specified percentage does not exceed fifteen (15) percent of the aggregate cost of such labor, materials, and insurance and shall in no event exceed a specified limit). Provided, however, that the aggregate payment of all work shall in no case exceed the estimate of the Engineer.

C. No claims for an addition to the contract sum shall be valid unless authorized in writing as aforesaid.

D. In cases where a lump sum bid is submitted by the Contractor in excess of $500.00 (Five Hundred Dollars) and the Engineer considers the bid so submitted is excessive or unreasonable

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for the changes or added work contemplated, the City reserves the right to request a bid for the same changed items from other contractors. If a bid for such added work is obtained from other contractors at a lesser amount, the City reserves the right to make an award for such work to another contractor unless the Contractor on this Contract agrees to do the added or changed work for the price named by the other contractor.

E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the City unless claim for such added work has been filed by the Contractor within ten (10) days after such alleged extra work was performed.

5.68. MEASUREMENT AND PAYMENT: SIGNIFICANT CHANGES IN CHARACTER OF THE WORK

A. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

B. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alternations or changes are in themselves significant changes to the character of the work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profit, will be made to the contract price. The basis for adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon for any reason what so ever, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

D. As used in this section, the term “significant change” shall be construed to apply only to the following circumstances:

1. When the character of the work as altered differs substantially and materially in kind or nature from that involved or included in the original proposed construction, or

2. When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. A major item is defined to be any item having an original contract value in excess of 10 percent of the original contract amount.

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5.69. CONTRACTOR'S RIGHT TO TERMINATE: CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by them, or if the Engineer should fail without cause to issue any estimate within thirty (30) days after it is due, then the Contractor may, upon ten (10) days written notice to the City of Pueblo, stop work or terminate the Contract and recover from the City payment for all work executed plus any loss sustained upon any plant or material plus reasonable profit and damages.

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6. VENDOR SUBMISSIONS

The answers to following questions constitutes the Contractor's Bid Proposal.

6.1. BID GUARANTEE*

To submit a bid bond - Please download the document provided below, complete, and upload.

To submit a certified check, cashier's check, or money order - **Please scan and upload a copy of your check or money order. The original check or money order must be delivered to the Purchasing Department in person or via mail by the bid submittal deadline date.**

If sending by mail the envelope must be addressed to:

City of Pueblo Purchasing Department

230 S. Mechanic Street

Pueblo, CO 81003

The Bid Number and Name must be listed clearly on the outside of the envelope.

- Bid_Bond.pdf

*Response required

6.2. CONFIRMATION OF UNDERSTANDING AND OFFER*

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Confirming below will serve as the Bidder's acknowledgement of understanding and ability to comply with all requirements and conditions of this project and that all mandatory submittals are included in this bid proposal. **Confirmation must be made by an agent who is legally authorized to bind the company.**

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

The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid on the basis of the Total Base Bid plus any Bid Alternates selected. Award shall be at the sole discretion of the City.

The sum of the Total Base Bid plus all Bid Alternates shall be the basis for establishing the Bid Bond amount. The sum of the Total Base Bid plus any Bid Alternates selected by the City shall be the basis for establishing the amount of the Payment and Performance Bonds for this Contract.

Quantities shown on the pricing schedule are subject to additions or reductions. The City reserves the right to adjust the required quantities as necessary. Additional quantities shall be furnished by Bidder at

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the unit price quoted. The time allowed for construction shall be adjusted in direct proportion to the difference of the adjusted quantities to the estimated quantities.

By confirming below Bidder acknowledges that they have examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

The Bidder, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within 90 calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

Bidders shall not add any conditions or qualifying statements to this bid. If such items are added the bid may be declared nonresponsive and rejected.

Bidder shall be subject to all applicable City, County, State, and Federal Taxes in the performance of this Contract.

☐ Please confirm

*Response required

6.3. NAME, TITLE, AND CONTACT INFORMATION*

Enter the Name, Title, and Contact Information, **including phone number and email address**, of the person providing the Confirmation of Understanding and Offer.

*Response required

6.4. ACKNOWLEDGEMENTS

*6.4.1. AFFIRMATIVE ACTION PLAN REQUIREMENT:**

In accordance with LABOR PROVISIONS , Section 2: Nondiscrimination and Equal Employment Opportunity Requirements, the bidder hereby acknowledges that they have a written affirmative action plan which declares that the Contractor and its Subcontractor(s) do not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Bidder further understands that the written plan must be submitted to the City of Pueblo Purchasing Department (and the applicable federal agency in the case of Federally funded projects) within ten (10) days of the award of contract.

Neither the receipt by the City of this completed form, nor of any Affirmative Action Plan submitted by any bidder, contractor, or subcontractor, shall constitute any determination by the City of the adequacy of any Affirmative Action Plan.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

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*Response required

*6.4.2. INSURANCE REQUIREMENTS**

Bidder hereby acknowledges understanding of the insurance requirements as set forth in GENERAL PROVISIONS, INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE and certifies that they are in compliance with these requirements or will be upon award.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

*6.4.3. COLORADO LABOR REQUIREMENT:**

The bidder named below hereby acknowledges understanding of the Colorado labor requirement as set forth in GENERAL PROVISIONS, CONTRACTOR'S WORKING CONDITIONS: LABOR, sub-paragraph (b) and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

*6.4.4. SALES AND/OR USE TAX INFORMATION**

CITY OF PUEBLO SALES OR USE TAX –

The Contractor and any Subcontractors shall pay all applicable City of Pueblo Sales or Use taxes. All General Contractors and Subcontractors are mandated to be licensed with the City of Pueblo Sales Tax Office. Please refer any questions on City Sales or Use Taxes to the City of Pueblo, Department of Finance. Their telephone number is (719) 553-2659.

Please note, there are NO tax-exempt projects within the City of Pueblo.

STATE OF COLORADO SALES OR USE TAX –

The exemption of building materials from State Sales or Use Tax in Colorado Revised Statutes applies only to the State of Colorado Sales or Use Taxes. Please refer any questions on State Taxes to the State of Colorado, Department of Revenue.

PUEBLO COUNTY SALES OR USE TAX –

The State of Colorado collects all sales or use tax for the County of Pueblo; therefore, any exemption allowed by the State applies to the County.

Please confirm you acknowledge the above statements:

☐ Please confirm

*Response required

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6.5. Has/is this firm or any officer or partner of this firm:

*6.5.1. Convicted of a criminal offense**

Been convicted of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract?

☐ Yes
☐ No

*Response required

*6.5.2. Convicted under state or federal statutes**

Been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which directly affects responsibility as a City contractor?

☐ Yes
☐ No

*Response required

*6.5.3. Convicted under state or federal antitrust statutes**

Been convicted under state or federal antitrust statutes arising out of the submission of bids or proposals?

☐ Yes
☐ No

*Response required

*6.5.4. Failed to perform**

Failed to perform or unsatisfactorily performed in accordance with the terms of one (1) or more contracts with public or private entities within the previous five (5) years?

☐ Yes
☐ No

*Response required

*6.5.5. Suspension or Debarment**

Currently under suspension or debarment by the City or any other governmental entity which is based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity?

☐ Yes
☐ No

*Response required

*6.5.6. Unqualified**

Unqualified or financially unable to timely perform the work?

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☐ Yes
☐ No

*Response required

*6.5.7. Unlicensed **

Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

☐ Yes
☐ No

*Response required

*6.5.8. Delinquent**

Delinquent in making payment of any City taxes for which the tax liability has been finally determined and no further right of appeal exists?

☐ Yes
☐ No

*Response required

*6.5.9. Confirmation **

By acknowledging and confirming below Bidder affirms that all answers to the above questions are true and binding. If the City finds verifiable information from another source that conflicts with the responses provided, Bidder's submittal will be rejected.

Please confirm your acknowledgment of the above statement and questions/sub-questions:

☐ Please confirm

*Response required

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7. PRICING TABLE

BASE BID - ASPHALT IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphalt Cold mill Planing ± 2 inches	21,176	SY		
2	Install HMA PG SX 64-28 Asphalt Overlay	2,330	TON		
3	Adjust Sanitary Manholes to Finished Grade	6	EA		
4	Adjust Storm Manholes to Finished Grade	7	EA		
5	Adjust Water Valves to Finished Grade	39	EA		
6	Adjust Survey Boxes to Finished Grade	4	EA		
7	Vehicle Towing Allowance	1	EA		
8	Install Pavement Markings per City Plan (Inlaid Epoxy, 4-inch White)	491	SF		
9	Install Pavement Markings per City Plan (Inlaid Epoxy, 8-inch White)	795	SF		
10	Install Pavement Markings per City Plan (Inlaid Epoxy, 4-inch Yellow)	2,330	SF		
11	Install Thermoplastic Markings per City Plan (Arrows)	414	SF		
12	Install Thermoplastic Markings per City Plans (X-Walk)	220	SF		
13	Install Thermoplastic Markings per City Plans (Stop Bars)	116	SF		
14	Asphalt Patching (3-inches HMA)	500	SF		
15	Asphalt Patching (3-inches HMA on 8-inches ABC)	4,608	SF		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Erosion and Sediment Control	1	LS		
17	Traffic Control	1	LS		
18	Mobilization	1	LS		
TOTAL					

BASE BID - SANITARY SEWER IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
19	Remove & Replace 18" VCP to 18" PVC Pipe	140	LF		
20	Remove & Replace 60" Manhole > 25' Deep	1	EA		
21	Bypass Pumping	1	LS		
22	Tracer Wire Installation	1	LS		
23	FlowFill	75	CY		
24	Mobilization	1	LS		
25	Traffic Control	1	LS		
TOTAL					

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NOTICE OF AWARD
(Sample)

City of Pueblo, Colorado

_____
(Date)

To: _____

_____

_____

Ref: **Bid No.:**
Bid Name:

The City of Pueblo hereby accepts your bid submitted on _____ for the construction of referenced project. It appears that your bid in the amount of $_____for _____, is fair, equitable, and in the best interest of the City.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Payment and Performance bonds, within ten (10) business days from and including the date of this notice.

The Bid Guaranty submitted with your bid will be returned upon execution of the Contract Agreement and the furnishing of the Payment and Performance Bonds. In the event you should fail to execute the Contract Agreement and furnish the Payment and Performance Bonds within the time specified, said Bid Guaranty will be retained by said City as liquidated damages and not as penalty, for the delay and extra work caused thereby.

Director of Purchasing
City of Pueblo

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CONTRACT AGREEMENT
(Sample)

THIS AGREEMENT made and entered into this ____ day of _____, 20___, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and _____, hereinafter referred to in the Contract Documents as "Contractor".

WITNESSETH, in consideration of the sum to be paid by the City to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree, to furnish all labor, tools, equipment, and material and to pay for all such items, and to construct complete in every detail, To-Wit:

Bid No.:
Bid Name:

At the prices bid, in accordance with the drawings and specifications, and all Contract Documents for this project which are on file and available for inspection in the office of the Director of Public Works of Pueblo, all to the satisfaction of the Director of Public Works for the City of Pueblo.

AND FOR SAID CONSIDERATION, IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Contract Documents. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements same.

2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.

3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.

4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

Notice of Award	
Contract Agreement (This Instrument)	
Performance Bond	
Payment Bond	
Notice to Proceed	
Section I.	Advertisement for Bids
Section II.	Introduction
Section III.	Special Provisions
Section IV.	Labor Provisions
Section V.	General Provisions
Section VI.	Project Details
Section VII.	Vendor Submissions
Section VIII.	Pricing Table
Appendices	A-C

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The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted April 11, 2022, are hereby included by reference and all provisions thereof shall be applicable.

5. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this Contract.

6. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the Contract.

7. All of the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.

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

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

CONTRACTOR

By _____

Title _____

PUEBLO, A MUNICIPAL CORPORATION

By _____
Director of Purchasing

ATTEST:

_____
City Clerk

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

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PERFORMANCE BOND
(Sample)

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____ a _____ hereinafter called "Principal" and

_____
Surety

of _____, State of _____, hereinafter called the "Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called "City", in the penal sum of:

_____Dollars ($_____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.:
Bid Name:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof (including all warranty periods), and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if they shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20___.

_____
Principal

ATTEST:

By _____
Principal Secretary

By _____

Title _____

(SEAL)

_____
(Address)

By _____
(Witness as to Principal)

_____
(Address)

_____
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact

(SEAL)

_____
(Address)

By _____
(Witness as to Surety)

_____
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

PAYMENT BOND
(Sample)

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____ a _____hereinafter called "Principal" and

_____
Surety

of _____, State of _____, hereinafter called the "Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called "City", in the penal sum of:

_____Dollars ($_____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.:
Bid Name:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, supplies, lubricants, oil, gasoline, rental machinery, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20___.

_____
Principal

ATTEST:

By _____
Principal Secretary

By _____

Title _____

(SEAL)

_____
(Address)

By _____
(Witness as to Principal)

_____
(Address)

_____
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact

(SEAL)

_____
(Address)

By _____
(Witness as to Surety)

_____
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

NOTICE TO PROCEED
(Sample)

City of Pueblo, Colorado

_____
(Date)

To: _____

_____

_____

Ref: **Bid No.:**
Bid Name:

You are hereby authorized to proceed on _____, 20___, or within three (3) consecutive calendar days with construction of above referenced project as set forth in the Contract Documents.

The Bid Bond submitted with your Bid may now be cancelled by your Surety.

Director of Public Works
City of Pueblo

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

Pueblo Regional Building Department
830 N Main St. Suite 100
Pueblo, CO 81003
719-543-0002 fax 719-543-0062

www.prbd.com

To Whom It May Concern:

The law requires that licensed contractors perform all construction work. It is a violation of the law to perform construction without a license and it is equally a violation to hire someone to perform construction unless the party hired is a licensed contractor or is on the payroll of the company hiring as an employee.

Basic license categories are General Contractor A, B, and C; Electrical Contractor, Plumbing Contractor, and HVAC Contractor A and C. In addition, there are Contractor D single trade licenses, which are the type used by the majority of sub-contractors. Those trades requiring licenses include, but are not limited to:

Awning Installation
Demolition
Elevators
Framing
Masonry
Asphalt Paving
Utility Cont. Fire Main Systems
Utility Cont. Water
Sign Erection
Structural Steel
Mechanical A Unlimited
Mechanical Gas Work
Mechanical C Sheet Metal
Journeyman Refrigeration
Plumbing Swimming Pool
Plumbing Water Connected appliances
Concrete
Drywall
Excavation
House Moving
Ornamental Iron
Roofing
Plumbing Lawn Sprinkler
Utility Cont. Sewer
Siding
Stucco
U Occupancy (garages, sheds, etc.)
Mechanical C Limited (any 2 of 3)
Mechanical C Refrigeration
Journeyman Gas Fitter
Journeyman Sheet Metal
Utility Cont. Sewer & Water

If you have any questions, feel free to contact our office 719-543-0002.

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FINANCE DEPARTMENT
P.O. BOX 1427
PUEBLO, CO 81002

SALES TAX DIVISION
(719) 553-2659
FAX (719) 553-2657

TO ALL BIDDERS:

We would like to take this opportunity to welcome you to the City of Pueblo.

The City of Pueblo does not issue **tax-exempt certificates** and deems that all construction type of jobs within the city limits are subject to Sales and Use Tax at the rate of 3.7%. As of March 2015, the City mandates pre-paid Use Tax on projects over $1M. The tax is based on 40% of total project cost.

Each and every General and/or Sub-Contractor will need to obtain licensing with the City of Pueblo. An application is available from our office or on the website listed below. Typically contractors are licensed with a Use Tax License. If the applicant is a supplier with a storefront selling material to the contractors then a Sales Tax License will be issued. In either case, the filing frequency will be determined once the application is processed. Upon completion, a license along with the returns will be mailed to the applicant. **PLEASE NOTE: if the filing period does not have a tax liability a zero return must be filed.**

The Tax Guide entitled "Construction Contractors" and FAQ's has also been attached for assistance in explaining what would be subject to tax and provides scenarios that can be helpful to the construction industry.

The website for our office can be found at www.pueblo.us, hover over "Your Government," then click on "Sales Tax" under "Economic/Community Development." There you will find the Tax Guides, City of Pueblo Ordinances in their entirety, blank forms such as a return or an application.

If further assistance is needed, please phone our office at (719) 553-2659, as our staff would be happy to assist.

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City of Pueblo, Colorado

TAX GUIDE

CONSTRUCTION CONTRACTORS

DEFINITION:

The term "construction contractor" applies to general contractors and subcontractors and includes all building constructors, highway and road constructors, electrical, plumbing, and heating constructors, excavators, and others engaged in the construction, reconstruction, expansion, alteration, repair, or wrecking of **any physical structure that is part of real estate.**

Business enterprises providing completed units of personal property to be affixed to, installed in or used in conjunction with a structure will **not** be regarded as performing work by a **contractor** if the personal property can be removed:

1. Without substantial damage to the structure, and
2. Without altering the functional use of the structure.

Business enterprises, as described above, are considered vendors who make retail sales and must charge City of Pueblo Sales Tax on these items if licensed to do so. If the vendor is not licensed to collect City of Pueblo Sales Tax or for any reason fails to do so, then the contractor must pay the tax due as Use Tax. These types of items include, but are not limited to, appliances, storm doors and windows, patio covers, carpeting, pre-fabricated swimming pools, lockers, athletic equipment, toilet partitions, movable partitions, nursery stock, sod or other similar items used in connection with a structure.

STATE EXEMPT PROJECTS:

The State of Colorado provides an exemption for purchases by contractors of construction and building materials that become permanently affixed to the real property when the owner of the real property is a non-profit school or a governmental, charitable, or religious entity. **Pueblo has no such exemption.**

The contractor may not avoid the payment of the Pueblo Sales or Use Tax by use of provisions in the construction agreement or by use of the name of a tax exempt entity on an invoice or purchase order as the purchaser because the contractor is deemed to be the consumer of the materials used in construction. No exemption certificate issued by the Colorado Department of Revenue, nor any other taxing authority, will be recognized as a basis for exemption from the Sales of Use Tax levied by the City of Pueblo on construction materials.

CONSTRUCTION MATERIALS:

All building materials purchased, used or consumed in the City of Pueblo are subject to sales or use tax, unless the materials are purchased for resale or by seller holding a valid City of Pueblo Sales Tax License.

The general contractor on a project is responsible for the City of Pueblo tax on all material used or consumed on their project, including that used by the subcontractors the general contractor employs on the job. If the subcontractor is properly licensed with the City of Pueblo Finance Department, the subcontractor will be liable for their own taxes. But **the general contractor is responsible for the taxes owed by any unlicensed subcontractor they hire.**

Caution: City of Pueblo Sales Tax paid to a vendor who is not licensed to collect Pueblo Sales Tax does not relieve the contractor of this tax liability until said tax is remitted to the City of Pueblo.

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SALES TAX:

1. Materials delivered by a Pueblo vendor to a construction contractor at a job site or other location in Pueblo are subject to city sales tax.

2. Materials picked up inside the City of Pueblo are subject to city sales tax regardless of whether the materials are used inside or outside the city.

3. Materials delivered by a Pueblo vendor to a location outside the City of Pueblo, for use outside the city, are exempt from city sales tax.

4. There is no exemption in the sales tax ordinance for the temporary storage of construction materials in Pueblo.

USE TAX:

City of Pueblo use tax is due on all materials used, consumed or stored in the city on which City of Pueblo sales tax was not paid. Examples might include the following:

1. For materials purchased outside of Pueblo to be used or stored in Pueblo on which sales tax was legally paid to another municipal corporation, use tax would be due only to the extent that the Pueblo tax exceeds the amount of sales tax paid to the other municipality. Sales tax is legally paid to another municipal corporation only if delivery of the material takes place in that municipality.

2. For material purchased outside Pueblo and delivered into Pueblo either by the vendor or common carrier, the full 3.7% City of Pueblo use tax is due.

3. If for any reason a licensed vendor fails to charge City of Pueblo sales tax, the contractor as the ultimate user must pay the full use tax.

CONSTRUCTION TOOLS & EQUIPMENT:

NEW PURCHASES:

All purchases of tools, supplies and equipment from a Pueblo licensed vendor that are delivered inside the City of Pueblo are subject to city sales tax.

If no Pueblo sales tax was paid, the City Code imposes a use tax on the purchase of tools, supplies and equipment used or received in Pueblo. However, if sales tax was legally paid on a purchase to another Colorado municipality, Pueblo allows a credit for the rate of tax legally paid to another municipality up to the rate of Pueblo's use tax.

USED EQUIPMENT:

Machinery and equipment, which has been used prior to being brought into the City of Pueblo, is subject to city use tax on the actual purchase price of the equipment and is due at the time the equipment is first brought into the city. Credit is allowed for the rate of legally imposed sales and use tax previously paid to another municipality up to the rate of city use tax.

CONSTRUCTION EQUIPMENT:

Pueblo sales and use tax applies to the purchase or use of construction equipment (cranes, grades, backhoes, bulldozers, welders, etc) in the city. Any equipment owned by a local construction company is subject to city tax when the equipment is purchased or first brought into the City of Pueblo. Construction companies located outside the city are subject city tax when equipment is brought into Pueblo. EXCEPTION: The City of Pueblo provides a prorated use tax on construction equipment brought into the city for a period of thirty (30) consecutive days or less if the taxpayer has complied with the provisions of C.R.S. Section 29-2-109.

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MOTOR VEHICLE EXEMPTION:

Automotive vehicles (vehicles whose primary purpose is transportation upon public streets) registered and required by law to be registered outside of Pueblo are exempt. Specifically, construction contractors' pickup trucks and over-the-highway dump trucks, which are based and maintained at a location outside of Pueblo, would not be subject to Pueblo's sales or use tax.

RETAILER-CONTRACTOR:

Some contractors as defined above, also may be retail merchants of building supplies or construction materials, which were purchased tax free for resale. In the performance of their own construction contracts they might remove from their own stock whatever is needed for their contract operations. Such use of tax free merchandise is subject to tax in one of the following ways:

1. On time and material type contracts for all now tax exempt entities, sales tax must be charged and remitted on the total retail price charged to the customer.

2. On lump sum contracts and all jobs for tax exempt entities, use tax must be paid based on the acquisition cost of the merchandise.

Retailer contractors must have a City of Pueblo sales tax license. No sales tax license will be issued to regular contractors. They are not retailers of tangible personal property and are deemed to be users or consumers of all articles they use.

MANUFACTURER CONTRACTORS:

Manufacturing is defined as "the performance as a business of an integrated series of operations which places personal property in a form, composition or character different from that in which it was acquired whether for sale or use by the manufacturer. The change in form, composition or character must result in a different product having a distinctive name, character and use."

Organizations engaged in the manufacturing of tangible personal property who also perform construction contracts (i.e., permanently affix personal property to real property) are subject to Pueblo tax on the gross value of all materials, labor and services used and employed in the manufacture of the product.

FABRICATORS:

Shop tasks performed on construction materials, such as cutting, welding, drilling and painting structural steel or cutting, bending and attaching sheet metal pieces into "duct work," are not regarded as "manufacturing". Thus, in such cases, fabrication labor is not part of the tax base for a contractor/fabricator.

Fabricated labor is part of the tax base when transfer of title to the fabricated item takes place after performance of the fabrication by the retailer/fabricator.

RELATED TAX GUIDES:

Liens, Distraints & Enforcement
Manufacturers
Rental & Service Charges Combined
Special Mobil Machines & Equipment
Use Tax

THE ABOVE INFORMATION IS A SUMMARY IN LAYMAN'S TERMS OF THE RELEVANT PUEBLO TAX LAW FOR THIS INDUSTRY OR BUSINESS SEGMENT. IT IS NOT INTENDED FOR LEGAL PURPOSES TO BE SUBSTITUTED FOR THE FULL TEXT OF THE PUEBLO MUNICIPAL CODE AND APPLICABLE RULES AND REGULATIONS.

01/18

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FINANCE DEPARTMENT
P.O. BOX 1427
PUEBLO, CO 81002

SALES TAX DIVISION
(719) 553-2659
FAX (719) 553-2657

FREQUENTLY ASKED QUESTIONS (FAQ)

Below are FAQ's about City of Pueblo licensing and tax collection.

If you would like to see the ordinances in their entirety or peruse our website, please visit www.pueblo.us (click on "Your Government", then "Sales Tax" under "Economic/Community Development.") Once there, Tax and Licensing Ordinances **Title 9 – Licenses & Permits, Title 14 – Taxes & Finance,** The **Tax Guide** is also available at the Sales Tax main screen.

FAQ's:

Who has to be licensed with the City of Pueblo Sales Tax Division?

All businesses associated with the project must be licensed to include contractors, suppliers delivering to the job site, equipment rentals, tool sales onsite to name a few. Please contact our office if you have a question whether or not licensing should be acquired. A completed application along with the $50 annual licensing fee must be submitted to the Sales Tax Division. The license application can be downloaded from our website referenced above.

Can Contractors be liable for hiring unlicensed sub-contractors when working in the City of Pueblo?

Yes, prior to hiring a sub-contractor ensure they are licensed with the Sales Tax Division by requiring a copy of their current license. If not, the hiring contractor could be liable for taxation on the contractual agreement.

I am a Labor Only Contractor do I need to be licensed?

Yes, all businesses to include labor only must be licensed.

If I believe there are no taxes owed, do I still need to file a return?

Yes, a Zero return must be filed. If you do not file a return and no taxes are owed, a $15 late filing fee will be enforced.

If food is purchased for on the job consumption is it taxable?

Yes, food purchased from grocery stores is only exempt for home consumption. In any other situation the food is deemed taxable. Any prepared food is also subject to taxation.

Do I need to notify your office if my business closed?

Yes, we need WRITTEN notification that your business has closed.

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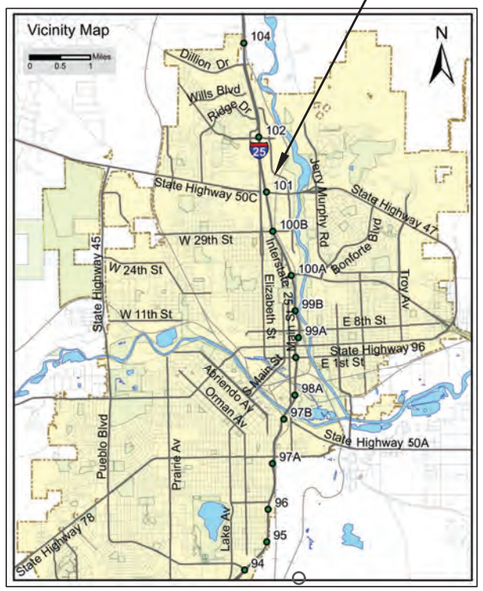
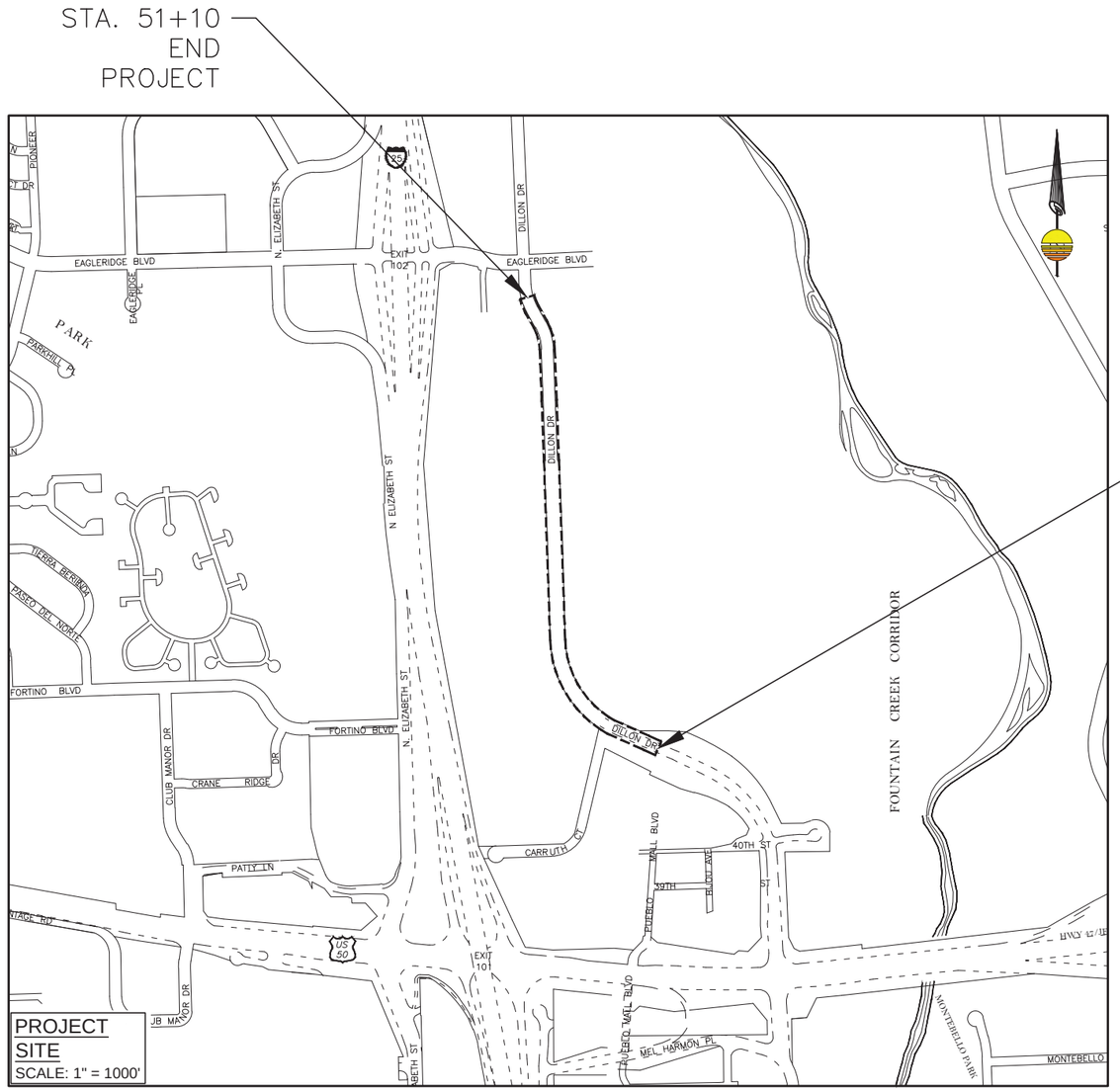
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE (RR BRIDGE TO EAGLERIDGE BOULEVARD)

PROJECT 24-030 (CI2415,WWAN01)

City of Pueblo, Colorado





SHEET INDEX	
DESCRIPTION	**SHEET NO.**
COVER SHEET	1
ASPHALT IMPROVEMENTS	2–9
SANITARY SEWER IMPROVEMENTS	10

Utility Companies and Contacts List

Company	Name		Email	Phone
Black Hills Energy	Derek	Chavez	derek.chavez@blackhillscorp.com	719-546-5808
QWEST/Century Link	Larry	Gurule	larry.gurule@centurylink.com	719-647-5230
Board of Water Works	Justin	Richardson	jrichardson@pueblowater.org	719-250-4147
Xcel Energy	Kevin	Johnson	kevin.johnson@xcelenergy.com	719-549-3615
Comcast	Dale	Stewart	dale_stewart@cable.comcast.com	719-306-2767
CDOT	Danny	Espinoza	danny.espinoza@dot.state.co.us	719-562-5519
Pueblo County	Teresa	Guagliardo	guagliardot@co.pueblo.co.us	719-583-4629
City of Pueblo Wastewater	Sonia	Mondragon	smondragon@pueblo.us	719-553-2890
City of Pueblo Stormwater	Jeff	Hawkins	jhawkins@pueblo.us	719-553-2277
City of Pueblo Public Works	Chuck	Roy	croy@pueblo.us	719-553-2271
City of Pueblo Traffic	Kevin	Passig	kpassig@pueblo.us	719-553-2722
City of Pueblo Streets	BJ	Aragon	baragon@pueblo.us	719-553-2319
City of Pueblo Parks	Mike	Taft	mtaft@pueblo.us	719-568-7780

BEFORE YOU DIG CALL: 1-800-922-1987 OR 811

Utility Notification Center of Colorado www.uncc.org

Know what's below. Call before you dig.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H):
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

COVER SHEET

DRAWING NO.

SHEET NO. 1

M:\Engineering\Shared\Engineering\2024 Projects\24-030 - Asphalt Improvements and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Blvd)\Pre-Award\Working Drawings\P_MASTER_DILLON_STRIPING_REVISED_1-30-24.dwg, 1/30/2024 9:49:37 AM, DWG To PDF.pc3

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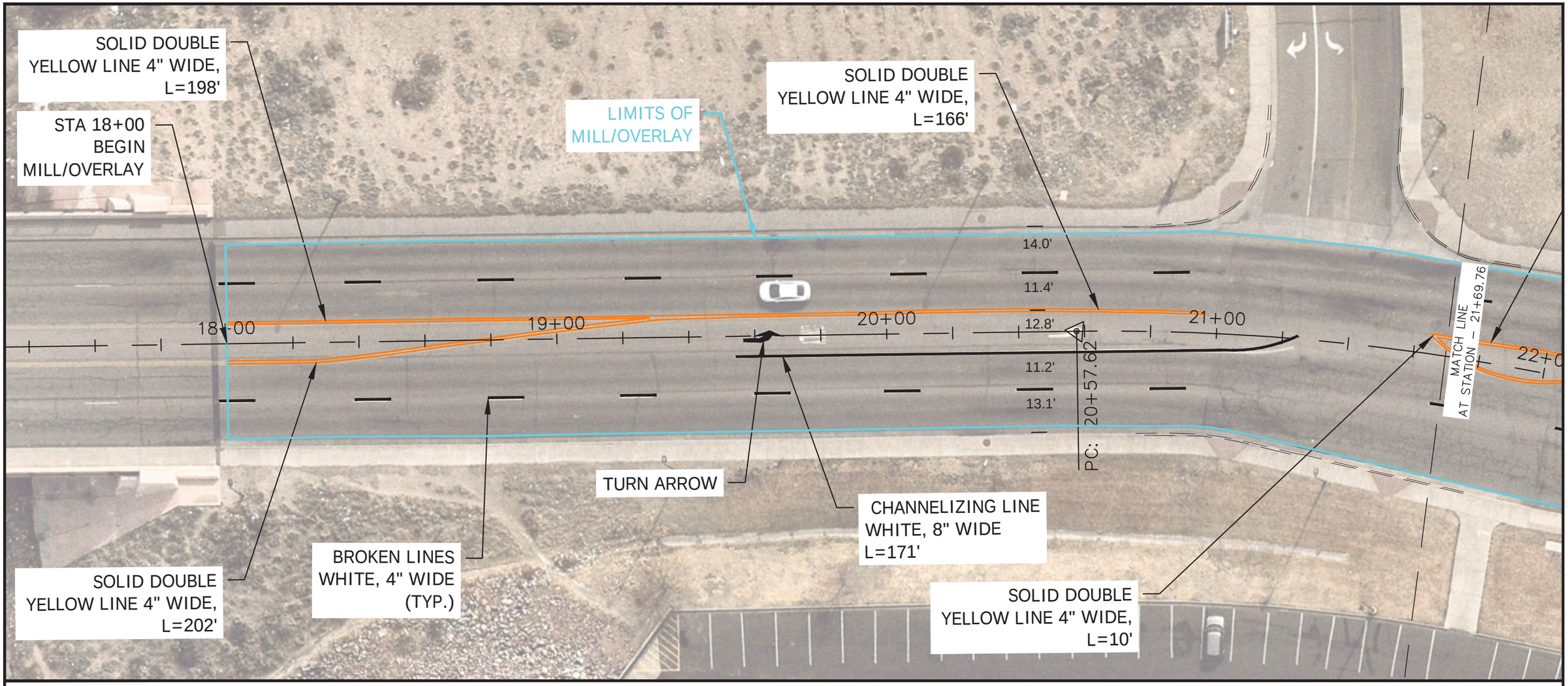

PAVEMENT MARKING QUANTITIES:

53	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
87	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
286	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
14	S.F. THERMOPLASTIC MARKINGS (TURN ARROW)

NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 30'
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 2

M:\Engineering\Shared\Engineering\2024 Projects\24-030 - Asphalt Improvements and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Blvd)\Pre-Award\Working Drawings\P_MASTER_DILLON_STRIPING_REVISED_1-30-24.dwg, 1/30/2024 9:49:48 AM, DWG To PDF.pc3

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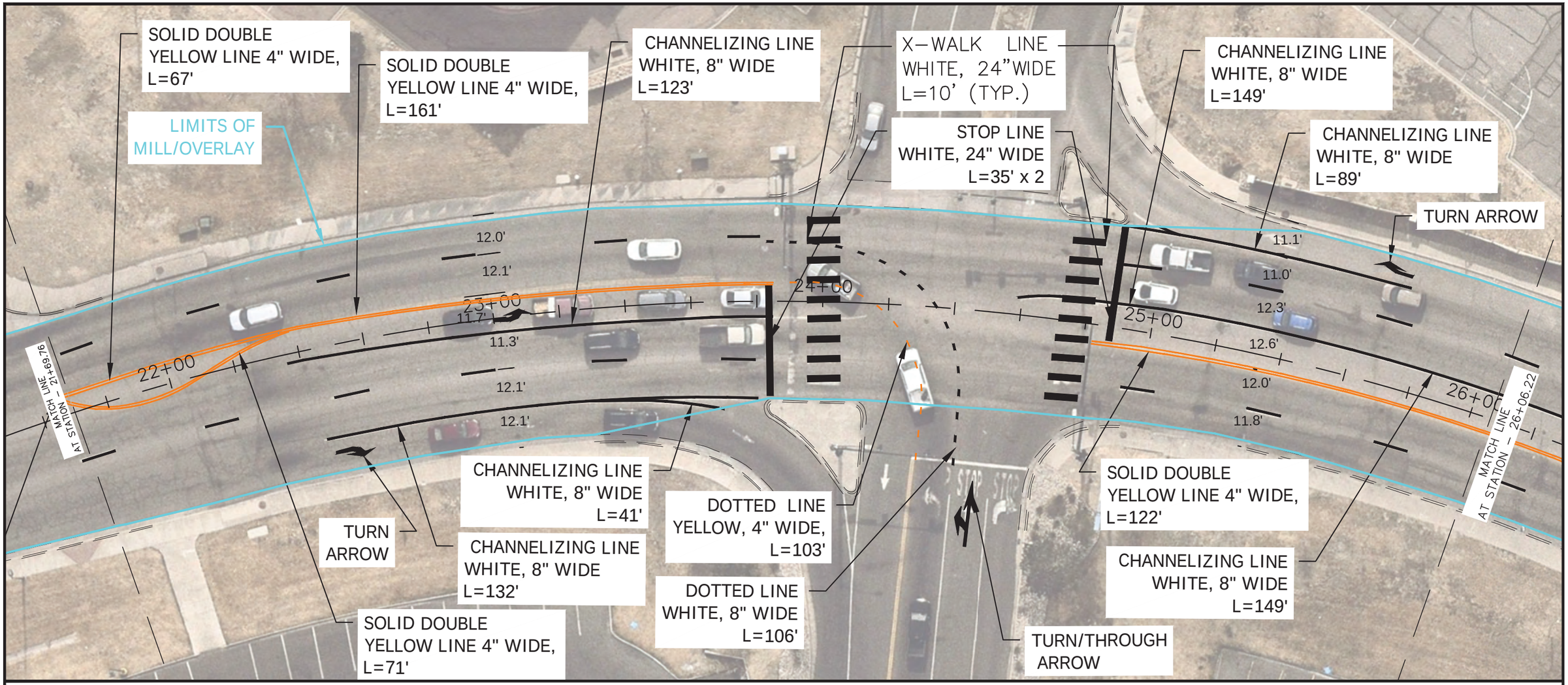

PAVEMENT MARKING QUANTITIES:

60	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
371	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
266	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
54	S.F. THERMOPLASTIC MARKINGS (TURN ARROW)
220	S.F. THERMOPLASTIC MARKINGS (X-WALK)
116	S.F. THERMOPLASTIC MARKINGS (STOP BARS)

NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 30'
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 3

M:\Engineering\Shared\Engineering\2024 Projects\24-030 - Asphalt Improvements and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Blvd)\Pre-Award\Working Drawings\P_MASTER_DILLON_STRIPING_REVISED_1-30-24.dwg, 1/30/2024 9:49:58 AM, DWG To PDF.pc3

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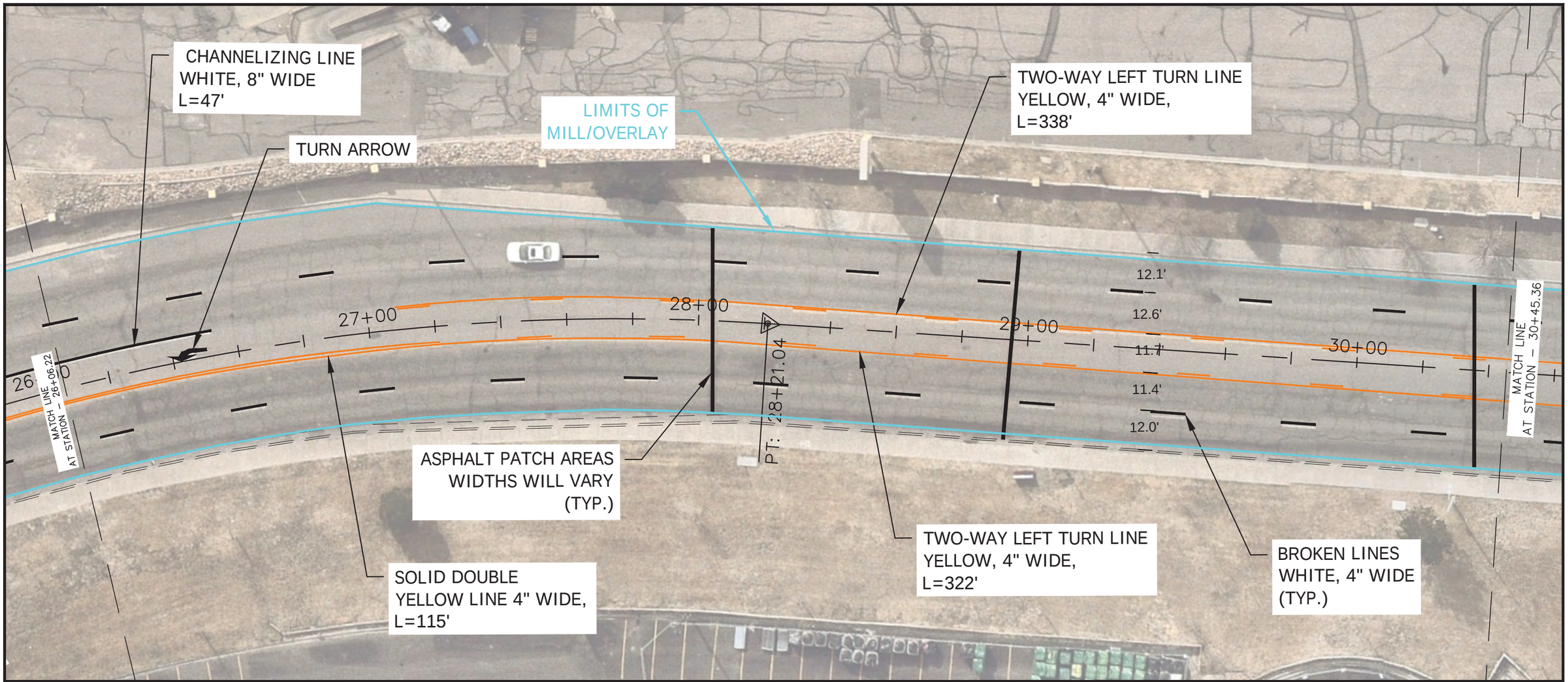

PAVEMENT MARKING QUANTITIES:

73	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
31	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
350	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
13.5	S.F. THERMOPLASTIC MARKINGS (TURN ARROW)
680	S.F. ASPHALT PATCH (3-INCH HMA ON 8-INCH ABC)

NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 30'
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 4

M:\Engineering\Shared\Engineering\2024 Projects\24-030 - Asphalt Improvements and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Blvd)\Pre-Award\Working Drawings\P_MASTER_DILLON_STRIPING_REVISED_1-30-24.dwg, 1/30/2024 9:50:08 AM, DWG To PDF.pc3

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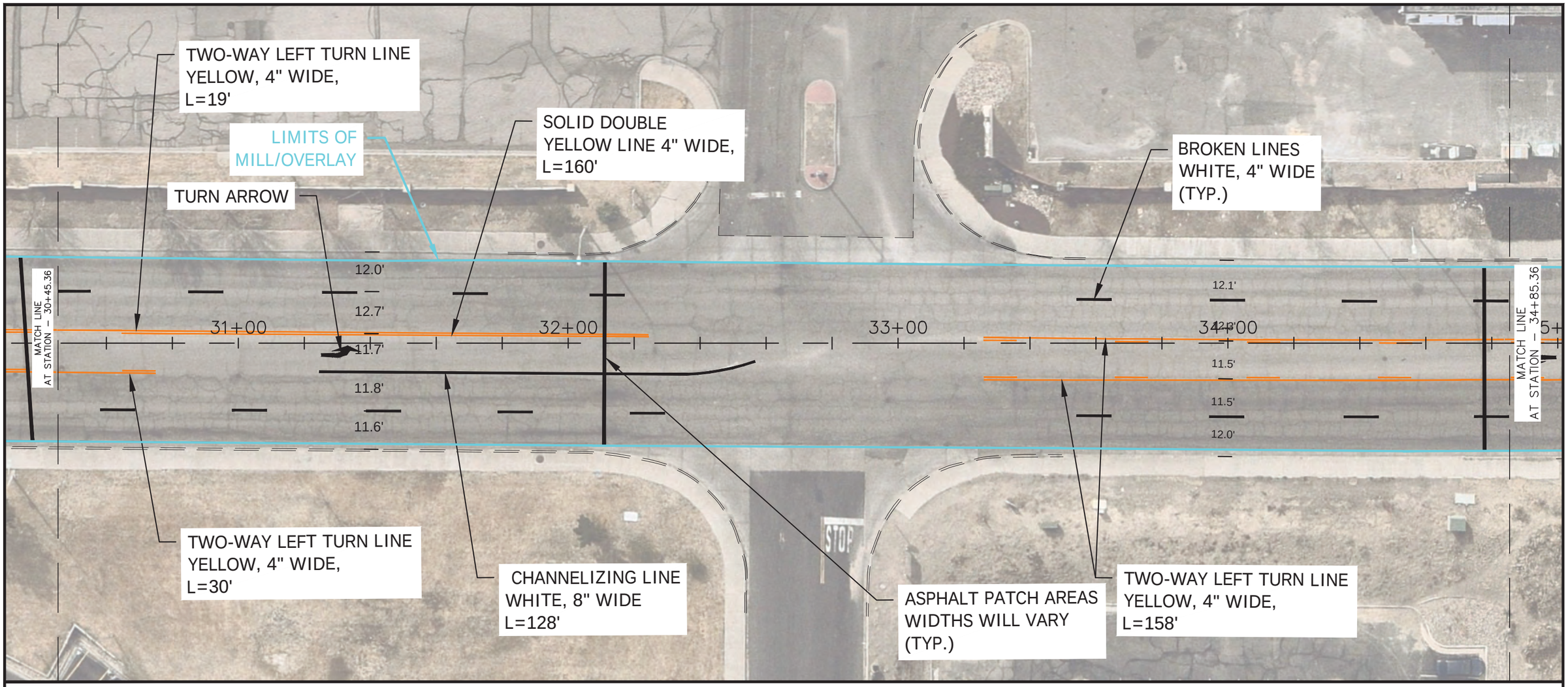

PAVEMENT MARKING QUANTITIES:

60	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
85	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
226	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
14	S.F. PAVEMENT MARKINGS (TURN ARROWS)
448	S.F. ASPHALT PATCH (3-INCH HMA ON 8-INCH ABC)

NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 30'
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 5

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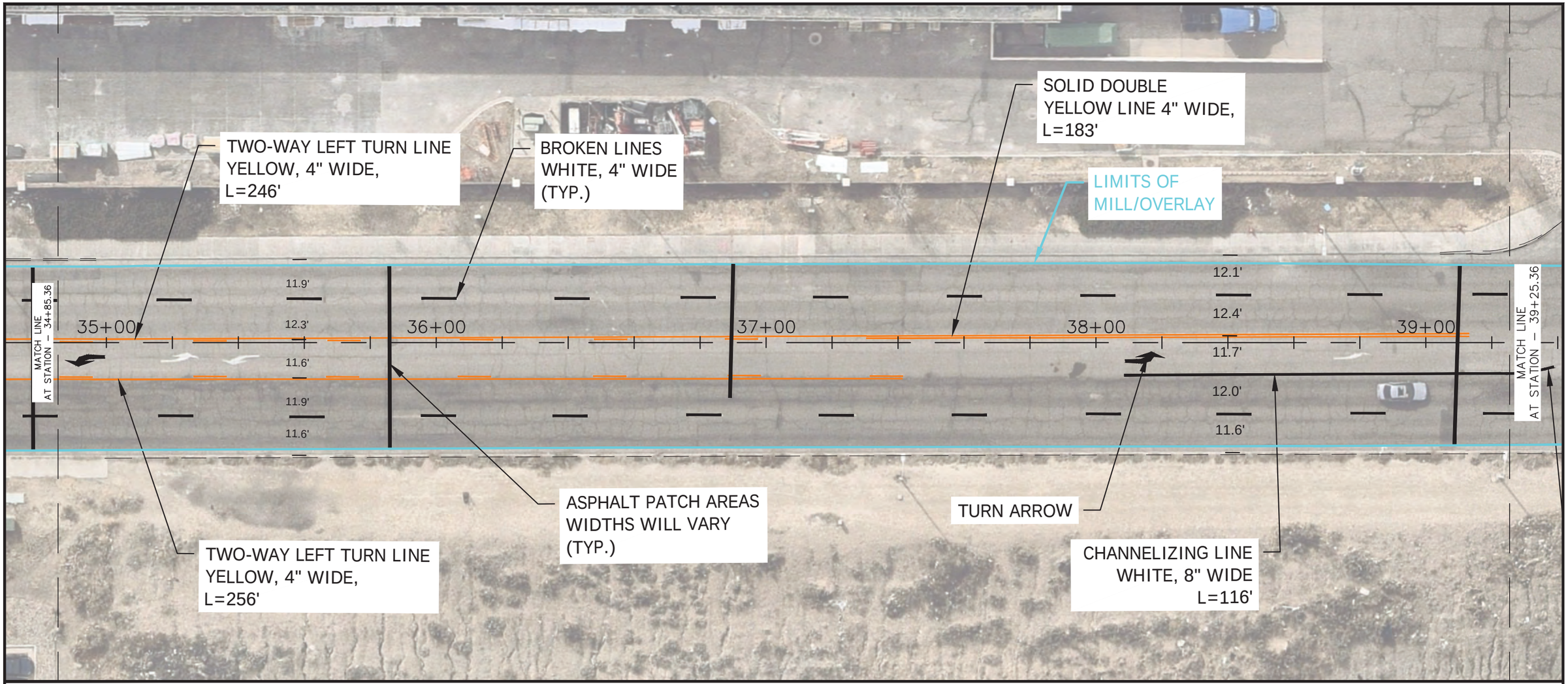

PAVEMENT MARKING QUANTITIES:

73	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
77	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
329	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
27	S.F. THERMOPLASTIC MARKINGS (TURN ARROW)
604	S.F. ASPHALT PATCH (3-INCH HMA ON 8-INCH ABC)

NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 30'
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 6

M:\Engineering\Shared\Engineering\2024 Projects\24-030 - Asphalt Improvements and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Blvd)\Pre-Award\Working Drawings\IP_MASTER_DILLON_STRIPING_REVISED_1-30-24.dwg, 1/30/2024 9:50:28 AM, DWG To PDF.pc3

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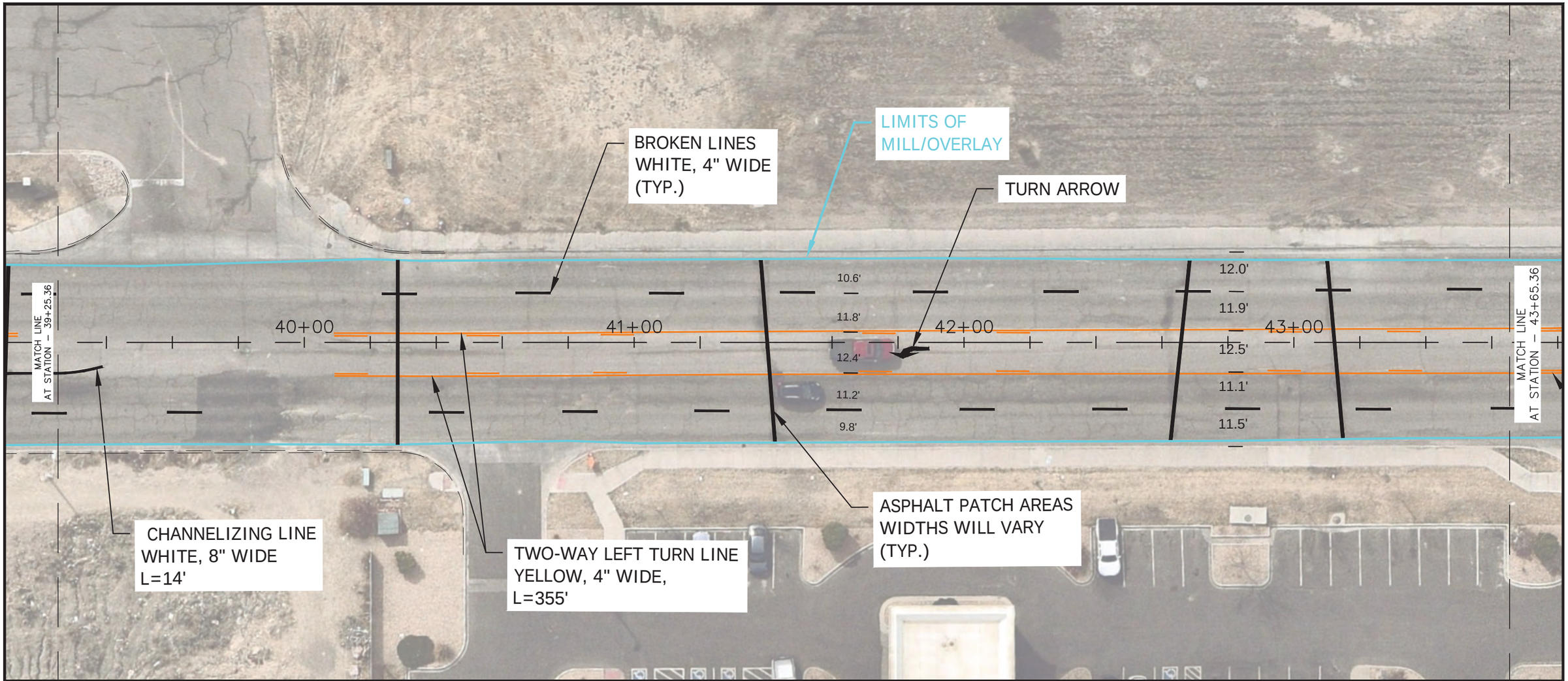

PAVEMENT MARKING QUANTITIES:

62	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
9	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
294	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
27	S.F. THERMOPLASTIC MARKINGS (TURN ARROW)
888	S.F. ASPHALT PATCH (3-INCH HMA ON 8-INCH ABC)

NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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ENGINEERING DIVISION
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(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 30'
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 7

M:\Engineering\Shared\Engineering\2024 Projects\24-030 - Asphalt Improvements and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Blvd)\Pre-Award\Working Drawings\P_MASTER_DILLON_STRIPING_REVISED_1-30-24.dwg, 1/30/2024 9:50:38 AM, DWG To PDF.pc3

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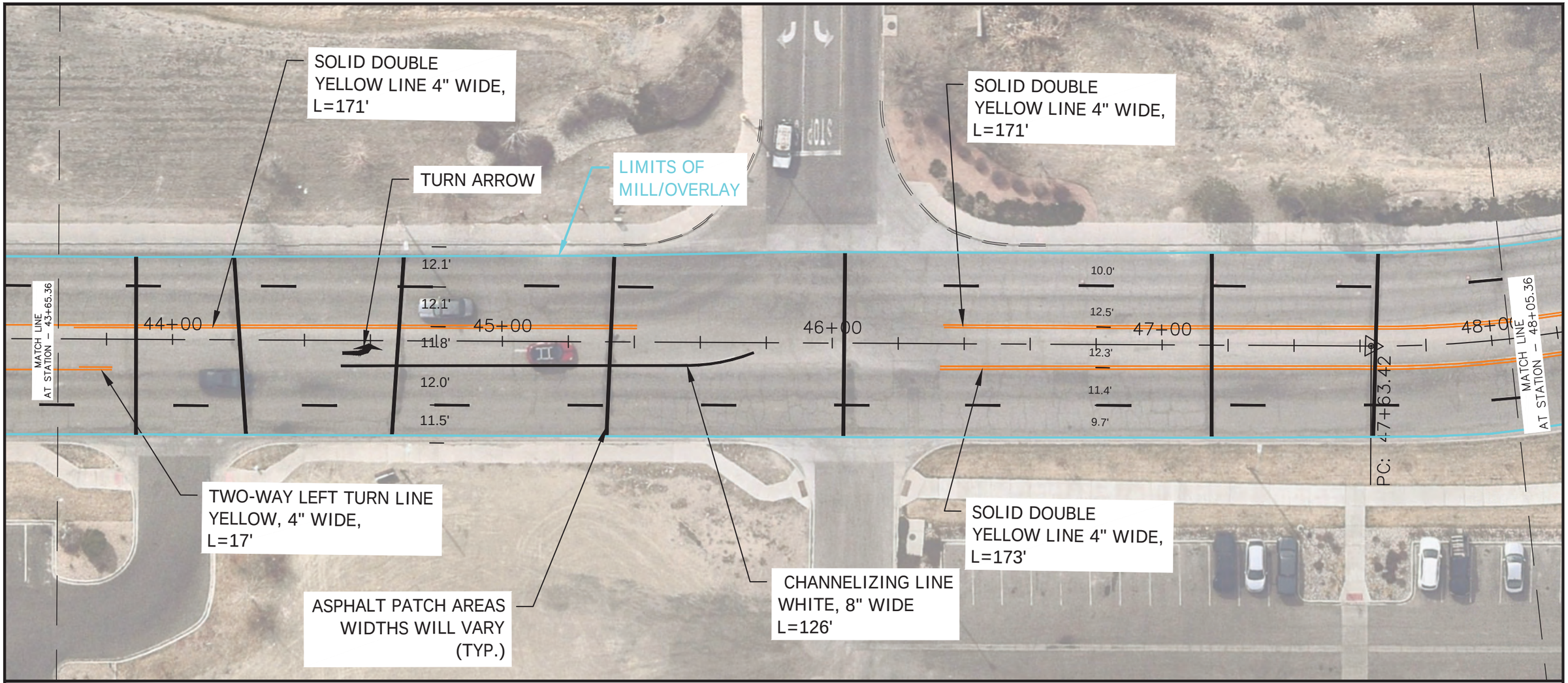

PAVEMENT MARKING QUANTITIES:

70	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
80	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
347	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
14	S.F. THERMOPLASTIC MARKINGS (TURN ARROW)
1540	S.F. ASPHALT PATCH (3-INCH HMA ON 8-INCH ABC)

NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

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(719) 553-2295 PHONE
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DESIGNED BY: JC
CHECKED BY: BQ
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24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 8

M:\Engineering\Shared\Engineering\2024 Projects\24-030 - Asphalt Improvements and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Blvd)\Pre-Award\Working Drawings\P_MASTER_DILLON_STRIPING_REVISED_1-30-24.dwg, 1/30/2024 9:50:48 AM, DWG To PDF.pc3

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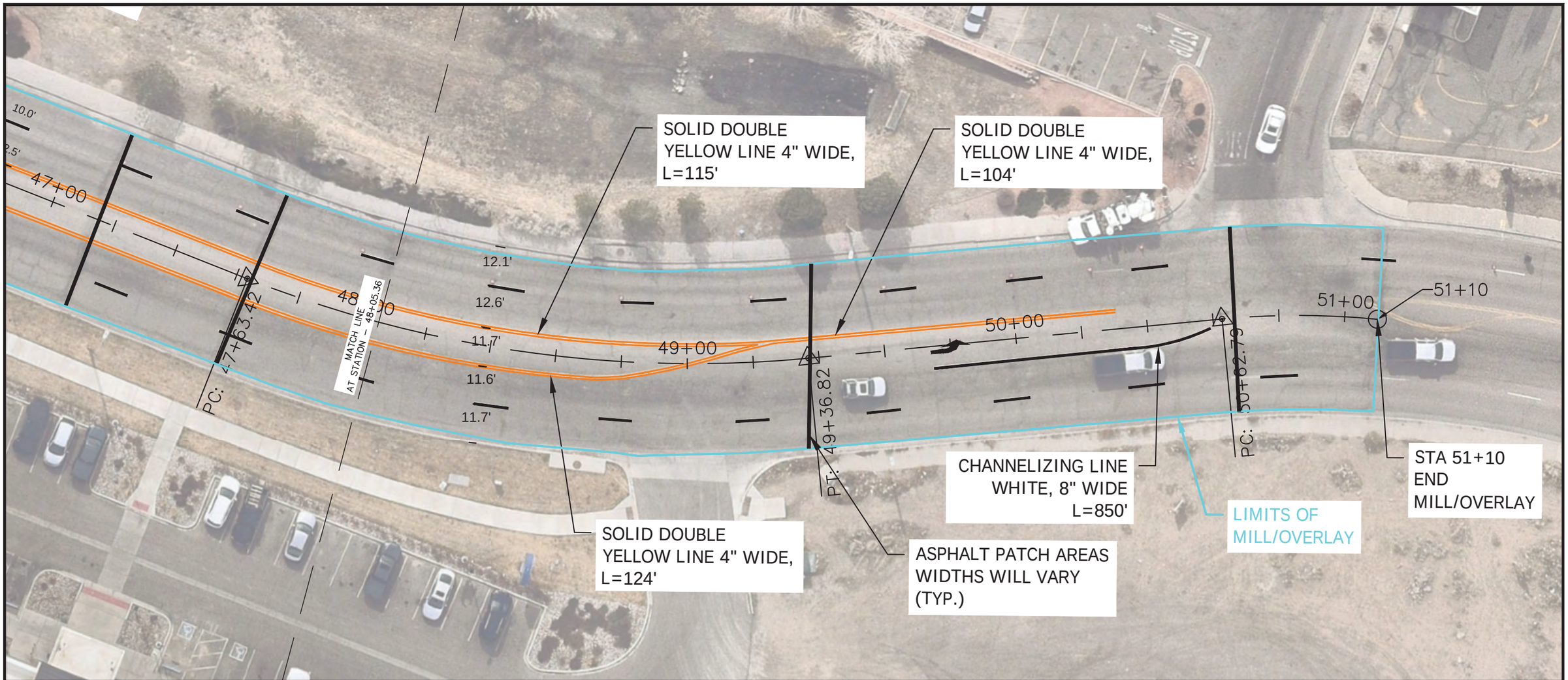

PAVEMENT MARKING QUANTITIES:

40	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
55	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
232	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
448	S.F. ASPHALT PATCH (3-INCH HMA ON 8-INCH ABC)

NOTE:
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ISSUED FOR BID DRAWINGS - 1/30/24

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24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 9

M:\Engineering\Shared\Engineering\2024 Projects\24-030 - Asphalt Improvements and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Blvd)\Pre-Award\Working Drawings\P_MASTER_DILLON_STRIPING_REVISED_1-30-24.dwg, 1/30/2024 9:50:58 AM, DWG To PDF.pc3

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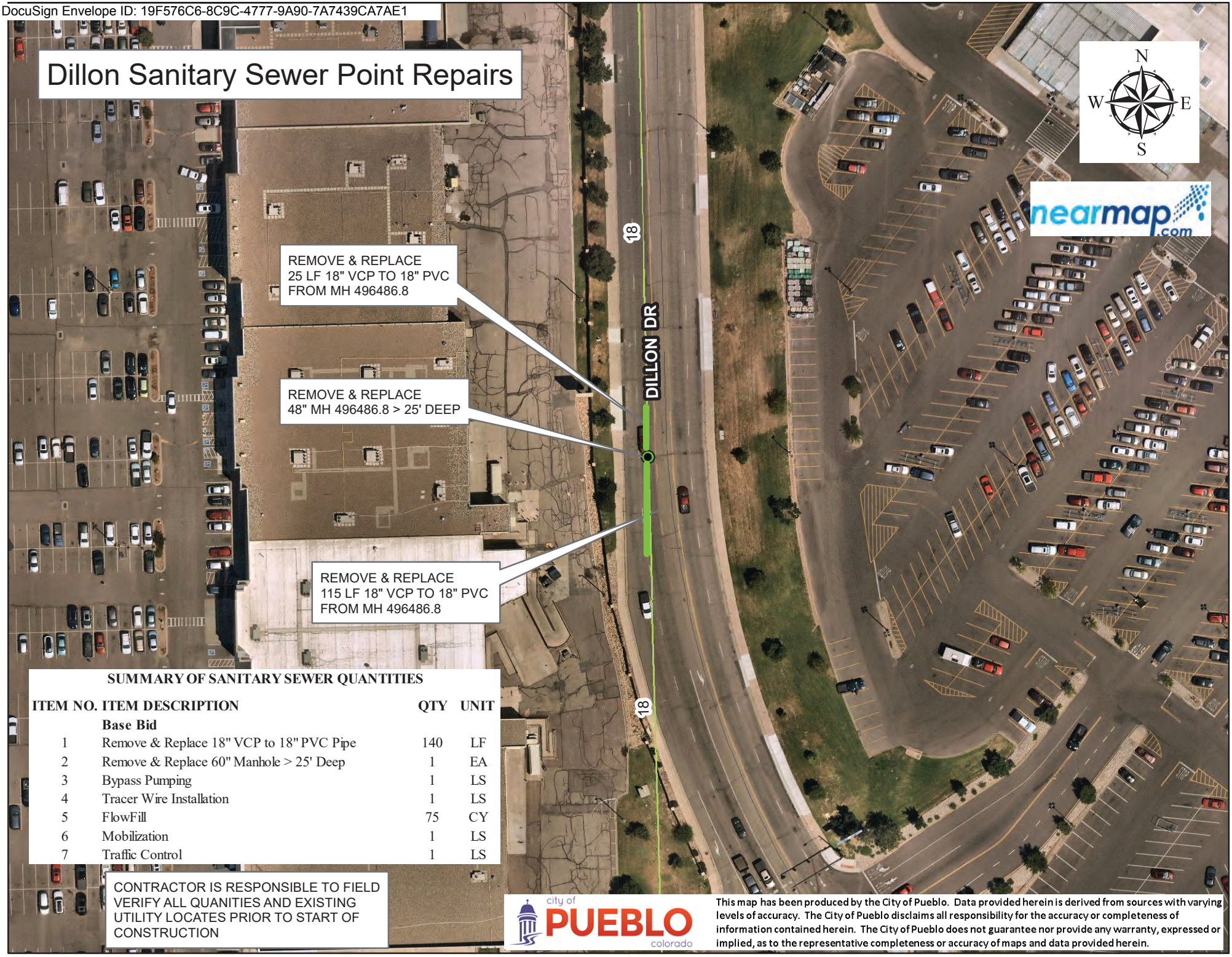
Dillon Sanitary Sewer Point Repairs



SUMMARY OF SANITARY SEWER QUANTITIES

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT
	Base Bid		
1	Remove & Replace 18" VCP to 18" PVC Pipe	140	LF
2	Remove & Replace 60" Manhole > 25' Deep	1	EA
3	Bypass Pumping	1	LS
4	Tracer Wire Installation	1	LS
5	FlowFill	75	CY
6	Mobilization	1	LS
7	Traffic Control	1	LS

CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL QUANITIES AND EXISTING UTILITY LOCATES PRIOR TO START OF CONSTRUCTION

city of PUEBLO colorado

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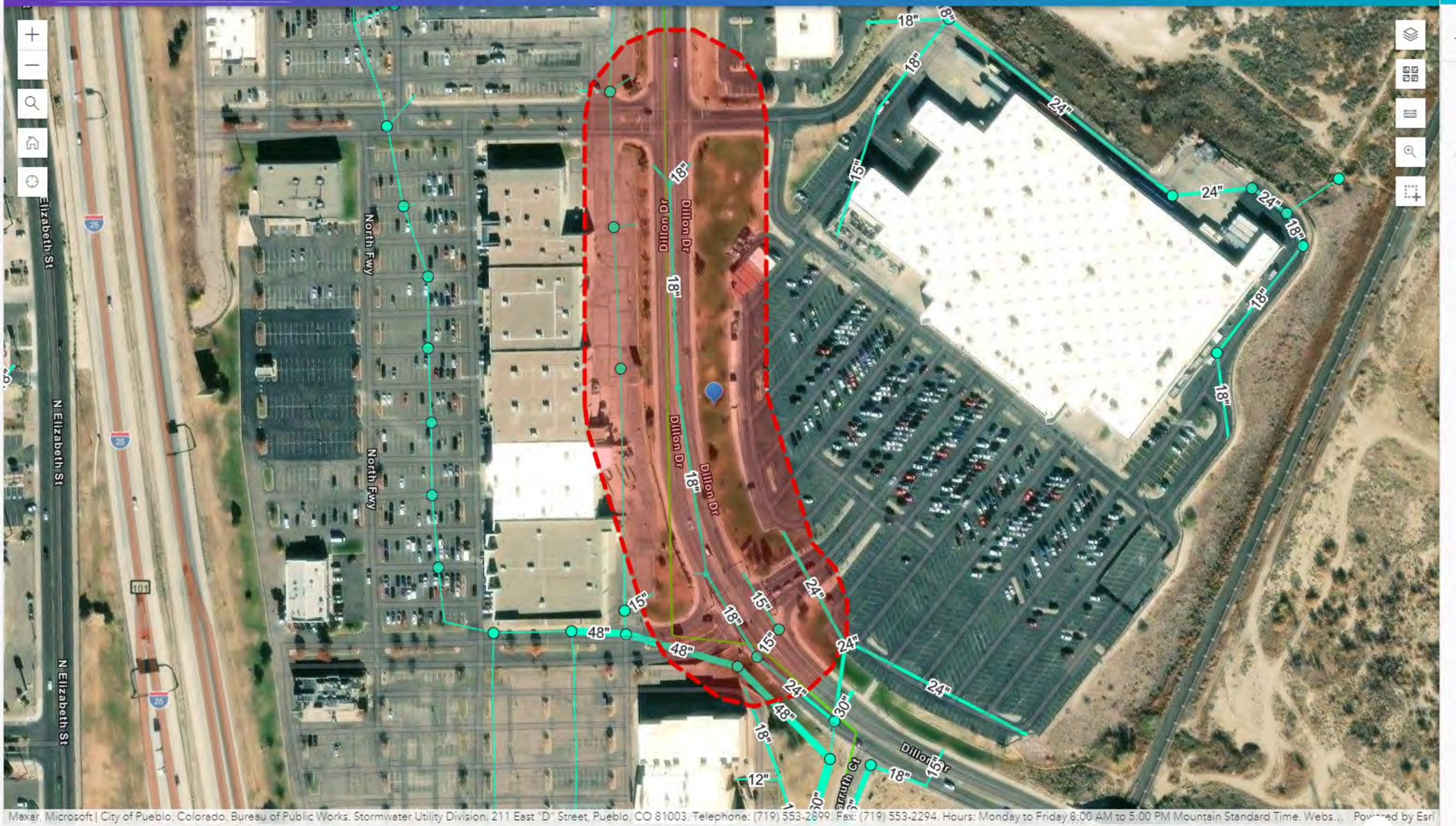
Map
Stormwater Locator Map



B336301022
PBST01 NORMAL - New
4200 DILLON DR, PUEBLO

TICKET | EXPORT | ONE-CALL | LOG

Select a Form
Locate Request

Assigned To	Unassigned
Created	12/29/23 11:29 AM
Due Date	01/16/24 11:59 PM
Address	4200 DILLON DR, PUEBLO
Work Type	ENGINEERING
Dig In Road	NO
Boring	NO
Location	FROM INT HOME DEPOT DRIVEWAY / DILLON DR ON N/W CORN OF LOT, LOC ROW TO ROW OF DILLON DR S/ 852FT TO END @ INT TINSELTOWN DR / DILLON DR *ACCESS OPEN*
Contact	CITY OF PUEBLO SONYA MONDRAGON 719-250-6598 smondragon@pueblo.us

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

Dear SONYA MONDRAGON,

This is a ***courtesy notice*** to let you know CenturyLink has received your excavation ticket, B336301022, and assigned it to a field resource to be located. The proposed excavation has been identified as a ***possible risk*** to our underground fiber and copper facilities. Consistent with State 811 by laws, you will receive a response once the field review of your ticket has been completed. If by the day your excavation is scheduled to begin, if you ***do not*** see orange CenturyLink marks/flags and ***have not*** received a positive response from CenturyLink, please contact CenturyLink at 1-877-DONT DIG (366-8344).

Thank you,

CenturyLink Cable Protection Management

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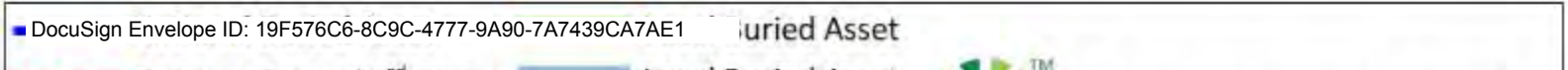

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Leaflet | Powered by Esri |...

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8" PVC (PRIV)
12" PVC
6' DEEP
30' EASEMENT
8" F. L.
12" PVC (TW)
1
HOME DEPOT
3
20'
8" PVC (PRIV)
BLK 2
PAPER WAREHOUSE
2
8" PVC (PRIV)
6" STUB
DILLON DRIVE
12" PVC (TW)
40'
20'
1
WAL-MART SUPER
T.J. MAX
8" F. L.
6" F. L.
BARNES AND NOBLE
5
20'
8" PVC (PRIV)
OFFICE MAX
38'
1
2" PRIV
6" F. L.
2" PRIV
6" F. L.
PETSMART
4" SE
8" PVC FL IN
THIS DRAWING IS FOR GENERAL INFORMATION ONLY. BEFORE CONSTRUCTION PLANS ARE FINALIZED YOU MUST CONTACT THE BOARDS CIVIL ENGINEER TO VERIFY THAT THE SIZE, TYPE, LOCATION, ETC. OF THE WATER MAIN(S) AND/OR THE PROPOSED WATER SERVICE IS CORRECT.
1
4
6" F. L.
20'
8" PVC PRIV
6" STUB
6" STUB
8" PVC (PRIV)
12" PVC (TW)
6" STUB
4" PL

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

2124208

01/02/2024

4" PE

4" PE

4

20 C

DILLON DR

190 C

E
14
S

4320

W
16
N

4300

E
48
N

4" PE

4250

E
19
N

613 C

24

4230

E
2
S

4" PE

2814

4210

S
18
E

8'
E

2" PE

5 E

2" PE

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Xcel Energy®

Scale: 1" equals 50'

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city of PUEBLO colorado

LOCATE REQUEST

Ticket Number:	B336301022-00B
Address:	4200 DILLON DR
Positive Response:	002 Clear- No Conflict
Notes:	
Requested By:	SONYA MONDRAGON
Request By Email:	smondragon@pueblo.us
Completed By:	Phil Mercer

Locator:	Phil Mercer	Date:	01/09/2024

Sonia Mondragon

From: Colorado 811 <OCARS_Pro@uncc.org>
Sent: Wednesday, January 17, 2024 12:03 AM
To: Sonia Mondragon
Subject: [External] Colorado 811 Current Status of Positive Response for Ticket B336301022-00B

External email. Please use caution.

This is an automatically generated response. Please do not reply to this message.

Ticket: B336301022 Rev: 00B Taken: 12/29/23 10:57 AM

State: CO County: PUEBLO Place: PUEBLO
Address : 4200 DILLON DR
Location: FROM INT HOME DEPOT DRIVEWAY / DILLON DR ON N/W CORN OF LOT, LOC ROW
: TO ROW OF DILLON DR S/ 852FT TO END @ INT TINSELTOWN DR / DILLON DR
: *ACCESS OPEN*

View map and file attachments at:
https://newtin.co811.org/mapticket/?t=B7MfLhHdHbIaFZP-O

Member Code	Member Facility	Response
BHEE02	BLACK HILLS ENERGY	01/02/24 02:47 PM 005
	BAD ADDRESS OR INCORRECT STREET INFO, NEW TICKET REQUESTED	
	Comments: Completion Comments: Maps in 811 if questions call frank 719-248-9475	
CCSOCO01	COMCAST	12/30/23 11:14 AM 002
	CLEAR - NO CONFLICT	
	Comments: 2023/12/30 11:14 do not dig on this ticket. prints were emailed to contact email. engineering ticket only.	
	Additional information from member available here	
PBSN01	CITY OF PUEBLO PUBLIC WORKS -	01/10/24 02:59 PM 018
	INSTALLATION RECORDS, MAPS OR OTHER DOCUMENTS HAVE BEEN PROVIDED-SEE LINKS AND ATTACHMENTS	
	Additional information from member available here	
PBST01	CITY OF PUEBLO STORMWATER UTIL	01/11/24 02:34 PM 018
	INSTALLATION RECORDS, MAPS OR OTHER DOCUMENTS HAVE BEEN PROVIDED-SEE LINKS AND ATTACHMENTS	
	Additional information from member available here	
PBTF01	CITY OF PUEBLO TRAFFIC AND FIB	01/09/24 08:24 AM 002
	CLEAR - NO CONFLICT	
	Additional information from member available here	
QLNCC00	CENTURYLINK	12/29/23 11:33 AM 018
	INSTALLATION RECORDS, MAPS OR OTHER DOCUMENTS HAVE BEEN PROVIDED-SEE LINKS AND ATTACHMENTS	
	Comments: Maps Only Request - Emailed map of dig site to contact on ticket.	
UNITE	UNITE PRIVATE NETWORKS	12/29/23 11:33 AM 018
	INSTALLATION RECORDS, MAPS OR OTHER DOCUMENTS HAVE BEEN PROVIDED-SEE LINKS AND ATTACHMENTS	
WWPB01	BOARD OF WATER WORKS OF PUEBLO	01/02/24 11:11 AM 018
	INSTALLATION RECORDS, MAPS OR OTHER DOCUMENTS HAVE BEEN PROVIDED-SEE LINKS AND ATTACHMENTS	
XLPB00	XCEL ENERGY	01/02/24 05:36 AM 018
	INSTALLATION RECORDS, MAPS OR OTHER DOCUMENTS HAVE BEEN PROVIDED-SEE LINKS AND ATTACHMENTS	

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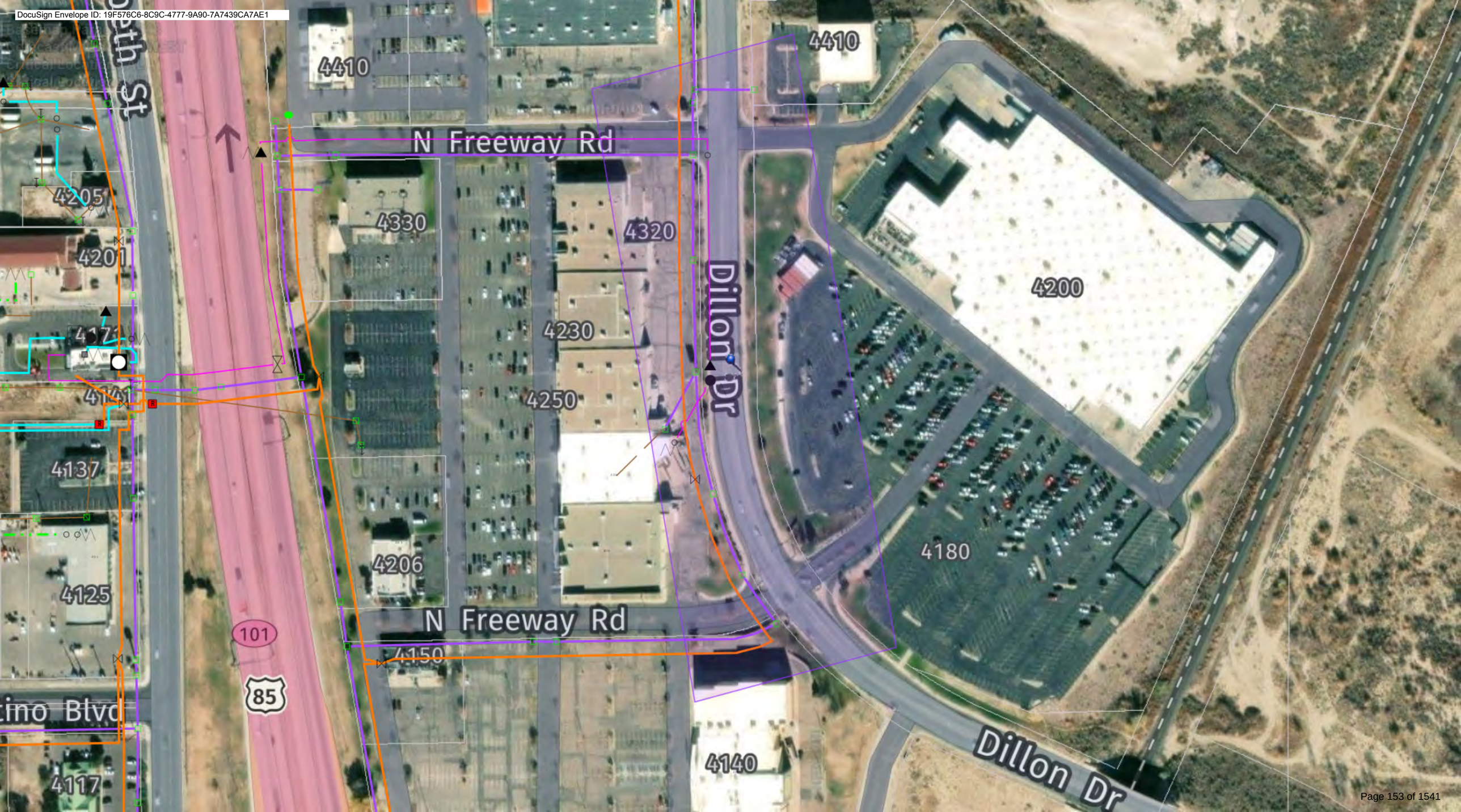

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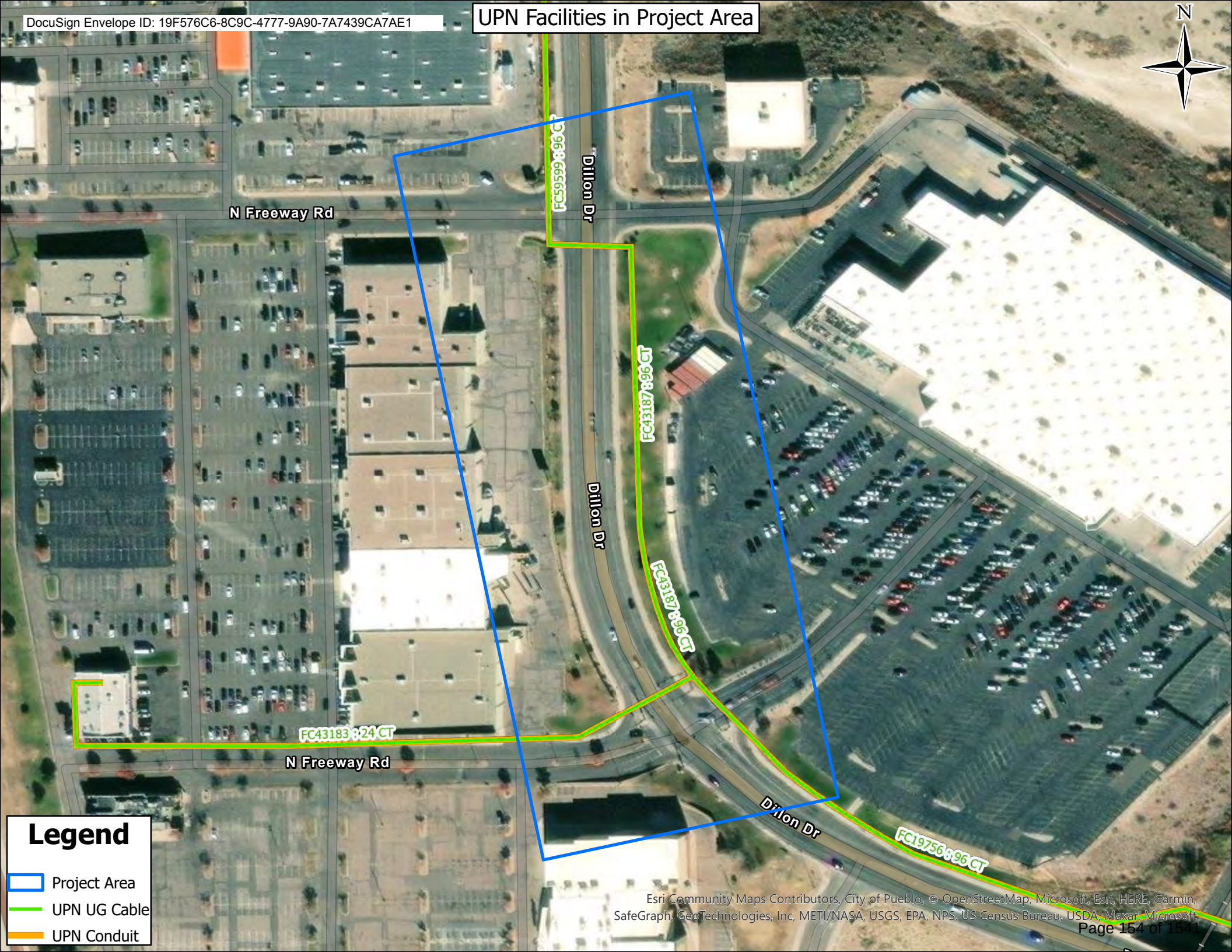
UPN Facilities in Project Area



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Smallworld PDMS Gas Transmission Symbols November 2016

Fittings

- Barrel Assembly
- Branch Connection
- Closure
- Coupling
- Coupon
- Compressor
- Drip
- Elbow
- Flange
- Meter
- Reducer
- Remote Terminal Unit
- RTU Function Connection
- Strain Gauge
- Stopper
- Tap
- Tee
- Valve – Open
- Valve – Closed
- Valve – Check
- Vessel
- Weld Sleeve
- Pressure Test

Cathodic Protection

- Anode
- Rectifier
- Rectifier Wire
- Bondwire
- Test Station
- N/A or Unknown
- 10 Percent
- Annual
- Mitigation AC
- Mitigation DC
- Testlead

Stations

- Station
- Regulator
- Station Building
- Odorizer

Inspection

- Above Ground Monitor
- Depth of Cover
- Inspection Dig
- Leak
- Weld

Appurtenance

- Anchor Block
- Concrete Pad
- Ditch Breaker
- Line Crossing
- Rod Anchor
- Sign
- Surface Marker
- Valve Box
- Weights

Geophysical

- Geotechnical Facility
- Storage
- Well

Geotechnical Area

- Flood
- Flood Mitigation
- Fault
- Fault Mitigation
- Slope Stability
- Slope Stability Mitigation
- Agricultural Land
- Forest Fire

Symbol Status:

- Black Symbol denotes “Proposed” status
- Existing Symbol with a Black X denotes "Proposed Abandon", “Proposed Remove” or “Proposed Replace” status
- Gray Symbol with a Gray X denotes “Abandoned”

Error Symbols: Error with Attribute – unable to symbolize correctly

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Smallworld PDMS Gas Transmission Symbols November 2016

Transmission Pipeline

- Existing Transmission Pipe Segment
- Abandoned Transmission Pipe Segment
- Proposed Transmission Pipe Segment
- Spur Pipe Segment
- Existing Exposed Pipe Segment
- Abandoned Exposed Pipe Segment

Line Loop – Start Location

Line Loop – End Location

Transmission Pipeline Coating

- ARO
- Asphalt
- Coal Tar
- Coal Tar Epoxy
- Cold Tape
- Epoxy
- Extruded Polyethylene
- FBE
- Field Asphalt Tape
- Field Poly Tape
- Heat Shrink Sleeve
- Hot Tape
- Mastic
- Other
- Paint
- Polyurethane
- Uncoated
- Urethane
- Wax

- Abandoned Route
- Proposed Route

- Existing Transmission Casing
- Abandoned Transmission Casing
- Proposed Transmission Casing

- Propane / Propane Air Line
- Foreign Pipeline
- Error Symbol: Error with Attribute – unable to symbolize correctly

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Smallworld Gas Distribution Symbols

Nov 2016

Valves

- Service Valve
- Blowoff, Bypass, Emergency, Fire, Isolation, Main Line, Operating & Unknown
- Distribution and Control
- Check Valve

Fittings

- ChangeWeldFusion, Transition
- Control Fitting
- High Volume Tapping Tee
- Three Way Tee
- Full Flow Tee
- End Cap
- Reducer
- Coupling (Non-insulated)
- Insulated Coupling

Misc

- Drip Box
- Casing Vent
- Locator
- Locate Wire Box
- Utility Marker
- Pipeline Marker
- Pressure Monitoring Device
- Misc Gas Landmark Point
- Lot Centroid
- Error Symbol: Error with Attributes; Unable to Symbolize Correctly

Cathodic Protection

- Anode
- Rectifier
- Rectifier Wire
- Accidental
- CP Block
- Bondwire

Test Points

- N/A or Unknown
- 10 Percent
- Annual
- Mitigation AC
- Mitigation DC
- Testlead

Distribution Event History

- Class 1 Leak
- Class 2 Leak
- Class 3 Leak
- Class 4 Leak
- Pipe Condition
- Damage
- NGF
- Unknown
- Repaired
- Locate Ticket

Stations

- Town Border Station
- Regulator Station
- Regulator
- Relief Valve

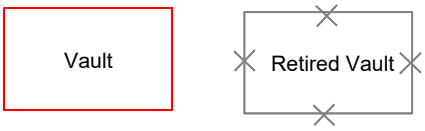
Service

- Excess Flow Valve
- Extra High Pressure Service Tap

Service Risers

- Service Riser Flexible
- Service Riser Inside Meter
- Service Riser Solid
- Service Riser U-Bend
- Unknown
- Tailend Pressure Riser
- Special Pressure Riser
- Unknown Pressure Riser

Vault



Retired Objects

All Valves

All Fittings

Control Fittings

Drip Box

Symbol Status:
Black Symbol denotes “Install” status

Symbol with an X denotes "Remove" status

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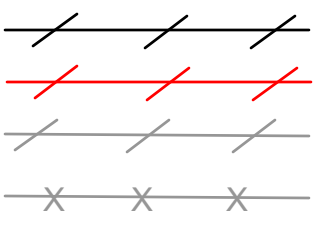
Smallworld Gas Distribution Symbols

Nov 2016

Annotation Rules

The following are **NOT** annotated:

- All gas services are 5/8"PE or 3/4"C unless otherwise noted.
- Gas Service length annotation is not displayed on maps. (information available in GIS)

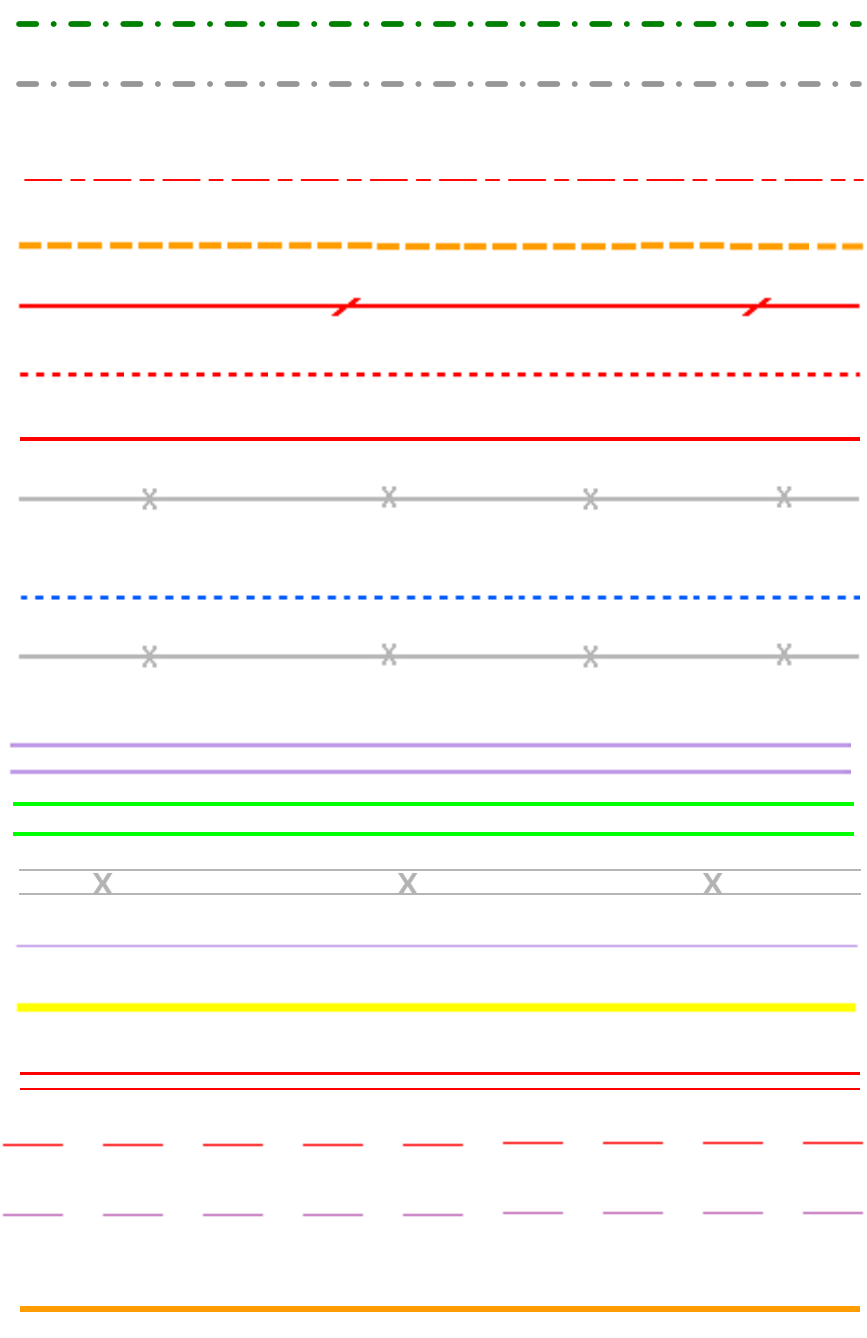


Install Status

Existing Status

Remove Status

Retired Status



Transmission Pipe Segment

Abandoned Transmission Pipe Segment

Main: 176 and above (psig)

Main: 67-175 (psig)

Main: 26-66 (psig)

Main: 2-25 (psig)

Main: 0-100 (inches w.c)

Retired Main

Existing Gas Service

Retired Gas Service

Casing without Protective Enclosure

Casing with Protective Enclosure

Retired Casing

Sniffer

Joint Trench Line

Inserted Area

Other Pipeline* (Company Owned)

Other Pipeline* (Other Company Owned, Private, Unknown)

Error Symbol: Error with Attribute – unable to symbolize correctly

*Other Pipeline Annotation (Size + Type)

BDB (Biodiesel Blend)	
CRD (Crude Oil)	NPC (Non-HVL Petrochemical)
ETB (Ethanol Blended Gasoline)	PEG (Liquefied Petroleum Gas)
ETH (Fuel Grade Ethanol)	PG (Propane Gas)
HPC (HVL Petrochemical)	RFD (Refined Fuel Oil, Diesel)
HVL (Highly Volatile Liquid)	RGS (Refined Non-Ethanol Blended Gasoline)
LNG (Liquid Propane Gas)	RKJ (Refined Kerosene, Jet Fuel)
NG (Natural Gas)	Unknown

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ADDITIONAL INFORMATION

Affirmative Action Plan

Insurance Certificate(s)

Certificate of Good Standing

Regional Building License Information

System for Award Management (SAM) Information

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PYRAMID CONSTRUCTION INC.
YOUR ROAD BEGINS HERE.

Affirmative Action Plan

Pyramid Construction, Inc., has instituted action programs to eliminate identified problem areas and to help achieve specific affirmative action goals. These programs include:

1. Conducting annual analyses of job descriptions to ensure they accurately reflect job functions.

2. Reviewing job descriptions by department and job title using job performance criteria.

3. Making job descriptions available to recruiting sources and available to all members of management involved in the recruiting, screening, selection, and promotion process.

4. Evaluating the total selection process to ensure freedom from bias through.
   a. Reviewing job applications and other pre-employment forms to ensure information requested is job related.
   b. Evaluating selection methods that may have a disparate impact to ensure that they are job-related and consistent with business necessity.
   c. Training personnel and management staff on proper interview techniques; and
   d. Training in EEO for management and supervisory staff.

5. Using techniques to improve recruitment and increase the flow of minority and female applicants. Pyramid Construction, Inc. presently undertakes the following actions:
   i. a. Include the phrase "Equal Opportunity/Affirmative Action Employer" in all printed employment advertisements.

b. Place help wanted advertisement, when appropriate, in local minority news media and women's interest media.
c. Disseminate information on job opportunities to organizations representing minorities, women, and employment development agencies when job opportunities occur.
d. Encourage all employees to refer qualified applicants; and
e. Request employment agencies to refer qualified minorities and women.

3075 Janitell Road, Ste 200 | Colorado Springs, CO | 80906
Ph 719.576.7600 | Fax 719.576.3351

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PYRAMID CONSTRUCTION INC.
YOUR ROAD BEGINS HERE.

6. Ensuring that all employees are given equal opportunity for promotion. This is achieved by:

a. Posting promotional opportunities.
b. Offering counseling to assist employees in identifying promotional opportunities. Training and educational programs to enhance promotions and opportunities for job rotation or transfer; and
c. Evaluating job requirements for promotion.

Signature

Esad Sipilovic II
President

3075 Janitell Road, Ste 200 | Colorado Springs, CO | 80906
Ph 719.576.7600 | Fax 719.576.3351

PYRAPAV-01 EMCCHESNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (COL) 2000 S. Colorado Blvd Tower 2, Suite 150 Denver, CO 80222	CONTACT NAME: Lynn Bosman PHONE (A/C, No, Ext): (303) 252-3762 FAX (A/C, No): (866) 243-0727 E-MAIL ADDRESS: Lynn.bosman@hubinternational.com
INSURED Pyramid Construction, Inc. Concrete Concepts Designs, Inc. Pyramid Paving, Inc. 3075 Janitell Rd., Ste. 200 Colorado Springs, CO 80906	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Hanover Insurance Company 22292 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	ZZ4-J682871-00	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	AW4-J682962-00	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			UH4-J682875-00	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WM4-J682936-00	4/1/2024	4/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project: #24-030 (CI2415, WWAN02), Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

City of Pueblo, its agents, officers, and employees are included as additional insureds under General Liability. A waiver of subrogation in favor of the additional insureds is applicable to Workers Compensation.

CERTIFICATE HOLDER

City of Pueblo
230 S. Mechanic St.
Pueblo, CO 81003

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury”, “property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the “bodily injury”, “property damage”, “personal and advertising injury” arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” or the offense which caused the “personal and advertising injury” involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

a. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location(s) Of Covered Operations**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

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

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

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

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Aggregate Limit per Project	Included
2.	Alienated Premises	Included
3.	Broad Form Named Insured	Included
4.	Contractual Liability – Railroads	Included
5.	Extended Property Damage	Included
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
7.	Mobile Equipment Redefined	Included
8.	Personal Injury – Broad Form	Included
9.	Property Damage Legal Liability – Broad Form - Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1 Aggregate Limit per Project

a. Under **SECTION III – LIMITS OF INSURANCE,** the General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

2. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **j.(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

3. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;

b. That is not a partnership, joint venture or limited liability company; and

c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

4. Contractual Liability – Railroads

With respect to operations performed for, or affecting, a railroad at your job site, of **SECTION V – DEFINITIONS,** Paragraph **9.** is replaced by the following:

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

5. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **a.** is replaced by the following:

a. Expected or intended Injury

Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

6. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, Paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition **12.**, "Mobile equipment", paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph **2. Exclusions,** subparagraph **e.** is deleted.

b. SECTION V – DEFINITIONS, Definition **14**, "Personal and advertising injury" subparagraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS**, Definition **14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS**:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based

upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement

9. Property Damage Legal Liability – Broad Form

a. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the last paragraph (after the exclusions) is replaced by the following:

Exclusions **c.** through **n**. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

c. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **4. Other Insurance,** subparagraph **b. Excess Insurance,** item **(a)(ii)** is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

d. SECTION V – DEFINITIONS, Paragraph **9.** "Insured contract", subparagraph **a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **CANCELLATION EXTENSION**

Paragraph **A. CANCELLATION 2. b**. of the **COMMON POLICY CONDITIONS** is replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

2. **EMPLOYEE HIRED "AUTOS" Description Of Covered Auto Designation Symbols; Symbol 8** is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

SECTION II - LIABILITY COVERAGE

3. **BROADENED NAMED INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

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4. **EMPLOYEES AS INSUREDS**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. **SUPPLEMENTARY PAYMENTS**

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

6. **AMENDED FELLOW EMPLOYEE EXCLUSION**

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. **EXPENSE OF RETURNING A STOLEN "AUTO"** and **SIGN COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, **A.1. COVERAGE:**

d. **Expense Of Returning A Stolen "Auto"**

We will pay for the expense of returning a covered "auto" to you.

e. **Sign Coverage**

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. $2,000.

8. **GLASS BREAKAGE DEDUCTIBLE**

The following is added to SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the

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covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. **TRANSPORTATION EXPENSE**

Paragraph 4. **Coverage Extension**. of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. **Coverage Extension**

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

a. $50,000 per accident, or
b. cash value, or
c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of $1,000 per accident.

11. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

6. **Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives

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or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered “auto’ at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto’s" electrical system, in or upon the covered "auto", including its antennas and other accessories. However , this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay , under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto’s" operating system; or

2. Both:

    a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

    b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of

    a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
    c. $500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

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excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. **RENTAL REIMBURSEMENT** and **MATERIAL TRANSFER EXPENSE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. **Rental Reimbursement and Material Transfer Expense**

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto" . Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.

2. $3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A.** 4. Coverage Extension.

13. **AIRBAG COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph **3**.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

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14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest , any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, **C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1**. or **2**. and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, **A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

   (1) You, if you are an individual;
   (2) Any partner or insurance manager if you are a partnership; or
   (3) An executive officer or insurance manager if you are a corporation.

17. **BLANKET WAIVER OF SUBROGATION**

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

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5. **Transfer Of Rights Of Recovery Against Others To Us**

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph **2**. **Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO – WORLDWIDE COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions,** paragraph **7**. **Policy Period, Coverage Territory** provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph **C. "Bodily injury", SECTION V - DEFINITIONS** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

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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,

Concrete Concepts Design, Inc.

is a

Corporation

formed or registered on 03/08/2005 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 20051099504 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/22/2024 that have been posted, and by documents delivered to this office electronically through 03/25/2024 @ 14:25:38 .

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 03/25/2024 @ 14:25:38 in accordance with applicable law. This certificate is assigned Confirmation Number 15878106 .

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."

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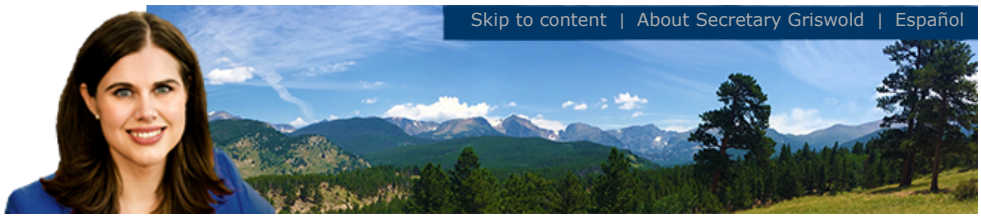

Summary

Details			
Name	Concrete Concepts Design, Inc.		
Status	Good Standing	**Formation date**	03/08/2005
ID number	20051099504	**Form**	Corporation
Periodic report month	March	**Jurisdiction**	Colorado
Principal office street address	3075 Janitell Rd. #200, Colorado Springs, CO 80906, United States		
Principal office mailing address	3075 Janitell Rd. #200, Colorado Springs, CO 80906, United States		

Registered Agent	
Name	Amin Sipilovic
Street address	3075 Janitell Rd. #200, Colorado Springs, CO 80906, US
Mailing address	3075 Janitell Rd. #200, Colorado Springs, CO 80906, US

Filing history and documents

Trade names

Get a certificate of good standing

Get certified copies of documents

File a form

Set up secure business filing

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Subscribe to text notification

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Jena Griswold , as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

Pyramid Construction, Inc.

(Entity ID # 20171777281)

was filed in this office on 10/18/2017 with an effective date of 10/18/2017 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/22/2024 that have been posted, and by documents delivered to this office electronically through 03/25/2024 @ 14:26:38 .

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 03/25/2024 @ 14:26:38 in accordance with applicable law. This certificate is assigned Confirmation Number 15878113 .

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."

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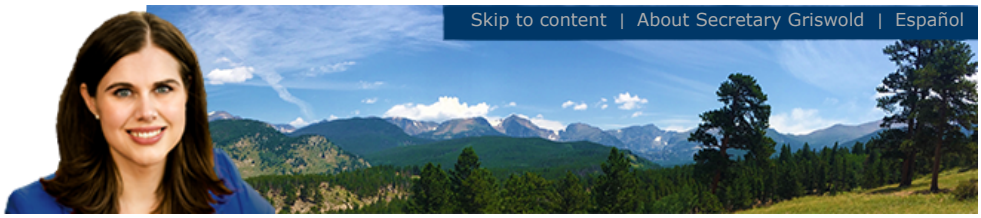

Summary

Details			
Trade name	Pyramid Construction, Inc.		
Registrant name	Concrete Concepts Design, Inc.		
Status	Effective	**Formation Date**	10/18/2017
ID number	20171777281	**Form**	Corporation
Renewal month	n/a	**Expiration Date**	n/a
Primary residence or usual place of business street address	n/a		
Primary residence or usual place of business mailing address	n/a		

Filing history and documents

Show entity

Get a certificate of fact of trade name (PDF)

Get certified copies of documents

File a form

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Subscribe to text notification

Unsubscribe from text notification

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New codes have been adopted as of 06/29/2023. Please click here to view current codes.

REGIONAL BUILDING DEPARTMENT
830 N Main St • Pueblo, CO 81003
VOICE: 719-543-0002 • FAX: 719-543-0062

Contractor Details

PRBD License ID	0015555
Company Name	CONCRETE CONCEPTS DESIGN INC.
Doing Business As	PYRAMID CONSTRUCTION, INC.
Examinee	AMIN SAPILOVIC
Address	3075 JANITELL ROAD SUITE 200 COLORADO SPRINGS , CO 80906
Phone	719-576-7600
Licenses	D06 - Concrete D15 - Excavation - Earth Work D42 - Paving
Liability Ins.	04/01/2024
Workman's Comp Ins.	04/01/2024
Expiration Date	12/31/2024

New Search

Office Hours: Monday-Friday 7:30 AM to 4:30 PM
Closed Holidays:*Thanksgiving + Friday after, 12/22 for Christmas Eve, Christmas Day, New Years Day, Memorial Day, July 4th, Labor Day*

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SAM.GOV®

CONCRETE CONCEPTS DESIGN, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
HJLLQU9HZKC5	**95L63**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Sep 27, 2024**	
Physical Address	Mailing Address	
3075 Janitell RD **STE 200** **Colorado Springs, Colorado 80906-4105** **United States**	**3075 Janitell RD STE 200** **Colorado Springs, Colorado 80906-4105** **United States**	

Business Information

Doing Business as	Division Name	Division Number
CONCRETE CONCEPTS DESIGN INC	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Colorado 05	**Colorado / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Sep 29, 2023	**Sep 28, 2023**	**Sep 8, 2021**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 8, 2005	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(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	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**

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	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**95L63**

Points of Contact

Electronic Business

SUSAN PAYNE, ACCOUNTS REC

3075 Janitell Road #200
Colorado Springs, Colorado 80906
United States

Government Business

PATRICK NORDBERG, PROJECT MANAGER

3075 Janitell Road #200
Colorado Springs, Colorado 80906
United States

TERRY BURCH, CFO

3075 Janitell Road #200
Colorado Springs, Colorado 80906
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**237310**	**Highway, Street, And Bridge Construction**

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	**$1,000,000.00**
Construction Per Contract	**$12,000,000.00**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

DocuSign

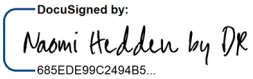
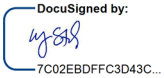
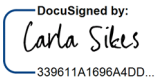
Certificate Of Completion

Envelope Id: 19F576C68C9C47779A907A7439CA7AE1
Status: Completed
Subject: Complete with DocuSign: 24-030 Contract Documents Pyramid Construction Asphalt & Utility Imprmt...
Source Envelope:
Document Pages: 147
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Purchasing
230 S Mechanic
Pueblo, CO 81003
purchasing@pueblo.us
IP Address: 208.82.107.130

Record Tracking

Status: Original
4/15/2024 2:48:01 PM
Holder: Purchasing
purchasing@pueblo.us
Location: DocuSign

Signer Events	Signature	Timestamp
Naomi Hedden by DR drivera@pueblo.us Purchasing Contract Coordinator City of Pueblo Security Level: Email, Account Authentication (None)	DocuSigned by:  685EDE99C2494B5... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 4/15/2024 2:59:07 PM Viewed: 4/15/2024 2:59:56 PM Signed: 4/15/2024 3:00:19 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marisa Stoller mstoller@pueblo.us City Clerk City of Pueblo Security Level: Email, Account Authentication (None)	DocuSigned by:  7C02EBDFFC3D43C... Signature Adoption: Uploaded Signature Image Using IP Address: 208.82.107.130 Signed using mobile	Sent: 4/15/2024 3:00:22 PM Viewed: 4/15/2024 4:37:22 PM Signed: 4/16/2024 8:34:15 AM
Electronic Record and Signature Disclosure: Accepted: 12/3/2021 2:21:37 PM ID: d4b20520-f52e-4781-a288-ed72c1cbf692		
Alexandria Romero aromero@pueblo.us Security Level: Email, Account Authentication (None)	DocuSigned by: CAE4752363A94D6... Signature Adoption: Uploaded Signature Image Using IP Address: 208.82.107.130	Sent: 4/16/2024 8:34:18 AM Viewed: 4/16/2024 11:20:34 AM Signed: 4/16/2024 11:20:45 AM
Electronic Record and Signature Disclosure: Accepted: 10/13/2022 2:52:37 PM ID: 193e356e-f58c-4b78-9125-7570ede65814		
Carla Sikes csikes@pueblo.us Security Level: Email, Account Authentication (None)	DocuSigned by:  339611A1696A4DD... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 4/16/2024 11:20:49 AM Viewed: 4/16/2024 1:50:56 PM Signed: 4/16/2024 1:51:10 PM
Electronic Record and Signature Disclosure: Accepted: 4/16/2024 1:50:56 PM ID: de4b65d5-bf6c-44e3-8958-a077cf7f5560		

Signer Events	Signature	Timestamp
Deborah Rivera drivera@pueblo.us Purchasing Contract Coordinator City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 208.82.107.130	Sent: 4/16/2024 1:51:13 PM Viewed: 4/22/2024 3:55:44 PM Signed: 4/22/2024 3:56:35 PM
Andrew Hayes ahayes@pueblo.us Director Public Works City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/28/2022 1:36:31 PM ID: 570dcef9-557c-416e-92be-9b71f3007907	DocuSigned by: 418AB0234B8D4D5... Signature Adoption: Uploaded Signature Image Using IP Address: 185.238.231.202 Signed using mobile	Sent: 4/22/2024 3:56:39 PM Viewed: 4/22/2024 4:35:17 PM Signed: 4/22/2024 5:46:07 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Christina Garcia christinagarcia@pueblo.us City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/22/2024 5:46:11 PM Viewed: 4/23/2024 7:11:23 AM
Clyde Bishop cbishop@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/22/2024 5:46:12 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/15/2024 2:59:07 PM
Certified Delivered	Security Checked	4/22/2024 4:35:17 PM
Signing Complete	Security Checked	4/22/2024 5:46:07 PM
Completed	Security Checked	4/22/2024 5:46:12 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of September 10, 2024, by and between the City of Pueblo, a Municipal Corporation ("City") and Concrete Concepts Design, Inc. dba Pyramid Construction, Inc., a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated April 8, 2024, for Bid 24-030 (CI2415, WWAN02) Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard) (the "Construction Agreement"); and

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

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

1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of $1,157,858.57, which amount includes the original contract amount of $769,382.60, Change Order No. 1 in the amount of $90,361.00, and the additional contract amount of $298,114.97 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall be increased by seven (7) days.

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

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

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

CONCRETE CONCEPTS DESIGN, INC. DBA PYRAMID CONSTRUCTION, INC.

By _____
Esad Sipilovic, President

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By _____
Naomi Hedden, Director of Purchasing

ATTEST:

_____
Marisa Stoller, City Clerk

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

_____
Danny Nunn, Interim Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW:

_____
Robert P. Jagger, Deputy City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

Bid 24-030 (CI2415, WWAN02) Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

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

Additional Work Items	Quantity	Grand Total for Additional Work
• Additional Flow Fill • Additional Mobilization • Additional Traffic Control • Remove and Replace 24" Storm Sewer • Remove and Replace 60" Manhole • Bypass Pumping for Storm Sewer Replacement • Security Trailer • Stabilization Rock for under Manholes/Pipe • Concrete for Manhole • Four Public Message Boards to Notify Public of Dillon Closure • Remove and Replace 4" Sidewalk • Remove and Replace Curb and Gutter	Lump Sum	$298,114.97

(Two Hundred Ninety-Eight Thousand, One Hundred Fourteen and 97/100 ----------Dollars)

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

CONCRETE CONCEPTS DESIGN, INC.
DBA PYRAMID CONSTRUCTION, INC.

By: _____
Esad Sipilovic, President

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

City Clerk's Office Item # M3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: A RESOLUTION AWARDING A PUBLIC TRANSPORTATION ROUTE STUDY CONTRACT IN THE AMOUNT OF $200,000 TO DEVELOP A POTENTIAL COMMUTER SHUTTLE TO THE PUEBLO AIRPORT INDUSTRIAL COMPLEX AIMED AT PROVIDING EFFICIENT WORKFORCE TRANSPORTATION BENEFITTING ECONOMICALLY DISADVANTAGED INDIVIDUALS

SUMMARY:

Attached is a Resolution awarding a Transportation Route Study Contract to Mead & Hunt, Inc. for Project No. PT2401 Area's of Persistent Poverty to study the need for a commuter shuttle route to the Airport Industrial Complex.

PREVIOUS COUNCIL ACTION:

Ordinance 10647 February 12, 2024, accepted the Grant for this study and budgeted and appropriated the funds into project PT2401.

BACKGROUND:

Pueblo Transit has been asked many times about the possibility of providing reliable transportation to the Airport Industrial Complex. To answer this inquiry, the City/Pueblo Transit requires a detailed planning study for efficient workforce transportation benefiting economically disadvantaged individuals. The study will include analysis of the existing Transit System, recommendations for corrective actions to be taken to enhance accessibility, address mobility of the Transit Program and ease for riders, provide suggestions for efficiency, and proposed improvements. The City's/Pueblo Transit's goal is to increase ridership with a modernized route system with the potential of including an hourly commuter shuttle to the Pueblo Airport Industrial Complex.

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

FINANCIAL IMPLICATIONS:

The cost of the study was bid at $176,160 and requires a 10% City match of $17,600.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board of Directors approve this Resolution.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-074 Mead Hunt Agmt for Planning Study of Areas of Persistent Poverty (Attachment)

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15750

A RESOLUTION AWARDING A PUBLIC TRANSPORTATION ROUTE STUDY CONTRACT IN THE AMOUNT OF $200,000 TO DEVELOP A POTENTIAL COMMUTER SHUTTLE TO THE PUEBLO AIRPORT INDUSTRIAL COMPLEX AIMED AT PROVIDING EFFICIENT WORKFORCE TRANSPORTATION BENEFITTING ECONOMICALLY DISADVANTAGED INDIVIDUALS

WHEREAS, competitive bids for project No. PT2401 Areas of Persistent Poverty Study have been received and examined: and

WHEREAS, the proposal of Mead and Hunt Inc., was the lowest of those bids determined to be responsive, NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of Pueblo authorizes Project PT2401 Areas of Persistent Poverty Study, and the contract for said project is hereby awarded to Mead & Hunt Inc, in the amount of $176,160.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: September 9, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND MEAD AND HUNT, INC.

24-074

CONSULTANT FOR PLANNING STUDY OF AREAS OF PERSISTENT POVERTY

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND MEAD AND HUNT, INC.

1. INTRODUCTION

THIS AGREEMENT (“Agreement”) made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as “City”) and Mead and Hunt, Inc. a Wisconsin corporation registered to do business in Colorado (hereinafter referred to as "Consultant") for Consultant to render certain professional planning, reporting, and related services for City in connection with Project 24-074 Consultant for Planning Study of Areas of Persistent Poverty, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such services shall include all usual and customary professional data collection, analysis, reporting, presentation, and related ancillary services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant’s employees.

C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

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

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

B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the 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 reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $176,160.00 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 data, reports, calculations, summaries, documents, work product and materials, and all other information as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due.

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

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

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

7. GENERAL PROVISIONS

7.1. Ownership of Documents

Data, reports, calculations, summaries, work product and materials, 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, summaries, plans, 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 Pueblo Transit, Attn: Benjamin Valdez, 350 Alan Hamel Avenue, Pueblo, CO, 81003; or to the Consultant, Mead and Hunt, Inc., Attn: Paul Silberman, Vice President - Transportation Planning, 999 18th Street, Suite 2300, Denver, CO, 80202. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. 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 Project 24-074 Consultant for Planning Study of Areas of Persistent Poverty 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

A. Consultant understands that City may be funding the Project in whole or part with funds provided by the Federal Transit Administration (FTA). Consultant agrees it is subject to and shall comply with all applicable provisions of said the Federal Transit Administration (FTA) Requirements for which the contract award has been made and applicable regulations.

B. Consultant shall comply with the attached [Title of attached requirement clauses] and any/all other Federal, State, and local laws applicable to its activities.

C. All records with respect to any matters covered by this Agreement shall be available for inspection by City, FTA, and any other authorized funding oversight agency, at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, 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.

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 fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 2 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Work Schedule" consisting of 2 pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 13 pages.
- Schedule 5 - "Federal Transit Administration (FTA) Requirements" consisting of 9 pages.

(Signature section on following page.)

15. SIGNATURE

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

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

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

MEAD AND HUNT, INC.

By_____
Paul Silberman, Vice President – Transportation Planning

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

_____
Danny Nunn, Interim Finance Director

APPROVED AS TO FORM

_____
Elizabeth Sexton Drake, Assistant City Attorney

Attachments:
Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
Schedule 5 - FTA Requirements
Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated July 9, 2024, Section 3

3.1. Objective

Consultant shall provide to the City/Pueblo Transit a detailed planning study for efficient workforce transportation benefiting economically disadvantaged individuals. The study shall include analysis of the existing transit system, recommendations for corrective actions to be taken that will enhance accessibility, address mobility of the transit program and ease for riders, provide suggestions for efficiency, and proposed improvements. The City's/Pueblo Transit's goal is to increase ridership with a modernized route system and possibly including an hourly commuter shuttle to the Pueblo Airport Industrial Complex.

3.2. Minimum Qualifications

Consultant must have verifiable experience with this type of study; refer to Section 2.6.

3.3. Scope of Service

Consultant shall provide a planning study report documenting the findings of the analysis and recommendations for corrective actions to be taken that will enhance access and mobility by making routes more efficient, reducing time on board for riders, and allowing the system to carry more riders as a result of increased efficiency. The City's goal is to receive direction on the best traffic patterns in the City for fixed transit routes, the density of ridership estimates, and consideration about implementing transit improvements throughout the City of Pueblo.

A survey conducted in 2016 and included on the 2017 Pueblo Transit Study identified the service improvements that will need to be addressed in the study:

- 40% of riders want more frequent bus service
- 24% of riders more transfer locations between routes
- 17% want more service to new area
- 10% want more service to new areas on time)
- 10% want faster service (fewer stops, more direct routes)

The study should analyze how Pueblo Transit can serve Pueblo more efficiently, provide ridership projections for various alternatives to be considered, determine the best type of transit service to meet the riders needs, and ultimately provide Pueblo Transit with an integration plan to enhance the existing transit system.

3.4. Project Outcomes

A. Data Collection and Analysis Report

1. Consultant shall perform all studies, analysis, and compilation of surveys, usage, time, traffic patterns, routes, estimates, ridership, demographics, etc. as necessary to complete a final report.

B. Preliminary Report

1. Consultant shall work with the City in review of a preliminary report (Summary of Data Collection and Analysis)
2. Key elements of the preliminary report include:
    a. A transit operating plan
    b. Performance measures
    c. Recommendations to the existing fixed route structure
    d. Including additional stops, alternate routes, transfer locations, etc.
    e. Service delivery strategies
    f. Supporting infrastructure
    g. Provide direction on how to implement transit improvements throughout Pueblo

C. Final Report

1. The Consultant shall make any revisions necessary to the Preliminary Report as requested by the City and Pueblo Transit.
2. Consultant shall also update any sections that require additional information, analysis, studies, etc. for a complete document to meet the needs of the project.
3. At a minimum, the final report shall include and identify possible alternate routes, ridership levels, possible transfer locations, and overall efficiency levels along with the feasibility of an hourly commuter shuttle to the Pueblo Airport.

D. Presentation

1. At a minimum, make a data-driven presentation to City, Pueblo Transit, stakeholders to review the results of the Final Report and answer any questions.
    a. Pueblo Transit will make any presentations for City Council.

Schedule 2

Fee Schedule

Excerpt from Consultant's Pricing Proposal submitted August 7, 2024

Line Item	Description	Unit of Measure	Amount
Table 1: Not To Exceed			
1	Grand Total "Not To Exceed" Amount for All Work on this Project as outlined within this RFP	Not To Exceed Amount	$176,160.00
Table 2: Hourly Rates			
6	Senior Project Manager	Per Person Per Hour	$250.00
12	Senior Engineer	Per Person Per Hour	$235.00
17	Senior Planner	Per Person Per Hour	$215.00
18	Senior Project Planner	Per Person Per Hour	$200.00
19	Project Planner	Per Person Per Hour	$140.00
46	GIS Analyst	Per Person Per Hour	$120.00
Table 4: Reimbursable Expenses			
69	Mileage, reproduction, etc.	Cost Plus Percent	1.%
70	Reimbursable Expenses	Cost Plus Percent	0.%
71	Subconsultants	Cost Plus Percent	0.%

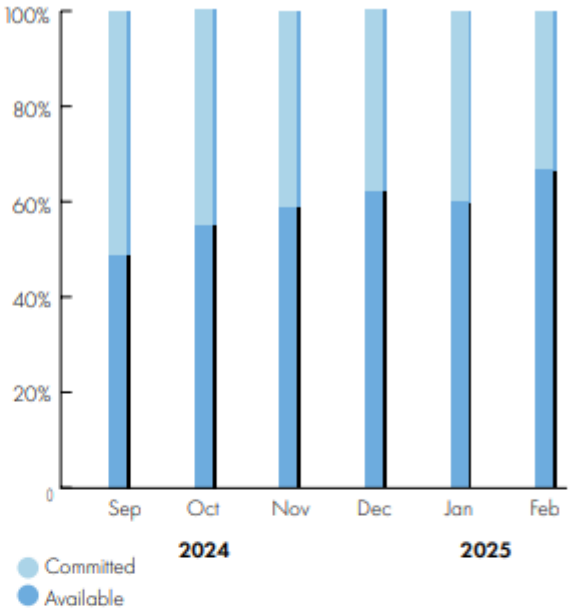
Note: Table 3 and Line Items at $0.00 removed for convenience

Schedule 3

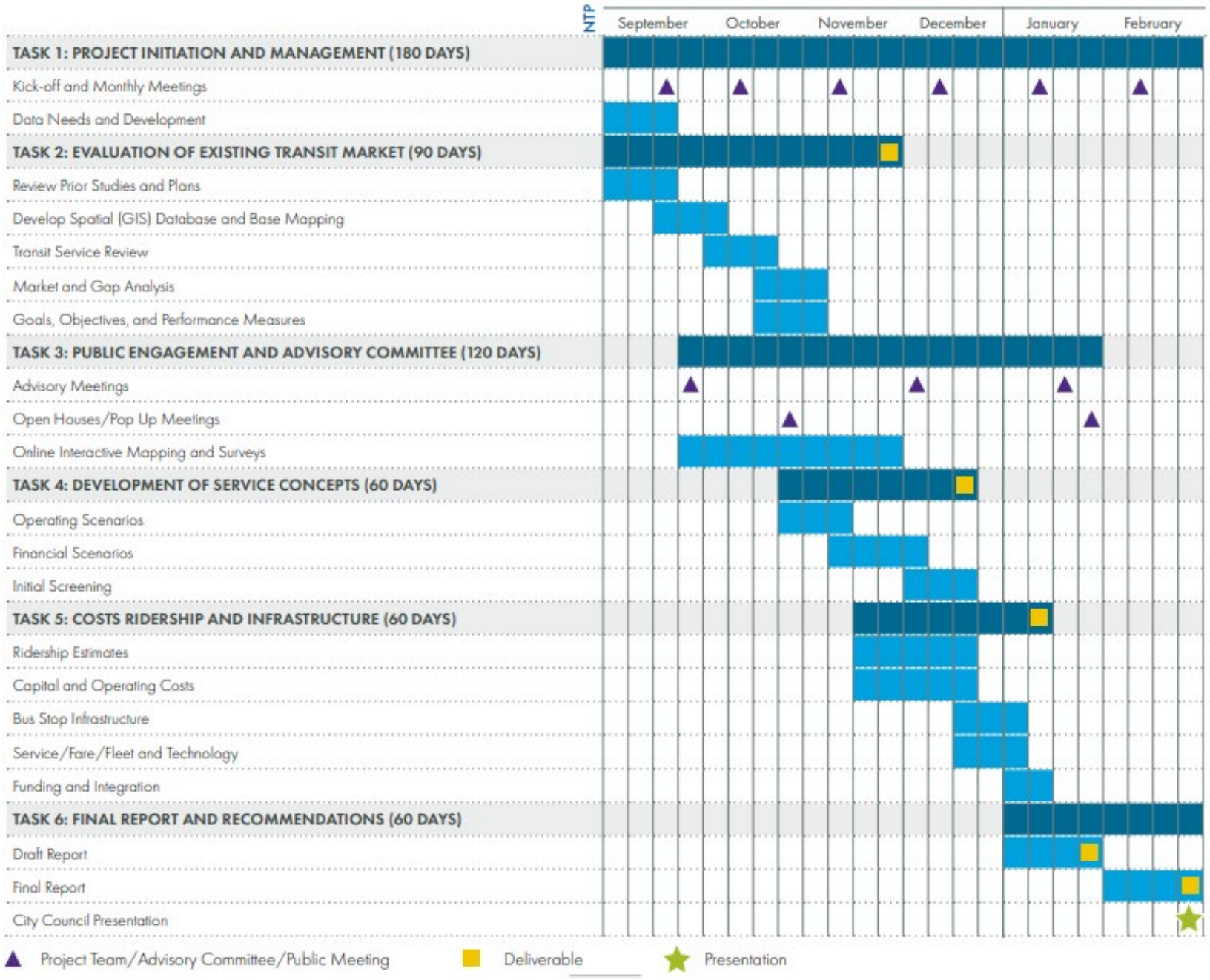
Work Schedule

Excerpt from Consultant's Proposal dated August 7, 2024, Pages 42 - 43

As demonstrated in our **Statement of Qualifications: Key Individuals** resume section of this proposal, the key members proposed for the Planning Study of Areas of Persistent Poverty are experienced, knowledgeable, and well-versed in transportation planning. In addition to possessing the technical skills and local familiarity to expedite this project, Mead & Hunt is perfectly positioned to provide the City of Pueblo with an unmatched level of customer service and responsiveness. **With the ability to dedicate ourselves and resources to this project, Mead & Hunt can meet your project's six-month timeline.** The City has the opportunity to partner with a team who can make their project our top priority. Not only is our team's high availability a valuable asset for the City, but our staff's extensive experience with transportation planning studies provides Mead & Hunt with a strong position to better serve you.



Team Member	Current Workload	Availability
Paul Silberman, PE, PTOE Project Manager	• CDOT Region 2 Vulnerable Roadway User • City of Denver North Central Corridor Transit Planning	60%
Nathan Vander Broek Transportation Planner	• City of Denver North Central Corridor Transit Planning • North Avenue Before and After FTA Transit Performance Report	50%
Brian Laverty, AICP Senior Transportation Planner	• Rancho San Antonio Transit Study • Jackson Hole START Transit Pilot Study	55%
Jim Bunch, PTP Senior Transportation Planner	• Downtown Columbia Cordon Line Study • Charles and Prince George's Rapid Transit Study	50%
Robert (Bob) Kuhns, AICP Senior Transit Planner	• Staunton and Northern District TDM and Transit Study	40%
Scott Fox, AICP Transportation Planner	• Bus Stop Evaluation, RAISE East-West Corridor	25%
Robert Pratt, PE Senior Transportation Engineer	• Downtown Windsor Wayfinding • City of Alexandria Transit Center Planning	50%


NTP
September
October
November
December
January
February
TASK 1: PROJECT INITIATION AND MANAGEMENT (180 DAYS)
Kick-off and Monthly Meetings
Data Needs and Development
TASK 2: EVALUATION OF EXISTING TRANSIT MARKET (90 DAYS)
Review Prior Studies and Plans
Develop Spatial (GIS) Database and Base Mapping
Transit Service Review
Market and Gap Analysis
Goals, Objectives, and Performance Measures
TASK 3: PUBLIC ENGAGEMENT AND ADVISORY COMMITTEE (120 DAYS)
Advisory Meetings
Open Houses/Pop Up Meetings
Online Interactive Mapping and Surveys
TASK 4: DEVELOPMENT OF SERVICE CONCEPTS (60 DAYS)
Operating Scenarios
Financial Scenarios
Initial Screening
TASK 5: COSTS RIDERSHIP AND INFRASTRUCTURE (60 DAYS)
Ridership Estimates
Capital and Operating Costs
Bus Stop Infrastructure
Service/Fare/Fleet and Technology
Funding and Integration
TASK 6: FINAL REPORT AND RECOMMENDATIONS (60 DAYS)
Draft Report
Final Report
City Council Presentation
Project Team/Advisory Committee/Public Meeting
Deliverable
Presentation

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated August 7, 2024, Pages 8 – 20

Paul Silberman, PE, PTOE

PROJECT MANAGER

Areas of Expertise
- Multimodal transportation planning
- Traffic safety
- Traffic operations analysis
- Concept development
- Public/stakeholder outreach

Education
- MS, Civil Engineering
- BS, Civil Engineering

Registration/ Certifications
- Licensed Professional Engineer, Colorado #57017
- Certified Professional Traffic Operations Engineer, #1287

Availability
- 60%

Paul has 26 years of experience in multimodal transportation planning and engineering. Paul's expertise includes regional and strategic transportation plans for all modes; transit service planning and operations; transit needs studies; transit data analysis; ridership forecasting; transit hub and intermodal planning and design; bus priority planning and design; wayfinding signage; station area planning; land use planning/transit oriented development; pedestrian and bicycle access; stakeholder, public, and elected official coordination; environmental planning; and cost estimates. Paul has worked with all modes of transit including local/ express/commuter/rapid bus, streetcar, micro, and paratransit. He has been involved in multiple grant-funded transit pilot projects and has strong working relationships with the Colorado Department of Transportation (CDOT) and Regional Transportation District (RTD).

PROJECT EXPERIENCE

Broadway to Green Valley Ranch Transit Planning and Operations Study, City and County of Denver, CO

Paul led the effort to develop routing, service schedule, stop locations and infrastructure, ridership estimates, and public outreach to support a new high frequency route through North Central Denver. The study included evaluation of existing local bus routes and operational performance, stop accessibility, transit market gaps and needs, and alignment with long range transit plan goals.

Transit Expansion Study, City of Glenwood Springs, CO

Paul was the project manager responsible for analysis of new and extended transit routes to serve commuter and tourist needs. He compiled transit and traffic data, developed and evaluated new service plans, conducted stakeholder and public outreach, and developed capital and operating costs.

Upper Valley Transit Enhancement Study, Pitkin County, CO

Paul is the project manager responsible for identifying bus stop accessibility improvements and transit priority/service modifications to enhance transit operations and ridership.

Shuttle Pilot Feasibility Study, Town of Jackson, WY

Paul is the senior transportation planner responsible for evaluating new transit service routes, stops, and outreach to reduce traffic and parking congestion in the Town, Jackson Hole Resort, Grand Teton National Park, and Jackson Hole Airport.

Continued

Paul Silberman, PE, PTOE | Project Manager

Rancho San Antonio Shuttle Feasibility Study, MidPeninsula Regional Open Space District, San Mateo County, CA
Paul was the senior transportatioin planner responsible for evaluating visitor demand, origins, and development of service concepts for a publicly run shuttle system to provide alternative access to the nature preserve and reduce parking demand. He identified stakeholders, routes, stops, operating plans, costs, ridership estimates, technology needs, funding, and service delivery models. Paul presented his findings to MidPen leadership and the public.

Enhanced Transit Service Feasibility Study, City of Clearwater, FL
Paul is the project manager responsible for evaluation of normal and seasonal local transit service from downtown to the beachfront. Paul is providing an assessment of travel markets for new enhanced transit service and development of new transit alignments, stops/stations, and initial ridership projections.

Downtown Transit Center Feasibility Study, Metropolitan Tulsa Transit Authority, Tulsa, OK
Paul is the senior planner responsible for documenting existing site conditions, evaluating site access for all modes, curbside management, site parking, and supporting stakeholder and public outreach.

Ride On Quadrennial Service Plan Review, Montgomery County DOT, MD
As the senior planner, Paul was responsible for service plan reviews for the County's bus system. The transit system is the largest locally operated transit service in the state, providing almost 30 million trips per year. Paul provided technical support for service operations and planning including identification of service gaps and needs, stakeholder interviews, peak/off-peak service frequencies, estimated line loads, and fleet needs.

Towson Loop Circulator Feasibility Study and Implementation Support, Baltimore County, MD
Paul was the project manager who evaluated the potential for implementing a circulator service in the Towson area to connect key government offices, university, hospital, and retail uses. Paul managed all planning components of the study including existing conditions documentation, transit needs propensity analysis, route concept development, bus stop accessibility, ridership and cost estimates, public and stakeholder outreach, integration with existing regional and university public transit service, and implementation support including branding, marketing, and operations.

Municipal Transit Service Assessment, City of Hyattsville, MD
Paul was the senior engineer who developed routing, stop, capital, and operating cost assessment for the city shuttle bus system.

Shore Transit Bus Routing Analysis and Bus Stop ADA Study, Salisbury-Wicomico MPO, MD
Paul was the senior planner responsible for evaluation of current route efficiency, costs, new route and service needs, ADA access, and stakeholder coordination.

Nathan Vander Broek

TRANSPORTATION PLANNER

Areas of Expertise

- Multimodal/long range planning
- Transit operations
- Public/stakeholder outreach
- Community planning

Education

- MS, Urban Planning
- BS, Business Administration

Availability

- 50%

Nathan (Nate) has over 15 years of experience in the private and public sector including several MPOs and municipalities in Colorado and South Dakota as well as CDOT. His expertise includes transit service planning and operations for fixed and demand-responsive services, public outreach, grant and budget management, micromobility programs, GIS data analysis, long range modal and strategic planning, policy analysis and development, corridor studies, parking studies, and education and training.

PROJECT EXPERIENCE

Division of Transit and Rail & Division of Transportation Development, CDOT, CO
Nate served as the Senior Transit Planner and Statewide Bicycle and Pedestrian Coordinator. Notable accomplishments include:

- Project manager for the 2045 Statewide Transit Plan, a two-year effort to identify transit needs, prioritize projects, and set policy direction and funding priorities.
- Project manager for the State of Colorado's ADA cutaway vehicle price agreement contract.
- Project manager for the application, evaluation, and awarding process for federal transit grants administered by CDOT, including planning, operating, and capital projects.
- Played a key role in developing policies used by the state to fairly and equitably award grants to rural transit agencies in the state.
- Managed the Bicycle and Pedestrian program within CDOT's Division of Transportation Development, which included overseeing the Safe Routes to School program.
- Presented transit policy issues to Colorado state transportation committees, including the Statewide Transportation Advisory Committee (STAC) and CDOT's Transit and Rail Advisory Committee (TRAC).
- Represented CDOT's Division of Transit and Rail at local and coordinated planning events.

Crested Butte Multimodal Access Study, City and County of Gunnison, CO
Nate is the transit planner responsible for multimodal transportation planning including transit data collection and transit service evaluation. He is also developing concepts for enhanced multimodal accessibility. A focus of the study is enhanced transit service between downtown Crested Butte, Gunnison, and the Gunnison-Crested Butte Regional Airport.

Transit Expansion Study, City of Glenwood Springs, CO
Nate was the transit planner responsible for analysis of new and extended transit routes to serve commuter and tourist needs. He compiled transit and traffic data, developed and evaluated new service plans, conducted stakeholder and public outreach, and developed capital and operating costs. He coordinated extensively with the Roaring Fork Transit Authority and evaluated regional commuter patterns between Glenwood Springs and Aspen.

Continued
Nathan Vander Broek | Transportation Planner

Shuttle Pilot Feasibility Study, Town of Jackson, WY
Nate was the senior transportation planner evaluating new transit service routes, stops, and outreach to reduce traffic and parking congestion in the Town, Jackson Hole Resort, Grand Teton National Park, and Jackson Hole Airport. He also identified locations for a mobility hub in downtown Jackson.

South Central Council of Governments, Trinidad, CO
Nate served as Transit Director. Notable accomplishments include:

- Oversaw administration and operations of a demand-response multi-county Transit Department, including 23 vehicles and 12 employees.
- Provided Non-Emergent Medical Transportation (NEMT) service, both locally and regionally. Worked with the State and County on Medicaid reimbursements.
- Managed system budget, planning, development, and grants, including FTA Sections 5310 and 5311.
- Managed staffing, training, and workforce development.
- Developed and analyzed market surveys as well as created marketing and informational material.

City of Greeley, CO
Nate served as Transit Director. Notable accomplishments include:

- Oversaw the public participation process with all stakeholders who would be impacted from Greeley-Evans Transit's new Transfer Center and revamped transit routes.
- Created, distributed, and analyzed stakeholder surveys.
- Made official presentations and gathered input and data points at community open houses.
- Analyzed and planned existing and proposed transit routes and schedules.

Brian Laverty, AICP

SENIOR TRANSPORTATION PLANNER

Areas of Expertise
- Multimodal transportation planning
- Transit service planning
- Capital programming
- Stakeholder outreach

Education
- MS, Urban and Regional Planning
- BA, History

Registration/ Certifications
- American Institute of Certified Planners, #02392

Availability
- 55%

Brian has 20 years of experience in multimodal planning, during which he has worked with several municipalities, counties, MPOs, and state DOTs. Brian uses his collaborative style to develop innovative transportation plans that balance land use, transportation, and economic development in urban environments. Brian's project experience includes transit service planning and operations, transit needs studies, planning and design for complete streets, land use planning, bus stop accessibility, pedestrian and bicycle networks, long-range transportation plans, multimodal transit station planning, capital programming, and bus operations. He provides integration of transit services with highway, walking, and biking networks across multiple transportation agencies and local, state, and federal levels of government, from the neighborhood scale to the regional scale.

PROJECT EXPERIENCE

Shuttle Pilot Feasibility Study, Town of Jackson, WY

Brian is the project panager for this project, which evaluated new transit service routes, stops and outreach to reduce traffic and parking congestion in the Town, Jackson Hole Resort, Grand Teton National Park, and Jackson Hole Airport.

Aspen Airport to Downtown Transit Enhancement, Pitkin County, CO

Brian is the senior transportation planner responsible for evaluating service patterns, bus stop location, and accessibility including sidewalks, bike lanes/trails, and walk sheds. Brian developed recommendations to support enhanced multimodal connectivity and accessibility.

Rancho San Antonio Transit to the Parks Shuttle Feasibility Study, MidPeninsula Regional Open Space District, San Mateo County, CA

Brian was the project manager responsible for evaluating visitor demand, origins, and development of service concepts for a publicly run shuttle system to provide alternative access to the nature preserve and reduce parking demand. He identified stakeholders, routes, stops, operating plans, costs, ridership estimates, technology needs, funding, and service delivery models. Brian presented findings to MidPen leadership and the public.

Towson Loop Circulator Feasibility Study and Implementation Support, Baltimore County, MD

Brian was the senior planner that evaluated the potential for implementing a circulator service in the Towson area to connect key government offices, university, hospital, and retail uses. Brian led all planning components. Brian documented existing conditions, conducted transit needs propensity analysis, developed multiple route concept and stop locations, assessed bus stop accessibility, estimated ridership and cost, facilitated public and stakeholder outreach, and recommended integration with existing regional and university public transit service. He also provided implementation support including branding, marketing, and operations.

Continued

Brian Laverty, AICP | Senior Transportation Planner

National Mall Route Service Plan, District Department of Transportation (DDOT), Washington, DC
Brian was the project manager responsible for traffic data collection, traffic analysis, and development of concepts to enhance safe pedestrian crossings such as rapid flashing beacons, high-intensity activated crosswalks (HAWKs), and full color signals as well as implementation of master-planned bicycle infrastructure including new crosswalks, road diets, shared-use paths, separated bike lanes, and neighborhood bicycle boulevards. Corridors included Wellington Road, Sudley Road, Hastings Drive, and Dumfries Road.

Transit Development Plan, Prince George's County, MD
Brian was the senior planner for a county-wide existing conditions assessment and transit market analysis in Prince George's County. Brian compiled data from Census, American Community Survey, and regional travel models to develop profiles of County demographic, travel, and land use conditions. He supervised an on-board bus rider survey to obtain customer feedback and trip characteristics.

Bus Network Improvement Project, Maryland DOT Transit Administration, MD
Brian was the senior transit planner for a multi-year planning effort to improve service quality, efficiency, and maximize transit access and connectivity, of the MTA fixed route bus services in and around the City of Baltimore. Brian also developed bus stop placement and design guidelines for MTA bus services.

On-Call Bus Service Evaluation Studies, Washington Metropolitan Area Transit Authority, Washington, DC
Brian was the task manager for multiple studies, which identified service improvement proposals for four Metrobus lines with significant operational challenges. Brian oversaw project schedules and reviewed technical reports.

Enhanced Transit Service Assessment, City of Clearwater, FL
Brian was the senior transportation planner responsible for the evaluation of normal and seasonal transit demand, identification of multimodal transit hub design criteria, and development of new transit route service concepts. He developed alternatives including ridership projections and operating costs.

Jim Bunch, PTP

SENIOR TRANSPORTATION PLANNER

Jim specializes in analytic methods for cost-effective solutions in multimodal transportation planning. Jim has expertise in socio-economic data analysis and forecasting including Census, CTPP, and LODES as well as transit data collection and analysis, service planning, long range planning, and capital programming. Jim is hands-on with TBEST, CUBE, TransCAD, and MOVES software and several statistical analysis packages such as R and SPSS. He is a member of the TRB Committee on Public Transportation Planning and Development (AP025).

Areas of Expertise

- Multimodal transportation planning
- Intelligent Transportation Systems (ITS)
- Transit and traffic operations and management
- Travel forecasting
- Data analysis and statistics

Education

- BS, Civil Engineering

Registration/ Certifications

- Professional Transportation Planner, #590

Availability

- 50%

PROJECT EXPERIENCE

Transit Enhancement Study, City of Glenwood Springs, CO

Jim was the senior transportation planner responsible for data compilation including AVL and APC as well as evaluation of RFTA and Ride Glenwood Springs transit service ridership, service patterns, and stop locations. He assessed potential changes in ridership and operating costs based on proposed modifications to service hours, routes, and stop locations.

Upper Valley Transit Enhancement Study, Pitkin County, CO

As senior transportation planner, Jim was responsible for data compilation including AVL and APC as well as evaluation of RFTA and local transit service ridership, service patterns, and stop locations. He assessed potential changes in ridership based on proposed transit priority and multimodal stop/station access improvements along CO 82.

Enhanced Transit Service Feasibility Study, City of Clearwater, FL

Jim is the senior transportation planner responsible for evaluation of normal and seasonal local transit service from downtown to the beachfront. He is providing assessment of travel markets for new enhanced transit service and development of new transit alignments, stops/stations, and initial ridership projections.

Transit Needs Study, San Fernando Valley, CA

Jim was the project manager who developed approach and techniques to use GIS analysis for determining transit markets and needs in the Valley. The study assessed the overlap between fixed route and community transit service, identified gaps by cohort, and recommended options to improve both service and efficiency.

Ride On Quadrennial Service Review, Montgomery County DOT, MD

Jim was the senior transportation planner who provided technical support for service operations and planning including identification of service gaps and needs, stakeholder interviews for service planning and operational needs, and identification of future local service changes assumed in new major region-wide transit initiatives such as Purple Line and Corridor Cities to estimate capital and fleet needs for local feeder service.

Continued

Jim Bunch, PTP | Senior Traffic Engineer

Manager of Transit Systems Analysis, Harris County/Houston METRO, TX
Jim was the senior transportation planner responsible for the development of long range transit service plans and analysis of data. The projects included Priority Corridor Alternatives Analysis/DEIS; development of employment and demographic databases used in travel forecasting; transit and HOV inputs to Houston's Clean Air Act conformity analysis; and development/calibration of new travel models.

Regional Bus Layover Study, Washington Metro Council of Governments, Washington, DC
Jim was the senior transportation planner responsible for evaluating existing tour, charter, private, intercity, and commuter bus staging and layover needs in downtown Washington and Arlington Counties. He developed GIS base mapping of routing, service characteristics, ridership, stops, and curbside regulations, and evaluated potential sites for consolidated staging and layovers. Jim engaged bus operators and coordinated with stakeholder agencies including Washington Metropolitan Area Transit Authority, DDOT, and Arlington County.

Robert (Bob) Kuhns, AICP

SENIOR TRANSIT PLANNER

Areas of Expertise
- Strategic/long range planning
- Multimodal planning
- Stakeholder/public outreach

Education
- MS, Civil Engineering
- BS, Civil Engineering

Registration/ Certifications
- American Institute of Certified Planners

Availability
- 40%

Bob is a multimodal transportation professional with over 40 years of experience in the transportation industry, including work in small- to- mid-sized communities. His expertise includes strategic/long range plans for all modes, transit service and operational plans, vehicle circulation/roadway networks, pedestrian and bicycle network planning, campus planning, cost estimates/capital programming, feasibility studies, corridor studies, and stakeholder coordination.

PROJECT EXPERIENCE

Jackson Transit System TDP, Jackson, MS
As senior transportation planner, Bob conducted bus ridership surveys, inventoried capital equipment, summarized existing operating budget, and prepared new short- and long-range capital improvement programs. He also examined special transportation services for senior citizens, with consideration of minibus applications and private taxi services.

SporTran Transit Development Plan, Shreveport, LA
Bob was the senior transportation planner responsible for conducting bus ridership and rider surveys. He developed short- and long-range capital improvement programs, including examination of alternative new bus terminal locations, and examined organic applications of jitney services from residential communities with limited access by bus.

CUE Bus System Operations Support, City of Fairfax, VA
As the project manager, Bob appraised opportunities to enhance citizens and George Mason University student patronage of CUE Bus service to and from Vienna Transit Station. He also evaluated bus stop accessibility and ADA compliance as well as developed a GIS map of transit routes and stops.

Intercity Bus Pilot Program, Union Station Redevelopment Corporation, Washington, DC
Bob was the planning manager responsible for testing and encouraging the intercity bus service from designated 'depot area' at the Union Station parking garage. He provided a new stop recommendation of Washington to New York service and reinforced location as regional intermodal hub. His responsibilities included evaluation of passenger surveys, evaluating bus operational issues, developing new parking lot design/circulation system within parking garages, and preparing documentation.

Scott Fox, AICP

TRANSPORTATION PLANNER

Areas of Expertise
- Transit service planning and operations
- Community planning
- Multimodal accessibility
- Stakeholder/public outreach

Education
- MS, Urban Planning
- BA, History

Registration/ Certifications
- American Institute of Certified Planners

Availability
- 25%

Scott is a transit planner and analyst with eight years of experience in transit service planning and operations including routes, stop placement, headways and first/last mile connections as well as spatial analysis, graphic design and visualization, customer service, marketing, stakeholder and public outreach, policy, grant funding applications, and economic analysis. Scott has direct experience working for a regional transit agency and balancing service needs with available budgets, fleet, and labor resources. In addition to strong written and verbal communication skills, Scott's expertise includes GIS, GTFS, Illustrator, InDesign, Microsoft Office, Navineo, Ridecheck, Remix, SQL, and Trapeze.

PROJECT EXPERIENCE

Service Planner – Bus Stop and GIS Manager, Memphis, TN

While with the Memphis Area Transit Authority, Scott's tasks included:

- Oversaw the organization's bus stop management and spatial and data analysis including Title VI.
- Project manager for shelter installations, sidewalks, bike racks, and other related improvements.
- Troubleshot data sources to assure accuracy and consistency.
- Developed service improvements that reflect planning documents and pubic feedback.
- Organized and conducted meetings with the public and diverse stakeholders.
- Grant writer of successful federal and state competitive funding opportunities that have provided over $20 million in funding for capital and operating needs.
- Created maps and schedules for public display.

On-Call Transit Planning, Maryland Transit Administration, MD

Scott was the transit planner responsible for bus stop inventory, upgrade recommendations, and before and after transit performance analysis. He also performed research and analysis on policy issues relating to local bus transit such as reduced or free fare ridership.

On-Site Transportation Planning Services, Anne Arundel, MD

Scott provided staff augmentation for implementation of *Move Anne Arundel!*, the county's Transportation Functional Master Plan. His work included supporting corridor studies, reporting on performance measures, and transit operations including bus stop accessibility and upgrades.

Robert Pratt, PE

SENIOR TRANSPORTATION ENGINEER

Areas of Expertise

- Transportation planning and design
- Transit planning and design
- Traffic analysis
- ADA compliance
- Safety improvements
- Multimodal planning and design
- Constructability reviews
- Value engineering

Education

- BA, Civil Engineering

Registration/ Certifications

- Licensed Professional Engineer, Colorado, #32964

Availability

- 50%

Rob has over 34 years of experience in transportation planning, engineering, design, and management of all types and sizes of infrastructure projects. His expertise is in transit facilities, roadways; highways; heavy, commuter, and light rail; airports; trails; intersections/roundabouts; traffic analysis; access control; safety studies; pedestrian infrastructure; parking; construction phasing; and land development. Rob creatively approaches the design and construction process by seeking practical alternatives and working outside the box to keep projects on schedule and within budget while maintaining client satisfaction. Having spent several years working for a contractor, he brings extensive experience with bidding procedures, contracts, and risk analysis. This experience helps clients and design teams be more efficient in managing challenges, developing appropriate mitigative measures, preparing estimates, and creating logical construction phasing plans.

PROJECT EXPERIENCE

Pueblo Transit Plan, Pueblo Transit, City of Pueblo, CO

Rob was responsible for data collection, field surveys, and traffic analysis associated with updating the Pueblo Transit Plan. He assisted with the development of updating route maps and graphics.

Colorado Springs Downtown Transfer Site Selection, Mountain Metro Transit, City of Colorado Springs, CO

Rob was responsible for data collection and traffic analysis associated with the review of eight different sites for a new downtown mobility hub. The project included analysis of bus, traffic, and pedestrian mobility and how to tie each into the existing infrastructure network. The project also included conceptual design of the three preferred sites, including environmental and right-of-way impacts.

Springs Downtown Light Rail Feasibility Study, City of Colorado Springs, CO

Rob was the project manager leading a team reviewing the feasibility of connecting Colorado Springs to Manitou Springs via a light rail line on Colorado Avenue. The project included planning and conceptual design for the entire transportation network, including multiple stations and a large service center in downtown Colorado Springs.

South Strip Transfer Site Selection, RTC Transit, Las Vegas, NV

Rob was responsible for data collection and traffic analysis associated with the review of multiple different potential sites for a new downtown transit center on the south end of the strip in Las Vegas. The project included analysis of bus, traffic, and pedestrian mobility and how to tie each into the existing infrastructure network. The project also included design of the preferred site.

Continued

Robert Pratt, PE | Senior Transportation Engineer

Fallon Bike and Transit Plan, City of Fallon, NV
Rob assisted with data collection and analysis for a new bike and transit plan in downtown Fallon, Nevada. He performed Synchro analysis and bus turning reviews at many locations throughout the study area.

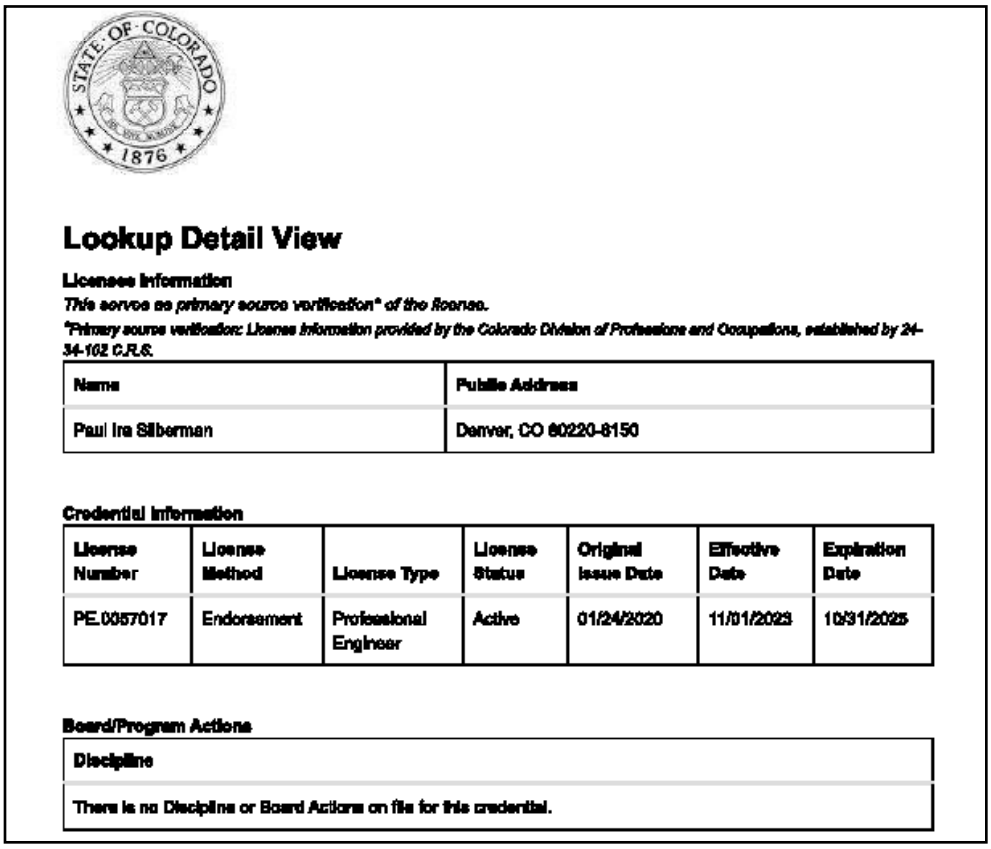
Chandler Transfer Station, City of Chandler Arizona Transit, Chandler, AZ
Rob was part of a team that planned and prepared the design of a new transfer station and park-n-ride. The selected site required review and modification of several bus routes. Ultimately, the site was designed to accommodate up to three buses. The parking area required permanent shade structures for vehicles.

North Metro Rail Line, Regional Transportation District, Denver Metro Area, CO
Rob was the transportation design manager for the development of a $440M, 17-mile commuter rail line through the communities in the northeast portion of the Denver Metro Area. There were eight communities involved in the project and additional oversight from FRA, UPRR, BNSF, PUC, and CDOT. The project included planning and design of 17 miles of track with multiple sidings and service roads for most of the entire length, as well as six stations with rail, bus, and park-n-ride lots. There were over 20 automobile rail crossings, most with pedestrian access; eight grade separated trail crossings; and nearly 20 signalized intersections.

Southeast Rail Extension, Regional Transportation District, Lone Tree, CO
Rob was the design manager for the planning and development of a two-mile section of light rail from the Lincoln Station to just south of Ridgegate Parkway. The project included double track for the entire length, bridges over I-25 and other major roadways, multiple at-grade rail crossings, and three new park-n-ride stations, including one at the Sky Ridge Medical Center.

Omaha Old Town Trolley, City of Omaha, NE
Rob was a project engineer for the design of a new trolley (light rail) that would run along 13th Street south to the Henry Dorley Zoo. The project was approximately three miles in length with double track and stations spaced approximately every four-to-six blocks.

EMPLOYEE LICENSES



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.*

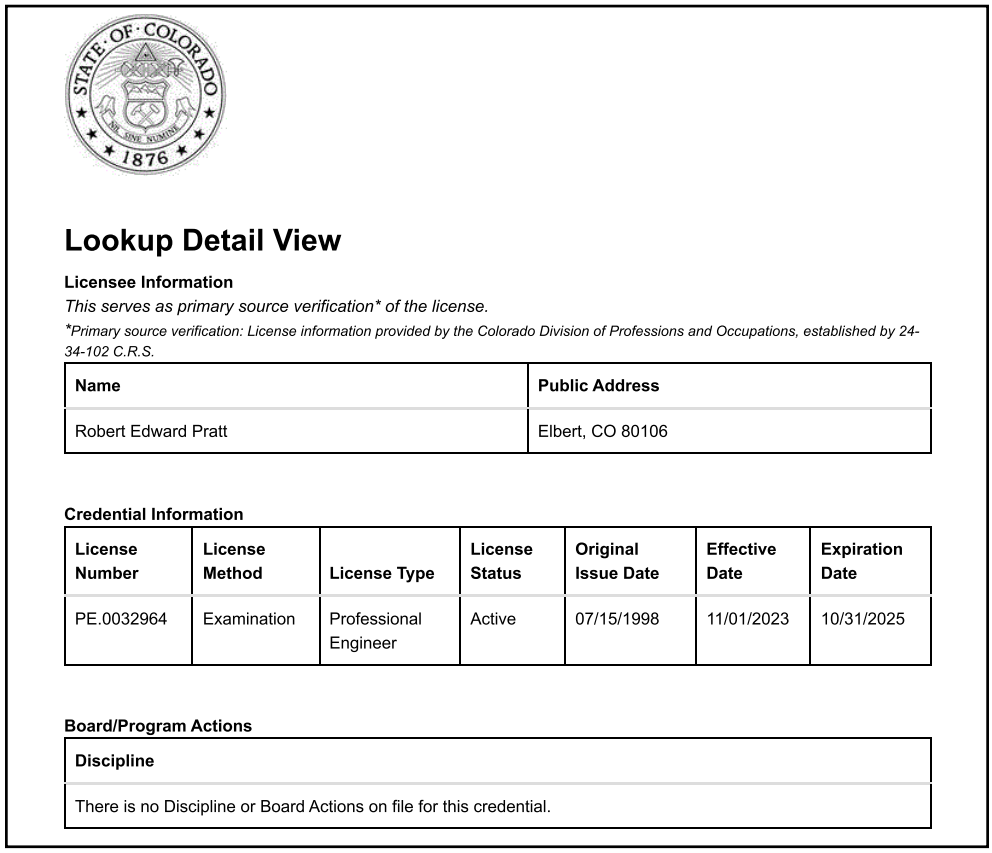
Name	Public Address
Paul Ira Silberman	Denver, CO 80220-8150

Credential Information

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
PE.0057017	Endorsement	Professional Engineer	Active	01/24/2020	11/01/2023	10/31/2025

Board/Program Actions

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



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
Robert Edward Pratt	Elbert, CO 80106

Credential Information

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
PE.0032964	Examination	Professional Engineer	Active	07/15/1998	11/01/2023	10/31/2025

Board/Program Actions

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

Schedule 5

Federal Transit Administration (FTA) Requirements

Excerpt from Request for Proposal dated July 9, 2024, Section 10

10.1. Applicability

Applicable to all projects.

All contract clauses included in this Appendix shall be applicable to City of Pueblo (City) bids (whether informal or formal), projects, contracts, agreements, etc. that are funded in whole or in part with FTA funds. Additionally, all Contractors for City shall include this Appendix as an attachment to all subcontracts for subcontractors and subconsultants to be hired by the Contractor for the bid, project, contract, and/or agreement.

10.2. Access to Records and Reports

Applicable to all projects.

A. Record Retention. The Contractor will retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other subconsultant agreements of any type, and supporting materials related to those records.

B. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

D. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

10.3. Clean Air Act and Federal Water Pollution Control Act

Only for projects exceeding $150,000.

The Contractor agrees:

A. It will not use any violating facilities;

B. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

C. It will report violations of use of prohibited facilities to FTA; and

D. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

10.4. Civil Rights and Equal Opportunity

Applicable to all projects.

The Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract and subconsultant agreement entered into as part thereof.

A. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination

against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

D. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

10.5. Employee Protections

Applicable as provided.

A. Contract Work Hours and Safety Standards for Awards Not Involving Construction. For all projects, the Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering 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.

1. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

2. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job

10.6. Energy Conservation

Applicable to all projects.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

10.7. Debarment, Suspension, Ineligibility and Voluntary Exclusion

Only applicable to contracts in excess of $25,000.

Contractor shall complete Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification form.

10.8. Lobbying Restrictions

Only applicable for contracts exceeding $100,000.

Contractor shall complete Lobbying Restrictions Certification form.

10.9. No Federal Government Obligation to Third Parties

Applicable to all projects.

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10.10. Program Fraud and False or Fraudulent Statements or Related Acts

Applicable to all projects.

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

10.11. Recycled Products/Recovered Materials

Only if item exceeds $10,000 (or total of all purchases previous year exceed $10,000).

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

10.12. Safe Operation of Motor Vehicles

Applicable to all projects.

A. Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased by the Contractor.

B. Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

10.13. Sensitive Security Information

Applicable to all projects.

Each Contractor, subconsultant, and subcontractor must take make every effort to protect "sensitive security information" made available during the administration of a contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

10.14. Texting While Driving

Applicable to all projects- also see Section regarding Safe Operation of Motor Vehicle above.

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages Contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

10.15. Federal Tax Liability and Recent Felony Convictions, Transactions Prohibited

Applicable to all projects.

The Contractor agrees that Contractor, any subconsultants, and any subcontractors:

A. Do not have 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; and

B. Has not been convicted of the felony criminal violation under any Federal law within the preceding 24 months.

10.16. Compliance

Applicable to all projects.

The FTA may take enforcement action if the Contractor violates an applicable federal law, regulation, or requirement, or does not follow an applicable federal guidance.

10.17. No Federal Government Commitment of Liability to Contractors

Applicable to all projects.

A. The Federal Government does not and shall not have any commitment or liability related to the funding agreement, to any Contractor, subconsultant, subcontractor, or to any other person or entity; and

B. Notwithstanding that the Federal Government may have concurred in or approved any solicitation or any agreement that may affect the funding agreement, the Federal Government does not and shall not have any commitment or liability to any Contractor, subconsultant, subcontractor, or other entity or person that is not a party to the funding agreement.

10.18. Environmental Protections

Applicable to all projects.

A. General. The Contractor will comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

B. National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Contractor agrees to:

1. Comply and facilitate subcontractor compliance with federal laws, regulations, and requirements, including, but not limited to:

a. Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;

b. The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. § 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;

c. Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;

d. Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and

e. Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

2. Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:

a. Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decisionmaking in Environmental Reviews," January 14, 2013;

b. Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and

c. Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

C. Environmental Justice. The Contractor agrees to promote environmental justice by following:

1. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;

2. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and

3. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

D. Other Environmental Federal Laws. The Contractor agrees to comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and

Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

E. Use of Certain Public Lands. The Contractor agrees to comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

F. Historic Preservation. The Contractor agrees to:

1. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

2. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.

3. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.

4. Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.

5. Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

G. Indian Sacred Sites. The Contractor agrees to and will facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

10.19. Alcohol Misuse and Prohibited Drug Use

Applicable to all projects.

A. Requirements. The Contractor agrees to comply with:

1. Federal transit laws, specifically 49 U.S.C. § 5331;

2. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and

3. Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.

B. Remedies for Non-Compliance. The Contractor agrees that if FTA determines that the Contractor, receiving federal assistance under 49 U.S.C. chapter 53, is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Contractor from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

10.20. Federal Changes

Applicable to all projects.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between Pueblo Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Additional Information for Agreement

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan

PERA Questionnaire

Insurance Certificate(s)

LOBBYING RESTRICTIONS FORM

Only applicable for projects exceeding $100,000.

The Contractor certifies, to the best of his or her knowledge and belief, that:

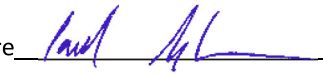
a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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.

Company Mead & Hunt, Inc. Date August 7, 2024

Authorized Signature 

Name/Title Paul Silberman, PE, PTOE / Business Unit Leader - Transportation Planning

SAM.GOV®

MEAD & HUNT INC

REVIEWED
By Christina Garcia at 10:08 am, Aug 19, 2024

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
JLDHQ7RCE5F3	**0FSG0**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 22, 2025**	
Physical Address	Mailing Address	
2440 Deming WAY **Middleton, Wisconsin 53562-1562** **United States**	**2440 Deming WAY** **Middleton, Wisconsin 53562** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Wisconsin 02	**Wisconsin / United States**	**http://www.meadhunt.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 25, 2024	**Jan 23, 2024**	**Jun 1, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 30, 1949	**Oct 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(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	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
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	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**0FSG0**

Points of Contact

Electronic Business

Jeff S Sorenson, Mr.
2440 Deming WAY
Middleton, Wisconsin 53562
United States

Kristin Greene, Ms.
2440 Deming WAY
Middleton, Wisconsin 53562
United States

Government Business

Jeff S Sorenson, Mr.
2440 Deming WAY
Middleton, Wisconsin 53562
United States

Meghan Stiklestad, Ms.
2440 Deming WAY
Middleton, Wisconsin 53562
United States

Past Performance

Meghan Stiklestad, Ms.
2440 Deming WAY
Middleton, Wisconsin 53562
United States

Jeff Sorenson, Mr.
2440 Deming WAY
Middleton, Wisconsin 53562
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	236220	**Commercial And Institutional Building Construction**
	541310	**Architectural Services**
	541320	**Landscape Architectural Services**
	541340	**Drafting Services**
	541360	**Geophysical Surveying And Mapping Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541410	**Interior Design Services**
	541420	**Industrial Design Services**
	541620	**Environmental Consulting Services**
	541690	**Other Scientific And Technical Consulting Services**
	562910	**Remediation Services**

Product and Service Codes

PSC	PSC Name

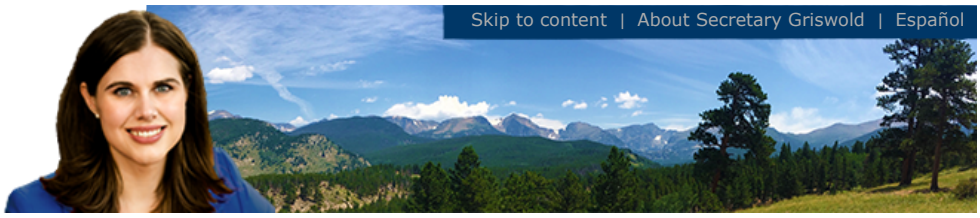
C211	**Architect And Engineering- General: Landscaping, Interior Layout, And Designing**
C212	**Architect And Engineering- General: Engineering Drafting, Not Cad/Cam**
C215	**Architect And Engineering- General: Production Engineering**
C219	**Architect And Engineering- General: Other**

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

Trade names

Get a certificate of good standing

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Unsubscribe from text notification

Business Home

Business Information

Business Search

FAQs, Glossary and Information

Summary

Details			
Name	Mead and Hunt, Inc.		
Status	Good Standing	**Formation date**	05/18/2006
ID number	20061199686	**Form**	Foreign Corporation
Periodic report month	May	**Jurisdiction**	State of Wisconsin
Principal office street address	2440 Deming Way, Middleton, WI 53562, US		
Principal office mailing address	2440 Deming Way, Middleton, WI 53562, US		

Registered Agent	
Name	COGENCY GLOBAL INC.
Street address	600 17th St Ste 1450S, Denver, CO 80202, US
Mailing address	600 17th St Ste 1450S, Denver, CO 80202, US

Filing history and documents

Trade names

Get a certificate of good standing

Get certified copies of documents

File a form

Set up secure business filing

Subscribe to email notification

Unsubscribe from email notification

Subscribe to text notification

Unsubscribe from text notification

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,

Mead and Hunt, Inc.

is an entity formed or registered under the law of State of Wisconsin , 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 20061199686 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/14/2024 that have been posted, and by documents delivered to this office electronically through 08/19/2024 @ 10:06:15 .

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 08/19/2024 @ 10:06:15 in accordance with applicable law. This certificate is assigned Confirmation Number 16307418 .

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."

Affirmative Action / Equal Employment Opportunity Policy Statement

January 2024

It is the policy of Mead & Hunt, Inc., to provide equal employment opportunity to all individuals regardless of race, color, creed, religion, sex (except where sex is a *bona fide* occupational qualification), national origin, age, disability, sexual orientation, veteran status, or any other characteristic protected by federal, state, and/or local law.

Mead & Hunt, Inc., is further committed to assuring that:

- All recruiting, hiring, training, promotion, and compensation programs are granted fairly to all persons on an equal opportunity basis without regard to any legally protected characteristic.
- Employment decisions are based on the principles of equal opportunity and affirmative action. All personnel actions such as compensation, benefits, transfers, promotions, hiring, termination, training, social and recreational programs are administered without regard to any legally protected characteristic.

Mead & Hunt, Inc. believes in and practices equal opportunity and affirmative action. Wendy Culver, the company's Chief Human Resources Officer, serves as the company's Equal Opportunity Officer and has overall responsibility for assuring compliance with this policy. All employees and managers are responsible for supporting the concepts of equal opportunity and affirmative action, and assisting with meeting its goal. Also, it is the company's policy to ensure and maintain a working environment free of harassment, intimidation, and coercion.

Mead & Hunt, Inc. maintains affirmative action plans for women, minorities, disabled persons, and veterans. Any questions regarding these plans or the company's equal opportunity policy should be directed to Wendy Culver in Human Resources. If you wish to view these plans, contact the front desk receptionist during normal business hours.

Andrew J. Platz, PE
CEO/President

Wendy K. Culver, SPHR, SHRM-SCP
Chief Human Resources and AA/EEO Officer

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: Mead and Hunt, Inc.

Authorized Signature: Marcy Jordan Digitally signed by Marcy Jordan DN: CN=Marcy Jordan Date: 2024.08.21 07:28:01-05'00' Title: Project Accountant Supervisor

Printed Name: Marcy Jordan Date: 8/21/24

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Pkwy Waukee IA 50263	**CONTACT NAME:** Beau Murray **PHONE (A/C, No, Ext):** 608-242-2558 **FAX (A/C, No):** **E-MAIL ADDRESS:** BMurray@holmesmurphy.com
INSURED MEAHUNPC Mead & Hunt, Inc. 2440 Deming Way Middleton, WI 53562	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** XL Specialty Insurance — 37885 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** American Guarantee & Liability Ins. Co. — 26247 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1055850276 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Cont Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GLO138723202	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP138723102	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			AUC095226002	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC138723302	7/1/2024	7/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability (Claims-Made)			DPR5030749	7/1/2024	7/1/2025	Per Claim: Per Aggregate:	$10,000,000 $10,000,000

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

RFP 24-074
Consultant for Planning Study of Areas of Persistent Poverty

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Pueblo and Others as required by written contract, per policy terms and conditions.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: City of Pueblo and Others as required by written contract, per policy terms and conditions.

CERTIFICATE HOLDER

City of Pueblo
230 S. Mechanic Street
Pueblo CO 81003

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP138723102	7/1/2024	7/1/2025				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO138723202	Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO138723202	7/1/2024	7/1/2025			$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No WC138723302 Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

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2. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. **Loss** means those sums actually paid that the **insured** is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense, after making proper deductions for all recoveries and salvage. However:

   a. Under **Coverage A**:

      (1) **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and

      (2) **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.

   b. Under **Coverage B.**, **loss** does not include defense expenses and supplementary payments.

4. **Other insurance** means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an **insured** arranges for funding of legal liabilities.

   Other insurance does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.

5. **Pollutants** mean any man-made or naturally occurring solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: smoke; vapor; soot; fumes; acids; alkalis; chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

6. **Suit** means a civil proceeding in which injuries or damages to which this insurance applies are alleged. **Suit** includes:

   a. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit pursuant to law or contract or does submit with our consent; or

   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.

7. **Underlying insurance** means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Limits of Insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.

B. The following definitions are applicable to **Coverage A** only:

1. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

2. **Insured** means:

   a. You;

   b. Any person or organization included as an **insured** in **underlying insurance**; and

   c. Any person or organization qualifying as an additional **insured** in **underlying insurance** but only to the same extent that such person or organization is an additional **insured** under such **underlying insurance**.

3. **Non-Admitted Jurisdiction** means:

   a. Any country or political subdivision in which we are not licensed or permitted to insure risks and where doing so would violate the insurance laws and regulations of such jurisdiction; or

   b. Any country or political subdivision where we are prevented by law from investigating, defending or settling an **occurrence** or **suit**.

4. **Occurrence** means a covered event as defined in **underlying insurance**.

5. **Qualified Entity** means any entity, person or organization that is not an **insured** under this policy and would qualify as an **insured** under this policy, but for the fact that the entity is registered, domiciled or has ongoing operations in a **non-admitted jurisdiction**.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

14. Premium

The premium for this policy as stated in Item **6.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first **Named Insured**, this insurance applies:

a. As if each **named insured** were the only **named insured**; and

b. Separately to each **insured** against whom claim is made or **suit** is brought.

16. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the **insured**, then we will, where permitted by law or statute, indemnify the **insured**.

17. Transfer of Rights of Recovery Against Others to Us

a. If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after the **loss** to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

However, if any **insured** is required by a written contract or agreement which is executed before a **loss** to waive their rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the **insured** has not waived their rights of recovery by contract.

b. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

18. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

19. When Loss is Payable

Coverage under this policy will not apply until the **insured**, or the **insured's** underlying insurer has paid or is legally obligated to pay the full amount of the Underlying Limits of Insurance or **Retained Limit**.

When the amount of **loss** is determined by an agreed settlement or on a final judgment against an **insured** obtained after an actual trial, we will promptly pay on behalf of the **insured** the amount of **loss** covered under the terms of this policy. The first **Named Insured** will promptly reimburse us for any amount within the **Retained Limit** paid by us.

20. Violation of Economic or Trade Sanctions

If coverage for a claim or **suit** under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or **suit** will be null and void.

B. The following Condition is applicable to **Coverage A** and **Coverage B**:

1. Notice of Occurrence, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy.

To the extent possible, notice will include:

(1) How, when and where the **occurrence** took place;

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City Clerk's Office Item # M4

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: September 9, 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 TRANSFERRING $78,231.26 TO PROJECT NO. CD2014 FOR THE MITCHELL PARK GAZEBO INSTALLATION. THE FUNDS SHALL BE TRANSFERRED FROM PROJECT NO. CD2018

SUMMARY:

This Resolution transfers money from prior projects into Project No. CD2014, which involves installing a new gazebo near the toddler play area at Mitchell Park.

PREVIOUS COUNCIL ACTION:

Council approved Ordinance 9051 on June 15, 2021, establishing the budget for the project at $68,787.

BACKGROUND:

The City received a citizen's request to install a gazebo at Mithcell Park using CDBG funding. Bids received for the project were over budget. As the City completed other projects, funding became available.

FINANCIAL IMPLICATIONS:

The Resolution transfers funds from prior year projects to Project No. CD2014.

BOARD/COMMISSION RECOMMENDATION:

The Citizen’s Advisory Committee recommended the project.

STAKEHOLDER PROCESS:

N/A

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

ALTERNATIVES:

Council could elect not to transfer the funds.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15740

A RESOLUTION TRANSFERRING $78,231.26 TO PROJECT NO. CD2014 FOR THE MITCHELL PARK GAZEBO INSTALLATION. THE FUNDS SHALL BE TRANSFERRED FROM PROJECT NO. CD2018

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $ 78,231.26 are hereby transferred from Project Number CD2018 into Project No. CD2014 for the installation of a new gazebo at Mitchell Park.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 9, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

City Clerk's Office Item # M5

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: September 9, 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 TRANSFERRING $903.20 TO PROJECT NO. HO1650 FOR SEWER REPAIRS AND RELATED RESTORATION TO NANCY'S PLACE YOUTH TRANSITIONAL HOUSING AT 2105 NORMAN LN. THE FUNDS SHALL BE TRANSFERRED FROM PROJECT NO. HO2150

SUMMARY:

This Resolution transfers money from prior projects into Project No. HO1650 for sewer repairs and related damage restoration. The funding will partially offset expenses related to a sewer backup in the facility. HUD has authorized up to $3,000 of additional funding for the project. The project account currently has a balance of $2,097.80.

PREVIOUS COUNCIL ACTION:

Council approved Resolution 13629 renovating a property donated by the Jackson Family in the name of Nancy Jackson to establish housing for youth exiting foster care.

BACKGROUND:

The facility was renovated by Posada Inc. and is owned and operated by Posada Inc. Posada Inc. operating as a Community Housing Development Organization renovated the property in 2017. Seven single-room occupancy units were created with a shared kitchen and living space. During the month of August several attempts to clear the sewer were made to no avail. Upon further investigation, mold was discovered.

FINANCIAL IMPLICATIONS:

The Resolution transfers funds from prior year projects to Project No. HO1650.

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BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Council could elect not to transfer the funds; the funds would be returned to HUD on September 26, 2024.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15741

A RESOLUTION TRANSFERRING $903.20 TO PROJECT NO. HO1650 FOR SEWER REPAIRS AND RELATED RESTORATION TO NANCY'S PLACE YOUTH TRANSITIONAL HOUSING AT 2105 NORMAN LN. THE FUNDS SHALL BE TRANSFERRED FROM PROJECT NO. HO2150

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $ 903.20 are hereby transferred from Project Number HO2150 into Project No. HO1650 for sewer and related repairs at Nancy's Place Youth Transitional Housing located at 2105 Norman Ln.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 9, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 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 JEAN LATKA TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

SUMMARY:

This resolution ratifies the joint City-County appointment of a member to serve on the Community Services Advisory Commission (CSAC).

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Community Services Advisory Commission (CSAC) 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 one joint vacancy on the Community Services Advisory Commission (CSAC). During the PACOG meeting on August 22, 2024, the BOCC and City Council members reviewed the applications and appointed Jean Latka to the Community Services Advisory Commission (CSAC).

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

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

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15742

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF JEAN LATKA TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

WHEREAS, PACOG duly convened and appointed Jean Latka to complete a four-year term on the Community Services Advisory Commission (CSAC) expiring on April 30, 2026; 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 joint appointment of Jean Latka to the Community Services Advisory Commission (CSAC) to complete a four-year term expiring April 30, 2026, 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: September 9, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

City Clerk's Office Item # M7

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 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 DAN WHITE TO THE PLUMBING BOARDS OF APPEALS - CONTRACTOR POSITION

SUMMARY:

This resolution ratifies the joint City-County appointment of a member to serve on the Plumbing Boards of Appeals.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Plumbing Boards 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 one joint vacancy for a contractor on the Plumbing Boards of Appeals. During the PACOG meeting on August 22, 2024, the BOCC and City Council members reviewed the applications and appointed Dan White to the Plumbing Boards of Appeals.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

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

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15743

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF DAN WHITE TO THE PLUMBING BOARDS OF APPEALS - CONTRACTOR POSITION

WHEREAS, PACOG duly convened and appointed Dan White to complete a three-year term on the Plumbing Boards of Appeals expiring on July 1, 2026; 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 joint appointment of Dan White to the Plumbing Boards of Appeals to complete a three-year term expiring July 1, 2026, 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: September 9, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51923AB402...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EB0FFC3D43C...
CITY CLERK

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

City Clerk's Office Item # M8

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 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 JOSH ALLISON TO COMPLETE A THREE-YEAR TERM EXPIRING ON SEPTEMBER 30, 2025 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE.

SUMMARY:

This Resolution confirms the appointment by the Mayor of Josh Allison to complete a three-year term expiring on September 30, 2025 on the Pueblo Memorial Airport Advisory Committee.

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 Kenneth Sanchez, there is one appointment available to complete a three-year term on the Pueblo Memorial Airport Advisory Committee.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15744

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JOSH ALLISON TO COMPLETE A THREE-YEAR TERM EXPIRING ON SEPTEMBER 30, 2025 ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE.

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Josh Allison to the Pueblo Memorial Airport Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Josh Allison to the Pueblo Memorial Airport Advisory Committee to complete a three-year term expiring September 30, 2025 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: September 9, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
CITY CLERK

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 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 THE PCCLD SELECTION COMMITTEE'S JOINT APPOINTMENT OF JESSI ONES TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

SUMMARY:

This resolution ratifies the joint City-County appointment of a member to serve on the Pueblo City-County Library District Board of Trustees.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Pueblo City-County Library District Board of Trustees 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 one joint vacancy for a member to serve on the Pueblo City-County Library District Board of Trustees. During the PCCLD Selection Committee meeting on August 27, 2024, the committee members reviewed the applications and appointed Jessi Ones to the Pueblo City-County Library District Board of Trustees.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

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 the committee's consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15745

A RESOLUTION RATIFYING THE PCCLD SELECTION COMMITTEE'S JOINT APPOINTMENT OF JESSI ONES TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

WHEREAS, the selection committee duly convened and appointed Jessi Ones to complete a five-year term on the Pueblo City-County Library District Board of Trustees expiring on December 31, 2026; 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 joint appointment of Jessi Ones to the Pueblo City-County Library District Board of Trustees to complete a five-year term expiring December 31, 2026, 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: September 9, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AF462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02FBDFEC3D43C...
CITY CLERK

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

City Clerk's Office Item # M10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 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-24-23) TO THE PUEBLO FARMERS MARKET, LLC, FOR THE USE OF ALAN HAMEL AVENUE FROM MAIN STREET TO DRIVEWAY AT HARP TO HOST A FARMERS MARKET AND MOVIE ON THE RIVERWALK

SUMMARY:

Attached is a draft revocable permit (REV-24-23) to be issued to the Pueblos Farmers Market. LLC.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo Farmers Market, LLC, has submitted a Revocable Permit application (REV-24-23) requesting the use of Alan Hamel Avenue from Main Street to driveway at HARP to host a Farmers Market and Movie on the Riverwalk on September 13, 2024, from 12:00 p.m. to 10:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their 3rd Annual Oktoberfest event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 24-23

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15746

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-23) TO THE PUEBLO FARMERS MARKET, LLC, FOR THE USE OF ALAN HAMEL AVENUE FROM MAIN STREET TO DRIVEWAY AT HARP TO HOST A FARMERS MARKET AND MOVIE ON THE RIVERWALK

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-23) is authorized to be issued to the Pueblo Farmers Market, LLC, for the use of Alan Hamel Avenue from Main Street to driveway at HARP to host a Farmers Market and Movie on the Riverwalk on September 13, 2024, from 12:00 p.m. to 10:00 p.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 (REV-24-23).

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: September 9, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
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 Farmers Market, LLC 1616 N Ogden Avenue, Pueblo, CO 81001 719-778-6041 None**
2. Permitted Area: **Alan Hamel Drive from Main Street to HARP Authority driveway**
3. Purpose of Revocable Permit: **To host a Farmers Market and Movie on the Riverwalk.**
4. Commencement Date: **September 13, 2024** Time: **12pm**
5. Ending Date: **September 13, 2024** Time: **10pm**

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 30th day of August, 2024.

PERMITTEE:

Organization or Individual: Pueblo Farmers Market

By: Mara Cochran

Title: Market Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 30th day of August, 2024 by Briana Mace as Notary Public.

My commission expires: 20234000226.

Briana Mace

Notary Public

APPROVED this 30th day of August, 2024.
PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

BRIANA MACE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234000226
MY COMMISSION EXPIRES JANUARY 04 2027

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

City Clerk's Office Item # M11

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 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-24-26) TO THE P.L.A.C.E. (PUEBLO'S LEGACY AND COMMUNITY EXPERIENCE) PROJECT FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CLEMSON AVENUE FROM LEHIGH AVENUE TO FORDHAM CIRCLE FOR THE PURPOSE OF FACILITATING A COMMUNITY BLOCK PARTY

SUMMARY:

Attached is a draft revocable permit (REV-24-26) submitted by The P.L.A.C.E. (Pueblo's Legacy and Community Experience)

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The P.L.A.C.E. Project has submitted a revocable permit (Rev-24-26) application requesting the use of the public right-of-way along Clemson Avenue from Lehigh Avenue to Fordham Circle for the purpose of facilitating a community block party on September 17, 2024, starting at 2:00 p.m. to 8:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from facilitating a community block party event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 24-26

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15747

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-26) TO THE P.L.A.C.E. (PUEBLO'S LEGACY AND COMMUNITY EXPERIENCE) PROJECT FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CLEMSON AVENUE FROM LEHIGH AVENUE TO FORDHAM CIRCLE FOR THE PURPOSE OF FACILITATING A COMMUNITY BLOCK PARTY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (Rev-24-26) is authorized to be issued to The P.L.A.C.E. (Pueblo's Legacy and Community Experience) Project for the use of the public right-of-way along Clemson Avenue from Lehigh Avenue to Fordham Circle for the purpose of facilitating a community block party on September 17, 2024, starting at 2:00 p.m. to 8:00 p.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: September 9, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFFC3D43C...
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: **The P.L.A.C.E 635 W. Corona Ave (719)564-0055**
2. Permitted Area: **Clemson Avenue from Lehigh Avenue to Fordham Circle**
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic in order to host a community block party.**
4. Commencement Date: **September 17, 2024** Time: **2:00 p.m.**
5. Ending Date: **September 17, 2024** Time: **8:00 p.m.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 27th day of August, 2024.

PERMITTEE:
Organization or Individual: The PLACE
By: Jeanette Garcia
Title: Chair

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 27th day of August, 2024 by Jeanette Garcia as Chair.

My commission expires: _____.

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

Tacy Suzette Barry
Notary Public

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

City Clerk's Office Item # M12

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 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-24-27) TO THE WALTER BREWING COMPANY FOR THE USE OF A PORTION OF ONEIDA STREET TO HOST THEIR 3RD ANNUAL OKTOBERFEST EVENT

SUMMARY:

Attached is a draft revocable permit (REV-24-27) to be issued to The Walter Brewing Company.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Walter Brewing Company has submitted a Revocable Permit application (REV-24-27) requesting the use of a portion of Oneida Street between the intersection at "D" Street and Oneida Street and the northern property edge of The Walter Brewing Company property line to host their 3rd Annual Oktoberfest event from September 27, 2024, at 8:00 a.m., until September 29, 2024, at 8:00 a.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their 3rd Annual Oktoberfest event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 24-27

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15748

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-27) TO THE WALTER BREWING COMPANY FOR THE USE OF A PORTION OF ONEIDA STREET TO HOST THEIR 3RD ANNUAL OKTOBERFEST EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-27) is authorized to be issued to The Walter Brewing Company for the use of a portion of Oneida Street between the intersection at "D" Street and Oneida Street and the northern property boundary of The Walter Brewing Company property line to host their 3rd Annual Oktoberfest event.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-24-27).

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: September 9, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEEC3D43C...
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: **The Walter Brewing Company 126 S Oneida St, Pueblo, CO 81003 7195420766 4225 North Greenwood St, Pueblo, CO 81003**
2. Permitted Area: **The intersection at D Street and Oneida Street to the northern property edge of The Walter Brewing Company property line.**
3. Purpose of Revocable Permit: **Closure of the roadway to vehicular traffic to host their 3rd Annual Oktoberfest event.**
4. Commencement Date: **September 27, 2024** Time: **8am**
5. Ending Date: **September 29, 2024** Time: **8am**

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 28th day of August, 2024.

PERMITTEE:
Organization or Individual: The Walter Brewing Co.
By: Mia Sanchez
Title: Co-Owner

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 28th day of August, 2024 by Mia Sanchez as Co-Owner.

My commission expires: 9/19/2027.

ALICIA SLADER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234035838
MY COMMISSION EXPIRES 09/19/2027

Alicia Slader
Notary Public

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

City Clerk's Office Item # M13

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SPECIALIZED TRANSPORTATION RELOCATION STUDY UPDATE TO STANTEC CORP

SUMMARY:

City Council to approve the awarding of the service contract for Specialized Transportation Relocation Study.

PREVIOUS COUNCIL ACTION:

Resolution No. 2018-017, a Resolution approving an amendment to the fiscal year 2018-2019 Unified Planning Work Program to Include the Pueblo Transit Relocation Study as Part of the FY2018 Work Program.

BACKGROUND:

PACOG accomplished the 2019 Pueblo Transit Relocation Study highlighting the proposed land parcel for a proposed new Transit A & M facility. The Study incorporated a cost estimate design that has become obsolete due to new requirements and price increases. This Study Update will incorporate both updated construction costs and facility statutorily required split fleet of Hydrogen Fuel Cell and Electric Buses, as well as completing an equity analysis of the parcel and surrounding areas, thus satisfying the Federal Transit Administration's land purchase requirement.

FINANCIAL IMPLICATIONS:

The contract cost for Pueblo Area Council of Governments will not exceed $129,000.00. Funds for this project will be paid out of Project PT2440.

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BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board approves this action.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24a-035 Stantec Agmt for Update of Transit Relocation Plan (Attachment)
2. Resolution 2018-017

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RESOLUTION NO. 15749

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SPECIALIZED TRANSPORTATION RELOCATION STUDY UPDATE TO STANTEC CORP

WHEREAS, Stantec Corp. was selected for Specialized Transportation Relocation Study; and

WHEREAS, Stantec Corp completed the 2018-1019 Study; and

WHEREAS, the Proposal of Stantec Corp was selected as a sole source award approved by City of Pueblo and Federal Transit Administration purchasing guidelines; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The contract for Specialized Transportation Relocation Study Update is awarded to Stantec Corp. is hereby approved.

SECTION 2.

The services contract, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute same in the name of the City.

SECTION 3.

Funds for said project shall be paid from the PACOG Unified Planning Work Program.

SECTION 4.

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

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SECTION 5.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: September 9, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND STANTEC ARCHITECTURE INC.

24a-035

UPDATE OF PUEBLO TRANSIT RELOCATION STUDY AND EQUITY STUDY

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND STANTEC ARCHITECTURE INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and STANTEC ARCHITECTURE INC., a North Carolina corporation registered to do business in Colorado (hereinafter referred to as "Consultant") for Consultant to render certain professional analysis, reporting, presentation, planning, design, and related services for City in connection with Project 24a-035 Update of Pueblo Transit Relocation Study and Equity Study, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall perform the professional consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services") to City's reasonable satisfaction. Such services shall include all usual and customary professional analysis, reporting, presentation, tracking, communications, outreach, promotion, planning, design, and related ancillary services incidental to the work on the Project.

B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

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

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

B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

C. Consultant 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 as timely a manner as allowed by the applicable professional standard of care 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. 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 reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $77,526.00 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 30 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, upon thirty (30) days' prior written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, reports, calculations, summaries, documents, work product and materials, and all other information as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right

to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

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

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

E. Consultant may terminate this Agreement upon thirty (30) days' notice in writing in the event City has committed material breach of this Agreement. Non-payment of payments authorized and owed under this Agreement will be considered a material breach of this Agreement.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

Upon full payment of all monies authorized and owed to Consultant under this Agreement, designs, plans, presentations, reports, technical data, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all communications, data, designs, plans, presentations, 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 and Pueblo Transit, Attn: Benjamin Valdez, 350 Alan Hamel Avenue, Pueblo, CO, 81003; or to the Consultant, Stantec Architecture Inc., Attn: Jonathan Flager, Senior Associate, RA, 410 17th Street, Suite 1400, Denver, CO, 80202. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. 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 Project 24a-035 Update of Pueblo Transit Relocation Study and Equity 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 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. The City shall provide notice to Consultant in the event the City fails to appropriate funds, and in such event Consultant's obligations under this Agreement shall immediately cease, except for completion of services paid in advance, if any.

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, if requested in writing by either City or Consultant, the parties shall attempt to resolve any disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the disputes shall be referred litigation. 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

A. Consultant understands that City may be funding the Project in whole or part with funds provided by Colorado Department of Transportation (CDOT) funds. Consultant agrees it is subject to and shall comply with all applicable provisions of said CDOT for which the contract award has been made and applicable regulations.

B. Additionally, work performed for and on behalf of Pueblo Transit must comply with Federal Transit Authority (FTA) requirements.

C. Consultant shall comply with the attached CDOT, FTA , and any/all other Federal, State, and local laws applicable to its activities.

D. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or applicable State/Federal agency 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.

E. 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 and indemnify (but not defend) 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.

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 fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 3 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Work Schedule" consisting of 1 page.

- Schedule 4 - "Federal Transit Administration (FTA) Contract Clauses for City of Pueblo" consisting of 10 pages.
- Schedule 5 - "Federal Highway Administration (FHWA) Contract Clauses for City of Pueblo" (for use with CDOT funding), consisting of 18 pages.

15. LIMITATION OF LIABILITY

A. The total amount of all claims City may have against Consultant under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or $100,000. As City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

B. Neither City nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

(Signature section on following page.)

16. SIGNATURE

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

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

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

STANTEC ARCHITECTURE INC.

By_____
Jonathan Flager, Senior Associate, RA

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

_____
Danny Nunn, Interim Finance Director

APPROVED AS TO FORM

_____
Elizabeth Sexton Drake, Assistant City Attorney

Attachments:
Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Schedule 4 – FTA Contract Requirements
Schedule 5 – FHWA/CDOT Contract Requirements
Additional Information for Agreement

Schedule 1

Scope of Service

Scope of Work from Pueblo Transit dated June 17, 2024, 2 pages
and
Excerpt from Consultant's Proposal dated August 12, 2024, pages 1 – 3

SCOPE OF WORK

Project Title:

Update of 2019 Pueblo Transit Relocation Study, Appendix F with comparable 2024 costs with Hydrogen Fuel Cell and Electric Transit buses and completing equity study of selected property and surrounding location.

Client Name:

Stantec

Current Date: June 17th, 2024

Project Overview: The current Transit facility, built in 1979, houses approximately 62,400 SF of building space, on one floor, on a fully utilized 3.3-acre site. Pueblo Transit's Facility Condition Assessment rates the overall condition of the current facility as "marginal," with some systems rated poor. The 2018 CDOT Transit Asset Management Group Plan reports the facility as 100% "not in state of good repair." These assessments demonstrate that the facility is beyond its useful life, yet Pueblo relies on it. An updated condition assessment conducted in 2021 documents continued deteriorations of the facility and its mechanical systems.

A relocation study cites two primary drivers for replacement and relocation in lieu of rehabilitation. First, Pueblo Transit has outgrown the physical size of the current. Second, the current facility, situated along Pueblo's Riverwalk with prime redevelopment opportunities, is landlocked with no opportunity for expansion. Since the relocation study was completed, a third driver has become evident: remodeling the current facility to install the infrastructure required for low- and no-emission electric bus deployment is fiscally irresponsible.

The new facility is anticipated to provide 127,330 SF of built space that is imperative to connect more people to jobs, school, health care, and loved ones, while reducing air pollution that has long overburdened this community. The future site is located northeast of downtown Pueblo, east of I-25 and approximately 1.7 miles from the downtown passenger facility. The approximately 11.6-acre site provides ample space for a modern facility with optimized adjacencies between the various functions on the site, and room for an expanding Pueblo Transit fleet. Located within an existing light industrial area, development of a new transit facility is compatible with adjacent land uses and existing traffic patterns and levels.

The cost estimate in the *Pueblo Transit Relocation Study*, Appendix F is based on 3rd quarter 2019 costs. The analysis was completed before COVID-19pandimic. No one could have expected the skyrocketing prices and delays still facing building contractors. Prices for lumber, steel, and fuel have all increased dramatically with commensurate delays in delivery times. It was also before the City and Pueblo Transit committed to transitioning to clean energy. Consequently, the Pueblo Transit Relocation Study did not include electric or hydrogen-fuel cell vehicle infrastructure, and a transition plan to still accommodate diesel powered buses until the fleet is fully transitioned.

The full force of the Mayor's office is behind expanding and relocating Pueblo Transit. But we have not been competitive in grant seeking because the cost analysis is incomplete and inaccurate. CPG funding will underwrite a new cost analysis of the proposed facility, completed by the same contractor, Stantec, that performed the 2017 study. Stantec is a top-tier global design and delivery firm, located in Denver, Colorado.

Description of Goods & Services:

- Update 2019 Transit Relocation Study Appendix F with 2024 pricing
- Include Split vehicle design for both Hydrogen Fuel Cell and Battery Electric Buses
- In corporate Equity Analysis of site to meet FTA property acquisition requirements

Deliverables:

Bi-weekly updates until project is complete

Period of Performance:

8-1-2024 – December 21, 2024

Protocol for Changes:

If the Scope of work requires change during the duration of the project the Cities Project Manager and Stantec's Project Manager will meet to discuss and come to a consensus as the project moves forward.

Payment Schedule & Terms:

Billing will be sent to Eva Cosyleon PACOG manager for the duration of the project

Reference: Update of 2019 Pueblo Transit Relocation Study with Costs, Hydrogen Fuel Cell and Electric Buses & Equity Study

Thank you for the opportunity to provide services to update Stantec's 2019 Pueblo Transit Relocation Study, Appendix F with comparable 2024 costs, consideration of Hydrogen Fuel Cell and Electric Transit buses and to complete an equity study of selected property and surrounding location. Please see below for more detailed proposal of scope and task descriptions, deliverables, timeline and fee to complete the work.

SCOPE / TASKS

Scope of Work Summary

- Kick off meeting with Pueblo Transit and Design Team
- Bi-Weekly update meetings (virtual)
- Review Space Needs Program and Master Plan
- Update Master Plan to include infrastructure to support a split-vehicle design for Hydrogen Fuel Cell and Battery Electric Buses
- Update 2019 Transit Relocation Study Appendix F with 2024 pricing
- Perform Equity Analysis of Site to meet FTA property acquisition requirements
- Final Report/Summary Narrative

Kick off & Bi-Weekly Meetings

1. Stantec will host a project kick off meeting at Pueblo Transit's facility. Stantec project manager will be in-person with other design team members being virtual.
2. Stantec will host virtual bi-weekly check-in meetings with the Pueblo Transit and design teams.
3. Deliverables: Stantec will provide meeting agendas and meeting minutes for the kick off and bi-weekly meetings. Discipline-specific questionnaiores will also be provided.

Review Space Needs Program & Master Plan

1. Stantec will review the Space Needs Program and Master Plan layout with Pueblo Transit to determine if any small-scale updates are needed. This review can be in-person (potentially at kick off meeting) or virtual as needed.
2. Hydrogen Fuel Cell & Battery Electric Bus design updates will be coordinated and included in an updated program document and Master Plan site plan. The facility-design updates will be conceptual and will be based on bus-fleet configurations that will be estimated in collaboration between Pueblo Transit and Stantec.
3. Deliverables: Updated Space Needs Program & Master Plan documents.

Hydrogen Fuel Cell Design

1. Stantec will first collaborate with the Pueblo Transit to estimate the projected sizes of the fuel cell-bus fleets that will be based at the relocated facility. The fleet-size information will then inform the infrastructure requirements for the fuel-cell fleet segments.
2. With this information, Stantec will develop concept designs for the hydrogen-fueling systems needed to support the planned zero-emissions fleets.
3. Stantec will also verify the features and capacity of the diesel bus-fueling system and coordinate with the cost estimator for that facility feature as well.
4. Finally, Stantec will use these concept designs to work with RLB as needed to develop the cost estimates for the appropriate fueling infrastructure.

Battery Electric Bus Design

1. Stantec will attend two (2) coordination meetings with Pueblo Transit, and present power distribution conceptual designs.
2. Stantec will attend monthly internal coordination meetings
3. Stantec will review updated cost estimates for electrical systems and charging infrastructure.
4. Coordinate with the Hydrogen Team for impacts to buildings and building systems.
5. Prepare engineering calculations for expected power demand. (Modeling of route and block charging needs is not included.)
6. Deliverables: Updated electrical systems narrative & Master Plan documents showing power distribution concepts.

Updated Pricing

1. Rider Levett Bucknall (RLB) will update the 2019 master plan estimate (previously prepared by RLB to be in accordance with 2024 construction pricing.
2. RLB will incorporate hydrogen fuel-cell scope into updated pricing.
3. RLB will incorporate limited changes to mater plan pricing based on electric bus design and owner updates.
4. RLB will provide one update to revised 2024 estimate pricing based on review comments from design and owner team.

Title VI & Equity Analysis

1. Stantec will provide a stand-alone Title VI equity evaluation, typically an approximately 10-page document that includes the following components: project purpose, site selection process, community outreach, benefits and burdens, cumulative impacts and conclusions. This evaluation will use US census/community survey data to compare sites at the county and block group level to provide objective site comparison, as well as more interpretive 'benefits and burdens' analysis based on best practices for community development. We will provide a draft Equity Analysis for client review, one round of revisions based on client comments, and a final Equity Analysis.
2. Although this evaluation is typically done before a final site selection is made, it is our understanding via information forwarded to us by Pueblo Transit (from their FTA regional civil rights officer) that a retroactive analysis will be acceptable. This scope includes coordination with the FTA to ensure that the analysis meets FTA's expectations. It should also be noted that public outreach was not done during the original site selection process. If the FTA indicates that outreach should be

done as part of the current proposed process, we can provide such services for the included fee. An estimate of Public Outreach scope and fee is included in this proposal.

Public Outreach

1. Plan, arrange, promote, and attend one (1) in-person public meeting
2. Provide translation into Spanish of all public engagement materials
3. Provide interpretation in Spanish at the in-person public meeting
4. Research and maintain a comprehensive list of interested and impacted stakeholders for the purposes of outreach and notification
5. Assist Stantec in drafting a digital survey to accompany the in-person public meeting content.
6. Promote the online survey
7. Summarize public input comments and feedback from both the public meeting and the online survey.
8. Coordinate with City of Pueblo communications staff to leverage existing city outreach channels and create an online presence for project information and updates.

Final Report/Summary Narrative

1. Deliverables: Stantec (design team) will provide a short final report/summary narrative that describes the updates to Stantec's 2019 Pueblo Transit Relocation Study along with documentation of the project meetings, updated Space Needs Program and Master Plan, Hydrogen Fuel Cell and Electric Transit bus design, updated project pricing and associated equity analysis.
2. Pueblo Transit to review and provide comments on final report.
3. Stantec (design team) to update final report with required edits.

Schedule 2

Fee Schedule

Excerpt from Consultant's Proposal dated August 12, 2024, page 4

Fee

Stantec is proposing a **lump sum labor fee of $76,396, an estimated expense fee of $1,130, for a total proposed fee of $77,526** to complete the scope/tasks noted above. Expenses are as incurred.

Architecture & Project Management:	$20,638
Equity Analysis:	$ 9,530
Battery Electric Design:	$12,074
Hydrogen Fuel Cell Design:	$15,644
Cost Estimating:	$ 6,300
Public Outreach:	$12,210
Labor Total:	**$76,396**
Expense Total:	**$ 1,130**
Total:	**$77,526**

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal dated August 12, 2024, pages 3-4

TIMELINE

Stantec and the design team assumes approximately **16 weeks** to coordinate complete documentation and delivery of the identified scope. Proposed timeline assumes receipt of timely decsions and information needed from Pueblo Transit. The assumed performace period will be from **August 26th, 2024 to December 16th, 2024**, not to extend beyond December 21st, 2024

- Contracting – 2 Week(s)
- Kick off Meeting – 1 Day(s)
- Space Needs Program & Master Plan Review & Update – 1 Week(s)
- Hydrogen Fuel Cell & Battery Electric Bus Design – 6 Week(s)
- Equity Analysis – 4 Week(s)
- Updated Pricing – 4 Week(s)
- Public Outreach – 6 Week(s)
- Final Deliverables – 4 Week(s)

		Aug-24					Sep-24				Oct-24				Nov-24					Dec-24			
Task	**Weeks**	1	2	3	4	5	1	2	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4
Contracting	2																						
Program & Master Plan Review	1																						
Project Kick-off	1								X														
Hydrogen Fuel Cell Design Development	6																						
EV Design Development	6																						
Title VI - Equity Analysis	4																						
Cost Estimating & Review	4																						
Public Outreach Meeting & Documentation	6															X							
Final Report & Review	4																				X		
Total Design	16					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		

Schedule 4

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES FOR CITY OF PUEBLO

1. Applicability

Applicable to all projects.

All contract clauses included in this Appendix B shall be applicable to City of Pueblo (City) bids (whether informal or formal), projects, contracts, agreements, etc. that are funded in whole or in part with FTA funds. Additionally, all Contractors for City shall include this Appendix as an attachment to all subcontracts for subcontractors and subconsultants to be hired by the Contractor for the bid, project, contract, and/or agreement.

2. Access to Records and Reports

Applicable to all projects.

a. Record Retention. The Contractor will retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other subconsultant agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

3. Civil Rights and Equal Opportunity

Applicable to all projects.

The Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract and subconsultant agreement entered into as part thereof.

a. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to

comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq*., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Employee Protections

Applicable as provided in each section.

a. **Prevailing Wage and Anti-Kickback.** For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall 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, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply

with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. 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 Contractor is 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.

b. **Contract Work Hours and Safety Standards for Awards Not Involving Construction.** For all projects, the Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq*., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering 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.

   The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

   Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

5. Energy Conservation
Applicable to all projects.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. Debarment, Suspension, Ineligibility and Voluntary Exclusion
Only applicable to contracts in excess of $25,000.

Form: Contractor shall complete Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification form attached to this Appendix.

7. No Federal Government Obligation to Third Parties
Applicable to all projects.

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express

written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. Program Fraud and False or Fraudulent Statements or Related Acts

Applicable to all projects.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

9. Recycled Products/Recovered Materials

Only if item exceeds $10,000 (or total of all purchases previous year exceed $10,000).

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

10. Safe Operation of Motor Vehicles

Applicable to all projects.

a. **Seat Belt Use.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased by the Contractor.

b. **Distracted Driving.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

11. Seismic Safety

Only applicable to contracts for the construction of new buildings or additions to existing buildings.

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

12. Sensitive Security Information

Applicable to all projects.

Each Contractor, subconsultant, and subcontractor must take make every effort to protect "sensitive security information" made available during the administration of a contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

13. Texting While Driving

Applicable to all projects.

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages Contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

14. Federal Tax Liability and Recent Felony Convictions, Transactions Prohibited.

Applicable to all projects.

The Contractor agrees that Contractor, any subconsultants, and any subcontractors:

a. Do not have 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; and

b. Has not been convicted of the felony criminal violation under any Federal law within the preceding 24 months.

15. Compliance

Applicable to all projects.

The FTA may take enforcement action if the Contractor violates an applicable federal law, regulation, or requirement, or does not follow an applicable federal guidance.

16. No Federal Government Commitment of Liability to Contractors

Applicable to all projects.

a. The Federal Government does not and shall not have any commitment or liability related to the funding agreement, to any Contractor, subconsultant, subcontractor, or to any other person or entity; and

b. Notwithstanding that the Federal Government may have concurred in or approved any solicitation or any agreement that may affect the funding agreement, the Federal Government does not and shall not have any commitment or liability to any Contractor, subconsultant, subcontractor, or other entity or person that is not a party to the funding agreement.

17. Environmental Protections

Applicable to all projects.

a. **General.** The Contractor will comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

b. **National Environmental Policy Act.** An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Contractor agrees to:

1. Comply and facilitate subcontractor compliance with federal laws, regulations, and requirements, including, but not limited to:

(i) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;
(ii) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. § 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;
(iii) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;
(iv) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and
(v) Other federal environmental protection laws, regulations, and requirements applicable

to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

2. Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:

   (i) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decisionmaking in Environmental Reviews," January 14, 2013;
   (ii) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and
   (iii) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.

c. **Environmental Justice.** The Contractor agrees to promote environmental justice by following:

1. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;

2. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and

3. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

d. **Other Environmental Federal Laws.** The Contractor agrees to comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation
and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

e. **Use of Certain Public Lands.** The Contractor agrees to comply with U.S. DOT laws, specifically 49 U.S.C.
§ 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

f. **Historic Preservation.** The Contractor agrees to:

1. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the

use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

2. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.

3. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.

4. Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.

5. Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

g. **Indian Sacred Sites.** The Contractor agrees to and will facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

18. Alcohol Misuse and Prohibited Drug Use

Applicable to all projects.

a. **Requirements.** The Contractor agrees to comply with:

1. Federal transit laws, specifically 49 U.S.C. § 5331;

2. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and

3. Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.

b. **Remedies for Non-Compliance.** The Contractor agrees that if FTA determines that the Contractor, receiving federal assistance under 49 U.S.C. chapter 53, is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Contractor from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

19. Federal Changes

Applicable to all projects.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between Pueblo Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

BIDDER'S CERTIFICATION FOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Only applicable for projects exceeding $25,000.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the US Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a. Debarred from participation in any federally assisted Award;

b. Suspended from participation in any federally assisted Award;

c. Proposed for debarment from participation in any federally assisted Award;

d. Declared ineligible to participate in any federally assisted Award;

e. Voluntarily excluded from participation in any federally assisted Award; or

f. Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Pueblo Transit. If it is later determined by the Pueblo Transit that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Pueblo Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company_____ Date_____

Authorized Signature_____

Name/Title_____

This form is to be submitted by Consultant prior to signature of agreement

References

1. U.S. Department of Transportation, Federal Transit Administration, *Best Practices Procurement & Lessons Learned Manual,* FTA Report No. 0105, October 2016, https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/procurement/8286/fta-best-practices-procurement-and-lessons-learned-manual-2016.pdf

2. U.S. Department of Transportation, Federal Transit Administration, *Third Party Contracting Guidance*, Circular 4220.1F, Rev. 4, March 18, 2013, https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf

3. U.S. Department of Transportation, Federal Transit Administration, *Master Agreement*, FTA MA(29) February 7, 2022, https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-02/FTA-Master-Agreement-v29-2022-02-07.pdf

4. U.S. Departments of Transportation and Homeland Security, Code of Federal Regulations Title 49 Transportation *Subtitle A*, Edition 10-1-09, https://www.govinfo.gov/content/pkg/CFR-2009-title49-vol1/pdf/CFR-2009-title49-vol1-part18.pdf

5. U.S. Department of Transportation, *49 CFR Part 26 Disadvantaged Business Enterprise Program*, February 8, 2022, https://www.transportation.gov/osdbu/disadvantaged-business-enterprise/49-cfr-part-26-sample-disadvantaged-business

SCHEDULE 5

FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT CLAUSES FOR CITY OF PUEBLO (NON CONSTRUCTION)

PART 1. ADDITIONAL FEDERAL REQUIREMENTS

A. Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agency and their contractors or the Local Agency).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agency and the Local Agency when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of $100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by

any person or organization involved in the administration of federally-assisted programs.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

B. Nondiscrimination. 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:

i. **Compliance with Regulations**

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. **Nondiscrimination**

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. **Information and Reports**
The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. **Sanctions for Noncompliance**
In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

C. Incorporation of Provisions. The Contractor will include the provisions of the foregoing ADDITIONAL FEDERAL REQUIREMENTS (IGA at Exhibit J) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

PART 2. OMB UNIFORM GUIDANCE FOR FEDERAL PROJECTS (IGA at Exhibit M and related OMB Guidance). 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:

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments
under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract maybe canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

   The City must report all suspected or reported violations to the Federal awarding agency.

3. **Rights to Inventions Made Under a Contract or Agreement. 3** If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended**. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). If applicable, Contractor agrees to the following:

   Clean Air Act:

   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.

   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.

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

Federal Water Pollution Control Act:

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.

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.

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

5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." 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. If applicable, Contractor shall be bound by it's Bidder's Certification for Debarment, Suspension, Ineligibility and Voluntary Exclusion throughout the period of the Contract.

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

7. **Domestic Preference for Procurement (C.F.R. § 200.322).** 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.

8. **Procurement of Recovered Material (C.F.R. § 200.323).** 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.

   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.

   The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

9. **Additional Provisions.**

Access to Records. 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.

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.

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.

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.

Changes. 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.

No Obligation by Federal Government. 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.

Fraud and False or Fraudulent or Related Acts. 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 contact.

PART 3. CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

Please refer to CDOT's Local Agency Civil Rights Guidelines for more information: https://www.codot.gov/business/civilrights/compliance/prof-services/overview

Contractor agrees to be bound by and subject to this PART III. CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS.

I. DEFINITIONS

B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.

CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters.

Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.

Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.

Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.

Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.

Contract Goal Percentage. The percentage of the Contract established by CDOT for reasonable participation by DBEs and stated in the invitation for consultant services.

Consultant. Contractor whether designated as engineer, consultant or otherwise who has entered an agreement with Local Agency pursuant to which mandatory federal and state contract provisions have become applicable including the requirements of this Part III.

Disadvantaged Business Enterprise (DBE). A Colorado certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.

Emerging Small Business (ESB). A CDOT certified Emerging Small Business firm listed on the ESB Directory at www.coloradoesb.org.

Good Faith Efforts (GFE). All necessary and reasonable steps to secure the necessary Commitments to meet the Contract Goal or other requirements of this contract, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to fulfill the contract requirement. Guidance on Good Faith Efforts to meet the Contract Goal is provided in 49 CFR Part 26, Appendix A.
Local Agency. Pueblo, a municipal corporation.

Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.

Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.

Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.

Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.

Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.

Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.

Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc.) and would not be overseen by a licensed engineer.

Work Code. A code to identify the work that a DBE is certified to perform. A work code includes a six (6) digit North American Industry Classifications System (NAICS) code plus a descriptor. Work codes are listed on a firm's profile on the Colorado UCP DBE Directory at https://coucp.dbesystem.com/. The Local Agency may include CDOT in discussions for clarification. The consultant may contact the Civil Rights and Business Resource Center to receive guidance on whether a work code covers the work to be performed.

II. NONDISCRIMINATION AND SUBCONTRACTING REQUIREMENTS

The following requirements apply to all contracts and subcontracts on FHWA federally-assisted contracts.

A. *Non-discrimination*. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

B. *Civil Rights Act of 1964 Title VI*. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.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.

C. *Consultant Assurance.* By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments
- Assessing sanctions
- Liquidated damages
- Disqualifying the consultant from future bidding as non responsible

D. *Prompt Payment.* Payments to all Subconsultants shall be made within seven (7) calendar days of receipt of payment from the Local Agency, or no later than ninety (90) calendar days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. The Local Agency will assist in enforcing the Civil Rights Requirements outlined above as well as prompt payment as outlined in 49 CFR, Part 26. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify the Subconsultant no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include failure to timely submit an invoice or to deposit payments made. The Consultant shall electronically submit prompt payment audit reports in B2GNow by the fifteenth (15th) of each month through the B2GNow software. If no payment has been made, the Consultant shall document this in the prompt payment audit reporting.

E. *Subcontract Terms.* Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

III. CONTRACT COMMITMENT

At the time of initial proposal, the Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.

A. *Affidavit of Small Business Participation*. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's *Affidavit of Small Business Participation* form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT *Affidavit of Small Business Participation* form will result in the Consultant being deemed non responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's *Affidavit of Small Business Participation* form. This form includes the commitments to meet the DBE goal.

B. *Contract Utilization Plan (UP)*. Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the *Local Agency Professional Services B2GNow Contract Information* form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.

C. *Consultant Responsibility.* The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.

D. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.

1. Good Faith Efforts mean that the Consultant:
    a. Documents it has obtained enough DBE participation to meet the Contract Goal, or
    b. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so

2. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's *Professional Services Good Faith Efforts Report* form and supporting documentation to CRBRC.

    a. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal
    b. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal

3. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:

    a. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame
    b. Reason(s) for choosing a nonDBE subconsultant over an interested DBE

c. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant
d. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame
e. Any other factors that may be pertinent to the factual circumstances

If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.

E. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.

1. The Chief Engineer or a designee will conduct administrative reconsideration.

    a. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination
    b. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration
    c. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination
    d. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity

2. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.

    a. If schedules permit, the parties may waive the two (2) business day requirement
    b. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency
    c. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond

3. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.

    a. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Contract Goal
    b. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable

IV. ELIGIBLE DBE PARTICIPATION

In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.

A. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.

B. DBE participation will be tracked through the B2GNow.

C. Only work actually performed by the DBE will count towards the Contract Goal.

1. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:

    a. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or
    b. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services

2. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.

    a. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal
    b. DBE firms may use an employee leasing company for the work

        i. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees
        ii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees

    c. Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay

3. When a DBE performs as a participant in a joint venture:

    a. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal

b. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT

C. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.

1. To perform a Commercially Useful Function:

    a. The DBE must be responsible for the execution of the work to be performed and
    b. Actually performing, managing, and supervising the work

2. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:

    a. The amount of subcontracted work
    b. Industry practices, and
    c. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors

3. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.

4. A DBE is presumed as not performing a Commercially Useful Function:

    a. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or
    b. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.
    c. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.

5. In order to finalize the Contract, the Consultant must have submitted a *Professional Services Commercially Useful Function Questionnaire* form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the *Professional Services Commercially Useful Function Questionnaire* form.

6. The Local Agency's determinations regarding Commercially Useful Function matters are not appealable.

V. UTILIZATION PLAN MODIFICATIONS

A. *Reduction, Substitution, Terminatio*n. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add

Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional *Services DBE Participation Plan Modification Request* form.

1. *Notice to Subconsultant*. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice d advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.

2. *Good Cause Requirement*. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:

    a. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
    b. Failure or refusal by the DBE to execute a written contract
    c. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
    d. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
    e. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
    f. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
    g. The DBE is not a responsible Consultant
    h. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
    i. The listed DBE is ineligible to receive credit for its participation
    j. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform
    k. The DBE ceases business operations or otherwise dissolves; and/or
    l. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant

3. *Good Faith Effort Requirement*. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

a. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.
b. An approval of the modification constitutes a modification of the Utilization Plan through CDOT. Each substitute DBE approved by the Local Agency must have documentation. Documentation similar to a Project Cost Worksheet for Subconsultants or Letter of Intent for a Supplier/Vendor that shows commitments to the firm on the contract are required. Once approved, the Local Agency will work with the CRBRC to modify the UP in B2GNow.

VI. ENFORCEMENT

It is the responsibility of the Local Agency and Consultant to ensure that Commitments are fulfilled or to request Utilization Plan modifications in a timely manner as described in Section VI. Approvals under the Contract are not an explicit or implicit approval by the Local Agency or CDOT of any Commitment Terminations, Reductions, Substitutions, or any other waiver of the Contract Civil Rights requirements.

A. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.

B. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:

1. Refuse to count any fraudulent or misrepresented DBE/ESB participation
2. Withhold progress payments to the Consultant commensurate with the violation
3. Reduce the Consultant's prequalification status
4. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or
5. Seek any other available contractual remedy

VII. CONTRACT CLOSEOUT

The Local Agency will collect a completed CDOT *Professional Services Closeout Report* form upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever comes first. This form will report the final actual DBE participation on the Contract and any amounts for which CDOT will be seeking reimbursement due to the Consultant not meeting Commitments. The Local Agency will submit the form to CDOT Civil Rights with submission of the final invoice.

Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

Project Description	Contract NTE $ DBE Contract Goal % %

SECTION 1. CONSULTANT INFORMATION

Prime Consultant		Consultant is an ESB ☐
Compliance Contact Name		Consultant is a DBE ☐
Email	Address	Phone B2GNow Vendor #

SECTION 2. DBE PARTICIPATION PLAN

Fill in All Lines:

* The consultant is committing to _____ # of DBE firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
* The consultant is committing to approximately $ of DBE particpation based on NTE $.
* The consultant is committing to approximately _____ % DBE goal based on the NTE $.

The Prime Consultant shall submit a Professional Services Commercially Useful Function Questionnaire for every DBE on this contract that provides work or provides supplies whose participation counts toward the DBE contract goal for this contract.

All DBE firms (Subconsultants, Supplier/Vendors, Prime if self performing)		Work Descriptor (i.e. survey, testing)	NEW DBE Teaming Partner?	ONLY for *Project/Program Specific* RFP/SOIs Approximate % of Participation
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	

If more DBE subs/suppliers vendors, add additional sheet

This form is to be submitted by Consultant prior to signature of agreement

Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

SECTION 3. ESB PARTICIPATION PLAN

Fill in All Lines:

* The consultant is committing to _____ # of ESB firm(s) not teamed with in the past 2 years
  (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
* The consultant is committing to approximately $ _____ of ESB particpation on this RFP/SOI.
* The consultant is committing to approximately _____ % ESB goal based on the NTE $.

All ESB firms (Subconsultants, Suppliers/Vendors, Prime if self performing) and Level		Work Areas (i.e. survey, testing)	New ESB Teaming Partner?	ONLY for *Project/Program Specific* RFP/SOIs Approximate % of Participation
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	

If more ESB subs/suppliers/vendors, add additional sheet

SECTION 4. DECLARATION OF AFFIDAVIT

By signing below the Consultant affirms the statements made in this document are true and complete:

The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.

I, _____ of _____
(Owner or Executive Officer Name AND Title) (Consultant Company Name)

_____ _____
(Tracked Signature Accepted) (Date)

Attached with proposal (RFP) and small business plan (for scoring) Jul-22

This form is to be submitted by Consultant prior to signature of agreement

Additional Information for Agreement

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan - To be submitted by Consultant prior to signature of agreement

PERA Questionnaire - To be submitted by Consultant prior to signature of agreement

Insurance Certificate(s) - To be submitted by Consultant prior to signature of agreement

SAM.GOV®

STANTEC ARCHITECTURE INC

REVIEWED
By Christina Garcia at 1:49 pm, Aug 16, 2024

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
WDHACLN33JG7	**30NH8**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Dec 18, 2024**	
Physical Address	Mailing Address	
410 17TH ST STE 1400 **Denver, Colorado 80202-4427** **United States**	**410 17TH ST STE 1400** **Denver, Colorado 80202-4427** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Colorado 01	**North Carolina / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 21, 2023	**Dec 19, 2023**	**Aug 9, 2017**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jul 29, 2017	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
L09R4	**STANTEC INC**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(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	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Foreign Owned**
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	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**30NH8**

Points of Contact

Electronic Business

Allison Gentry

3052 Beaumont Centre CIR
Lexington, Kentucky 40513
United States

Government Business

Allison Gentry

3052 Beaumont Centre CIR
Lexington, Kentucky 40513
United States

Service Classifications

NAICS Codes

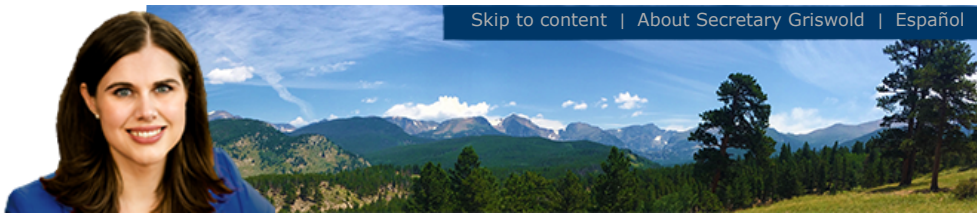
Primary	NAICS Codes	NAICS Title
Yes	**541310**	**Architectural Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**



Summary

For this Record...

Filing history and documents

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Business Home

Business Information

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FAQs, Glossary and Information

Details			
Name	STANTEC ARCHITECTURE INC.		
Status	Good Standing	**Formation date**	05/21/2008
ID number	20081278222	**Form**	Foreign Corporation
Periodic report month	May	**Jurisdiction**	North Carolina
Principal office street address	224 SOUTH MICHIGAN AVENUE, SUITE 1400, CHICAGO, IL 60604, United States		
Principal office mailing address	300-10220 103 AVENUE NW, EDMONTON, AB T5J 0K4, CA		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W Littleton Blvd, Littleton, CO 80120, US
Mailing address	1900 W Littleton Blvd, Littleton, CO 80120, US

Filing history and documents

Get a certificate of good standing

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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,

STANTEC ARCHITECTURE INC.

is an entity formed or registered under the law of North Carolina , 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 20081278222 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/08/2024 that have been posted, and by documents delivered to this office electronically through 08/13/2024 @ 09:04:02 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/13/2024 @ 09:04:02 in accordance with applicable law. This certificate is assigned Confirmation Number 16291419 .

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."

RESOLUTION NO. 14060

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO AND STANTEC ARCHITECTURE INC., FOR PUEBLO TRANSIT RELOCATION STUDY

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

SECTION 1.

Agreement for Professional Services between the City of Pueblo and Stantec Architecture Inc., a copy of which is attached hereto and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval of Ordinance No. 9350.

INTRODUCED October 9, 2018

BY: Ed Brown
MEMBER OF CITY COUNCIL

APPROVED: Christopher A. Reed
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Brenda Arrigo
ACTING CITY CLERK

City Clerk's Office Item # M-1

city of PUEBLO colorado

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 9, 2018

TO: President Christopher A. Nicoll and Members of City Council

CC: Sam Azad, City Manager

VIA: Brenda Armijo, Acting City Clerk

FROM: Pepper Whittlef, Acting Transit Director

SUBJECT: A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO AND STANTEC ARCHITECTURE INC., FOR PUEBLO TRANSIT RELOCATION STUDY

SUMMARY:

Attached is an agreement for professional services with Stantec Architecture Inc. to conduct the relocation study for Pueblo Transit's Administration and Maintenance facility.

PREVIOUS COUNCIL ACTION:

N/A

BACKGROUND:

In recent months there has been an increased desire to move Pueblo Transit's Administration and Maintenance facility out of the Riverwalk area freeing the land for future Riverwalk development. This study is the first step in relocating the facility. The study will examine ten potential sites near downtown Pueblo.

The consultant, Stantec Architecture Inc. was selected through the Request for Qualifications process and brings decades worth of design and architecture knowledge specific to transit facilities, planning and CATEX evaluations.

FINANCIAL IMPLICATIONS:

The total cost of the project is $180,949 and is estimated to be completed by April 2019. Pueblo Area Council of Governments is providing $100,000 per resolution 2018-017 and the City of Pueblo is contributing the remainder of the funds. Funds for this project will be paid out of Project TP1840 - Pueblo Transit Relocation Study.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board approves the Resolution.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Denying the Resolution will terminate the relocation study.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Agreement for Professional Services
PACOG Amendment

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford

SUBJECT: A RESOLUTION AMENDING THE PUEBLO MUNICIPAL CODE, APPENDIX A - LEGISLATIVE PROCEDURES AND RULES OF COUNCIL TO CREATE A POLICY AND PROCEDURE FOR COUNCIL MEMBERS' PROPOSED ORDINANCES

SUMMARY:

This Resolution approves an amendment to the Pueblo Municipal Code, Appendix A, creating a policy and procedure requiring a member of City Council to first present a requested ordinance at a City Council work session prior to it being placed on the Council's regular meeting agenda.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

A Member of City Council directed staff to prepare the attached Resolution to amend Appendix A to require any ordinance drafted or requested by a member of City Council to first be present the ordinance for discussion at a City Council work session prior to a public hearing and vote at a regular meeting.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City Council could not adopt this written policy and continue current procedures.

RECOMMENDATION:

Not Applicable.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION AMENDING THE PUEBLO MUNICIPAL CODE, APPENDIX A - LEGISLATIVE PROCEDURES AND RULES OF COUNCIL TO CREATE A POLICY AND PROCEDURE FOR COUNCIL MEMBERS' PROPOSED ORDINANCES

WHEREAS, City Council desires to amend the Pueblo Municipal Code, Appendix A, Legislative Procedures and Rules of Council, to create a policy and procedure requiring members of City Council to present any City Council initiated ordinance for discussion at a City Council work session prior to a public hearing and vote at a regular City Council meeting pursuant to Article 3 of the City Charter. NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Legislative Procedures and Rules of Council are amended as follows:

31. - Ordinances, Resolutions, Motions.

(a) All ordinances and resolutions shall be introduced in written or printed form; and ordinances, resolutions and motions shall conform and comply with the provisions of Article 3 of the City Charter.

(b) Ordinances drafted or requested by a member of City Council shall be presented and discussed either at a meeting of the City Council as an Executive Committee or at a City Council work session prior to being brought forward for a public hearing and vote at a regular meeting pursuant to the provisions of Article 3 of the City Charter.

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: September 9, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 TRANSFERRING $503,915.07 FROM WW9999 TO WWAN03, FOR PROJECT NO. 20-059 (WWAN03) 2021-2023 SANITARY SEWER POINT REPAIR - 250 WILLIAM WHITE BLVD PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

SUMMARY:

Attached is an Ordinance transferring $503,915.07 from WW9999 to WWAN03 for Project No. 20-059 (WWAN03) 2021-2023 Sanitary Sewer Point Repair - 250 William White Blvd Project. This project repaired the broken force main pipe segment and performed additional work required to protect public health and safety and the environment on the north and south sides of Highway 96.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On March 27, 2024, the Wastewater Department discovered a leakage in the force main near 250 William White Boulevard. After an extensive site investigation, the Wastewater Department discovered wastewater ponding in swale along the east side of the Holcim and Agra and on the north and south sides of Highway 96. In order to protect public health and safety and the environment, an emergency repair was necessary to repair the broken pipe segment, perform additional work required to mitigate wastewater ponding in swale along the east side of the Holcim and Agra and on north and south sides of Highway 96, remove and replace contaminated soil, place erosion and sediment control, remove contaminated road base and import new material and regrade swales to flow properly.

FINANCIAL IMPLICATIONS:

The funds in the amount of $503,915.07 are being transferred from Project WW9999 to WWAN03.

The cost of the sanitary sewer emergency point repair was initially estimated at $5,500.00, but due to the additional work performed, the final cost of the repair amounted to $503,915.07. Funds are available and will be paid from the Sewer User Funds which have been budgeted and appropriated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

None

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. 09-09-24 20-059 250 William White Blvd Emergency Point Repair Attachment

ORDINANCE NO.

AN ORDINANCE TRANSFERRING $503,915.07 FROM WW9999 TO WWAN03, FOR PROJECT NO. 20-059 (WWAN03) 2021-2023 SANITARY SEWER POINT REPAIR - 250 WILLIAM WHITE BLVD PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

WHEREAS, 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, but could not perform the work.

WHEREAS, Miller Pipeline, LLC (previously known as K.R. Swerdfeger Construction, Inc) of Pueblo, Colorado was the next low bidder and accepted to perform Project No. 20-059 (WWAN03) 2021-2023 Sanitary Sewer Point Repair – 250 William White Blvd; NOW, THEREFORE,

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

SECTION 1.

Funds in the amount of $503,915.07 are hereby transferred from account Project WW9999 into account Project WWAN03, 2021-2023 Sanitary Sewer Point Repair – 250 William White Blvd Project, and budgeted and appropriated for project WWAN03.

SECTION 2.

City Council authorizes Project No. 20-059 (WWAN03) 2021-2023 Sanitary Sewer Point Repair – 250 William White Blvd Project, to be performed, and the contract for said project is hereby awarded to said bidder in the amount of $503,915.07.

SECTION 3.

Funds in the amount of $503,915.07 will be paid from the Sewer User Funds for Project No. 20-059 (WWAN03).

SECTION 4.

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

SECTION 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 contract to implement the transactions described therein.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of August 21, 2024, by and between the City of Pueblo, a Municipal Corporation ("City") and Miller Pipeline, LLC, an Indiana Limited Liability Company authorized to do business in the State of Colorado ("Contractor").

WHEREAS, City and K.R. Swerdfeger Construction, LLC ("KRS"), entered into that certain construction contract dated March 27, 2024, for Bid 20-059 (WWAN03) 2021-2023 Sanitary Sewer Point Repair – 250 William White Blvd. (the "Construction Agreement"); and

WHEREAS, Contractor is the assignee of the rights and obligations of KRS under the Construction Agreement.

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

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

1. The Additional Work Order Authorization and Invoice attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement and the Request for Quotation set forth at Article 1.B of the Construction Agreement are amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Exhibit 1. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including but not limited to furnishing a payment and performance bond in the amount of $503,915.07 on or before August 21, 2024, in compliance with Section 3.124 of the Construction Agreement.

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

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

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

MILLER PIPELINE, LLC

By _____
Raymond Swerdfeger, Vice President

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By _____
Naomi Hedden, Director of Purchasing

ATTEST:

_____
Marisa Stoller, City Clerk

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

_____
Danny Nunn, Interim Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW:

_____
Robert P. Jagger, Deputy City Attorney

EXHIBIT 1

Additional Work Order Authorization and Invoice (34 Pages)

INVOICE	24090-07-01

MILLER PIPELINE | AN ARTERA COMPANY

421 E. Industrial Blvd.
Pueblo West, Colorado 81007
Phone: (719) 547-0242
Fax: (719) 547-9297

JOB NO: 24090-07

DATE: 7/29/2024

JOB NAME: 2021 and 2023 Sanitary Point Repair - 250 William White Blvd

TO: City of Pueblo

230 S. Mechanic St

Pueblo, CO 81003

PURCHASE ORDER: 20-059 (WWAN03)

WORK ORDER:

JOB LOCATION: Pueblo, CO

TERMS : Net 30 Days

QTY	DATE	DESCRIPTION	PRICE	AMOUNT
		See Attached T&M		$503,915.07
		Thank you for your business!		
		NOTE: Accounts over 30 days past due will be charged interest at the rate of 1-1/2% per month	Total Due This Invoice:	$503,915.07

MILLER PIPELINE | AN ARTERA COMPANY

Work Order Authorization

Project 250 William White Blvd Date Thru Week ending 07/21/2024
Description:

Labor:

Date	Name	Classification	Reg Hrs	Rate	Subtotal	O.T. Hrs	Rate	Subtotal	Total
	Clint Eaks	Superintendent	200	$95.39	$19,078.00	0	$128.75	$0.00	$19,078.00
	Monte Marchand	Superintendent	24	$95.39	$2,289.36	0	$128.75	$0.00	$2,289.36
	Juan Martinez	Superintendent	117	$95.39	$11,160.63	0	$128.75	$0.00	$11,160.63
	Andres Lopez	Foreman	227	$93.48	$21,219.96	100.5	$126.04	$12,667.02	$33,886.98
	Marcus Martinez	Foreman	111	$93.48	$10,376.28	6	$126.04	$756.24	$11,132.52
	GB McHenry	Foreman	0	$93.48	$0.00	4	$126.04	$504.16	$504.16
	Alton McKinney-Cruz	Foreman	0	$93.48	$0.00	17	$126.04	$2,142.68	$2,142.68
	Garrett Eaks	Operator	35	$85.89	$3,006.15	6	$115.17	$691.02	$3,697.17
	Javier Garcia	Operator	45	$85.89	$3,865.05	13.5	$115.17	$1,554.80	$5,419.85
	Wayne Hammel	Operator	10	$85.89	$858.90	4.5	$115.17	$518.27	$1,377.17
	Clifford Horn	Operator	10	$85.89	$858.90	3	$115.17	$345.51	$1,204.41
	Luis Martinez-Balderamo	Operator	227	$85.89	$19,497.03	69	$115.17	$7,946.73	$27,443.76
	Paul Martinez	Operator	227	$85.89	$19,497.03	74	$115.17	$8,522.58	$28,019.61
	Robert Neff	Operator	11	$85.89	$944.79	2	$115.17	$230.34	$1,175.13
	Raymond Rogan	Operator	0	$85.89	$0.00	8	$115.17	$921.36	$921.36
	Michael Willhoite	Operator	123	$85.89	$10,564.47	23	$115.17	$2,648.91	$13,213.38
	Collin Kita	Laborer	7	$62.12	$434.84	0	$84.12	$0.00	$434.84
	Victor Claro Mendoza	Laborer	233	$62.12	$14,473.96	47	$84.12	$3,953.64	$18,427.60
	Estevan Encina	Laborer	115	$62.12	$7,143.80	31	$84.12	$2,607.72	$9,751.52
	Ronald Gleason Johnson	Laborer	7	$62.12	$434.84	0	$84.12	$0.00	$434.84
	Daniel Flores	Laborer	53	$62.12	$3,292.36	22.5	$84.12	$1,892.70	$5,185.06
	Carl Giarratano	Laborer	25	$62.12	$1,553.00	0	$84.12	$0.00	$1,553.00
	James Griffin	Laborer	10	$62.12	$621.20	3	$84.12	$252.36	$873.56
	Hector Hurtado	Laborer	41.5	$62.12	$2,577.98	9	$84.12	$757.08	$3,335.06
	Kyle Knott	Laborer	6	$62.12	$372.72	0	$84.12	$0.00	$372.72
	Francisco Padilla	Laborer	5	$62.12	$310.60	2	$84.12	$168.24	$478.84
	Chris Clausen	Truck Driver	21	$85.89	$1,803.69	0.5	$115.17	$57.59	$1,861.28

Labor Subtotal $205,374.48

Equipment:

	Name	Hrs	Rate	Total
419	KOMATSU 300LC EXCAVATOR	160	$109.98	$17,596.80
499	CAT 330BL W/THUMB	160	$109.98	$17,596.80
644	JD 644H LOADER	160	$97.37	$15,579.20
804	CAT 140H BLADE	160	$92.86	$14,857.60
LD1	JD 644H LOADER	80	$97.37	$7,789.60
LD2	JD 744J LOADER	120	$125.19	$15,022.80
LD3	CAT 950K WHEEL LOADER	160	$97.37	$15,579.20
TN7	LM42 TRENCHER	4	$48.12	$192.48
1225	EQUIPMENT TRAILER	64	$15.58	$997.12
9064	A LOPEZ/CHEVY 3500	204.5	$20.47	$4,186.12
BH41	JD 310L BACKHOE	16	$40.92	$654.72
EX46	CAT 315FL TC EXCAVATOR	128	$81.38	$10,416.64
EX38	BOBCAT E26 EXCAVATOR	4	$41.62	$166.48
EX68	HITACHI ZX85 EXCAVATOR	40	$55.04	$2,201.60
PK56	K KNOTT/TACOMA	6	$15.25	$91.50
PK82	RON GLEASON/CHEVY 2500	33	$14.75	$486.75
PK95	GB MCHENRY/FORD F250	4	$15.25	$61.00
PKR9	CLINT EAKS	200	$14.75	$2,950.00
SS13	279D CAT SKIDSTEER	40	$36.28	$1,451.20
SS14	246D SKIDSTEER	16	$36.28	$580.48
SS26	JD 320G SKIDSTEER	4	$36.28	$145.12
SS21	236D3 SKIDSTEER	40	$36.28	$1,451.20
806	JD MOTORGRADER	4	$92.86	$371.44
TK48	KENWORTH T800B/APPO	55	$62.85	$3,456.75
TK63	CHEVY 3500	69	$20.47	$1,412.43

TR55	SIDE DUMP TRAILER	84	$37.84	$3,178.56
PK109	M MARTINEZ/CHEVY 2500	117	$14.75	$1,725.75
PK110	G EAKS/CHEVY 2500	8	$14.75	$118.00
PK111	J MARTINEZ/CHEVY 2500	121	$14.75	$1,784.75
PK113	CARL/CHEVY	25	$15.25	$381.25
PK125	J ORTIZ/CHEVY 2500H	16	$14.75	$236.00
9063	CHEVY 3500	8	$20.47	$163.76
TK220	G EAKS/FORD F350	2	$20.47	$40.94
TK100	Tractor Truck	84	$72.19	$6,063.96
TK102	Tractor Truck	4	$62.85	$251.40
TK108	A LOPEZ CREW/CHEVY	228	$20.47	$4,667.16
TK158	VAC TRUCK	8	$217.48	$1,739.84
TK171	2000 GALLON WATER TRAILER	64	$47.62	$3,047.68
TK203	Tractor Truck	23	$62.85	$1,445.55
TK210	D FLORES/CHEVY 3500	9	$20.47	$184.23
TK216	Tandem Dump	124	$38.92	$4,826.08
TK217	Tandem Dump	96	$38.92	$3,736.32
TR100	FELLING TRAILER	19	$15.58	$296.02
TR101	Lowboy Trailer	4	$37.84	$151.36
TR116	PJ CARHAULER TRAILE	12	$15.58	$186.96
TR203	Lowboy Trailer	23	$37.84	$870.32
TR224	BELSHE TRAILER	6	$12.44	$74.64
211475	JD 35G EXCAVATOR	24	$41.63	$999.12
394469	VAC TRAILER	8	$35.88	$287.04

Equipment Subtotal	$171,751.72
Labor & Equipment Subtotal	$377,126.19

Materials, Subs & Other

Date	Description	Quantity	Unit Price	Subtotal	Mark Up	Subtotal	Total
	Core & Main	1 LS	$1,189.86	$1,189.86	15.00%	$178.48	$1,368.34
	Core & Main	1 LS	$174.93	$174.93	15.00%	$26.24	$201.17
	Core & Main	1 LS	$197.41	$197.41	15.00%	$29.61	$227.02
	Core & Main	1 LS	$155.58	$155.58	15.00%	$23.34	$178.92
	Core & Main	1 LS	$3,384.39	$3,384.39	15.00%	$507.66	$3,892.05
	Colorado Backhoe Service	1 LS	$750.00	$750.00	15.00%	$112.50	$862.50
	Colorado Backhoe Service	1 LS	$79.42	$79.42	15.00%	$11.91	$91.33
	Colorado Backhoe Service	1 LS	$1,934.04	$1,934.04	15.00%	$290.11	$2,224.15
	Colorado Backhoe Service	1 LS	$28,013.12	$28,013.12	15.00%	$4,201.97	$32,215.09
	Colorado Backhoe Service	1 LS	$277.54	$277.54	15.00%	$41.63	$319.17
	Colo Springs Winwater	1 LS	$2,382.08	$2,382.08	15.00%	$357.31	$2,739.39
	ERA	1 LS	$11,972.50	$11,972.50	15.00%	$1,795.88	$13,768.38
	Hanson	1 LS	$4,197.50	$4,197.50	15.00%	$629.63	$4,827.13
	Hanson	1 LS	$16,657.50	$16,657.50	15.00%	$2,498.63	$19,156.13
	KBJ	1 LS	$9,110.00	$9,110.00	15.00%	$1,366.50	$10,476.50
	Paragon	1 LS	$3,622.50	$3,622.50	15.00%	$543.38	$4,165.88
	R&M	1 LS	$10,948.75	$10,948.75	15.00%	$1,642.31	$12,591.06
	Road Side	1 LS	$796.91	$796.91	15.00%	$119.54	$916.45
	Road Side	1 LS	$219.51	$219.51	15.00%	$32.93	$252.44
	Road Side	1 LS	$2,711.48	$2,711.48	15.00%	$406.72	$3,118.20
	Susie Eaks	1 LS	$2,400.00	$2,400.00	15.00%	$360.00	$2,760.00
	United Site Services	1 LS	$171.75	$171.75	15.00%	$25.76	$197.51
	United Site Services	1 LS	$312.53	$312.53	15.00%	$46.88	$359.41
	United Site Services	1 LS	$12.15	$12.15	15.00%	$1.82	$13.97
	United Site Services	1 LS	$319.51	$319.51	15.00%	$47.93	$367.44
	Wagner Rents	1 LS	$1,883.98	$1,883.98	15.00%	$282.60	$2,166.58
	Work Zone	1 LS	$625.00	$625.00	15.00%	$93.75	$718.75
	P&P Bonds	1 LS	$6,299.00	$6,299.00	5.00%	$314.95	$6,613.95

Material Subtotal	$126,788.88
Grand Total	**$503,915.07**
Grand Total	**$503,915.07**

DUPLICATE

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	U635589
Invoice Date	4/26/24
Account #	102504
Sales Rep	STEVE LEMKE
Phone #	719-566-0802
Branch #220	Pueblo, CO
Total Amount Due	$3,384.39

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MILLER PIPELINE, LLC
421 E INDUSTRIAL BLVD
PUEBLO CO 81007-1415

Shipped To:
CUSTOMER PICK-UP

CUSTOMER JOB- 21069 STS PT REPAIRS FORCE MAIN SEWE

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/29/24	4/25/24	24090-EX07	STS PT REPAIRS	21069		WILL CALL	U635589

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
021418W	14 PVC C900 DR18 PIPE (G) 20' PC235	20	20		54.00000	FT	1,080.00
21I14S115T	14 MJ L/P SLV C153 IMP	2	2		550.00000	EA	1,100.00
21AMF714MLA	14 MEGALUG ACC KIT L/GLAND	4	4		50.00000	EA	200.00
21AMF8144014	14 STARGRIP PVC 4014 REST IMP L/ACC PVC4014GN	4	4		219.34000	EA	877.36

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30
Ordered By: JUAN

Subtotal:	3,257.36
Other:	.00
Tax:	127.03
Invoice Total:	$3,384.39

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://tandc.coreandmain.com/

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DUPLICATE

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	U632576
Invoice Date	4/02/24
Account #	102504
Sales Rep	STEVE LEMKE
Phone #	719-566-0802
Branch #220	Pueblo, CO
Total Amount Due	$1,189.86

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MILLER PIPELINE, LLC
421 E INDUSTRIAL BLVD
PUEBLO CO 81007-1415

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/29/24	4/01/24	24090/07				WILL CALL	U632576

Product Code	Description	Quantity Ordered	Shipped	B/O	Price	UM	Extended Price
1318ADWHPW2G20	18 HP DW STORM WTIB SLD 20' 2G 2-GSKT LONG BELL 18650020IBPL2	40	40		28.63000	FT	1,145.20

Freight	
Delivery	
Handling	
Restock	
Misc	

Terms: NET 30
Ordered By: JUAN

Subtotal:	1,145.20
Other:	.00
Tax:	44.66
Invoice Total:	$1,189.86

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://tandc.coreandmain.com/

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DUPLICATE

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	U626113
Invoice Date	3/29/24
Account #	102504
Sales Rep	STEVE LEMKE
Phone #	719-566-0802
Branch #220	Pueblo, CO
Total Amount Due	$197.41

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MILLER PIPELINE, LLC
421 E INDUSTRIAL BLVD
PUEBLO CO 81007-1415

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/28/24	3/28/24	24090-EX07				WILL CALL	U626113

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
96MA17	17 LB MAGNESIUM ANODE BAG W/ LEAD WIRE	1	1		190.00000	EA	190.00

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30
Ordered By: ANDRES

Subtotal:	190.00
Other:	.00
Tax:	7.41
Invoice Total:	$197.41

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://tandc.coreandmain.com/

DUPLICATE

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	U794547
Invoice Date	4/30/24
Account #	102504
Sales Rep	STEVE LEMKE
Phone #	719-566-0802
Branch #220	Pueblo, CO
Total Amount Due	$155.58

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MILLER PIPELINE, LLC
421 E INDUSTRIAL BLVD
PUEBLO CO 81007-1415

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/26/24	4/29/24	24090 EX 07				WILL CALL	U794547

Product Code	Description	Quantity Ordered	Shipped	B/O	Price	UM	Extended Price
2708SGR	8 SDR35 SWR REPAIR CPLG GXG	2	2		74.87000	EA	149.74

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30
Ordered By: ANDRES

Subtotal:	149.74
Other:	.00
Tax:	5.84
Invoice Total:	$155.58

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://tandc.coreandmain.com/

DUPLICATE

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	U625452
Invoice Date	3/29/24
Account #	102504
Sales Rep	STEVE LEMKE
Phone #	303-394-0004
Branch #518	Henderson, CO
Total Amount Due	$174.93

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

MILLER PIPELINE, LLC
421 E INDUSTRIAL BLVD
PUEBLO CO 81007-1415

Shipped To:
CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/28/24	3/28/24	SEE BELOW				WILL CALL	U625452

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
	CUSTOMER PO#- 24090 FORCE MAIN						
21AMF714MLA	14 MEGALUG ACC KIT L/GLAND	4	4		40.03000	EA	160.12

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30
Ordered By: JUAN

Subtotal:	160.12
Other:	.00
Tax:	14.81
Invoice Total:	$174.93

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://tandc.coreandmain.com/

COLORADO BACKHOE SERVICE, LLC

25193 South Rd
Pueblo, CO 81006-9755
719-924-0288

Invoice

Date	Invoice #
4/2/2024	24-577

Bill To	Work Performed At
Miller Pipeline, LLC-Mountain Range 421 E. Industrial Blvd. Pueblo West, CO 81007	Job# 24090-07

Terms	Permit No.
Net 30	

Description	Quantity	U/M	Rate	Amount
Recycled 1.5	66.67		12.00	800.04T
Class 6	88.45		12.00	1,061.40T
State and County Sales Tax			3.90%	72.60

Thank you for your business.

Total $1,934.04

E-mail	Web Site
coloradobackhoe@msn.com	orrpit.com

COLORADO BACKHOE SERVICE, LLC
25193 South Rd
Pueblo, CO 81006-9755
719-924-0288

Invoice

Date	Invoice #
4/2/2024	24-576

Bill To	Work Performed At
Miller Pipeline, LLC-Mountain Range 421 E. Industrial Blvd. Pueblo West, CO 81007	Wildhorse Job# 23003

Terms	Permit No.
Net 30	

Description	Quantity	U/M	Rate	Amount
Class 6	6.37		12.00	76.44T
State and County Sales Tax			3.90%	2.98

Thank you for your business.

Total $79.42

E-mail	Web Site
coloradobackhoe@msn.com	orrpit.com

COLORADO BACKHOE SERVICE, LLC
25193 South Rd
Pueblo, CO 81006-9755
719-924-0288

Invoice

Date	Invoice #
4/15/2024	24-662

Bill To	Work Performed At
Miller Pipeline, LLC-Mountain Range 421 E. Industrial Blvd. Pueblo West, CO 81007	Job# 24090-07

Terms	Permit No.
Net 30	

Description	Quantity	U/M	Rate	Amount
Hauling per Hour Tandem Truck	7.5		100.00	750.00
State and County Sales Tax			3.90%	0.00

Thank you for your business.

Total $750.00

E-mail	Web Site
coloradobackhoe@msn.com	orrpit.com

COLORADO BACKHOE SERVICE, LLC

25193 South Rd
Pueblo, CO 81006-9755
719-924-0288

Invoice

Date	Invoice #
5/8/2024	24-892

Bill To	Work Performed At
Miller Pipeline, LLC-Mountain Range 421 E. Industrial Blvd. Pueblo West, CO 81007 RECEIVED MAY 2 1 2024	Job# 24090 EX07

Terms	Permit No.
Net 30	

Description	Quantity	U/M	Rate	Amount
Class 6	269.74		12.00	3,236.88T
Hauling per Hour Tandem Truck	246.5		100.00	24,650.00
State and County Sales Tax			3.90%	126.24

Thank you for your business.

Total $28,013.12

E-mail	Web Site
coloradobackhoe@msn.com	orrpit.com

COLORADO BACKHOE SERVICE, LLC

25193 South Rd
Pueblo, CO 81006-9755
719-924-0288

Invoice

Date	Invoice #
6/6/2024	24-1137

Bill To	Work Performed At
Miller Pipeline, LLC-Mountain Range 421 E. Industrial Blvd. Pueblo West, CO 81007	Job# 24080 ex07

Terms	Permit No.
Net 30	

Description	Quantity	U/M	Rate	Amount
Class 6	22.26		12.00	267.12T
State and County Sales Tax			3.90%	10.42

Thank you for your business.

Total $277.54

E-mail	Web Site
coloradobackhoe@msn.com	orrpit.com

INVOICE

COLORADO SPRINGS WINWATER WORK
7821 RED GRANITE LOOP
COLO SPGS CO 80939-9700

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00354-010457	266222 01
DB	INVOICE DATE	INVOICE TOTAL
2	04/02/2024	$2,382.08

RECEIVED APR 09 2024

BILL TO :

1505 MILLER PIPELINE
421 E INDUSTRIAL BLVD
PUEBLO, CO 81007-1415

To Reorder Contact Us At
Phone No: (719) 572-0800
Fax No: (719) 572-1827

SHIP TO:

MILLER PIPELINE
7821 Red Granite Loop
Colorado Springs CO 809399700

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
24090/07	043-ZACHARY BROWN	STOCK	WILL CALL	NET 30 DAYS	04/02/2024

PLACED BY	JOB NAME
JUAN	14" FORCE MAIN REPAIR

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
2	EA	14 EPOXY MJ LONG SLD SLEEVE	2		$625.0000		$1,250.00	Y
1	EA	14 EPOXY MJ LONG SLD SLEEVE	1		$625.0000		$625.00	Y
		****** BEGIN COMPONENTS *****						
		******* END COMPONENTS ******						
2	EA	2014PV 14 PVC MEGALUG	2		$152.0000		$304.00	Y
2	EA	14 MJ GSKT&BOLT PACK	2		$43.4200		$86.84	Y

TAX AREA ID: 060410000
FEDERAL TAX ID NUMBER: 841306163
TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 05/02/2024

	Net Sales	$2,265.84
	Freight	$0.00
State Tax %2.90	State Tax	$65.71
Local Tax %2.23	Local Tax	$50.53
	Invoice Total	$2,382.08

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (719) 572-0800.

INVOICE

Era Environmental, Inc
PO Box 8492
Pueblo, CO 81008

era@eraenvironmental.com
+1 (719) 924-0519
www.eraenvironmental.com

Era Environmental

Miller Pipeline, LLC

Bill to
Miller Pipeline, LLC
421 E. Industrial Blvd.
Pueblo West, CO 81007

Ship to
Miller Pipeline, LLC
421 E. Industrial Blvd.
Pueblo West, CO 81007

Invoice details
Invoice no.: 2885
Terms: Net 30
Invoice date: 05/02/2024
Due date: 06/01/2024

Project:: City of Pueblo restoration

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Soil Conditioning**	Soil conditioning without amendments, per acre	4.5	$235.00	$1,057.50
2.		**Drill Seeding and Straw Mulching**	drill seed and crimped straw mulch applied, per acre	4.5	$2,100.00	$9,450.00
3.		**Seed**	Seed mix for site use, per acre	1	$265.00	$265.00
4.		**Seeding/Restoration**	Mobilization for seeding/restoration	1	$1,200.00	$1,200.00

Total **$11,972.50**

Note to customer

Please make all checks payable to:
Era Environmental

Hanson Construction And Excavation, LLC
6101 Muddy Creek Rd
Pueblo, CO 81004 US
719-553-7114
Stargazerconstruction@outlook.com

INVOICE

INVOICE # 1565
DATE 04/22/2024
DUE DATE 05/22/2024
TERMS Net 30

BILL TO
Miller Pipeline

SHIP TO
Miller Pipeline

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

PO
24090

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/15/2024	**Star Gazer - Truck 57**	Haul clean fill dirt from stock pile to job site	8.50	115.00	977.50
04/15/2024	**Truck 37**	Haul clean fill dirt from stock pile to job site	9.25	115.00	1,063.75
04/16/2024	**Truck 13**	Haul clean fill dirt from stock pile to job site	10	115.00	1,150.00
04/16/2024	**Truck 37**	Haul clean fill dirt from stock pile to job site	8.75	115.00	1,006.25

SUBTOTAL	4,197.50
TAX	0.00
TOTAL	4,197.50
BALANCE DUE	**$4,197.50**

TERMS: Payment due upon receipt. A late charge of 1 1/2% per month will be applied to the delinquent account unpaid balance beginning 30 days from the statement date.

Hanson Construction & Excavation
6101 Muddy Creek Road
Pueblo, Co 81004

Invoice

1553

Bill To
Miller Pipeline

Date	Due Date
4/23/2024	5/3/2024

Terms	Net 10

Project	CS WIND

Item	Description	Quantity	Rate	Amount
	04/02/2024 - FORCE MAIN REPAIR - #24090 EX07			
Hourly Dump Truc...	TRUCK# 57 - 8 LOADS	8	115.00	920.00
	04/03/2024 - FORCE MAIN REPAIR - #24090 EX07			
Hourly Belly Dump...	TRUCK# 37 - 18 LOADS	12	115.00	1,380.00
Hourly Belly Dump...	TRUCK#21 - 18 LOADS	12.5	95.00	1,187.50
	04/04/2024 - FORCE MAIN REPAIR - #24090 EX07			
Hourly Belly Dump...	TRUCK# 21 - 15 LOADS	10.5	95.00	997.50
Hourly Belly Dump...	TRUCK# 13 - 9 LOADS	10	115.00	1,150.00
	04/05/2024 - FORCE MAIN REPAIR - #24090 EX07			
Hourly Belly Dump...	TRUCK# 21 - 12 LOADS	9.5	95.00	902.50
	04/09/2024 - FORCE MAIN REPAIR - #24090 EX07			
Hourly Belly Dump...	TRUCK# 3 - 14 LOADS	10	115.00	1,150.00
Hourly Belly Dump...	TRUCK# 7 - 14 LOADS9	9	115.00	1,035.00
	04/10/2024 - FORCE MAIN REPAIR - #24090 EX07			
Hourly Belly Dump...	TRUCK# 13 - 4 LOADS	4	115.00	460.00
Hourly Belly Dump...	TRUCK# 37 - 14 LOADS	10	115.00	1,150.00
	04/11/2024 - FORCE MAIN REPAIR - #24090 EX07			
Hourly Belly Dump...	TRUCK# 37 - 15 LOADS	10	115.00	1,150.00
Hourly Belly Dump...	TRUCK# 57 - 13 LOADS	10.5	115.00	1,207.50
	04/12/2024 - FORCE MAIN REPAIR - #24090 EX07			
Hourly Belly Dump...	TRUCK# 37 - 13 LOADS	9	115.00	1,035.00
Hourly Belly Dump...	TRUCK# 13 - 14 LOADS	10	115.00	1,150.00
Hourly Belly Dump...	TRUCK# 57 - 7 LOADS	5.5	115.00	632.50
	04/15/2024 - FORCE MAIN REPAIR - #24090 EX07			
Hourly Belly Dump...	TRUCK#1 - 12 LOADS	10	115.00	1,150.00

PLEASE REMIT PAYMENT TO:
HANSON CONSTRUCTION & EXCAVATION

For questions or concerns about your invoice, please contact
Tyler Hanson @ 719-553-7114 or stargazerconstruction@outlook.com

We appreciate your business!

Total	$16,657.50
Payments/Credits	$0.00
Balance Due	$16,657.50

KBJ Investments, LLC
1700 Fortino Blvd.
Pueblo, CO 81008

RECEIVED MAY 28 2024

Invoice

Customer No.: MILLER PIPE
Invoice No.: 3488

Bill To: **Miller Pipeline**
Attn: Clint Eaks
421 E. Industrial Blvd
Pueblo, CO 81007

Ship To:

Date	Ship Via	F.O.B.	Terms
05/23/2024		Origin	

Purchase Order Number	Order Date	Sales Person	Our Order Number
24090/07		Keith Swerdfeger	2405

Quantity Required	Quantity Shipped	Quantity B.O.	Item Number	Description	Unit Price	Amount
1				Remove 9,110 tons of dirt @ $1.00 per ton Lot 1, Block 5, Eagleridge Estates	9110.00	9110.00

Invoice subtotal	9110.00
Invoice total	9110.00

Thank You

INVOICE

Paragon Trucking LLC
1272 Oro Grande Dr
Pueblo, CO 81007

paragontruckingco@gmail.com
+1 (719) 252-5311

Miller Pipeline

Bill to
Justin Bell
Miller Pipeline
421 E Industrial Blvd
Pueblo West, CO 81007

Ship to
Justin Bell
Miller Pipeline
421 E Industrial Blvd
Pueblo West, CO 81007

Invoice details
Invoice no.: 1056
Terms: Net 30
Invoice date: 04/08/2024
Due date: 05/08/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Hourly Trucking**	End or Belly Dump	31.5	$115.00	$3,622.50

Total **$3,622.50**

Ways to pay

Note to customer

Please see the attached daily ticket breakdown for project 24090-07 (W/E 4-6-24). Thank you for your business.

Pay invoice

INVOICE

R&M Transport LLC
1449 Bowser Dr
Colorado Springs, CO 80909

r_mtransport@outlook.com
(719) 352-8489

Miller Pipeline, LLC

Bill to
Jill M
Miller Pipeline, LLC
421 Industrial Blvd.
Pueblo West, CO 81007

Ship to
Jill M
Miller Pipeline, LLC
421 Industrial Blvd.
Pueblo West, CO 81007

Invoice details
Invoice no.: 11960
Terms: Net 30
Invoice date: 04/08/2024
Due date: 05/08/2024

Project Number: Pueblo Sanitation

#	Date	Product or service	Description	Qty	Rate	Amount
1.	03/30/2024	**End Dump**	Export 11 Loads Ticket #7098	9.5	$120.00	$1,140.00
2.	04/01/2024	**Tandem Trucking**	Export 14 Loads Ticket #6574	11	$95.00	$1,045.00
3.	04/01/2024	**Tandem Trucking**	Export 13 Loads Ticket #6573	11	$95.00	$1,045.00
4.	04/01/2024	**Tandem Trucking**	Export 8 Loads Ticket #7259	6.5	$95.00	$617.50
5.	04/02/2024	**Tandem Trucking**	Export 4 Loads Ticket #6577	5	$95.00	$475.00
6.	04/02/2024	**Tandem Trucking**	Import 10 Loads Ticket #6578	6.75	$95.00	$641.25
7.	04/02/2024	**Tandem Trucking**	Import 5 Loads Ticket #6588	4	$95.00	$380.00
8.	04/02/2024	**Tandem Trucking**	Export 6 Loads Ticket #6587	5	$95.00	$475.00
9.	04/02/2024	**Tandem Trucking**	Export 12 Loads Ticket #7260	12	$95.00	$1,140.00
10.	04/03/2024	**Tandem Trucking**	Export 9 Loads Ticket #6579	8	$95.00	$760.00
11.	04/03/2024	**Tandem Trucking**	Import 7 Loads Ticket #6585	5	$95.00	$475.00
12.	04/03/2024	**Tandem Trucking**	Export 9 Loads Ticket #6590	7	$95.00	$665.00
13.	04/03/2024	**Tandem Trucking**	Import 7 Loads Ticket #6589	6	$95.00	$570.00

14.	04/03/2024	**Tandem Trucking**	Import 17 Loads Ticket #7080		12.5	$95.00	$1,187.50
15.	04/04/2024	**Tandem Trucking**	Import 3 Loads Ticket #6597		3.5	$95.00	$332.50
				Total			**$10,948.75**

Invoice

1115 Fir Street
Pueblo, CO 81001

www.roadsidesupplies.com

Due Date	Date	Invoice #
6/5/2024	5/6/2024	10341

Bill To

Miller Pipeline
421 E. Industrial Blvd.
Pueblo West, CO 81007

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: _____

Balance Due	$796.91

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

Road Side Supplies, LLC
1115 Fir Street
Pueblo, CO 81001

P.O. No.	Terms
24090/07	Net 30

Item	Description	Qty	U/M	Rate	Amount
30 - Sale Items	16' Straw Coconut Blanket	4		170.25	681.00T
30 - Sale Items	Staples	1		59.62	59.62T
	Pueblo combined city/county/State				56.29

Total	$796.91
Payments/Credits	$0.00
Balance Due	$796.91

There will be a $30 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 90 days. For billing inquiries:Toni Jo Rogge (719) 696-5112 tonijo@roadsidesupplies.com

Invoice

1115 Fir Street
Pueblo, CO 81001

www.roadsidesupplies.com

Due Date	Date	Invoice #
4/28/2024	3/29/2024	10228

Bill To

Miller Pipeline
421 E. Industrial Blvd.
Pueblo West, CO 81007

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: _____

Balance Due	$219.51

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

Road Side Supplies, LLC
1115 Fir Street
Pueblo, CO 81001

P.O. No.	Terms
24090-07	Net 30

Item	Description	Qty	U/M	Rate	Amount
30 - Sale Items	9x25' Straw Wattle	4		29.50	118.00T
30 - Sale Items	2x24" Wooden Stakes	50		1.72	86.00T
	Pueblo combined city/county/State				15.51

Total	$219.51
Payments/Credits	$0.00
Balance Due	$219.51

There will be a $30 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 90 days. For billing inquiries:Toni Jo Rogge (719) 696-5112 tonijo@roadsidesupplies.com

Invoice

1115 Fir Street
Pueblo, CO 81001

www.roadsidesupplies.com

Due Date	Date	Invoice #
5/29/2024	4/29/2024	10316

Bill To

Miller Pipeline
421 E. Industrial Blvd.
Pueblo West, CO 81007

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: _____

Balance Due	$2,711.48

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

Road Side Supplies, LLC
1115 Fir Street
Pueblo, CO 81001

P.O. No.	Terms
24090/07	Net 30

Item	Description	Qty	U/M	Rate	Amount
30 - Sale Items	16' Straw Coconut Blanket	12		170.25	2,043.00T
30 - Sale Items	8x1x8 8 GA Staples 500/box	8		59.62	476.96T
	Pueblo combined city/county/State				191.52

Total	$2,711.48
Payments/Credits	$0.00
Balance Due	$2,711.48

There will be a $30 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 90 days. For billing inquiries:Toni Jo Rogge (719) 696-5112 tonijo@roadsidesupplies.com

WeedMowing
Rock Socks
Erosion Material

Date: 5/3/24
Invoice # 01

COMMENTS: THANK YOU FOR YOUR BUSINESS!!

BILL TO Miller Pipeline

Customer ID: N/A

Service Date	Description	Balance	Amount
	Production and delivery of Rock Socks for:		
5/3/24	• Job# 24090 -07 100- 4' @$20 400' delivered @$1 per foot		$2,000.00 $ 400.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
					$2,400.00

Remittance	
Statement #	01
Amount Due	$2,400.00
Amount Enclosed	

Mail Payment to:

Susan Eaks
1044 W Wild Wind Place
Pueblo West, Co 81007

United Site Services of Colorado, Inc.
A subsidiary of United Site Services

INVOICE

Customer Number:	ACT-00013067
Customer Name:	KR SWERDFEGER CONSTRUCTION INC
PO Number:	PO-24090EX07
Order No:	O-969736

Invoice No:	INV-4454968
Invoice Date:	4/29/2024
Current Billing Period:	4/29/2024 - 5/26/2024
Terms:	Net 10
Due Date:	5/9/2024

Bill To
JILL MONTER
KR SWERDFEGER CONSTRUCTION INC
421 E INDUSTRIAL BLVD
PUEBLO Colorado 81007
United States

Ship To
Andreas Lopez
Iowa Avenue & Wyoming Avenue
Pueblo CO 81004
United States

Subtotal:	$170.05
Tax:	$1.70
Total:	$171.75
Amount Paid:	$0.00
Remaining Balance Due:	**$171.75**

Ship To: Iowa Avenue & Wyoming Avenue Pueblo CO 81004 United States
Site Name: Iowa Ave & Wyoming Ave, Pueblo, CO 81004

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Standard Restroom (Std Rest)						
Rental Charge	1	$40.00	4/29/2024 - 5/26/2024	Recurring	$40.00	Y
1 Service 1 Day per Week	1	$108.00	4/29/2024 - 5/26/2024	Recurring	$108.00	N
Energy and Compliance Fee			4/29/2024	Fee	$5.96	Y
Energy and Compliance Fee			4/29/2024	Fee	$16.09	N
			Standard Restroom Subtotal		**$170.05**	
			Site Subtotal Excluding Tax		**$170.05**	
			Site Tax		**$1.70**	
			Site Subtotal		**$171.75**	

Invoice Total	**$171.75**

No Proration for Early Pickup

Paying your invoices at USS is now easier than ever with our new user-friendly payment portal. Learn more about our new payment portal, as well as how to read your invoice and where to go with questions, by visiting us at Doing Business with USS. Keep an eye out for an email from noreply@sidetrade.io near your billing date to create and activate your account. For any questions, email ARS@unitedsiteservices.com or call 1.800.TOILETS (select 3 for billing and payment).

United Site Services of Colorado, Inc.
A subsidiary of United Site Services

INVOICE

Customer Number:	ACT-00013067
Customer Name:	KR SWERDFEGER CONSTRUCTION INC
PO Number:	PO-24090EX07
Order No:	O-969736

Invoice No:	INV-4390391
Invoice Date:	4/1/2024
Current Billing Period:	4/1/2024 - 4/28/2024
Terms:	Net 10
Due Date:	4/11/2024

Bill To
JILL MONTER
KR SWERDFEGER CONSTRUCTION INC
421 E INDUSTRIAL BLVD
PUEBLO Colorado 81007
United States

Ship To
Andreas Lopez Lopez
2596 East State Highway 96
Pueblo CO 81001
United States

Subtotal:	$312.53
Tax:	$6.98
Total:	$319.51
Amount Paid:	$0.00
Remaining Balance Due:	**$319.51**

Ship To: 2596 East State Highway 96 Pueblo CO 81001 United States
Site Name: 2596 E State Hwy 96

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Standard Restroom (Std Rest)						
Rental Charge	1	$40.00	4/1/2024 - 4/28/2024	Recurring	$40.00	Y
1 Service 1 Day per Week	1	$108.00	4/1/2024 - 4/28/2024	Recurring	$108.00	N
Energy and Compliance Fee			4/1/2024	Fee	$5.96	Y
Energy and Compliance Fee			4/1/2024	Fee	$16.09	N
			Standard Restroom Subtotal		**$170.05**	
Pickup and Delivery – Bundle level			4/1/2024	One-Time	$34.00	Y
Energy and Compliance Fee			4/1/2024	Fee	$5.06	Y
			Additional One Time Services Subtotal		**$39.06**	
			Site Subtotal Excluding Tax		**$209.11**	
				Site Tax	**$3.14**	
				Site Subtotal	**$212.25**	

Ship To: 2596 East State Highway 96 Pueblo CO 81001 United States
Order Level Charges

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Pickup and Delivery – Order level			4/1/2024	One-Time	$90.00	Y
Energy and Compliance Fee			4/1/2024	Fee	$13.42	Y

United Site Services of Colorado, Inc.
A subsidiary of United Site Services

INVOICE

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
			Additional One Time Services Subtotal		**$103.42**	
			Subtotal Excluding Tax		**$103.42**	
			Tax		**$3.84**	
			Subtotal		**$107.26**	

Invoice Total	**$319.51**

No Proration for Early Pickup

Paying your invoices at USS is now easier than ever with our new user-friendly payment portal. Learn more about our new payment portal, as well as how to read your invoice and where to go with questions, by visiting us at Doing Business with USS. Keep an eye out for an email from noreply@sidetrade.io near your billing date to create and activate your account. For any questions, email ARS@unitedsiteservices.com or call 1.800.TOILETS (select 3 for billing and payment).

United Site Services of Colorado, Inc.
A subsidiary of United Site Services

INVOICE

Customer Number:	ACT-00013067
Customer Name:	KR SWERDFEGER CONSTRUCTION INC
PO Number:	24090EX07
Order No:	O-969726

Invoice No:	INV-4454491
Invoice Date:	4/29/2024
Current Billing Period:	4/29/2024 - 4/30/2024
Terms:	Net 10
Due Date:	5/9/2024

Bill To
JILL MONTER
KR SWERDFEGER
CONSTRUCTION INC
421 E INDUSTRIAL BLVD
PUEBLO Colorado 81007
United States

Ship To
Andreas Lopez Lopez
250 William White Boulevard
Pueblo CO 81001
United States

Subtotal:	$12.15
Tax:	$0.00
Total:	$12.15
Amount Paid:	$0.00
Remaining Balance Due:	**$12.15**

Ship To: 250 William White Boulevard Pueblo CO 81001 United States
Site Name: 250 William White Blvd

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Standard Restroom (Std Rest)						
Rental Charge	1	$40.00	4/29/2024 - 4/30/2024	Recurring	$2.86	N
1 Service 1 Day per Week	1	$108.00	4/29/2024 - 4/30/2024	Recurring	$7.71	N
Energy and Compliance Fee			4/29/2024	Fee	$1.58	N
			Standard Restroom Subtotal		**$12.15**	
			Site Subtotal Excluding Tax		**$12.15**	
			Site Tax		**$0.00**	
			Site Subtotal		**$12.15**	

Invoice Total	**$12.15**

No Proration for Early Pickup

Paying your invoices at USS is now easier than ever with our new user-friendly payment portal. Learn more about our new payment portal, as well as how to read your invoice and where to go with questions, by visiting us at Doing Business with USS. Keep an eye out for an email from noreply@sidetrade.io near your billing date to create and activate your account. For any questions, email ARS@unitedsiteservices.com or call 1.800.TOILETS (select 3 for billing and payment).

United Site Services of Colorado, Inc.
A subsidiary of United Site Services

INVOICE

Customer Number:	ACT-00013067
Customer Name:	KR SWERDFEGER CONSTRUCTION INC
PO Number:	24090EX07
Order No:	O-969726

Invoice No:	INV-4392947
Invoice Date:	04/01/2024
Current Billing Period:	4/1/2024 - 4/28/2024
Terms:	Net 10
Due Date:	04/11/2024

Bill To
JILL MONTER
KR SWERDFEGER
CONSTRUCTION INC
421 E INDUSTRIAL BLVD
PUEBLO Colorado 81007
United States

Ship To
Andreas Lopez Lopez
250 William White Boulevard
Pueblo CO 81001
United States

Subtotal:	$312.53
Tax:	$0.00
Total:	$312.53
Amount Paid:	$0.00
Remaining Balance Due:	**$312.53**

Ship To: 250 William White Boulevard Pueblo CO 81001 United States
Site Name: 250 William White Blvd

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Standard Restroom (Std Rest)						
Rental Charge	1	$40.00	4/1/2024 - 4/28/2024	Recurring	$40.00	N
1 Service 1 Day per Week	1	$108.00	4/1/2024 - 4/28/2024	Recurring	$108.00	N
Energy and Compliance Fee			4/1/2024	Fee	$22.05	N
			Standard Restroom Subtotal		**$170.05**	
Pickup and Delivery – Bundle level			4/1/2024	One-Time	$34.00	N
Energy and Compliance Fee			4/1/2024	Fee	$5.06	N
			Additional One Time Services Subtotal		**$39.06**	
			Site Subtotal Excluding Tax		**$209.11**	
			Site Tax		**$0.00**	
			Site Subtotal		**$209.11**	

Ship To: 250 William White Boulevard Pueblo CO 81001 United States
Order Level Charges

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Pickup and Delivery – Order level			4/1/2024	One-Time	$90.00	N
Energy and Compliance Fee			4/1/2024	Fee	$13.42	N
			Additional One Time Services Subtotal		**$103.42**	

United Site Services of Colorado, Inc.
A subsidiary of United Site Services

INVOICE

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
			Subtotal Excluding Tax		**$103.42**	
			Tax		**$0.00**	
			Subtotal		**$103.42**	

Invoice Total	**$312.53**

No Proration for Early Pickup

Paying your invoices at USS is now easier than ever with our new user-friendly payment portal. Learn more about our new payment portal, as well as how to read your invoice and where to go with questions, by visiting us at Doing Business with USS. Keep an eye out for an email from noreply@sidetrade.io near your billing date to create and activate your account. For any questions, email ARS@unitedsiteservices.com or call 1.800.TOILETS (select 3 for billing and payment).

Wagner Rents THE Rental STORE

1804 W PUEBLO BLVD
PUEBLO, CO 81008
PHONE: (719)544-0088 FAX: (719)544-0207

Rental Invoice

Invoice C6817001

ACCT#: 50444
INVOICE DATE: 04/24/2024
INVOICE AMOUNT: $1,883.98

PO #: TBD
ORDERED BY: JASON HAGERMAN
719 547 0242

JOBSITE INFO: SHOP
SHOP
421 E INDUSTRIAL BLVD
PUEBLO WEST, CO, 81007

MILLER PIPELINE LLC - MTN RE
GION
421 E INDUSTRIAL BLVD
PUEBLO WEST, CO 81007

CONTACT NAME: JASON HAGERMAN
CONTACT PHONE: 719-252-8841
DELIVERED VIA: WILL CALL
JOBSITE COUNTY: PUEBLO CO
DATE OUT: 04/19/2024 FRI10:00 AM
DATE IN: 04/24/2024 WED 09:52 AM

SALES REP: BRYAN GASPERETTI(W-1-609)
WRITTEN BY: JAY BEDFORD

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
Rental Items					
1	ID NO: 503335 SERIAL NO: 0JX909531 SMM Tag: 22-0010521847 COMPACT TRACK LOADER - 289 - 289D3 HRS OUT: 1741.4 CURRENT SMU: 1760.0 Total: 18.6	$529.06	$1,466.93	$4,080.00	1,466.93
1	ID NO: 503196 SERIAL NO: A4225BK20477 SSL - GP/LM/UT/DT/MH/SKL BUCKET - SSL/80 BOE				

Rental Subtotal: **1,466.93**

Miscellaneous Items

1	SMM TAX 2%	29.34
1	ENVIRONMENT FEE	22.00
1	Rental Equipment Protection	234.71
	COLORADO STATE TAX	49.99
	PUEBLO CITY TAX	63.77
	PUEBLO COUNTY TAX	17.24

Wagner Rents CAT THE Rental STORE

1804 W PUEBLO BLVD
PUEBLO, CO 81008
PHONE: (719)544-0088 FAX: (719)544-0207

Rental Invoice

Invoice C6817001

ACCT#: 50444
INVOICE DATE: 04/24/2024
INVOICE AMOUNT: $1,883.98

PO #: TBD
ORDERED BY: JASON HAGERMAN
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JOBSITE INFO: SHOP
SHOP
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MILLER PIPELINE LLC - MTN RE
GION
421 E INDUSTRIAL BLVD
PUEBLO WEST, CO 81007

CONTACT NAME: JASON HAGERMAN
CONTACT PHONE: 719-252-8841
DELIVERED VIA: WILL CALL
JOBSITE COUNTY: PUEBLO CO
DATE OUT: 04/19/2024 FRI10:00 AM
DATE IN: 04/24/2024 WED 09:52 AM

SALES REP: BRYAN GASPERETTI(W-1-609)
WRITTEN BY: JAY BEDFORD

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS

Please Remit Payment To:
Wagner Rents, PO Box 919000
Denver, CO 80291-9000

Invoice Total **1,883.98**

If you're not completely satisfied, please call 1-833-954-3116 or email us at customerexperience@wagnerequipment.com

Terms: Payment is due within 30 days of date of invoice. A monthly finance charge of 1.5% will accrue on all amounts unpaid after 30 days, resulting in an annual finance charge of 18%. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Upon default, Lessee shall immediately deliver the equipment to Lessor and shall be liable for all collection costs incurred by Lessor, including reasonable attorney's fees. Terms and conditions can be viewed at www.wagnerequipment.com/terms.

CUSTOMER SIGNATURE DATE PRINTED NAME DELIVERED BY DATE

Work Zone Traffic Control, LLC
PO Box 74957
Chicago, IL 60675

719-296-0222
Fax 719-296-0333

INVOICE

Miller Pipeline, LLC-Mountain Region
421 E Industrial Blvd
Pueblo West, CO 81007

Job ID: 002739
Iowa St
Iowa St
Pueblo, CO

INVOICE#: 0005950
INVOICE DATE: 5/7/2024
TERMS: NET30

Customer PO#: PO#24090-EX07
Customer Job#: 002739
Foreman:

INVOICING PERIOD 4/26/2024 - 5/7/2024

EQUIPMENT

Description	Unit	Price	4/28 SUN	4/29 MON	4/30 TUE	5/1 WED	5/2 THU	5/3 FRI	5/4 SAT	Total Qty	Total Amount
Traffic Control Equipment Per Day - Equipment Only	Per Day	$50.00	0	1	1	1	1	1	0	5	$250.00
										Sub Total	$250.00

LABOR

Description	Unit	Price	4/28 SUN	4/29 MON	4/30 TUE	5/1 WED	5/2 THU	5/3 FRI	5/4 SAT	Total Qty	Total Amount
TCS Per Hr	Per Hour	$125.00	0	2	0	0	0	0	0	2	$250.00
										Sub Total	$250.00

Description	Unit	Price	5/5 SUN	5/6 MON	5/7 TUE	5/8 WED	5/9 THU	5/10 FRI	5/11 SAT	Total Qty	Total Amount
TCS Per Hr	Per Hour	$125.00	0	0	1	0	0	0	0	1	$125.00
										Sub Total	$125.00

Note: The * indicates taxable items.

EQUIPMENT RENTAL TOTAL	$250.00
SALES/ONE-TIME CHARGES	$0.00
LABOR TOTAL	$375.00
SALES TAX (0%)	$0.00
TOTAL CHARGES	$625.00
PLEASE PAY THIS AMOUNT	$625.00

*** ***Job Complete*** ***

2021-2023 Emergency Sanitary Sewer Point Repair					250 William White Blvd					
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		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF	20	$	4,000.00	$	9,600.00	$	2,520.00
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$	-	$	-	$	-
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$	-	$	-	$	-
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$	-	$	-	$	-
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$	-	$	-	$	-
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$	-	$	-	$	-
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$	-	$	-	$	-
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$	-	$	-	$	-
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$	-	$	-	$	-
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
11	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$	-	$	-	$	-
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
12	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$	-	$	-	$	-
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$	-	$	-	$	-
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$	-	$	-	$	-
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
15	Remove and Replace 7” Reinforced Concrete	1-20	SF		$	-	$	-	$	-
		21-100	SF		$	-	$	-	$	-
		>100	SF		$	-	$	-	$	-
16	Remove and Replace 6” Reinforced Concrete	1-20	SF		$	-	$	-	$	-
		21-100	SF		$	-	$	-	$	-
		>100	SF		$	-	$	-	$	-
17	Remove and Replace 4” Concrete	1-20	SF		$	-	$	-	$	-
		21-100	SF		$	-	$	-	$	-
		>100	SF		$	-	$	-	$	-
18	Remove and Replace Standard Curb and Gutter	1-20	LF		$	-	$	-	$	-
		21-100	LF		$	-	$	-	$	-
		>100	LF		$	-	$	-	$	-
19	Install Extra Lean Concrete (FlowFill)	1-20	CY		$	-	$	-	$	-
		21-100	CY		$	-	$	-	$	-
		>100	CY		$	-	$	-	$	-
20	Remove Camera/Cleaning Head/Tap Cutter	HR			$	-	$	-	$	-
21	Remove and Replace 48” Diameter Manhole	EA			$	-	$	-	$	-
22	Remove and Replace 60” Diameter Manhole	EA			$	-	$	-	$	-
23	Reinstate Services	EA			$	-	$	-	$	-
24	Mobilization	LS		1	$	1,500.00	$	1,750.00	$	1,650.00
				Total	$	5,500.00	$	11,350.00	$	4,170.00
				With Contingency	$	6,600.00	$	13,620.00	$	5,004.00

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 8/20/2024

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
250 William White Blvd

Contractor : MILLER PIPELINE, LLC.
421 E Industrial Blvd, Pueblo West, 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 MORE THAN 10' DEEP	($4,000.00)	
2	MOBILIZATION	($1,500.00)	
3	T&M (REPAIR THE FORCE MAIN, MITIGATE WASTEWATER PONDING IN SWALE, REMOVE AND REPLACE CONTAMINATED SOIL AND ROAD BASE, PLACE EROSION AND SEDIMENT CONTROL)		$503,915.07
	TOTAL (Decrease) / Increase	($5,500.00)	$503,915.07

Net Adjustment This Change Order	$	498,415.07
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	5,500.00
Total Adjusted Contract Amount To Date	$	503,915.07

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

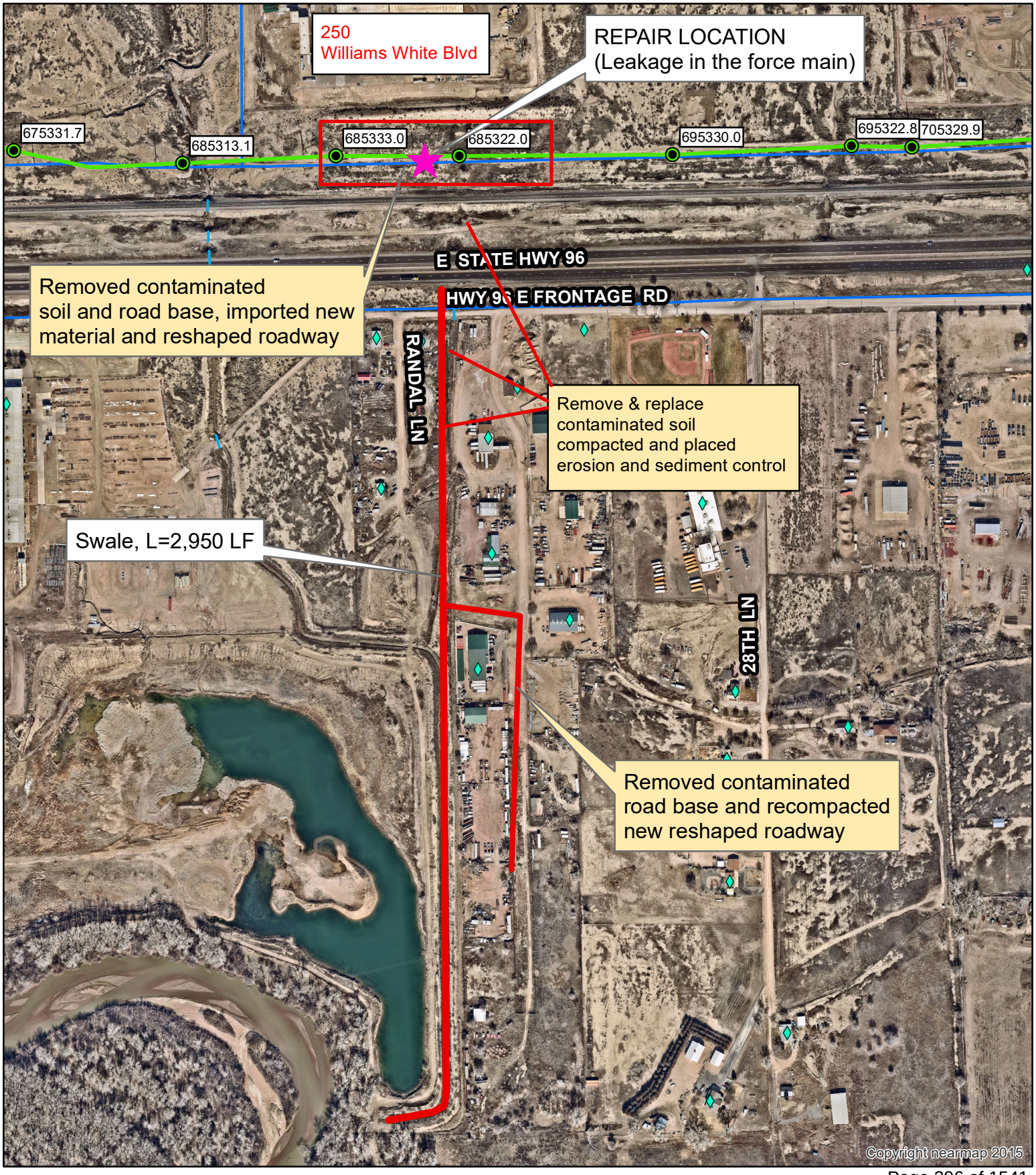
Accepted by: _____ Date:_____
Contractor's Representative

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

20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
250 William White Blvd



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 THE TRANSFER, BUDGET AND APPROPRIATION OF $48,000 FROM THE AIRPORT IMPROVEMENT TRUST FUND TO PROJECT ACCOUNT APAN03 – VEHICLES & EQUIPMENT FOR THE PURPOSE OF PURCHASING EQUIPMENT FROM THE DENVER INTERNATIONAL AIRPORT SURPLUS SALE

SUMMARY:

This Ordinance approves the transfer, budget and appropriation of $48,000.00 from the Airport Improvement Trust Fund to Project Account APAN03 – Vehicles & Equipment and allows utilization of these funds for the purchase of equipment from the Denver International Airport (DIA) surplus sale. Any unused, or reimbursed funds, will be returned to the Airport Improvement Trust Fund.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Land that was deeded to the City of Pueblo as part of the transfer of the airport to the City is heavily regulated by the FAA. When land is released for sale, the funds must be held in a separate account. The funds can only be used for specific FAA approved expenditures. The FAA has agreed that the purchase of airport dedicated equipment is an allowable expenditure for these funds. DIA has equipment that they are offering to all Colorado airports for purchase. For sale is a Stripe Hog for $60,000.00. This equipment is used to remove runway striping without grinding and removing pavement. The FAA requires that new paint must be applied at regular intervals to ensure the safe movement of aircraft as part of the Airport's Part 139 certification.

FINANCIAL IMPLICATIONS:

The total cost for the equipment purchase is $60,000.00. CDOT Division of Aeronautics

will reimburse the City up to 80%, which is $48,000.00. The City will be responsible for the remaining cost of $12,000.00 and any freight costs. The funds for the City's portion are currently available in Project Account APAN03 – Vehicles & Equipment.

Funds in the amount of $48,000.00 will be transferred, budgeted and appropriated to Project Account APAN03 – Vehicles & Equipment, from the Airport Improvement Trust Fund. These funds will be reimbursed by CDOT and funds will be returned to the Airport Improvement Trust Fund as required by the FAA.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the equipment purchase will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING THE TRANSFER, BUDGET AND APPROPRIATION OF $48,000 FROM THE AIRPORT IMPROVEMENT TRUST FUND TO PROJECT ACCOUNT APAN03 – VEHICLES & EQUIPMENT FOR THE PURPOSE OF PURCHASING EQUIPMENT FROM THE DENVER INTERNATIONAL AIRPORT SURPLUS SALE

WHEREAS, the Denver International Airport is offering surplus equipment for purchase to airport within the State of Colorado; and,

WHEREAS, the Pueblo Memorial Airport would like to purchase a Stripe Hog from this surplus sale; and,

WHEREAS, the FAA has determined that this equipment is an acceptable use of land sale revenues; NOW, THEREFORE,

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

SECTION 1.

Finds in the amount of $48,000.00 are hereby transferred from the Airport Improvement Trust Fund, budgeted and appropriated to Project Account APAN03 – Vehicles & Equipment.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Lori Pinz, Director Information Technology

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, OFFICE OF PUBLIC SAFETY COMMUNICATIONS TO CONTINUE THE ESTABLISHED COOPERATIVE RELATIONSHIP RELATED TO THE CITY'S PARTICIPATION IN THE STATE DIGITAL TRUNKED RADIO SYSTEM AND THE CO-LOCATION OF STATE EQUIPMENT INSTALLED ON CITY-OWNED TOWERS AND FACILITIES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the attached Memorandum of Understanding with the State of Colorado' Office of Public Safety Communications continuing the established partnership of the City's participation in the State's Digital Trunked Radio System, and the co-location of the State-owned equipment install on the City owned Radio Towers and associated facilities

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo utilizes the State of Colorado's Digital Trunked Radio System (DTRS) for our public safety and non-public safety radio communications. The City has partnered with Pueblo County and the State of Colorado's radio communications departments since 2007 to provide the infrastructure and facilities to support this system. Upon completion of the ordinance destruction at the Pueblo Chemical Depot, all core equipment purchased with the Chemical Stockpile Emergency Preparedness (CSEPP) federal funds, was granted to the State of Colorado, Office of Public Safety Communications by Pueblo County. However, this equipment remains intact and located on or within City-owned facilities. The DTRS provides a near seamless

statewide wireless system that enables emergency and operational direct communications between first responder/public safety agencies across jurisdictional and regional boundaries. The sharing of communication resources substantially reduces costs for all participating agencies across the State.

The State is committed to its continued support of the DTRS. This MOU is designed to continue the established cooperative relationship between the City and the State, through the City's participation in the DTR System and the co-location of State equipment installed on three (3) tower sites and within other facilities owned and operated by the City, as set forth in the attached agreement.

FINANCIAL IMPLICATIONS:

There are no additional costs to the City with respect to this Ordinance. Should the State of Colorado modify current legislation, additional costs related to the DTRS may be required. These costs will be presented through the City of Pueblo's annual budget process and approved through Council action.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance

STAKEHOLDER PROCESS:

Not applicable to this Ordinance

ALTERNATIVES:

If City Council does not approve this Ordinance, the City of Pueblo and the State Office of Public Safety Communications will have no binding agreement related to the City's use of the DTRS system and the co-location of State equipment jeopardizing public safety interoperability and utilization of the DTRS system with other city departments, state agencies and participating local, federal, and tribal governmental entities.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. MOU for site sharing Pueblo FINAL 07302024

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, OFFICE OF PUBLIC SAFETY COMMUNICATIONS TO CONTINUE THE ESTABLISHED COOPERATIVE RELATIONSHIP RELATED TO THE CITY'S PARTICIPATION IN THE STATE DIGITAL TRUNKED RADIO SYSTEM AND THE CO-LOCATION OF STATE EQUIPMENT INSTALLED ON CITY-OWNED TOWERS AND FACILITIES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City desires to continue its cooperative partnership and co-location of state-owned equipment on City-owned tower sites and associated facilities.

WHEREAS, it is critical to maintain public safety and non-public safety radio communications for the safety and preparedness of City and this memorandum of understanding is intended to maintain communication systems; NOW, THEREFORE,

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

SECTION 1.

The Memorandum of Understanding between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, Office of Public Safety Communications, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are authorized to perform all acts consistent with the intent of this Ordinance to effectuate the transaction 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

MEMORANDUM OF UNDERSTANDING

Between

The City of Pueblo, a Municipal Corporation

And the

State of Colorado,

Office of Public Safety Communications (OPSC)

For

Shared Communications Site and Systems

1. Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into this_____day of_____, 2023, by and among the City of Pueblo, a Municipal Corporation, 1 City Hall Place, Pueblo, Colorado 81003, hereinafter referred to as the "City", and the State of Colorado, Office of Public Safety Communications (OPSC), 9195 East Mineral Avenue, Suite 200, Centennial, Colorado 80112, hereinafter referred to as the "State", and collectively referred to as the "Parties" or individually as a "Party."

2. Purpose

The City and the State have entered into this MOU to set a framework for allowing the State to continue to co-locate public safety communications equipment at tower sites and facilities operated by the City and identified as:

"Walking Stick", located at 38-18.42-50 N, -104-34.30-30 W
"Goat Hill", located at 38-15.40-17 N, -104-36.01-09 W
"Jackson Hill", located at 38-12.24-20 N, -104-42.22-60 W
"City of Pueblo, Police Dispatch Center", located at 38-15.47-0 N, -104-36.46-7 W

Hereinafter referred to as the "Site(s)"; and to share use of communication equipment identified and defined in the attached Exhibits in support and delivery of public safety communications to the City. City is the exclusive owner of Sites and retains all ownership rights in same. State owned equipment at the Sites shall be as listed in Exhibit B, attached hereto and incorporated herein.

3. Statement of Mutual Interests and Benefits

The State provides a statewide public safety communications system serving state agencies and participating local, federal and tribal governmental entities. The statewide public safety communications system is titled the Digital Trunked Radio System (DTRS or DTR System). The DTRS provides a near seamless statewide wireless system that enables emergency and operational direct communications between first responder/public safety agencies across jurisdictional and regional boundaries. As part of this responsibility, the State is committed to continued support of public safety communications.

The City provides a local public safety communications system serving local agencies that integrates with the State DTRS and utilizes the DTRS to provide primary public

safety communications for all City departments and other governmental entities.

This MOU is designed to continue the established cooperative relationship between the City and the State, through the City's participation in the DTR System and the co-location of State equipment installed on towers and facilities owned and operated by the City, as set forth in this agreement. This cooperative relationship may enhance public safety radio communications for agencies supported by the Parties.

4. Cooperators Agree

4.1 Each party shall be responsible for engineering, furnishing, installing, operating, and maintaining the necessary equipment within its own system or responsible areas. Each party shall be solely responsible for the costs associated with its own equipment and the engineering, furnishing, installation, operation, and maintenance thereof.

4.2 Unless specifically authorized, neither Party's employees, representatives, contractors, or agents shall add, remove, modify, adjust, alter, install, or otherwise physically touch appliances, equipment, or structures owned by the other Party without signed written consent from that owner of the appliance, equipment, or structure. Equipment includes, but is not limited to, any electronic device, any RF transmitter/receiver (land mobile radio and/or microwave), antennas (linear and microwave) and associated cabling attached to any City tower(s) or facility, City towers, remote monitoring devices, and any building, equipment, or device used for purposes of alarm notification.

4.3 State technical and engineering staff instructed and certified for tower climbing will be granted conditional permission by the City to climb the Site towers, provided:

4.3.1 All tower climbing performed by State employees, representatives, contractors, or agents will be in compliance with OSHA CFR 1910 and 1226 "Tower Climbing Safety and Rescue," as amended, relating specifically to work at wireless communications sites.

4.3.2 Forty-eight (48) hours advance notice for planned maintenance is provided to the City of Pueblo Radio Shop and IT Department prior to any tower climbing by State employees, representatives, contractors, or agents. Notice will be made by email to the City of Pueblo Radio Shop and IT Department.

- Unplanned or unscheduled outage at a site will require immediate access and authorization for a tower climb in order to restore service as expeditiously as is possible for the safety of first responders and the public. Request for immediate access to a site for emergency repair outside normal business hours will be made by calling the afterhours call out number or the City of Pueblo Police Dispatch.

4.3.3 State shall at all times have workers' compensation insurance on its employees, representatives, contractors and agents, and upon City's request, State will provide proof of said workers' compensation insurance to City's Department of Finance or IT Department.

4.3.4 The City grants permission for the climb, subject to no existing conflicts with other work on Site or existing safety concerns, City's permission not to be unreasonably withheld, especially during an emergency repair or restoration of service.

4.4 The Parties shall comply with all non-interference rules of the Federal Communications Commission (FCC), subject to preexisting rights and the provision of this Section 4. To the best of their abilities, Parties shall work together to ensure radio frequency interference does not occur. Radio frequency interference caused or created by radio equipment owned, operated, or maintained by the Parties at the Sites shall be considered an immediate threat to public safety and shall be immediately resolved by the Party whose equipment is identified as causing the interference. Parties shall work cooperatively to identify and resolve interference issues caused or created by radio equipment owned, operated, or maintained by the Parties at the Sites. Each Party shall assume its own costs associated with the identification and resolution of interference caused by their equipment.

4.5 The Parties will license and manage frequencies assigned to them in accordance with Federal Communications Commission (FCC) regulations. The FCC no longer provides hard copy documents of frequency licenses. All frequency licenses issued by the National Telecommunications and Information Administration (NTIA), or the FCC, authorizing operation of State radio equipment at the Site(s), are available for viewing on the FCC website.

4.6 Parties shall coordinate to provide needed capacity in the form of facilities, antenna space, etc., to the extent possible. In all cases, City's determinations shall control. In the event the City determines any of the Site facilities or towers has reached or exceeded capacity due to the State's presence, the State reserves the unconditional authority to remove State owned equipment upon one-hundred-eighty (180) days written notice, without further obligation to the City. Should State remove its equipment in any event, City shall not be required to subscribe to, trade for, or otherwise pay for access to the State DTR system without the Parties mutually negotiating the terms for such access in good faith. City's mobile and portable units will remain connected to the State DTR system during such negotiation.

4.7 The State shall not be required to pay for the tower space and building space provided and chosen by the City at the Sites. The City acknowledges that the State provides other good and adequate consideration to the City through the shared use of the radio equipment and antennas hosted at the Sites. Pursuant to §24-33.5-2510, presently, the City shall not be required to pay to the State for access to and use of the State DTR Public Safety Communications equipment supporting public safety communications for the City, and local agencies supported by the City. Should either Party be asked to pay for any access or service related to the State DTR System, and funds have not been appropriated for such purpose, the Parties will renegotiate this MOU or terminate this MOU upon mutual agreement.

4.8 Party wishing to terminate this MOU, shall provide written notice one-hundred-eighty (180) days prior to termination.

4.9 The State will provide a list of names of authorized employees, representatives, contractors or agents who will potentially need access to the Site. Said list will include such information as necessary for City to perform requisite background checks, including criminal checks, to ensure those authorized individuals meet the requirements of City.

4.10 City and State shall work together to provide State efficient access to the Sites based on the specific Site requirements. Should a State representative be unable to

contact a City IT representative, they may contact City IT management or Police Dispatch to facilitate any emergency repair. As of the signing of this MOU State provides City with those authorized individuals, and City provides those individuals with a code to unlock the gate and gain access to Sites. Those individuals are not authorized to share the code with anyone. Should said code be shared City will take all remedial action to reduce any security risk and inform State of the breach in security. Should State learn of such a breach in security, State will inform City immediately. If, in the future, the procedure for gaining access to Sites changes, Parties will endeavor to put into place new practices for State to gain access to Sites.

4.11 The State shall allow the City use of the DTRS Public Safety Communications Network for its public safety two-way wireless communications needs as long as this MOU remains in force. Should this MOU be terminated by either Party for any reason, the State reserves the unconditional right to remove all State-owned equipment and assets from the Sites. The Parties shall provide one-hundred-eighty (180) days prior written notice to the other Party of intent to terminate the MOU.

4.12 Each party shall notify the other party forty-eight (48) hours in advance, when possible, if it becomes necessary to temporarily sever an interconnection or to interrupt a circuit elsewhere in its system, especially when the severing or interruption will affect the operation of the other Party's equipment or circuits.

4.13 The City grants permission to the State and its authorized employees, agents, and contractors to enter its associated buildings, towers, easements and rights-of-way in order to locate, install, inspect, test, operate, maintain, and remove the equipment provided for in this MOU; provided that forty-eight (48) hour advance arrangements must be made with the party owning such buildings, towers, easements and rights-of-way. In the event of an unplanned outage or interruption in service, immediate access to the affected site for restoration of service shall be granted. This MOU does not grant nor transfer to State any right, privilege, or interest in the City owned towers, buildings, equipment, or land.

4.14 Should either entity terminate the use of the State DTR, both agencies will continue to work together in an effort to offer mutual aid for public safety communication interoperability. Such effort shall not require either Party to pay the costs or fees of the other Party.

5. Non- Fund Obligation Document

This instrument is neither a fiscal nor funding obligation document. Any endeavor involving reimbursement or contribution of funds between parties will be outlined in separate agreements. Neither Party shall be financially liable to the other for any default of this agreement.

6. No Third-Party Beneficiary Rights

Except as otherwise stated, this MOU shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. No third-party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.

7. Terms of Agreement

This MOU will become effective upon receipt of the last required signature and will remain in force until either Party provides one-hundred-eighty (180) days prior written notice to the other Party of its intent to terminate. Any participant may propose changes to this MOU during its term. Such changes will be in the form of a written amendment and will become effective upon signature by all participants.

8. Authorized Representatives of the Parties

Each Party shall designate a representative who is authorized to act on its behalf with respect to those functions and responsibilities reserved herein for authorized representatives of the Parties. Either Party may change the designation of its authorized representative upon oral notice given to the other, confirmed by written notice. Written notice can be completed upon sending an email to the authorized representative and will be considered delivered after 3 business days.

8.1 The Parties' authorized representatives shall meet as the need arises. The authorized representatives shall address matters of common concern for the Parties.

8.2 Authorized representatives shall not have the authority to change any of the terms or conditions of this MOU.

9. Insurance

State shall maintain throughout the duration of this MOU, insurance covering State's equipment, use and occupancy of the Site. The State's obligation to provide insurance coverage may be satisfied through self-insurance as allowed by CRS § 24-30-1502 (4.5). City and State each hereby waive all rights of recovery against the other, the other's agents, employees, contractors, and representatives on account of loss and damage, except to the extent that loss or damage is insured or is required to be insured against under any insurance policies required by this MOU, or is caused by an act of gross negligence or intentional tort on the part of a State agent. Neither Party shall be liable to the other for amounts in excess of the insurance coverage, unless such Party did not maintain the required coverage. Furthermore, in no event shall City be liable to State for consequential or punitive damages, and State waives any right of it or its assigns or successors to obtain consequential or punitive damages from City.

10. Control and Possession of Systems

Each Party shall remain in exclusive control and possession of its own telecommunications system and equipment, and this MOU shall not be construed to grant either Party any rights of ownership, control, or possession in the other Party's systems, equipment, land or other property, other than those which may be specifically set forth herein or in exhibits hereto.

11. Non-dedication of Equipment

The Parties do not intend to dedicate, and nothing in this MOU shall be construed as either Party dedicating, their rights, land, property, equipment, services, or any part thereof, to the other Party, or any customer, agent, or representative of the other Party.

12. Uncontrollable Forces

No Party shall be considered to be in default in performance of any of its obligations under this MOU when a failure of performance is due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including, but not restricted to, failure or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority or action or non-action by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it is involved. Any party rendered unable to fulfill any obligation under this MOU by reason of uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

13. Notices

Any notice, demand or request pursuant to this MOU, shall be in writing and considered properly given when delivered in person, sent by either registered or certified mail, or sent by national overnight delivery service, postage prepaid and addressed to the other Party's principal offices.

13.1 Notices to the State shall be sent (by U.S. Postal Service) to: Office of Public Safety Communications (OPSC), Peter Bangas, Director, State of Colorado, Department of Homeland Security and Emergency Management, 9195 East Mineral Ave., Suite 200, Centennial, CO 80112, or such other person or agency as the State might hereafter designate in a signed writing and in accordance with this section 13.

13.2 Notices to the City shall be sent (by U.S. Postal Service) to the: City of Pueblo, Information Technology Department, 200 South Main Street, Pueblo, CO 81003 with a copy to the City of Pueblo, Law Department, 1 City Hall Place, Pueblo, CO 81003.

14. Waivers

Any waiver at any time by a Party of its rights with respect to a default, or any other matter arising under or in connection with this MOU, shall not be deemed to be a waiver with respect to any subsequent default or matter.

15. Binding Obligations

All of the obligations set forth in this MOU shall bind the Parties and their successors, and such obligations shall run with the Parties' rights, titles, interests, and with all of the interests of each Party to this MOU.

16. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this MOU to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this MOU.

17. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

18. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

19. Effect of Section Headings

Section heading titles appearing in this MOU are inserted for convenience only and shall not be construed as interpretations of text.

20. Governing Law

This MOU shall be construed and interpreted in accordance with the laws of the State of Colorado.

THE PARTIES HERETO HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING

Persons signing for the Parties hereby swear and affirm that they are authorized to act on their behalf, and acknowledge that the Parties are relying on their representations to that effect.

CITY of PUEBLO	**OFFICE of PUBLIC SAFETY COMMUNICATIONS**
By: Heather Graham Title: Mayor	Peter Bangas, Director
_____ Signature	_____ By: Peter Bangas
Date:_____	Date: _____
ATTESTED BY:_____ City Clerk	

Exhibit A

City of Pueblo Sites:

WALKING STICK COMMUNICATIONS SITE

GOAT HILL COMMUNICATIONS SITE

JACKSON HILL COMMUNICATIONS SITE

CITY of PUEBLO – POLICE DISPATCH CENTER

A. At the above-named City of Pueblo Sites, the City shall:

1. Provide space, as allowed, on the City owned tower for installation of State microwave dish antennas, linear antennas, GPS antennas, cabling, waveguide, and mounting hardware associated with the operation of the public safety communications networks. In consideration of forecasted growth of the City and in an effort to best support public safety communications to the highest degree possible, there does exist a potential need to add a linear antenna to each of the City tower Sites to support the addition of DTR resources. State will meet with the City to reach mutual agreement on the addition and placement of the linear antenna prior to installation, where final approval is within sole discretion of the City.

2. Provide space, as allowed, in or on the City owned buildings for necessary State public safety radio and/or microwave equipment, as agreed upon by both Parties. Original design of the public safety system in the City includes the existing equipment. Existing equipment includes three (3) racks of electronic equipment supporting the Land Mobile Radio (LMR) system, one (1) rack of microwave radio equipment, and one (1) rack containing the -48V rectifier and batteries. The State engineering team forecasts a need to add DTRS channel capacity to one or more of the City Sites to accommodate future growth. The added capacity at the Site or Sites will require additional floor space for the installation of one (1) rack of LMR equipment to accommodate the future growth and limit DTR System resource overload, creating a possible interruption in system availability for public safety/first responders. State and City shall work cooperatively to determine where the additional rack shall be located and installed, where final approval is within sole discretion of the City.

3. Maintain tower and equipment building to industry standards.

4. For the ultimate protection of the public safety communications network and the public safety/first responders being provided mission critical service from these Sites, the State shall be consulted in the review of any plans for future third party tenants desiring to occupy building or tower space at the Sites. Following review of the proposed addition of equipment or antennas at the Sites, the state shall provide to the City no later than thirty (30) days, to a designated representative or City dispatch, followed up in writing, any concerns for physical security risk, interference, capacity, installation, and grounding issues that could put the public safety communications systems at risk for damage, interference, or other interruption in mission critical communications. Following City's receipt of State's written

concerns, City and State shall jointly address concerns and arrive at mutual agreement for the ultimate protection of the public safety communications systems.

5. To the extent allowed by law, the City shall include a provision in all future tenant contracts at the Site(s) and tower structures making each and every new tenant liable for damages it may cause to equipment, antennas, cabling, etc. belonging to either of the Parties.
6. Maintain and keep current all lease and easement agreements with landowners, if applicable. In the event any lease or easement agreement is allowed to expire or otherwise be terminated, or if lease or easement costs are assessed due to State's occupancy and use of the Site and those costs are passed onto the State, the State reserves the unconditional right to remove state owned equipment and terminate this MOU upon one-hundred-eighty (180) days written notice.
7. Make notice to landowners, if applicable, of City permissions granted to State OPSC employees, agents and representatives to have access to the Sites for purposes of maintaining public safety communications equipment for the shared use of City public safety agencies.
8. Upon forty-eight (48) hours prior notice, permit State OPSC employees, agents and representatives as needed access to the Site for repair and maintenance of public safety equipment, weather and safety permitting. City and State shall work together to provide State efficient access to the Sites based on the specific Site requirements. Should a State representative be unable to contact a City IT representative, they may contact City IT management or Police Dispatch to facilitate the emergency repair.
9. Support routine and ongoing maintenance and repair of the building and air conditioning equipment to ensure its reliability.
10. Provide electric utilities to power and sustain the equipment at the Site.
11. Maintain its own radios and associated equipment.
12. Provide, sustain, and maintain backup power to continuously support all public safety communications equipment in the event of a commercial power outage, which includes a backup generator, fuel, spares, and repair parts.

B. At the City of Pueblo Sites, the State shall:

1. Be responsible for ensuring its equipment will not compromise the Site or the tower structure in any way. The State will immediately correct any issues made known to the State by the City.
2. Repair any damage to the Site or tower structure resulting from installation or disrepair of State owned equipment. The State reserves the right to request pre-installation and post-installation inspections of the tower to protect the State from future claims of damage to the Site or tower structure caused by another tenant.

3. Install, operate, maintain, monitor and manage all State-owned associated equipment, including all radios, antennas and ancillary equipment, related to the State public safety land mobile radio and microwave networks.
4. Telephone the City of Pueblo Police Dispatch Center at 719-553-2502 as soon as a need to enter the site is apparent and imminent. The PD Dispatch Center may dispatch a City of Pueblo Radio Shop technician to the applicable Site.
5. Adhere to security policies set forth by the City for access to the Site.

Exhibit B

State owned equipment on towers at the City of Pueblo Sites

City of Pueblo Police Dispatch Center

RFS SC3-W100A, 3.28' Diameter, 10-11.7 GHz Microwave dish facing San Carlos State Hospital, Wall Mounted ~8' above roof top level.

RFS SC3-W100A, 3.28' Diameter, 10-11.7 GHz Microwave dish facing Goat Hill, Wall Mounted ~7' above roof top level.

Goat Hill

RFS SC3-W100A, 3.28' Diameter, 10-11.7 GHz Microwave dish facing Pueblo County ESC, tower mounted at about the 160' level.

RFS SC3-W100A, 3.28' Diameter, 10-11.7 GHz Microwave dish facing Pueblo PD Dispatch, tower mounted at about the 75' level.

DTR Tx and Rx antennas, 2 - Sinclair model SC476-HF1LDF (D00), 6dBm Gain, 3.5 diameter x 84" length.

Walking Stick

RFS SC3-W100A, 3.28' Diameter, 10-11.7 GHz Microwave dish facing San Carlos State Hospital, tower mounted at about the 80' level.

RFS SC3-W100A, 3.28' Diameter, 10-11.7 GHz Microwave dish facing CSP Pueblo Dispatch, tower mounted at about the 65' level.

DTR Tx and Rx antennas, 2 - Sinclair model SC476-HF1LDF (D00), 6dBm Gain, 3.5 diameter x 84" length.

Jackson Hill

RFS PAD6-59, 6' diameter, Lower 6 GHz microwave dish facing Pueblo Chemical Depot, tower mounted at about the 55' level.

RFS PAD6-59, 6' diameter, Lower 6 GHz microwave dish facing 12 Mile, tower mounted at about the 40' level.

DTR Tx and Rx antennas, 2 - Sinclair model SC476-HF1LDF (D00), 6dBm Gain, 3.5 diameter x 84" length.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 AND ADOPTING A 2024 ADDENDUM TO THE PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

SUMMARY:

Attached for consideration is the 2024 Addendum to the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, a Colorado Municipal Corporation, otherwise known as “Pueblo’s Regional Comprehensive Plan, Pueblo Regional Development Plan, Addendum, August 2024.”

PREVIOUS COUNCIL ACTION:

Pueblo’s Regional Comprehensive Plan was adopted by the Pueblo City Council on August 8, 2022, by Ordinance No. 10247. The applicant is concurrently requesting to rezone the property from R-2, Single-Family Residential to R-5, Mixed Residential and Office. (Z-24-11)

BACKGROUND:

Archway Communities is an affordable housing and services organization that began in the 1970’s as the Mountain United Church Housing volunteer group. Archway Communities owns the property located at 1003 Liberty which is a 1.47-acre site, developed with a church, parking lots, detached accessory structure, mature trees, and a large turf area adjacent to Bonforte Boulevard. The site is currently zoned R-1, Single-Family Residential and is designated as a Suburban Neighborhood future land use area within the Pueblo Regional Comprehensive Plan. Archway Communities plans to develop two multifamily residential structures along the northern and western property lines and preserve the existing church, which is centrally located on the site. The proposed, three story, walk-up style multifamily residential development will include one- and two-bedroom dwelling units intended for households that earn 30-80 percent Area Median Income (AMI). According to the applicant, the church structure will be

redeveloped as a leasing office and community clubhouse. Due to its location and surrounding development, the existing Suburban Neighborhood Future land use classification and the R-1 zoning appear to be unsuitable and detrimental to future redevelopment efforts of this site. Amending the Pueblo Reginal Comprehensive Plan Land Use Designation to Urban Neighborhood will facilitate redevelopment of the site. The proposed Urban Neighborhood Future Land Use Designation will facilitate the rezoning of the site to a R-5, Zone District, which will allow two multifamily dwelling units to be constructed and the existing church to be redeveloped as a leasing office and community space intended to service the immediate residents and neighborhood.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 14, 2024 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be rezoned.

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. CP-24-01 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING AND ADOPTING A 2024 ADDENDUM TO THE PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

WHEREAS, the City Planning and Zoning Commission is authorized to prepare and submit to the City Council for its approval a 2024 Addendum to the Pueblo Regional Comprehensive Plan for the physical development of the City; and,

WHEREAS, the City Planning and Zoning Commission, after a public hearing thereon conducted after due publication, has approved said addendum and submitted same to City Council for its approval; NOW, THEREFORE,

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

SECTION 1.

The 2024 Addendum to the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, heretofore approved by the City Planning and Zoning Commission and submitted to the City Council for approval, copies of which are attached hereto, is hereby approved and adopted as the Master Plan for the Physical Development of the City with the changes thereto recommended by the City Planning and Zoning Commission.

SECTION 2.

The 2024 Addendum to the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, does not repeal or rescind, the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, a Colorado Municipal Corporation, adopted by the Pueblo City Council August 8, 2022, by Ordinance No. 10247. The physical development of the City after the effective date of this Ordinance shall be in conformity with the 2024 Addendum to the Pueblo Regional Comprehensive Plan-2022, hereby adopted, except insofar as any such physical development has been heretofore approved by Ordinance of the City Council.

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

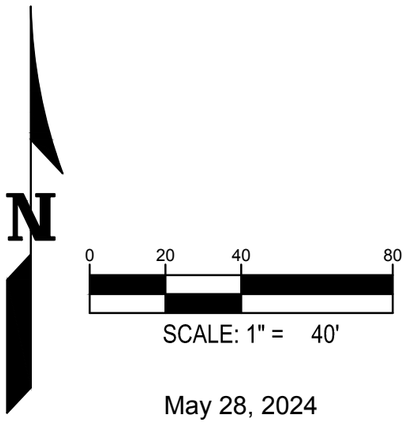
ARCHWAY COMMUNITIES
1003 LIBERTY LANE COMPREHENSIVE PLAN AMENDMENT

KNOW ALL MEN BY THESE PRESENTS: THAT ARCHWAY INVESTMENT CORPORATION, INC, A COLORADO NONPROFIT CORPORATION, BEING THE SOLE OWNER OF THE FOLLWING DESCRIBED TRACT OF LAND TO WIT:

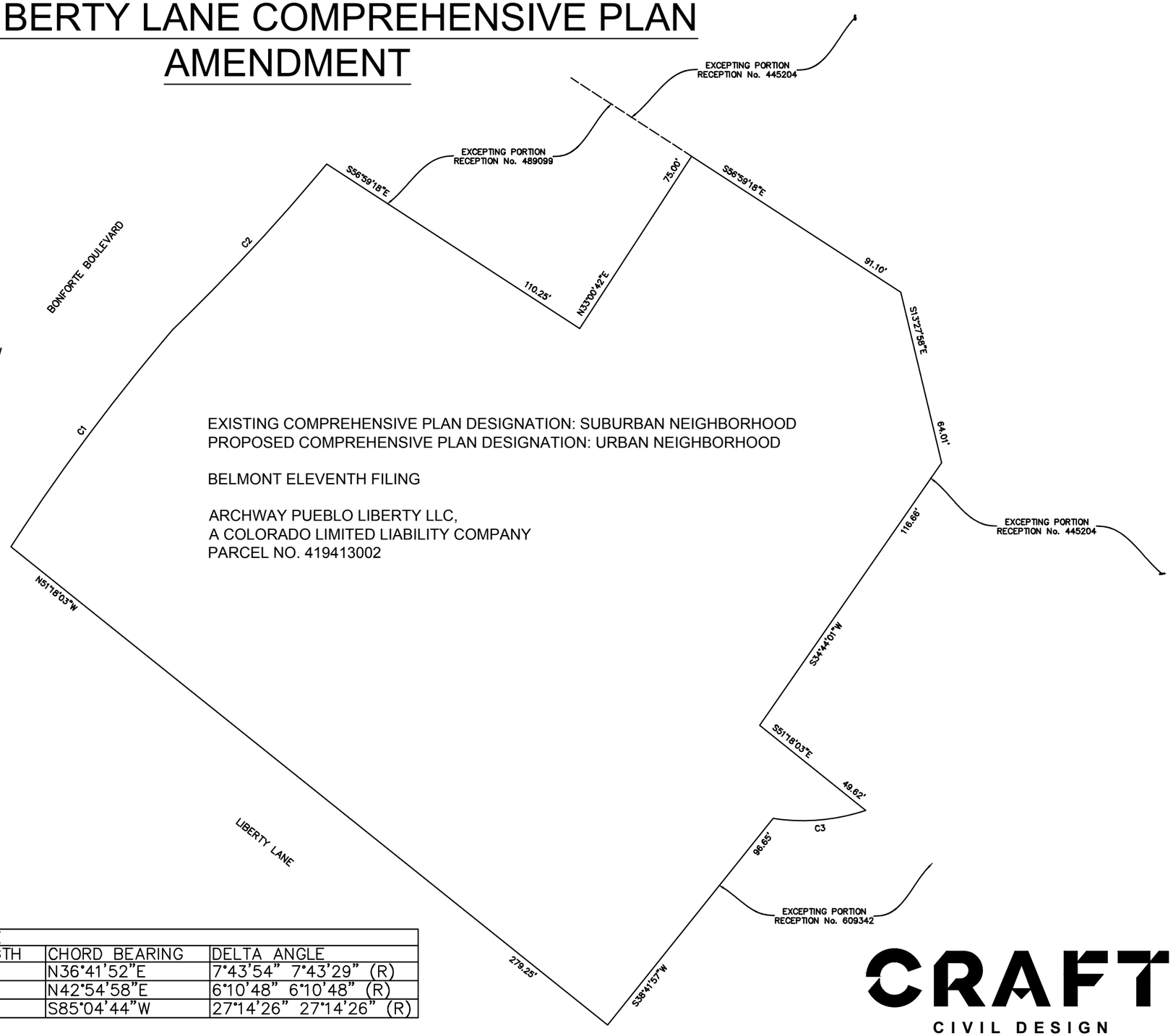
LOTS 18 TO 26 INCLUSIVE, BLOCK 27, BELMONT 11TH, AND A PORTION OF VACANT STREET ADJACENT TO LOT 18 TO 21, LESS TRACT IN #445204 (NOW BELMONT 11TH RE-PLAT) ALSO LESS 0.18 ACRES OUT OF A PORTION OF LOTS 20 & 21 TO CHAMPION HOMES OF PUEBLO INC. BY DEED #489099

ALL IN COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING A CALCULATED AREA OF X ACRES, MORE OR LESS.



May 28, 2024



EXISTING COMPREHENSIVE PLAN DESIGNATION: SUBURBAN NEIGHBORHOOD
PROPOSED COMPREHENSIVE PLAN DESIGNATION: URBAN NEIGHBORHOOD

BELMONT ELEVENTH FILING

ARCHWAY PUEBLO LIBERTY LLC,
A COLORADO LIMITED LIABILITY COMPANY
PARCEL NO. 419413002

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	732.13' 732.13' (R)	98.80' 98.71' (R)	98.72'	N36°41'52"E	7°43'54" 7°43'29" (R)
C2	766.78' 766.78' (R)	82.71' 82.71' (R)	82.67'	N42°54'58"E	6°10'48" 6°10'48" (R)
C3	72.00' 72.00' (R)	34.23' 34.23' (R)	33.91'	S85°04'44"W	27°14'26" 27°14'26" (R)

CRAFT
CIVIL DESIGN
23 LINCOLN STREET, SUITE 200
DENVER, CO 80203

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday August 14, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Regina Maestri, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Mikaylin Hackle, Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, moving TA-22-01 to September 11, 2024, seconded by Maestri.

Motion Passed: 7-0

Public Hearings:

1. CP-24-01 Comprehensive Plan Amendment: Amendment to the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for 1003 Liberty Ln. Amend the future land use designation from Suburban Neighborhood to Urban Neighborhood. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant Jeff Neulieb, Kephart, Land Planner, Architect, was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council seconded by Maestri.

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

CP-24-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	August 14, 2024
SUBJECT:	Amendment of the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for 1003 Liberty Lane, changing the future land use designation from Suburban Neighborhood to Urban Neighborhood. The amendment is intended to facilitate the construction of two multifamily residential structures and repurpose the existing church as a leasing office and community clubhouse
APPLICANT:	Jeff Neulieb, Archway Pueblo Liberty, LLC
PROPERTY OWNER:	Archway Pueblo Liberty, LLC
LOCATION:	1003 Liberty Lane
CONCURRENT REQUESTS:	Z-24-11: 1003 Liberty Lane rezone from R-2, Single-Family Residential to R-5, Mixed Residential and Office

Background:

Archway Communities is an affordable housing and services organization that began in the 1970's as the Mountain United Church Housing volunteer group. In 1974 the organization purchased buildings from the JeffCo School District and redeveloped the structures as affordable housing, known as the Arvada Cottages. Since that time, the organization has grown and evolved into the current Archway Housing and Services, Inc. Archway Communities currently operates affordable rental communities in the Denver Metro area and Colorado Springs, they are now expanding into the Pueblo Community with the proposed 24-unit Liberty Lane Apartment project.

Archway Communities owns the property located at 1003 Liberty Lane and they plan to develop two multifamily residential structures along the northern and western property lines and preserve the existing church, which is centrally located on the site. The proposed, three story, walk-up style multifamily residential development will include one- and two-bedroom dwelling units intended for households that earn 30-80 percent Area Median Income (AMI). According to the applicant, the church structure will be redeveloped as a leasing office and community clubhouse.

In the 1950's, the site was donated to the Christ Congregational Church by Frank Bonforte, the developer of the post-World War II Belmont Neighborhood. The church was designed by Elizabeth Wright Ingram, granddaughter of Frank Lloyd Wright and opened as the Christ Congregational Church in 1958. The church is not currently on the City's historic register of local landmarks; however, it does meet the criteria for special

architectural and geographic significance. Regardless of the church's historic designation, the applicants intend to "preserve and honor the architectural history of the church and incorporate its spaces into the essence of the community."

Analysis:
1003 Liberty Lane is a 1.47-acre site, developed with a church, parking lots, detached accessory structure, mature trees, and a large turf area adjacent to Bonforte Blvd. The site is zoned R-1, Single-Family Residential and is designated as a Suburban Neighborhood future land use area by the Pueblo Regional Comprehensive Plan. The Suburban Land Use designation limits residential density to two to five dwelling units per acre and limits supporting land uses to accessory dwelling units, duplexes, townhomes, and community facilities. The R-1 Zoning limits the permitted uses of the property to single-family residential. Uses by review, within the R-1 Zone District include childcare, bed and breakfast homes, care homes, religious institutions, indoor recreation facilities, and wedding facilities.

The subject site is located adjacent to the east side of Bonforte Blvd., which is classified as a minor arterial roadway. According to the City's Roadway Classification and Design Standards, a minor arterial roadway provides for high-capacity traffic and the connection of neighborhoods. According to the City's design standards, mixed-use development is appropriate adjacent to a minor arterial roadway. Commercial and professional offices exist to the north, east, west, and south of the site. Three-story multifamily residential uses are located to the northwest of the site, and one single-family residential structure sits adjacent to the southeast corner of the site. The surrounding neighborhood is considered a mixed-use neighborhood containing a mixture of multifamily residential uses, non-residential uses, and one single-family residential use in the immediate neighborhood. Due to its location and surrounding development, the existing Suburban Neighborhood Future land use classification and the R-1 zoning appear to be unsuitable and detrimental to future redevelopment efforts of this site.

Amending the Pueblo Reginal Comprehensive Plan Land Use Designation to Urban Neighborhood will facilitate redevelopment of the site, which has fallen into disrepair since the closure of the Christ Congregational Church. The proposed Urban Neighborhood Future Land Use Designation will facilitate the rezoning of the site to a R-5, Zone District, which will allow two multifamily dwelling units to be constructed and the existing church to be redeveloped as a leasing office and community space intended to service the immediate residents and neighborhood.

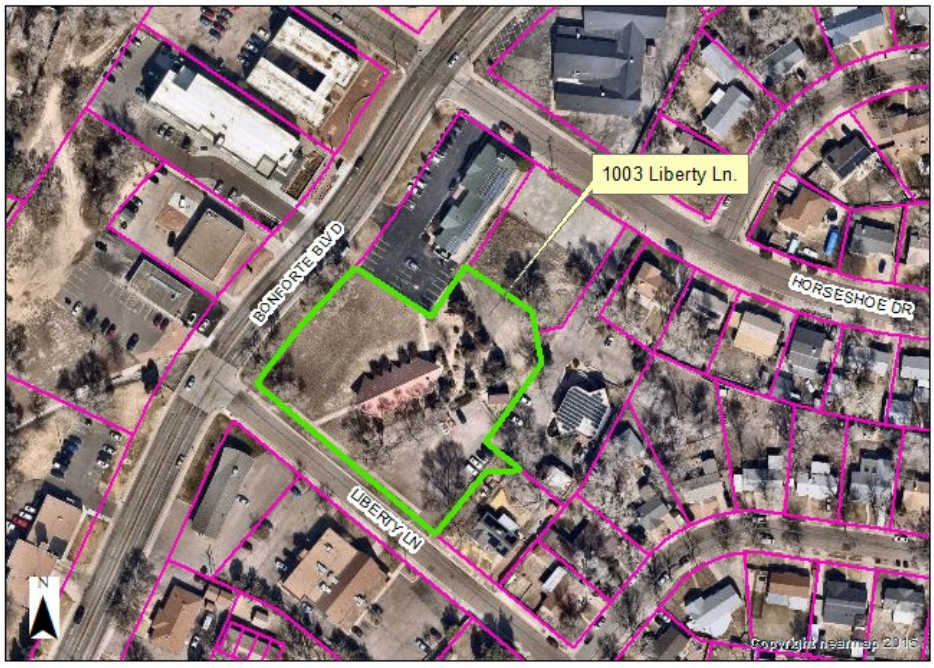
NEIGHBORHOOD COMPATIBILITY:

- North: R-5, Zone District, developed with a multi-tenant office structure containing a realty office, tax service, and barber shop.
- East: R-5, Zone District, developed with an orthodontist office and R-1, Zone District, developed with a single-family residential unit.
- South: O-1, Zone District, developed with a dentist office and R-5, developed with a dentist office.
- West: R-5, Zone District, developed with two commercial structures, housing a driving academy and rehabilitation services; and two multifamily residential structures.

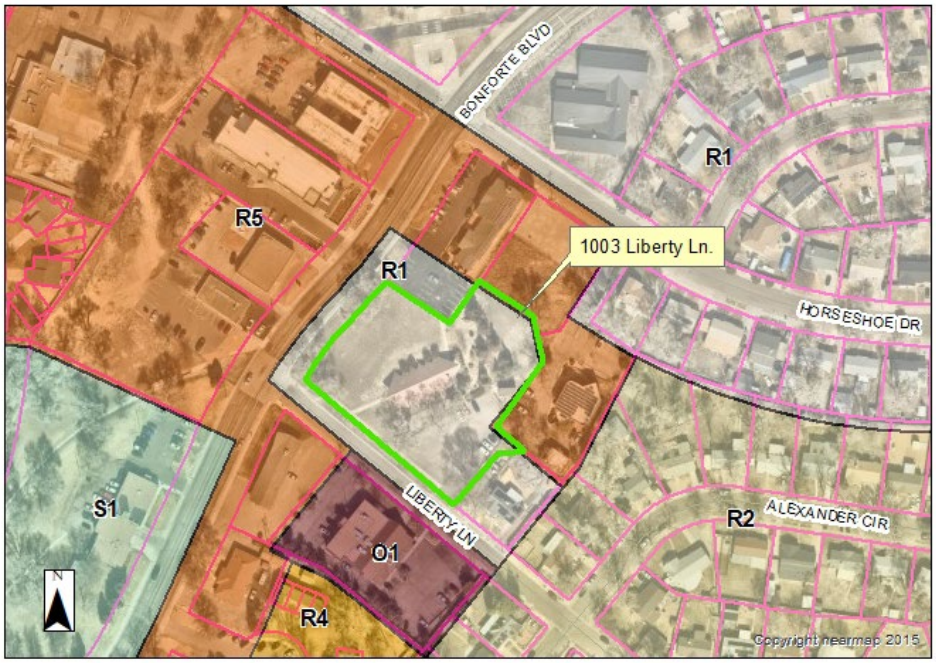
RECOMMENDED ACTION:
If the Planning Commission finds the proposed Pueblo Regional Comprehensive Plan amendment to be suitable, a recommendation to City Council adopting the amendment by Ordinance is appropriate.

ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Archway Communities 1003 Liberty Lane Comprehensive Plan Amendment Exhibit
E. Application Narrative
F. Tentative Site Plan



A. Aerial Photograph



B. Zoning Map

C. Comprehensive Plan Map

D. Public Notice

D. 1003 Liberty Ln. looking northeast from Liberty Ln.

D. 1003 Liberty Ln. looking north from the intersection of Liberty Ln. and Bonforte Blvd.

D. 1003 Liberty Ln. looking east from Bonforte Blvd.

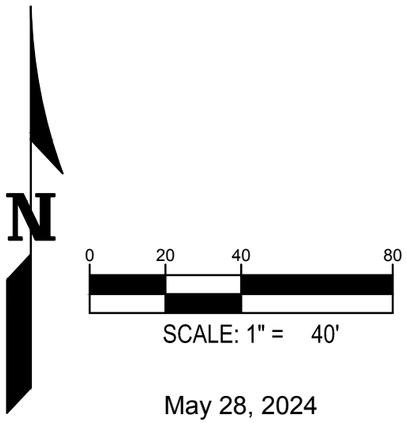
ARCHWAY COMMUNITIES
1003 LIBERTY LANE COMPREHENSIVE PLAN AMENDMENT

KNOW ALL MEN BY THESE PRESENTS: THAT ARCHWAY INVESTMENT CORPORATION, INC, A COLORADO NONPROFIT CORPORATION, BEING THE SOLE OWNER OF THE FOLLWING DESCRIBED TRACT OF LAND TO WIT:

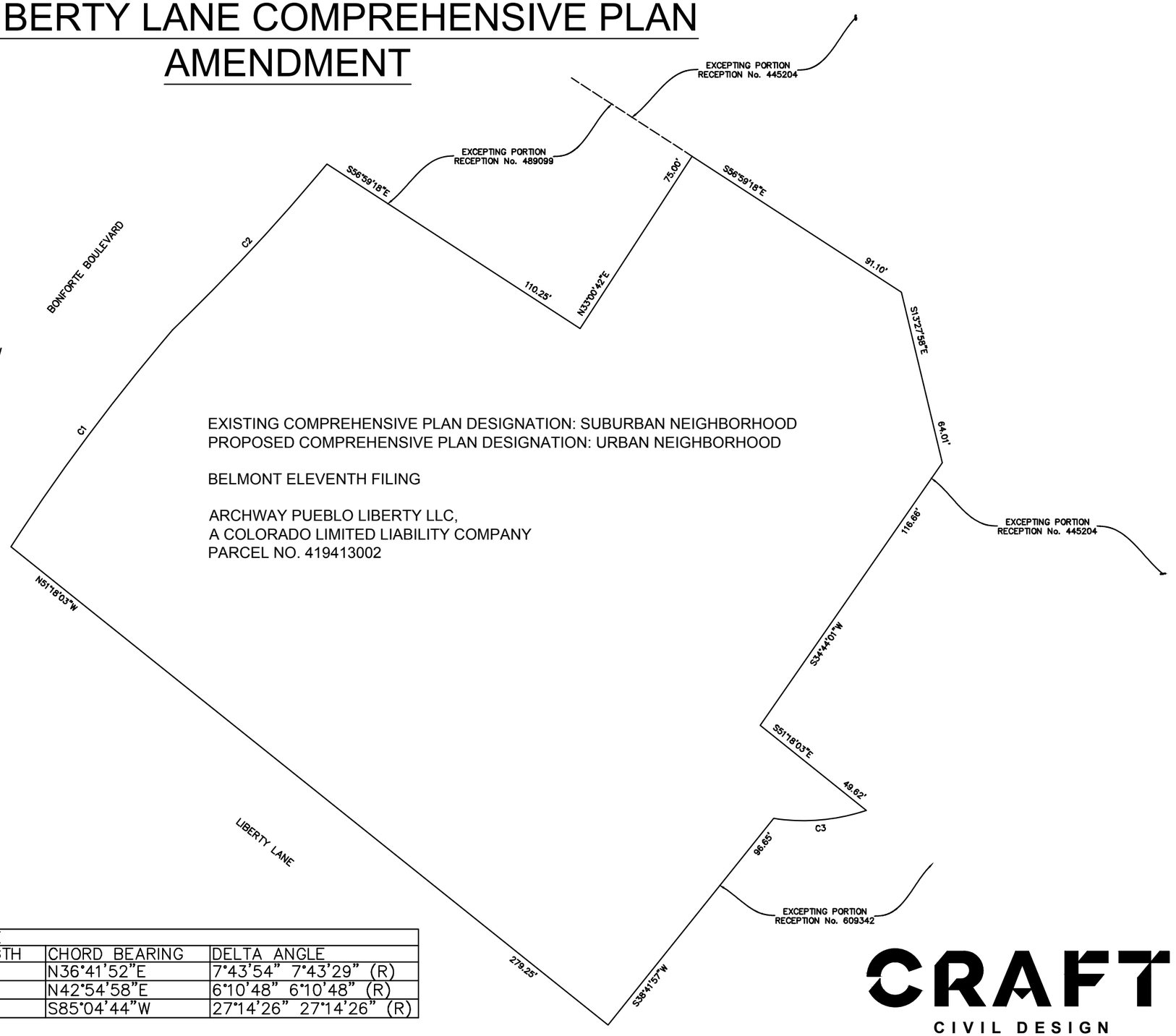
LOTS 18 TO 26 INCLUSIVE, BLOCK 27, BELMONT 11TH, AND A PORTION OF VACANT STREET ADJACENT TO LOT 18 TO 21, LESS TRACT IN #445204 (NOW BELMONT 11TH RE-PLAT) ALSO LESS 0.18 ACRES OUT OF A PORTION OF LOTS 20 & 21 TO CHAMPION HOMES OF PUEBLO INC. BY DEED #489099

ALL IN COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING A CALCULATED AREA OF X ACRES, MORE OR LESS.



May 28, 2024



EXISTING COMPREHENSIVE PLAN DESIGNATION: SUBURBAN NEIGHBORHOOD
PROPOSED COMPREHENSIVE PLAN DESIGNATION: URBAN NEIGHBORHOOD

BELMONT ELEVENTH FILING

ARCHWAY PUEBLO LIBERTY LLC,
A COLORADO LIMITED LIABILITY COMPANY
PARCEL NO. 419413002

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
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CRAFT
CIVIL DESIGN
23 LINCOLN STREET, SUITE 200
DENVER, CO 80203

KEPHART

2555 Walnut Street | Denver, CO 80205
303.832.4474 | KEPHART.com

May 29, 2024

Planning & Community Development
1 City Hall Place
Pueblo, CO 81003

RE: Archway – Liberty Lane Residential
KA#: 223118

Dear Pueblo Planning & Community Development Office,

On behalf of the applicant, Archway Communities, we are pleased to submit a rezone and comprehensive plan amendment application submittal to the City of Pueblo. The following team has been assembled to complete this application:

- Developer – Shaina Maphet - Archway Communities – 8585 W. 14th Avenue, Suite A, Lakewood, CO 80215 / Shainam@archwaycommunities.org / 720-287-7294
- Land Planner / Architect – Jeff Neulieb – KEPHART – 2555 Walnut St. Denver, CO 80205 / jeffn@kephart.com / 303-832-4474
- Civil Engineer – Dan Allen – Craft Civil – 23 Lincoln St, Ste 200 Denver, CO 80203 / dallen@craftcivil.com / 319-899-2345

Archway Communities

The mission of Archway Communities is to elevate lives by providing access to affordable housing, supportive services, and community development initiatives. By focusing on creating stable and inclusive living environments, Archway Communities aims to foster a sense of belonging and empowerment among residents. Their holistic approach integrates quality housing with essential services such as education, health, and employment support, ensuring that individuals and families not only have a place to live but also the resources they need to thrive. Dedicated to addressing the diverse needs of underserved populations, Archway Communities strives to build vibrant, sustainable communities where everyone has the opportunity to achieve their fullest potential.

Site Context

The project site, situated on the east side of Bonforte Blvd. and Liberty Lane, spans approximately 1.4 acres. Currently zoned as R-1, our intention is to seek rezoning to accommodate a 3-story walk-up style apartment building. The comprehensive plan designates the property as Suburban Neighborhood and the proposed development would require a comprehensive plan amendment. Surrounding the site are key features:

to the north lies the Williamsburg Square commercial center, while the east is bordered by a medical office and to the southeast, a single-family residence.

The primary aim of this project is to address the pressing need for more affordable housing units within Pueblo, aligning with the objectives outlined in the City's Comprehensive Plan. Specifically, Goal 1.1 emphasizes the expansion of housing options to cater to the diverse needs of residents across all demographics. Moreover, Goal 1.3 underscores the importance of both preserving and augmenting the inventory of workforce and affordable housing in the region.

We firmly believe that our proposed project not only fulfills the mandates set forth in the comprehensive plan but also enhances and builds upon them, thereby contributing positively to the overall welfare of the community.

Site History and Existing Conditions

The site is the former home of the Christ Congregational Church United Church of Christ. According to the United Church of Christ, "Christ Congregational began in the 1950s when the minister of First Congregational Church on Pueblo's south side envisioned a liberal Protestant church to serve the Christian community on the north side of town."

Designed by Elizabeth Wright Ingram, granddaughter of Frank Lloyd Wright, Christ Congregational UCC opened its doors to a new building in 1958. The church sits on land donated by Frank Bonforte, the developer of the Belmont area of Pueblo. Known for its music, hospitality, and support of local charities through its monthly "Noisy Offering" program, Christ Congregational UCC is a multi-generational church with a small but strong and growing congregation.

The church currently sits vacant, and it is the applicant's intent to preserve and honor the architectural history of the church and incorporate its spaces into the essence of the community. By integrating the historic elements of the church into the new development, the project aims to create a harmonious blend of the old and the new, maintaining a connection to the site's rich heritage while addressing the contemporary need for affordable housing. This approach not only respects the legacy of the Christ Congregational Church but also enhances the cultural and historical fabric of the neighborhood, fostering a sense of continuity and community pride.

Site Plan

The Liberty Lane site plan features two 12-unit buildings, designed as three-story walk-up style apartment structures. To the south of the apartment buildings stands a preserved church, originally designed by Elizabeth Wright Ingram, granddaughter of Frank Lloyd Wright. This historic church will be repurposed into a community clubhouse, a design choice made to honor the architectural history of the site while ensuring harmonious

integration with the existing context. Access to the site is provided via two primary entrances from Liberty Lane: the first offers convenient parking for Building One, and the second provides parking for the clubhouse and Building Two. A secondary access point is planned for the east parcel to meet various fire department requirements for the proposed building type. Additionally, a central amenity area to the south of the church along Liberty Lane Street frontage will provide residents with spaces for both active and passive recreation.

The proposed development will complement the existing commercial and single-family neighborhood character. By utilizing appropriate architectural styles, building materials, and landscaping, the new development will seamlessly integrate with the surrounding area's aesthetic, enhancing the overall neighborhood appeal.

Page 22 of the Pueblo Regional Comprehensive Plan emphasizes the critical need for affordable housing within the community. The plan specifically highlights a significant demand for below market rate one to three-bedroom units, targeting essential demographics such as single-parent households, the elderly, and workers in the service and restaurant industries. In response to this identified need, this project aims to offer a diverse mix of one and two-bedroom units. These units will be made accessible to households earning between 30% and 80% of the Area Median Income (AMI), ensuring that a broad spectrum of the community can benefit from affordable housing options. The strategic provision of these units is designed to foster an inclusive and supportive community environment, addressing both current housing shortages and future demographic trends.

Rezone & Comprehensive Plan Request

The site is currently zoned R-1 under the Pueblo Zoning Map, which primarily permits single-family detached structures. To facilitate the development of affordable multi-family housing, the applicant seeks to rezone the property to R-5. This rezoning will align the site's designation with the surrounding context, as it is predominantly bordered by R-5 zoning to the north, east, and west of the subject parcel. Additionally, O-1 and R-2 zoning designations border small portions of the property to the southeast and west. By rezoning the property to R-5, the project will seamlessly integrate with the existing zoning framework of the surrounding areas, promoting cohesive urban development and supporting the city's objectives for increasing affordable housing availability. This change will not only harmonize the site with its neighboring parcels but also enhance the potential for creating a vibrant, multi-family residential community that addresses the pressing need for diverse and affordable housing options in Pueblo.

The site is currently designated as Suburban Neighborhood, primarily supporting single-family detached homes with a density range of 2 to 5 dwelling units per acre. The proposed development does not fit within this existing designation, so a comprehensive plan amendment is requested to change the designation to Urban Neighborhood. This change

would accommodate small-scale multi-family development within a centrally-located neighborhood in the City of Pueblo, allowing for a mix of housing types as emphasized on page 110 of the Pueblo Regional Comprehensive Plan. The Urban Neighborhood designation suggests a residential density of 6 to 16 dwelling units per acre, but higher densities may be permissible in some locations. We are proposing a higher density to provide the highly desired affordable housing outlined in the comprehensive plan.

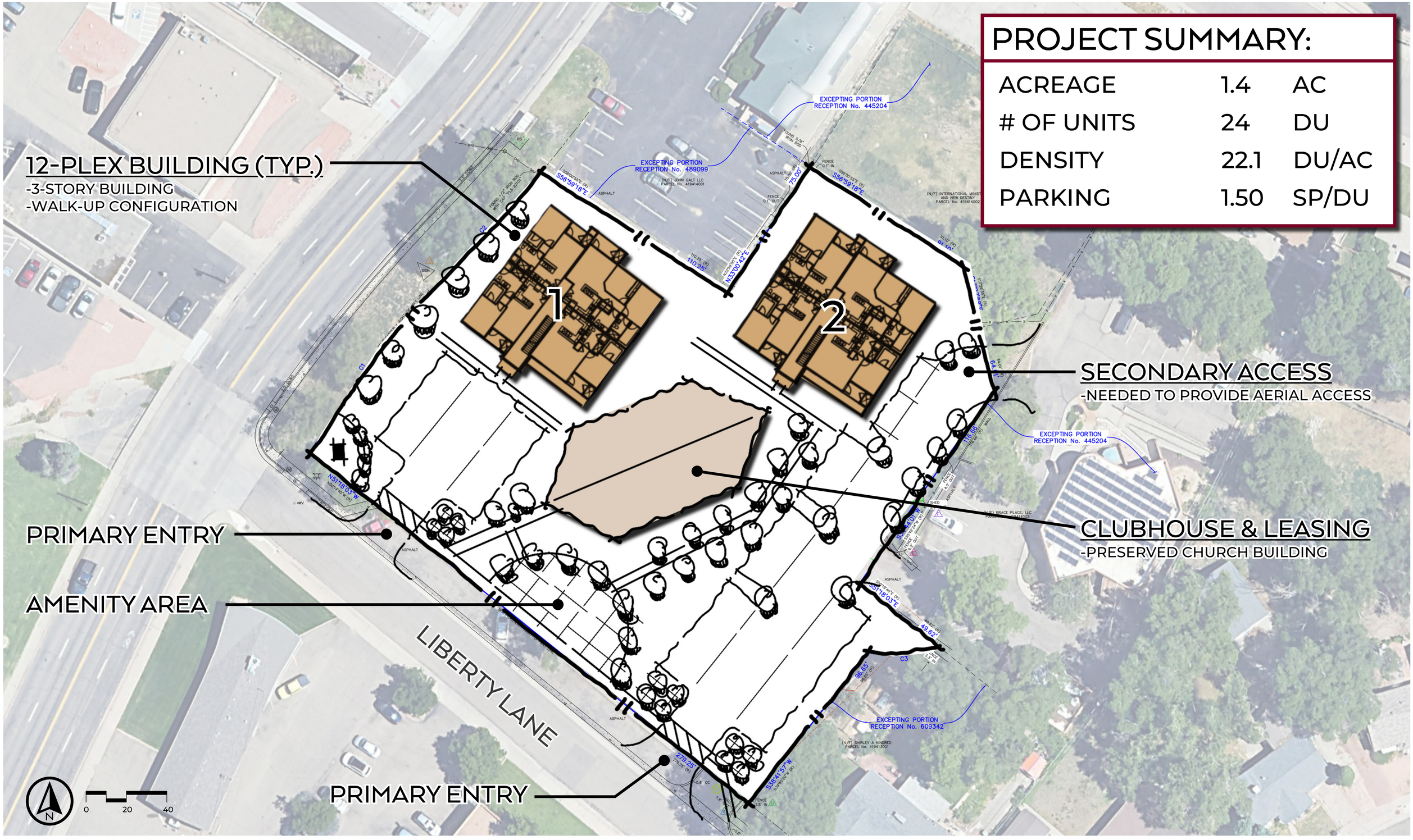
Pueblo, like many growing cities, faces challenges in providing adequate and affordable housing for its residents. The proposed rezoning aligns with city goals to increase the affordable housing stock, addressing the needs of low- and moderate-income families. This fits into broader housing strategies and comprehensive plans aiming to ensure housing affordability and accessibility for all citizens. Creating affordable multi-family housing helps alleviate the housing burden on low- and middle-income families, offering them more accessible and suitable living arrangements.

Rezoning to accommodate multi-family residential units introduces a variety of housing options to the community, attracting a wider range of residents, including young professionals, families, and seniors. Integrating different housing types fosters a more inclusive community, encouraging interaction among residents from various economic backgrounds, and promoting social cohesion and understanding. This will lead to stronger, more vibrant communities where residents feel a sense of belonging.

Archway Communities aims to elevate lives by providing affordable housing and supportive services. Their proposed project on Bonforte Blvd. and Liberty Lane, a 1.4-acre site currently zoned R-1, seeks rezoning to R-5 to facilitate a three-story walk-up apartment building. The site, formerly Christ Congregational Church designed by Elizabeth Wright Ingram, will preserve the church as a community clubhouse, blending historical architecture with new development. Addressing the critical need for affordable housing in Pueblo, the project offers one and two-bedroom units for households earning 30% to 80% of the Area Median Income (AMI). A comprehensive plan amendment to Urban Neighborhood is requested to support this development, which aligns with Pueblo's goals to increase affordable housing and create a diverse, inclusive community.

Sincerely,

Jeff Neulieb
KEPHART



PROJECT SUMMARY:

ACREAGE	1.4	AC
# OF UNITS	24	DU
DENSITY	22.1	DU/AC
PARKING	1.50	SP/DU

ARCHWAY LIBERTY LANE APTS.

PUEBLO, COLORADO
CONCEPTUAL SITE PLAN | KA#223118 | DATE 04/29/2024

ARCHWAY COMMUNITIES

KEPHART

LP 01

July 30, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Jeff Neulieb, Archway Pueblo Liberty, LLC for the recommendation of the following applications generally located east of Bonforte Blvd. and north of Liberty Lane.

Z-24-11: Rezone 1003 Liberty Lane, 1.47 acres from R-1, Single Family Residential to R-5, Multiple Residential and Office District.

CP-24-01: Amend the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for 1003 Liberty Lane, 1.47 acres. The applicant is requesting to change the future land use designation from Suburban Neighborhood to Urban Neighborhood.

The Planning and Zoning Commission meeting will be held on August 14, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission 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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Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

Your Source Public Notices for the latest...
Your Source Public Notices for the latest...

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Submitted July 25, 2024
Published July 30, 2024

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 14th day of August, 2024 in the **City Council Chambers**, 1 City Hall Place, the Planning and Zoning Commission of Pueblo will hold a hearing for the following:

CP-24-01: A request to amend the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for the property located at 1003 Liberty Lane, 1.47 acres. The applicant is requesting to change the future land use designation from Suburban Neighborhood to Urban Neighborhood.

A draft of the proposed amendment will be posted on https://www.pueblo.us/151/Planning-Zoning-Commission under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will available for viewing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendment. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed amendment will be considered by City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.

Scott Hobson

Scott Hobson
Administrative Official
(719) 553-2255

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 TO REZONE APPROXIMATELY 1.4-ACRES LOCATED AT 1003 LIBERTY LANE FROM R-1, SINGLE-FAMILY ZONE DISTRICT TO R-5, MIXED RESIDENTIAL AND OFFICE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately 1.4-acres from R-1, Single-Family Residential Zone District to R-5, Mixed Residential and Office Zone District to facilitate the development of two affordable multifamily residential structures and repurpose the existing church as a leasing office and community clubhouse.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting amend the Pueblo Regional Comprehensive Plan's future land use designation of Suburban Neighborhood to Urban Neighborhood (CP-24-01).

BACKGROUND:

Archway Communities owns the property located at 1003 Liberty Lane and they plan to develop two multifamily residential structures along the northern and western property lines and preserve the existing church, which is centrally located on the site. The subject site is located adjacent to the east side of Bonforte Boulevard, which is classified as a minor arterial roadway. According to the City's Roadway Classification and Design Standards, a minor arterial roadway provides for high-capacity traffic and the connection of neighborhoods. According to the City's design standards, mixed-use development is appropriate adjacent to a minor arterial roadway. Commercial and professional offices exist to the north, east, west, and south of the site. Three-story multifamily residential uses are located to the northwest of the site, and one single-family residential structure sits adjacent to the southeast corner of the site. The surrounding neighborhood is considered a mixed-use neighborhood containing a mixture of multifamily residential uses, non-residential uses, and one single-family

residential use in the immediate neighborhood. Due to its location and surrounding development, the R-1 zoning appears to be unsuitable and detrimental to future redevelopment efforts of this site. Rezoning to an R-5 Zone District will facilitate the development of two, three-story multifamily residential structures, containing a combined total of 24 one- and two-bedroom dwelling units for households that earn 30-80 percent Area Median Income (AMI). The applicants intend to repurpose the architecturally significant 1950's church into a community clubhouse offering support services, which will bring life back to a site that has fallen into disrepair since the closure of the Christ Congregational Church.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 14, 2024 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the 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-24-11 Combined Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 1.4-ACRES LOCATED AT 1003 LIBERTY LANE FROM R-1, SINGLE-FAMILY ZONE DISTRICT TO R-5, MIXED RESIDENTIAL AND OFFICE 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 R-1, Single-Family Residential Zone District to R-5, Mixed Residential and Office Zone District:

LOTS 18 TO 26 INCLUSIVE, BLOCK 27, BELMONT 11TH, AND A PORTION OF VACANT STREET ADJACENT TO LOT 18 TO 21, LESS TRACT IN #445204 (NOW BELMONT 11TH RE-PLAT) ALSO LESS 0.18 ACRES OUT OF A PORTION OF LOTS 20 & 21 TO CHAMPION HOMES OF PUEBLO INC. BY DEED #48909

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

ARCHWAY COMMUNITIES
1003 LIBERTY LANE ZONING MAP AMENDMENT

KNOW ALL MEN BY THESE PRESENTS: THAT ARCHWAY INVESTMENT CORPORATION, INC, A COLORADO NONPROFIT CORPORATION, BEING THE SOLE OWNER OF THE FOLLWING DESCRIBED TRACT OF LAND TO WIT:

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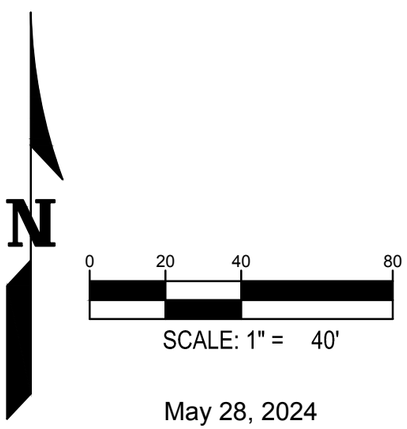
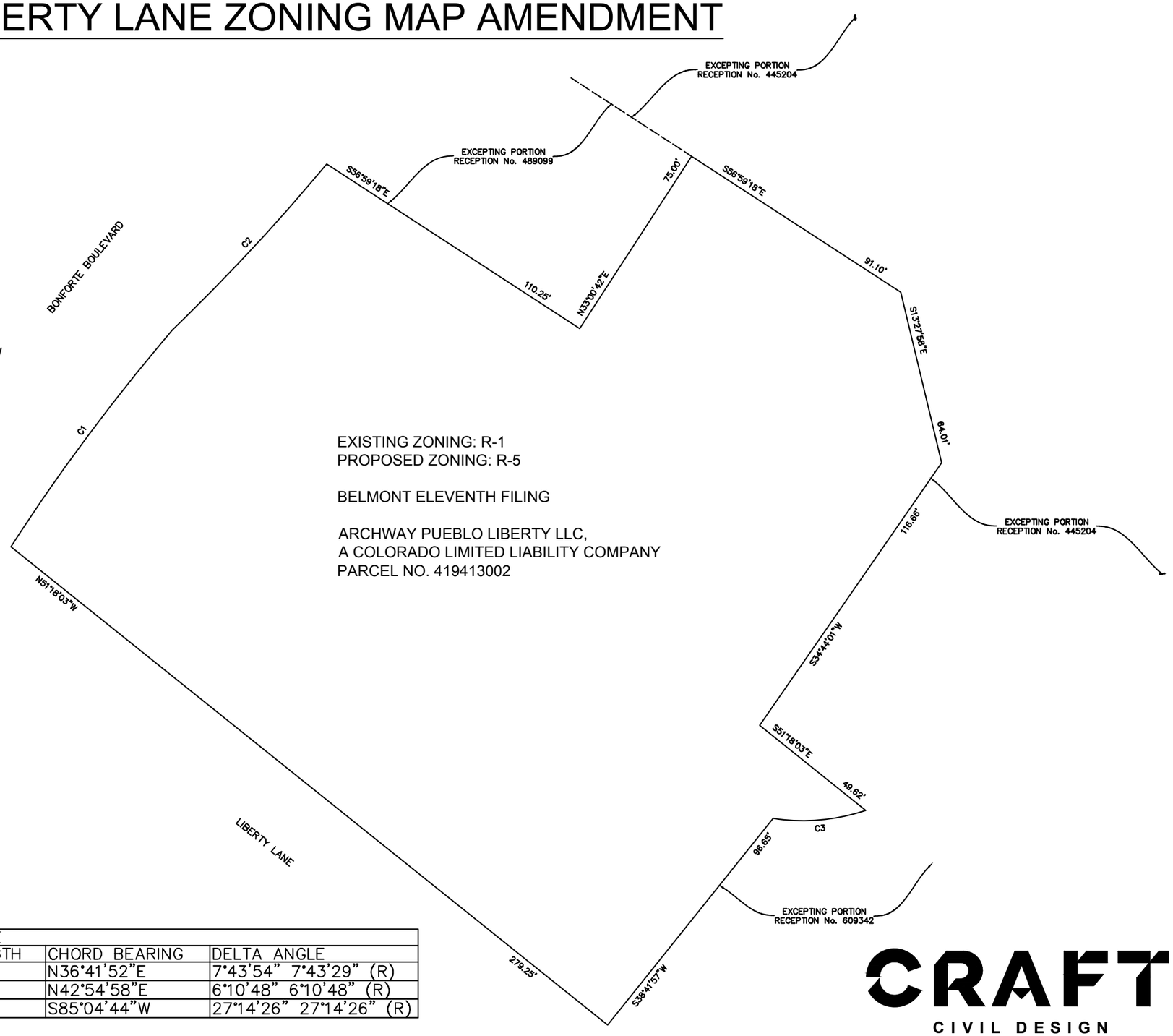
ALL IN COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING A CALCULATED AREA OF X ACRES, MORE OR LESS.



SCALE: 1" = 40'

May 28, 2024



EXISTING ZONING: R-1
PROPOSED ZONING: R-5

BELMONT ELEVENTH FILING

ARCHWAY PUEBLO LIBERTY LLC,
A COLORADO LIMITED LIABILITY COMPANY
PARCEL NO. 419413002

CURVE TABLE					
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C3	72.00' 72.00' (R)	34.23' 34.23' (R)	33.91'	S85°04'44"W	27°14'26" 27°14'26" (R)

CRAFT
CIVIL DESIGN
23 LINCOLN STREET, SUITE 200
DENVER, CO 80203

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday August 14, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Regina Maestri, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Mikaylin Hackle, Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Public Hearings:

2. Z-24-11 Rezone: 1003 Liberty Lane, 1.47 acres from R-1, Single Family Residential to R-5, Multiple Residential and Office District. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant Jeff Neulieb, Kephart, Land Planner, Architect, was sworn in and spoke in support of the application. No one appeared in opposition

Commission Action: Bailey moved to recommend the application to City Council condition, seconded by Maestri.

Motion Passed: - 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-24-11

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	August 14, 2024
SUBJECT:	Rezone 1.4 acres from R-1, Single-Family Residential to R-5, Mixed Residential and Office District
APPLICANT:	Jeff Neulieb, Archway Pueblo Liberty, LLC
PROPERTY OWNER:	Archway Pueblo Liberty, LLC
LOCATION:	1003 Liberty Lane
RELATED CASES:	CP-24-01, amend the Pueblo Regional Comprehensive Future Land Use designation of Suburban Neighborhood to Urban Neighborhood.

REQUEST:
The applicant is requesting to rezone 1.4 acres, from R-1, Single Family Residential, to R-5, Mixed Residential and Office to facilitate the development of two affordable multifamily residential structures and repurpose the existing church as a leasing office and community clubhouse.

BACKGROUND AND ANALYSIS:

Archway Communities owns the property located at 1003 Liberty Lane and they plan to develop two multifamily residential structures along the northern and western property lines and preserve the existing church, which is centrally located on the site. According to the applicant, the church structure will be redeveloped as a leasing office and community clubhouse. In the 1950's, the site was donated to the Christ Congregational Church by Frank Bonforte, the developer of the post-World War II Belmont Neighborhood. The church was designed by Elizabeth Wright Ingram, granddaughter of Frank Lloyd Wright and opened as the Christ Congregational Church in 1958. The church is not currently on the City's historic register of local landmarks; however, it does meet the criteria for special architectural and geographic significance. Regardless of the church's historic designation, the applicants intend to "preserve and honor the architectural history of the church and incorporate its spaces into the essence of the community."

The subject site is located adjacent to the east side of Bonforte Blvd., which is classified as a minor arterial roadway. According to the City's Roadway Classification and Design Standards, a minor arterial roadway provides for high-capacity traffic and the connection of neighborhoods. According to the City's design standards, mixed-use development is appropriate adjacent to a minor arterial roadway. Commercial and professional offices exist to the north, east, west, and south of the site. Three-story multifamily residential uses are located to the northwest of the site, and one single-family residential structure sits adjacent to the southeast

corner of the site. The surrounding neighborhood is considered a mixed-use neighborhood containing a mixture of multifamily residential uses, non-residential uses, and one single-family residential use in the immediate neighborhood. Due to its location and surrounding development, the R-1 zoning appears to be unsuitable and detrimental to future redevelopment efforts of this site. Rezoning to a R-5 Zone District will facilitate the development of two, three-story multifamily residential structures, containing a combined total of 24 one- and two-bedroom dwelling units for households that earn 30-80 percent Area Median Income (AMI). The applicants intend to repurpose the architecturally significant 1950's church into a community clubhouse offering support services, which will bring life back to a site that has fallen into disrepair since the closure of the Christ Congregational Church.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character: The site is currently developed with an architecturally modern church, architecturally compatible accessory structure, paved parking lot, and large turf lawn.

Neighborhood Compatibility:

North	R-5, Zone District, developed with a multi-tenant office structure containing a realty office, tax service, and barber shop.
East	R-5, Zone District, developed with an orthodontist office and R-1, Zone District, developed with a single-family residential unit.
South	O-1, Zone District, developed with a dentist office and R-5, developed with a dentist office.
West	R-5, Zone District, developed with two commercial structures, housing a driving academy and rehabilitation services; and two multifamily residential structures.

COMPREHENSIVE PLAN:

With the approval of the Pueblo Regional Comprehensive Plan Amendment, CP-14-01, the site is designated as an Urban Neighborhood.

According to the Comprehensive Plan, Urban Neighborhood future land use areas are characterized by a mixture of housing types including single-family homes, duplexes, small multi-family structures and accessory dwelling units. Supporting land uses include a variety of services and amenities available within the neighborhood to include neighborhood-scale commercial, retail and services. The proposed multifamily residential and community clubhouse are appropriate uses within the Urban Neighborhood 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 **The site is surrounded by R-5 zoning to the north, south, and west. Surrounding uses include professional services, personal services, and multifamily residential.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

- ❑ Comments **The zoning change facilitates redevelopment of a vacant church site and will provide 24 dwelling units as well as supportive services.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

- ❑ Comments **A tentative site plan is attached**

A statement of the proposed time schedule for beginning and completion of development.

- ❑ Comments **Project commencement is subject to CHFA Funding**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- ❑ Comments **Project funding is subject to CHFA**

RECOMMENDED ACTION:

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval of the rezone request is appropriate.

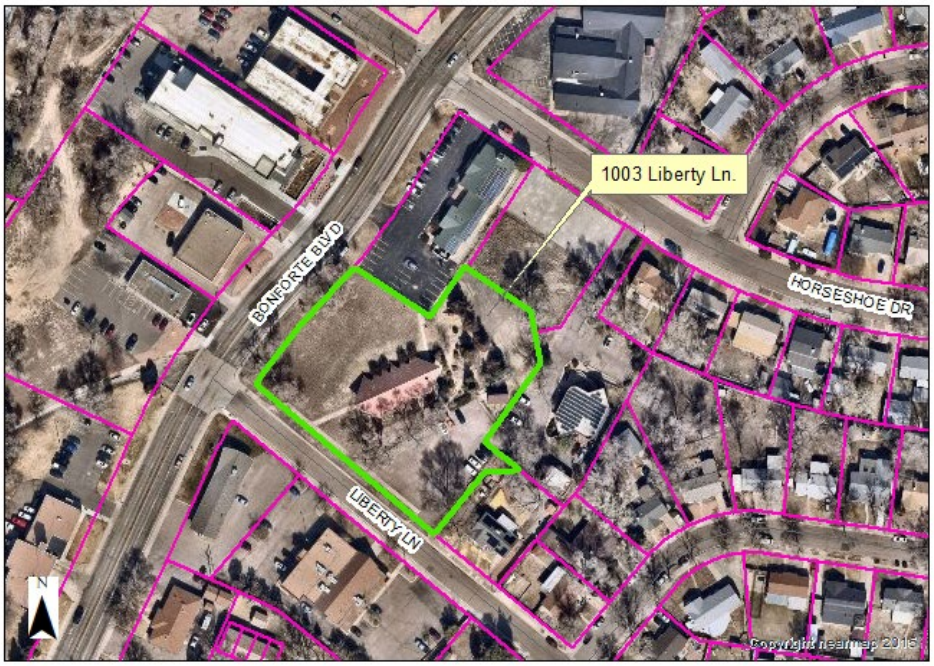
REFERRAL AGENCIES AND COMMENTS:

- 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
G. Application Narrative
H. Tentative Site Plan
I. Transportation Analysis



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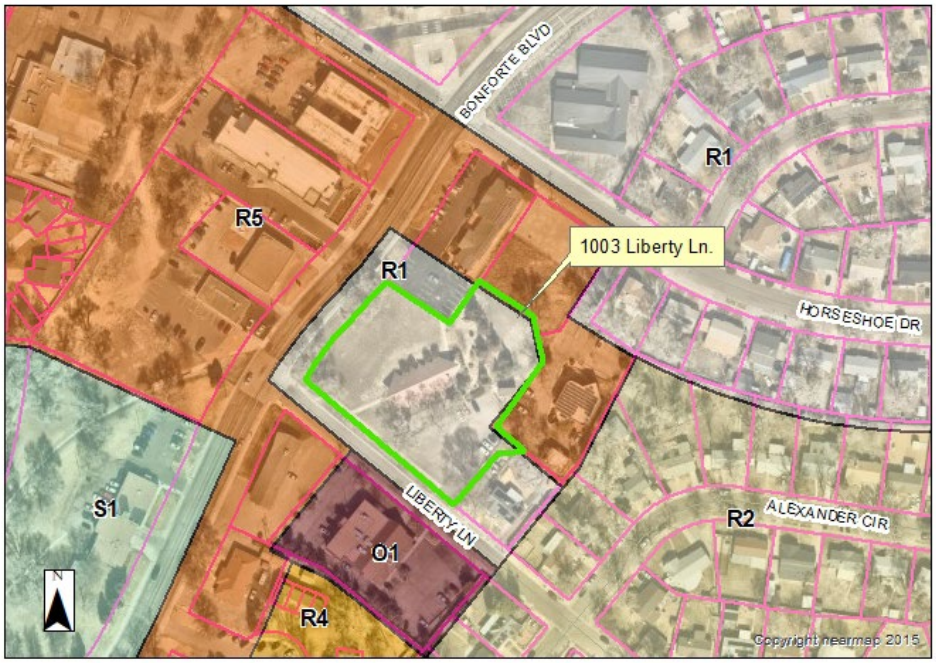

B. Zoning

C. Comprehensive Plan

D. Public Notice

D. 1003 Liberty Ln. looking northeast from Liberty Ln.

D. 1003 Liberty Ln. looking north from the intersection of Liberty Ln. and Bonforte Blvd.

D. 1003 Liberty Ln. looking east from Bonforte Blvd.

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Shaina Maphet	
Company: Archway Communities	
Address: 8585 w. 14th Ave., Ste. A. Lakewood, CO	Zip: 80228
Phone: ( )720-287-7294	Email: shainam@archwaycommunitires.org
Applicant	
Name: Jeff Neulieb	
Company: KEPHART	
Address: 2555 Walnut Street Denver, CO	Zip: 80205
Phone: ( )303-832-4474	Email: jeffn@kephart.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ( )	Email:
*The **applicant** will be the primary contact unless otherwise noted.*	
Project Location: 1003 Liberty Lane Pueblo, CO 81001 (address or general description)	
Parcel# 419423002	
Legal Description: See Legal Description Word Document	
Subdivision:	Acreage: 1.4 Acres
Existing Zone District: R-1	**Proposed Zone District:** R-5

7-29-20

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify):_____

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

See Letter of Introduction.

Description of area surrounding proposed development:

See Letter of Introduction.

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.

See Letter of Introduction.

☑ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: TBD / subject to CHFA Funding

Estimated date for completion of project: TBD / subject to CHFA Funding

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

See Letter of Introduction.

☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only

Zoning Compliance (Completed by City Staff)	
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐ Approved w/conditions	

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner		
Print Name:	Sebastian Corradino	
Signature:	Sebastian Corradino	Date: 5/28/24
Applicant, if different from Property Owner		
Print Name:	Jeff Neulieb	
Signature:	Jeff Neulieb	Date: 5/29/24

7-29-20

ARCHWAY COMMUNITIES
1003 LIBERTY LANE ZONING MAP AMENDMENT

KNOW ALL MEN BY THESE PRESENTS: THAT ARCHWAY INVESTMENT CORPORATION, INC, A COLORADO NONPROFIT CORPORATION, BEING THE SOLE OWNER OF THE FOLLWING DESCRIBED TRACT OF LAND TO WIT:

LOTS 18 TO 26 INCLUSIVE, BLOCK 27, BELMONT 11TH, AND A PORTION OF VACANT STREET ADJACENT TO LOT 18 TO 21, LESS TRACT IN #445204 (NOW BELMONT 11TH RE-PLAT) ALSO LESS 0.18 ACRES OUT OF A PORTION OF LOTS 20 & 21 TO CHAMPION HOMES OF PUEBLO INC. BY DEED #489099

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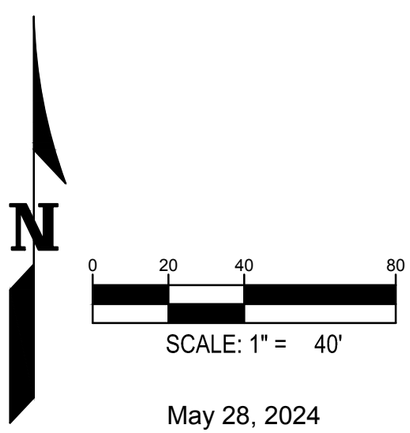

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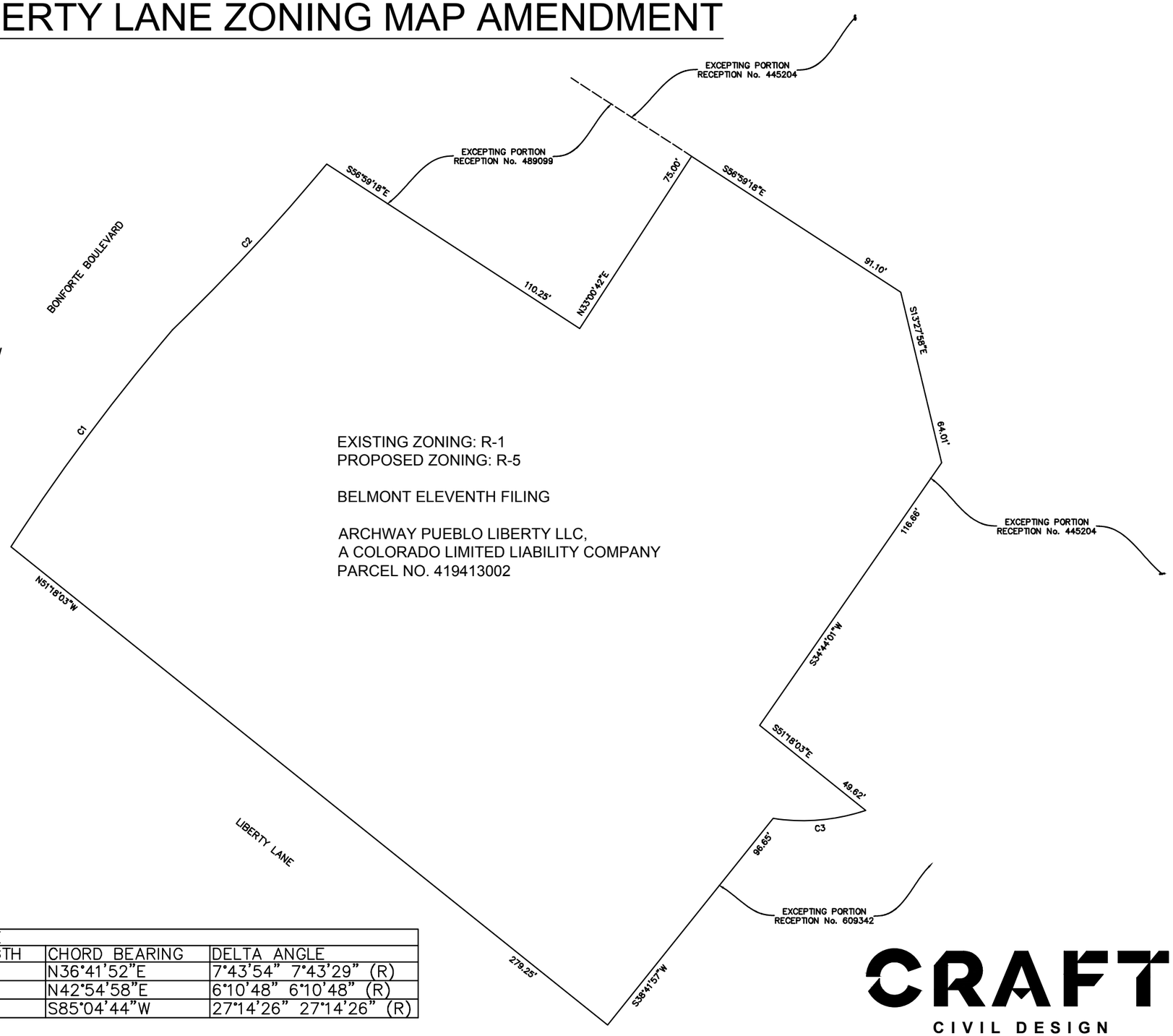
May 28, 2024



EXISTING ZONING: R-1
PROPOSED ZONING: R-5

BELMONT ELEVENTH FILING

ARCHWAY PUEBLO LIBERTY LLC,
A COLORADO LIMITED LIABILITY COMPANY
PARCEL NO. 419413002

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CRAFT
CIVIL DESIGN
23 LINCOLN STREET, SUITE 200
DENVER, CO 80203

PROJECT SUMMARY:

ACREAGE	1.4	AC
# OF UNITS	24	DU
DENSITY	22.1	DU/AC
PARKING	1.50	SP/DU

12-PLEX BUILDING (TYP.)
-3-STORY BUILDING
-WALK-UP CONFIGURATION

SECONDARY ACCESS
-NEEDED TO PROVIDE AERIAL ACCESS

CLUBHOUSE & LEASING
-PRESERVED CHURCH BUILDING

PRIMARY ENTRY

AMENITY AREA

PRIMARY ENTRY

LIBERTY LANE

N

0 20 40

ARCHWAY LIBERTY LANE APTS.

PUEBLO, COLORADO
CONCEPTUAL SITE PLAN | KA#223118 | DATE 04/29/2024

ARCHWAY COMMUNITIES

KEPHART

LP
01

MEMORANDUM

To: City of Pueblo Planning and Development Services

From: Cassie Slade, PE, PTOE

Date: May 22, 2024

Project: Liberty Lane Affordable Housing – Pueblo, CO

Subject: Trip Generation Letter

The Fox Tuttle Transportation Group (Fox Tuttle) has completed a preliminary transportation analysis for the proposed construction of an affordable housing project, located in the northeast corner of Bonforte Boulevard and Liberty Lane in Pueblo, CO. The project proposes to construct 24 units (within two buildings) on the property that was once home to a church. It is understood that the church building will be preserved and repurposed as a clubhouse and leasing office. The purpose of this traffic narrative is to summarize the anticipated level of traffic and travel routes associated with the affordable housing project on Liberty Lane. A full traffic study will be conducted over the next month and the report will be provided to the City of Pueblo once complete.

Existing and Proposed Access

The church currently has one access on Liberty Lane that will continue to be utilized with the housing project. In addition, the conceptual plan shows another primary, full movement access on Liberty Lane and a secondary access to the neighboring property (northeast) that has direct access to Horseshoe Drive. These provide full movement with side-street stop-control.

Data Collection Plan

For the purpose of the full traffic study, it is proposed that traffic, pedestrian, and bicycle counts be collected for the weekday AM and PM peak periods at the following existing intersections:

- Bonforte Boulevard at Liberty Lane
- Liberty Lane at Existing Access
- Horseshoe Drive at Existing Access
- US 50 at Bonforte Boulevard

Additionally, two (2) roadway counts will be collected for 24 hours during a weekday: one on Liberty Lane east of Bonforte Boulevard and one on Bonforte Boulevard north of US 50.

Trip Generation

To establish the volume of trips associated with the proposed expansion of the Liberty Lane affordable housing project, the data contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Handbook and Manual (11th Edition)* was applied for the most applicable land use category. **Table 1** provides the trip generation estimate for the 24 apartments. For conservative purposes, there were no adjustments made for multi-modal users or internal capture.

Table 1 – Trip Generation

Land Use	Size	Unit	Average Daily Trips				AM Peak Hour Trips				PM Peak Hour Trips			
			Rate	Total	In	Out	Rate	Total	In	Out	Rate	Total	In	Out
ITE #223: Affordable Housing	24	DU	4.81	115	58	57	0.50	12	3	9	0.50	12	7	5

Source: ITE Trip Generation Manual and Handbook, 11th Edition, 2021.

It was estimated that the proposed housing project on Liberty Lane will generate up to 115 daily trips with 12 trips during the AM peak hour and 12 trips in the PM peak hour.

Trip Distribution

The estimated trip volumes were distributed based on existing traffic characteristics, land uses, and traffic patterns in the area. The overall assumed distribution percentages are listed below:

- 15% to/from the north via Horseshoe Drive to Jerry Murphy Road
- 5% to/from the north via Bonforte Boulevard
- 5% to/from the south via Bonforte Boulevard/Hudson Avenue
- 40% to/from the west via US 50
- 30% to/from the east via US 50
- 5% to/from east via Liberty Lane

Conclusions

It is anticipated that the existing roadway network, intersections, and access can accommodate the traffic for the proposed Liberty Lane housing project. Data collection and additional analysis will be provided in a full traffic study. **A full traffic study will be conducted over the next month and the report will be provided to the City of Pueblo once complete.** I hope that the contents of this memorandum are helpful to you. If you have any questions, please feel free to give me a call.

Sincerely,
FOX TUTTLE TRANSPORTATION GROUP, LLC

Cassie Slade, PE, PTOE
Principal

July 30, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Jeff Neulieb, Archway Pueblo Liberty, LLC for the recommendation of the following applications generally located east of Bonforte Blvd. and north of Liberty Lane.

Z-24-11: Rezone 1003 Liberty Lane, 1.47 acres from R-1, Single Family Residential to R-5, Multiple Residential and Office District.

CP-24-01: Amend the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for 1003 Liberty Lane, 1.47 acres. The applicant is requesting to change the future land use designation from Suburban Neighborhood to Urban Neighborhood.

The Planning and Zoning Commission meeting will be held on August 14, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission 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

July 30, 2024

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Z-24-11: Rezone 1003 Liberty Lane, 1.47 acres from R-1, Single Family Residential to R-5, Multiple Residential and Office District.

CP-24-01: Amend the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for 1003 Liberty Lane, 1.47 acres. The applicant is requesting to change the future land use designation from Suburban Neighborhood to Urban Neighborhood.

The Planning and Zoning Commission meeting will be held on August 14, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission 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

CASE NUMBER: Z-24-11

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 1003 Liberty 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.

June 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

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 1003 Liberty Lane. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
MARTINEZ PATRICE/SEABRON FELICIA	1000 ALEXANDER CIR	PUEBLO	CO	81001-2017
PACHECO JOSEPH	1001 ALEXANDER CIR	PUEBLO	CO	81001-2016
PENA RICHARD L/ PENA ALISSA LEE	1004 ALEXANDER CIR	PUEBLO	CO	81001-2017
YARN MARY E	1005 ALEXANDER CIR	PUEBLO	CO	81001-2016
GONZALES DAISY A TRUST / HARRISON	1008 ALEXANDER CIR	PUEBLO	CO	81001-2017
BISHOP OF PUEBLO	101 N GREENWOOD ST	PUEBLO	CO	81003-3164
DURAN FRANK / DURAN GERALDINE	1012 ALEXANDER CIR	PUEBLO	CO	81001-2017
KINDRED SHIRLEY A	1025 LIBERTY LN	PUEBLO	CO	81001-2038
CHAVEZ GREG T/CHAVEZ KRISTEN J	1433 CAMINO DE LOS RAN	PUEBLO W	CO	81007-2085
LINDELOF RODNEY MELVIN	1530 BONFORTE BLVD	PUEBLO	CO	81001-1601
CROSSROADS TURNING POINTS INC	1530 W 17TH ST	PUEBLO	CO	81003-1558
MCLEOD TYLER	1540 BONFORTE BLVD	PUEBLO	CO	81001-1601
TRUJILLO DAVID L	1552 BONFORTE BLVD	PUEBLO	CO	81001-1601
SALAZAR TONY/SALAZAR MARY	1631 HORSESHOE DR	PUEBLO	CO	81001-2033
SOLIS ARTHUR JR	1635 HORSESHOE DR	PUEBLO	CO	81001-2033
ZAMECKI DAVID M/ZAMECKI DIANE L	1637 HORSESHOE DR	PUEBLO	CO	81001-2033
BRACE PLACE, LLC	1641 HORSESHOE DR	PUEBLO	CO	81001-2033
INTERNATIONAL MINISTRIES NEW DESTIN	1702 BONFORTE BLVD	PUEBLO	CO	81001-1761
FUENTES BETTY L	1736 JERRY MURPHY RD	PUEBLO	CO	81001-1538
PIKE LESLIE M	1738 ALEXANDER CIR	PUEBLO	CO	81001-2004
MARTINEZ ASHLEY	1739 ALEXANDER CIR	PUEBLO	CO	81001-2003
VILLAFON RAMEDO JOHN	1740 ALEXANDER CIR	PUEBLO	CO	81001-2004
A + A PROPERTIES LTD	2 ROCKBRIDGE LN	PUEBLO	CO	81001-1332
ECKERT VICTOR JOSEPH/ECKERT COLLE	2047 SWITZER RD	SANGER	TX	76266-3506
STORAGE ONE ELIZABETH LLC	2537 S GENOA CT	AURORA	CO	80013-6291
G & L LIMITED PROPERTIES LLC	3000 8TH AVE	PUEBLO	CO	81008-1219
GROVE PATRICIA A/GROVE JOHN J	3401 MORRIS AVE	PUEBLO	CO	81008-1343
EISOLD PROPERTIES LLC	3838 BISON LN	PUEBLO	CO	81005-3082
JOHN GALT LLC	4345 THREE GRACES DR	COLORADC	CO	80904-4611
AMERICAN PROPERTY ENTERPRISES LLC	4351 LITTLE BURNT MILL R	PUEBLO	CO	81004-8734
ARCHWAY PUEBLO LIBERTY LLC	8585 W 14TH AVE STE A	LAKEWOOI	CO	80215-4860
MPCO PROPERTIES LLC	8860 LASSIE LN	SAN DIEGO	CA	92123-3028
C C M THE RIGHT PLACE LLC	901 S 70TH ST	WEST ALLIS	WI	53214-3100
HODGE DIRK C / HODGE BAILEY J	925 ALEXANDER CIR	PUEBLO	CO	81001-2014
GONZALEZ FERNANDO	928 ALEXANDER CIR	PUEBLO	CO	81001-2015
ROSALES GENA R	929 ALEXANDER CIR	PUEBLO	CO	81001-2014
RIVERA RUEBEN A / RIVERA BERNADET	930 ALEXANDER CIR	PUEBLO	CO	81001-2015
TURNER STEPHEN JR/TURNER AMANDA J	PO BOX 1175	LA PORTE	CO	80535-1175
H AND T PARTNERSHIP	PO BOX 200218	DENVER	CO	80220-0218
D I C E GROUP, LLC	PO BOX 3338	PUEBLO	CO	81005-0338

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 TO REZONE APPROXIMATELY 14.08-ACRES GENERALLY LOCATED WEST OF JERRY MURPHY ROAD AND NORTH OF BLUESTEM BOULEVARD FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT, TO S-1, GOVERNMENT USE ZONE DISTRICT

SUMMARY:

The City is requesting to rezone approximately 14.08-acres from R-2, Single Family Residential Zone District to S-1, Government Use Zone District to facilitate a two-lot subdivision and the development of Fire Station No. 8 and a future government/public use.

PREVIOUS COUNCIL ACTION:

The City is concurrently requesting site plan approval to construct the new Fire Station #8 (GU-23-07) which will replace the current Fire Station #8 and the City is also requesting to subdivide the 14.08-acres into two lots (S-23-12).

BACKGROUND:

The City is requesting to rezone 14.08-acres from R-2, Single Family Residential to S-1, Government Use, to facilitate the construction of Fire Station #8. Fire Station #8 will replace the current Fire Station located at 1551 Bonforte Boulevard. The subject property was annexed into the City in 1955 and master planned in the 1980's. The 1987 Amended University Park Master Plan identifies the subject property as park. The property was deeded to the City with Resolution 5987 in 1987; it appears that the land was deeded to the City for park development; however, the property deed and Resolution accepting the land do not specifically state, nor restrict the use of the land. Parks Director, Steven Meier, stated that the area surrounding the fire station should remain a native open park area. "The City's vision has always been to extend the trail to the north through these parcels. In addition to the rezoning, the City submitted applications for subdivision and government use site plan review for Fire Station #8.

The Fire Station No. 8 Subdivision will create two lots, the proposed Fire Station #8 will be located on Lot 1, which is 241,925 square feet. Lot 2 is 371,459 square feet and will house future government/public use. Both lots are large and can comfortably accommodate park and government use development.

The Pueblo Regional Comprehensive Plan, 2022, designates the rezoning site as Parks and Open Space. According to the Comprehensive Plan, Parks and Open Space properties are characterized by parks, open space, greenways, natural areas, lands, and facilities generally owned by public agencies. Scenic views, natural resources, and wildlife habitat should be preserved. Supporting land uses include trails, ball fields, visitor centers, and other recreational facilities. The proposed fire station is a public facility and the surrounding open space and future trail extension through Lots 1 and 2 is consistent with the Pueblo Regional Comprehensive Plan designation of Parks and Open Space and fits within the 1987 Amended University Park Master Plan's park designation.

The purpose of 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.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 13, 2024 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-23-13 Combined Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 14.08-ACRES GENERALLY LOCATED WEST OF JERRY MURPHY ROAD AND NORTH OF BLUESTEM BOULEVARD FROM R-2, SINGLE FAMILY RESIDENTIAL 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 adjace dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, hereby changed from R-2, Single Family Residential Zone District to S-1, Government Use Zone District:
A portion of the E1/2 of the E1/2 of the NW1/4 and the W1/2 of the W1/2 of the NE1/4 of Section 18, Townsh 20 South, Range 64 West of the 6th P.M. and being more particularly described as follows:

Considering the north line of the NW1/4 of Section 18, Township 20, South, Range 64 West of the 6th P.M. bear S.88°48'04"E. and all bearings herein being relative thereto. The North quarter corner of said section bei monumented with a 2 ½" Aluminum Cap with PLS 30107 and the NW corner of said section being monumente with a 2 ½" Aluminum Cap with PLS 10402.

Beginning at the North quarter corner of said Section 18; thence S.88°42'20"E. (S.89°14'53"E. Deed), along th North line of said NE1/4, a distance of 181.01 feet (180.87 feet Deed) to the West boundary line of Colleg Park Subdivision, Second Filing, according to the recorded plat thereof, filed for record May 14, 1975 in th Pueblo County Records; thence Southerly, along the Westerly boundary line of said subdivision, the followi two (2) courses:
1. S.09°43'30"E. (S.10°19'08"E. Deed/Plat), a distance of 118.90 feet;
2. Along the arc of a curve to the right whose radius is 1950.00 feet, a distance of 688.53 feet to the Northwe corner of College Park Subdivision, First Filing, according to the plat thereof, file for record November 27, 1974
Thence Southerly, along the westerly boundary line of said subdivision the following three (3) courses:
1. Along the arc of a curve to the right whose radius is 1950.00 feet, a distance of 342.02 feet; 2. S.20°33'18"W (S.19°57'40"W. Deed/Plat), a distance of 237.15 feet;
3. Along the arc of a curve to the left whose radius is 2000.00 feet, a distance of 228.06 feet to the East line of tract of land as described in Book 1812 at Page 571 of the Pueblo County records;
Thence Northerly, along said East line, the following four (4) courses:
1. N.74°19'27"W. (N.74°55'05"W. Deed), a distance of 107.49 feet;
2. N.04°38'11"E. (N.04°02'34"E. Deed), a distance of 365.26 feet;
3. N.29°22'46"W. (N.29°58'25"W. Deed), a distance of 404.77 feet;
4. N.01°47'32"E. (N.01°11'54"E. Deed), a distance of 354.58 feet to the South line of a tract of land a described in Book 1757 at Page 697 of the said county records;
Thence along the boundary of said tract of land, the following two (2) courses:
1. S.88°47'34"E. (S.89°23'12"E. Deed), a distance of 41.00 feet;
2. N.05°23'34"W. (N.05°59'12"W Deed), a distance of 484.33 feet (484.54 Deed) to the North line of said NW1/
Thence S.88°48'04"E. (S89°23"12""E. Deed), along said North line of the NW1/4, a distance of 312.13 fe (312.29 feet Deed) to the North quarter corner of said section and the Point of Beginning, County of Pueblo State of Colorado.

Containing 14.08 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 the Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

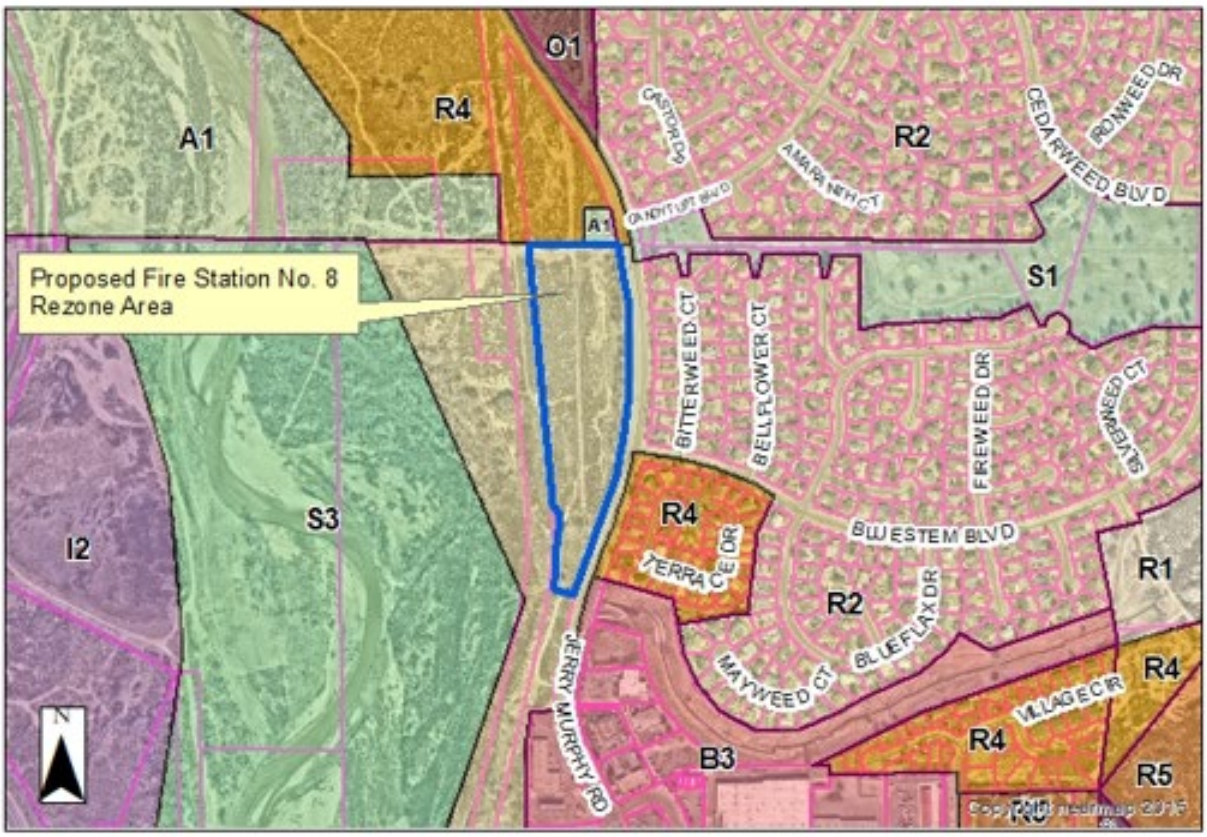
☐ Ordinance re-adopted on a vote of _____, on _____

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

_____
President of City Council

ATTEST

_____
City Clerk


O1
R4
A1
R2
CASTOR DR
AMARANTH CT
CEDARWEED BLVD
IRONWEED DR
A1
Proposed Fire Station No. 8
Rezone Area
S1
BITTERWEED CT
BELLFLOWER CT
FIREWEED DR
SILVERWEED CT
S3
I2
R4
TERRACE DR
BLUESTEM BLVD
R1
R2
BLUEFLAX DR
MAYWEED CT
R4
VILLAGE CIR
JERRY MURPHY RD
B3
R4
R5
N

B. Zoning

Suburban
Neighborhoods
AMARANTH CT
Proposed Fire Station No. 8
Rezone Area
Parks and
Open Space
Commercial
Urban
Neighborhoods
N

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, March 13, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 p.m. with Commissioner Castellucci presiding.

Commissioners Present*:* Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Roger Gomez, Alexander Aznar, Christopher Pasternak.

Commissioners Absent:

Staff Members Present*:* David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner, and Cindy Capritta, Land Use Tech.
Kelly Grisham, Project Coordinator, Public Works, Joe Martelllaro, Engineer, Public Works.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Avalos.

Motion Passed: 7-0

Public Hearing:

2. Z-23-13 Rezoning: 14.08 acres from R-2, Single-Family Residential to S-1, Government Use District to facilitate construction of Fire Station #8. Generally located west of Jerry Murphy Rd. and north of Bluestem Blvd. Staff Report by Beritt Odom, Principal Planner.

Hearing: Kelly Grisham spoke in favor of the application. No one appeared in opposition.

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

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-23-13

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	March 13, 2024
SUBJECT:	Rezone 14.08 acres from R-2, Single-Family Residential to S-1, Government Use District to facilitate construction of Fire Station #8
APPLICANT:	City of Pueblo
PROPERTY OWNER:	City of Pueblo
LOCATION:	Generally located west of Jerry Murphy Rd. and north of Bluestem Blvd.
RELATED CASES:	S-23-12, Fire Station No. 8 Subdivision GU-23-07, Development Plan review of the proposed Fire Station No. 8

REQUEST:
The City is requesting to rezone 14.08 acres, from R-2, Single Family Residential, to S-1, Government Use to facilitate a two lot subdivision and the development of Fire Station No. 8 and a future government/public use.

BACKGROUND AND ANALYSIS:

The City is requesting to rezone 14.08 acres from R-2, Single Family Residential to S-1, Government Use, to facilitate the construction of Fire Station #8. Fire Station #8 will replace the current Fire Station located at 1551 Bonforte Blvd. The Fire Department administrative office will continue to operate out of the Bonforte location; however, all firefighters will be relocated to the Jerry Murphy location. The existing station is a single-story structure with a brick façade which lacks modern amenities that are necessary for the health, safety, and welfare of the firefighters. The proposed fire station will provide facilities to isolate the truck room contaminants from the living quarters and cleaning facilities for proper decontamination. The new station will also include two full bays, a partial bay, office spaces, communal living, a kitchen, full bedrooms for multiple firefighters, private bathrooms to accommodate all genders, and a gym space to work out.

The subject property was annexed into the City in 1955 and master planned in the 1980's. The 1987 Amended University Park Master Plan identifies the subject property as park. The property was deeded to the City with Resolution 5987 in 1987; it is assumed that the land was deeded to the City for park development; however, the property deed and Resolution accepting the land do not specifically state, nor restrict the use of the land. Parks Director, Steven Meier, stated that the area surrounding the fire station should remain native open park area. "The City's vision has always been to extend the trail to the north through these parcels.

In addition to the rezoning, the City submitted applications for subdivision and government use site plan review for Fire Station #8. The Fire Station No. 8 Subdivision will create two lots, the proposed Fire Station #8 will be located on Lot 1, which is 241,925 sq. ft.. Lot 2, is 371,459 sq. ft., and will house a future government/public use. Both lots are large and can comfortably accommodate park and government use development.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character: The site is currently undeveloped.

Neighborhood Compatibility:

North	R-4, Mixed Residential District, unimproved native vegetation, and A-1, Agricultural One, improved with a Black Hills Substation.
East	R-2, Single-Family Residential, improved with single-family residences, and R-4, Mixed Residential District,
South	R-2, Single-Family Residential, unimproved native vegetation.
West	R-2, Single-Family Residential, unimproved native vegetation.

COMPREHENSIVE PLAN:

The Pueblo Regional Comprehensive Plan, 2022, designates the rezoning site as Parks and Open Space.

According to the Comprehensive Plan, Parks and Open Space properties are characterized by parks, open space, greenways, natural areas, lands, and facilities generally owned by public agencies. Scenic views, natural resources, and wildlife habitat should be preserved. Supporting land uses include trails, ball fields, visitor centers, and other recreational facilities. The proposed fire station is a public facility and the surrounding open space and future trail extension through Lots 1 and 2 is consistent with the Pueblo Regional Comprehensive Plan designation of Parks and Open Space and fits within the 1987 Amended University Park Master Plan's park 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 **The zoning change facilitates public safety enhancements.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope

and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

❑ Comments **The zoning change facilitates public safety enhancements**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

❑ Comments **A formal site plan for Fire Station #8 will be reviewed by the Planning and Zoning Commission, GU-23-06**

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:

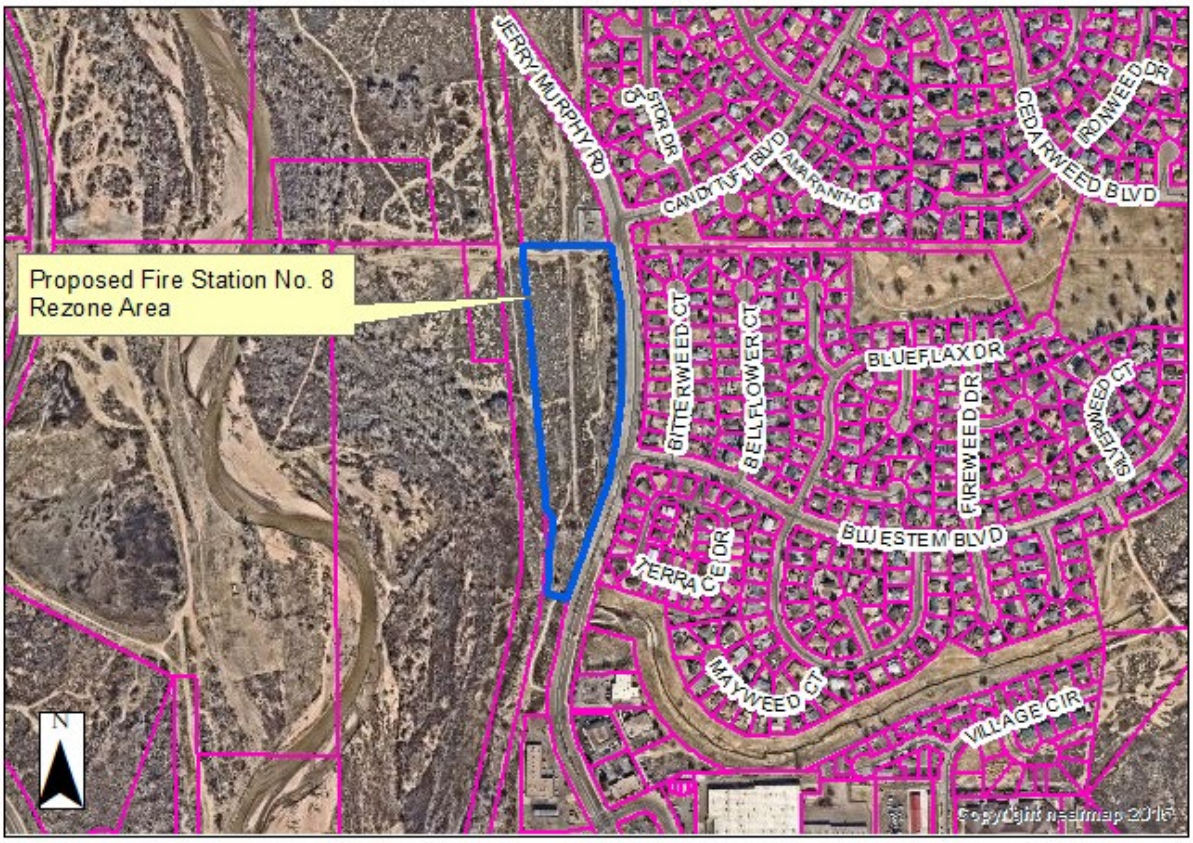
If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval is appropriate.

REFERRAL AGENCIES AND COMMENTS:

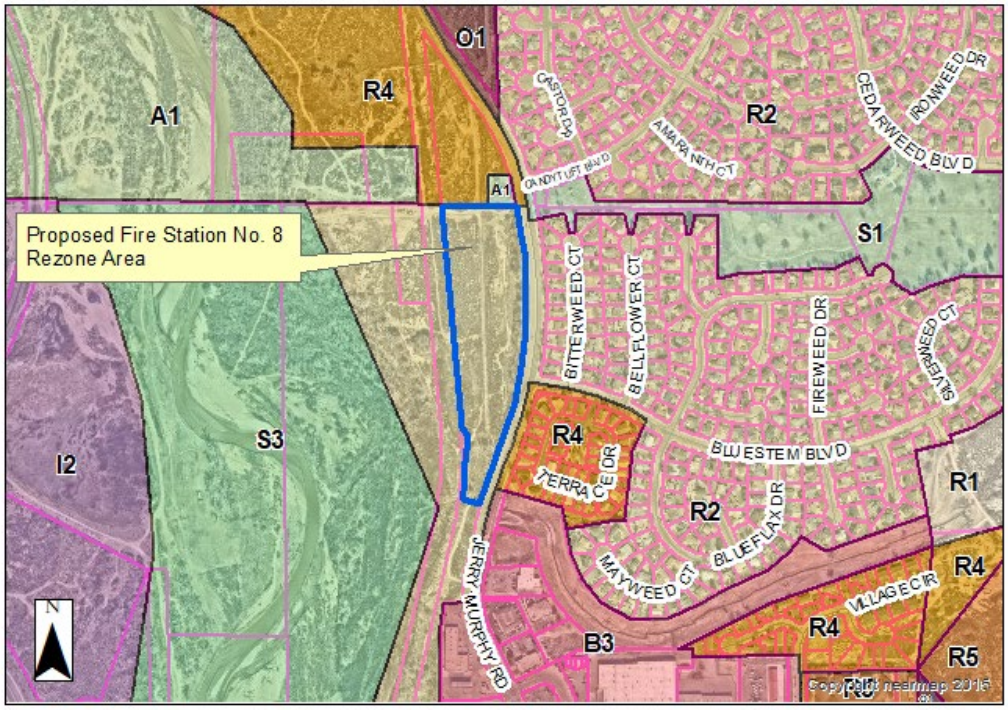
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

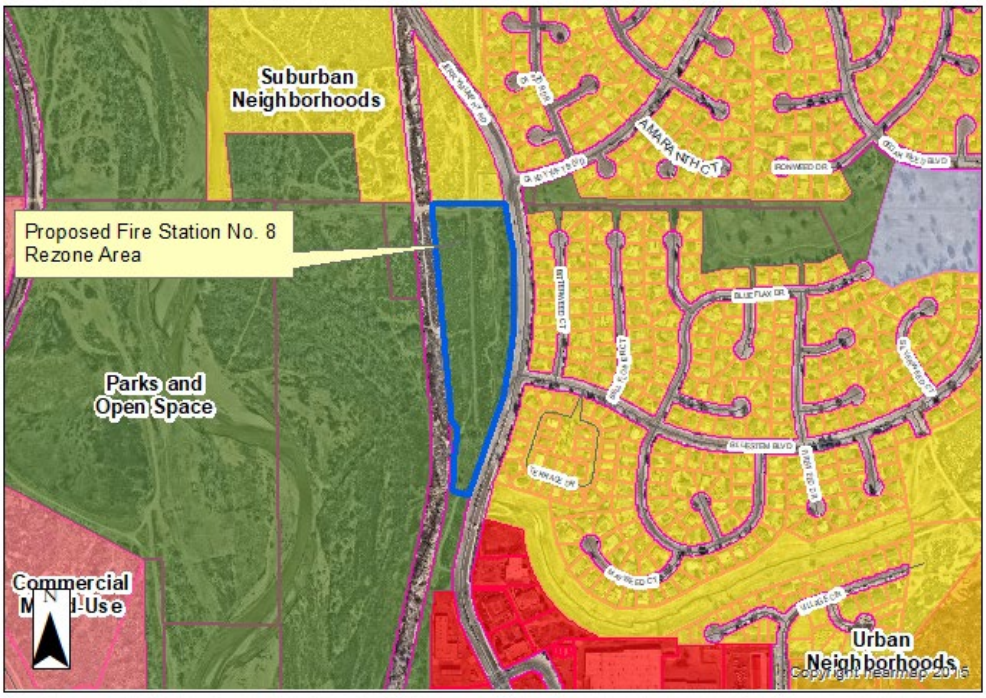
- **A. Aerial Photograph**
- **B. Zoning Map**
- **C. Comprehensive Plan Map**
- **D. Site Photographs**
- **E. Zoning Exhibit**
- **F. Application**



A. Aerial Photograph



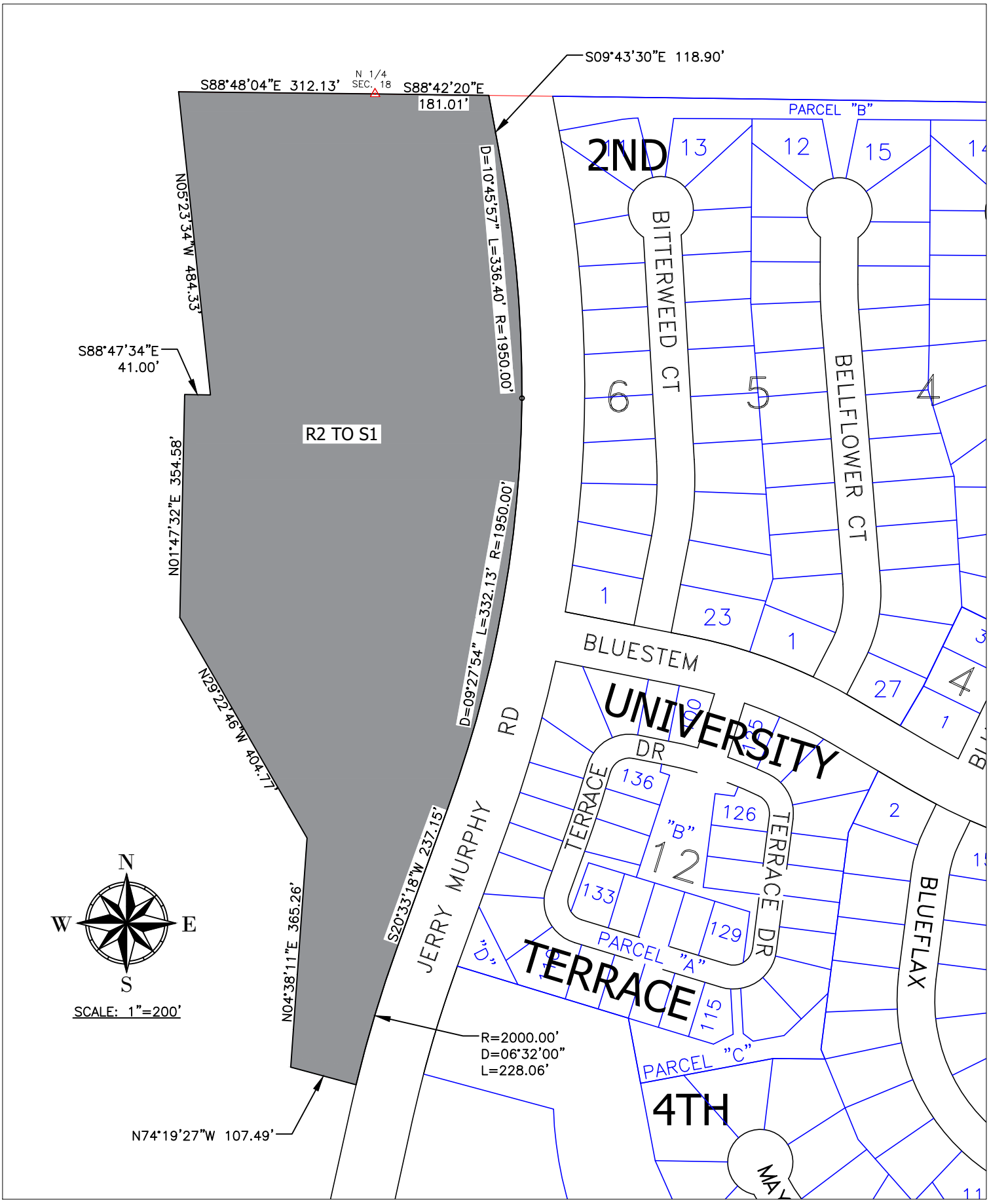
B. Zoning



C. Comprehensive Plan

E. Public Notice

E. Fire Station #8 rezoning site looking west from Jerry Murphy Rd.


S09°43'30"E 118.90'
S88°48'04"E 312.13'
N 1/4 SEC. 18
S88°42'20"E 181.01'
PARCEL "B"
2ND
13
12
15
BITTERWEED CT
BELLFLOWER CT
6
5
4
1
23
1
27
4
BLUESTEM
UNIVERSITY
DR
TERRACE
136
126
"B"
12
TERRACE DR
133
129
PARCEL "A"
"D"
TERRACE
115
PARCEL "C"
4TH
JERRY MURPHY RD
BLUEFLAX
2
D=10°45'57" L=336.40' R=1950.00'
N05°23'34"W 484.33'
S88°47'34"E 41.00'
R2 TO S1
N01°47'32"E 354.58'
D=09°27'54" L=332.13' R=1950.00'
N29°22'46"W 404.77'
S20°33'18"W 237.15'
N04°38'11"E 365.26'
R=2000.00'
D=06°32'00"
L=228.06'
N74°19'27"W 107.49'
N
W
E
S
SCALE: 1"=200'

city of PUEBLO colorado
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 Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: City of Pueblo		Name: Kelly Grisham	
Company		Company: City of Pueblo	
Address:	Zip:	Address:	Zip:
Phone: ( )		Phone: ( ) 719-553-2254	
Email:		Email: kgrisham@pueblo.us	
Engineer		**Surveyor**	
Name:		Name:	
Company: NorthStar Engineering		Company:	
Address:	Zip:	Address:	Zip:
Phone: ( ) 719.544-6823		Phone: ( )	
Email:		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location:
(address or general description)

Parcel No(s): 418000015

Existing Zone: R-2 | Proposed Zone (if applicable): S-1

PUD Name (if applicable):

Project Scope

Project Name: Fire Station #8

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☒ Site Plan Review: Building area: 13,428 sf
  ○ HARP ⊗ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Construction of a single story fire station

What is the total acreage included in the project?

What is the proposed use of the property?

❑ Commercial ❑ Multi-family ❑ Residential ❑ Industrial ❑ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☒ Yes ❑ No

If yes, please list: Subdivision and rezoning (future applications)

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ❑ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ❑ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ❑ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:		
Signature:		Date:

Applicant, if different from Property Owner

Print Name:	Kelly Grisham	
Signature:		Date: 8/14/23

Office Use Only

Zoning Compliance (Completed by City Staff)		
Application checked for completeness by:	Date:	Fee Paid:

February 27, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from the City of Pueblo for the approval of the following applications generally located west of Jerry Murphy Rd. and north of Bluestem Blvd.

Z-23-13: Rezone 14.08 acres from R-2, Single-Family Residential to S-1, Government Use District to facilitate construction of Fire Station #8.
S-23-12: Fire Station No. 8 Subdivision, subdivision of 14.08 acres into two lots to facilitate construction of Fire Station No. 8.
GU-23-07: Development Plan review of the proposed Fire Station No. 8

The Planning and Zoning Commission meeting will be held on March 13, 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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09Meeting 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

February 27, 2024

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

CASE NUMBER: Z-23-12

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 4045 Jerry Murphy Rd. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

February 27, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

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 4045 Jerry Murphy Rd. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 27, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
TRUJILLO ANGELA	1 BITTERWEED CT	PUEBLO	CO	81001-1102
LEWIN BARBARA A	1 TERRACE DR	PUEBLO	CO	81001-1135
VASQUEZ RONALD N	10 TERRACE DR	PUEBLO	CO	81001-1136
MEDINA ROBERT EUGENE	11 BITTERWEED CT	PUEBLO	CO	81001-1102
ESCAPULE JONATHAN JOSEPH	11 TERRACE DR	PUEBLO	CO	81001-1135
CENTRAL TELE AND UTILITIES CORP	115 W 2ND ST	PUEBLO	CO	81003-3223
SANCHEZ ROBERTA	13 BITTERWEED CT	PUEBLO	CO	81001-1102
JORGENSEN RANDALL D	13 TERRACE DR	PUEBLO	CO	81001-1135
MARTIN MELISSA	14 BITTERWEED CT	PUEBLO	CO	81001-1102
ROSENTHAL ROSS P + ROSENTHAL FRANCINE	15 BITTERWEED CT	PUEBLO	CO	81001-1102
ENGEL LORETTA J	15 TERRACE DR	PUEBLO	CO	81001-1135
LUJAN STEVEN J/LUJAN VALERIE M	16 BITTERWEED CT	PUEBLO	CO	81001-1102
PHAM TUYET	1619 AUGUSTA CT	PUEBLO	CO	81001-4917
QUIJADA ROBERTO M	17 BITTERWEED CT	PUEBLO	CO	81001-1102
VALIN JULIA	17 TERRACE DR	PUEBLO	CO	81001-1135
BARLISH VICTOR J + BARLISH ELLA	18 BITTERWEED CT	PUEBLO	CO	81001-1102
COLLINS PHILLIP J	1807 BROOKLINE AVE SW	DECATUR	AL	35603-2610
GARRISON ASHLEY ROSE AKA	19 TERRACE DR	PUEBLO	CO	81001-1135
HERRERA RAYNEL JOSE	2 BITTERWEED CT	PUEBLO	CO	81001-1102
ALLDRITT DAVID/ALLDRITT JULIA C	20 BITTERWEED CT	PUEBLO	CO	81001-1102
VAUGHN GARY D	21 TERRACE DR	PUEBLO	CO	81001-1135
WRIGHT WILLIAM HENRY	22 TERRACE DR	PUEBLO	CO	81001-1136
TURNER MARY H/TURNER JERALD B TR + TURNER MARY M REVOCABLE	2281 MINNEOLA RD	CLEARWATER	FL	33764-4965
ROMERO SHANTELLE M / ZIMMER	23 BITTERWEED CT	PUEBLO	CO	81001-1102
GARNETT JOHN + GARNETT GLORIA	23 TERRACE DR	PUEBLO	CO	81001-1135
WOY HARVEY EUGENE	230 N PARAMOUNT WAY	PUEBLO WEST	CO	81007-2138
ARCHULETA TAMERRAH S	24 TERRACE DR	PUEBLO	CO	81001-1136
SOLANO BRENDA M	3 BITTERWEED CT	PUEBLO	CO	81001-1102
COWAN AUDREY M	3 TERRACE DR	PUEBLO	CO	81001-1135
J M + S PROPERTIES LLC	3812 AUGUSTA LN	PUEBLO	CO	81001-4920
SMITH ROBERT L JR	39 BRIARGATE TER	PUEBLO	CO	81001-1745
FLORES ROBERT L + FLORES INEZ H	4 BITTERWEED CT	PUEBLO	CO	81001-1102
UNIVERSITY MEDICAL PROPERTIES + C/O ALAN BICKEL	4100 JERRY MURPHY RD	PUEBLO	CO	81001-1046
PADULA FAMILY PARTNERSHIP LLLP	4202 ST ANDREWS DR	PUEBLO	CO	81001-1168
CLEMENTI V IRENE	4505 CASTOR DR	PUEBLO	CO	81001-1008
CONLEY TINA L	4507 CASTOR DR	PUEBLO	CO	81001-1008
COBB JENNIFER	5 BITTERWEED CT	PUEBLO	CO	81001-1102
FARMER MARY R	5 TERRACE DR	PUEBLO	CO	81001-1135
P R PROPERTIES LLC	510 W 10TH ST	PUEBLO	CO	81003-2924
GRAJEDA EDSAGAR IVAN	6 BITTERWEED CT	PUEBLO	CO	81001-1102
MC CLENNEY PAUL/MC CLENNEY	6805 WOODLOCK WAY	CITRUS HEIGHTS	CA	95621-6317
CORSI KAY E + CORSI SAMUEL L	7 BITTERWEED CT	PUEBLO	CO	81001-1102

SCIORTINO JANET M	7 TERRACE DR	PUEBLO	CO	81001-1135
BROOKS DIANNE L	8 TERRACE DR	PUEBLO	CO	81001-1136
OLDHAM JASON	9 BITTERWEED CT	PUEBLO	CO	81001-1102
HALL DAVID LEWIS + TRAMMELL				
HALL JANET	9 TERRACE DR	PUEBLO	CO	81001-1135
VELA RAFAEL A/VELA IRMA	PO BOX 9204	PUEBLO	CO	81008-9204

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 FIRE STATION NO. 8 SUBDIVISION

SUMMARY:

The City is requesting to subdivide 14.08-acres into two lots for the development of the new Fire Station No. 8 and a future government/public use.

PREVIOUS COUNCIL ACTION:

The City is concurrently requesting site plan approval to construct the new Fire Station #8 (GU-23-07) which will replace the current Fire Station #8 and the City is also requesting to rezone (Z-23-13) the 14.08-acres to facilitate a two-lot subdivision and the development of Fire Station No. 8.

BACKGROUND:

The land proposed to be subdivided was annexed into the City in 1955 and master planned in the 1980's. The 1987 Amended University Park Master Plan identifies the subject property as park. The 14.08-acres proposed to be subdivided was deeded to the City with Resolution 5987 in 1987. It is assumed that the land was deeded to the City for park development; however, the deed and Resolution accepting the land do not specifically state nor restrict the use of the land. Parks Director, Steven Meier, stated that the area surrounding the fire station should remain native open park area. "The City's vision has always been to extend the trail to the north through these parcels." Fire Station No. 8 Subdivision is located west of Jerry Murphy Road and the University Park residential development and will create two lots. Lot 1, 5.55-acres, will house the proposed Fire Station No. 8, and Lot 2 will house a future government/public use. Lot 1 will include a 75-foot Drainage Easement along the northern lot line running east and west. The existing 30-foot Water Main Easement within Lot 1 must be released before the subdivision will be recorded. A separate 50-foot Drainage Easement will run north and south adjacent to the eastern property line beginning south of the proposed Fire Station driveway and extending south through Lot 2. Mountain State Telephone and Telegraph Company and Southern Colorado Power Company also have easements

running north and south across the entire length of the subdivision in the eastern portion of the property.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 13, 2024 Regular Meeting, voted 7-0 to recommend approval with conditions.

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.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of Fire Station No. 8.

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. S-23-12 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING FIRE STATION NO. 8 SUBDIVISION

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

SECTION 1.

The final plat of the Fire Station No. 8 Subdivision, being a subdivision of land legally described as:

A portion of the E1/2 of the E1/2 of the NW1/4 and the W1/2 of the W1/2 of the NE1/4 of Section 18, Township 20 South, Range 64 West of the 6th P.M. and being more particularly described as follows:

Considering the north line of the NW1/4 of Section 18, Township 20 South, Range 64 West of the 6th P.M. to bear S.88°48'04"E. and all bearings herein being relative thereto. The North quarter corner of said section being monumented with a 2 ½" Aluminum Cap with PLS 30107 and the NW corner of said section being monumented with a 2 ½" Aluminum Cap with PLS 10402.

Beginning at the North quarter corner of said Section 18; thence S.88°42'20"E. (S.89°14'53"E. Deed), along the North line of said NE1/4, a distance of 181.01 feet (180.87 feet Deed) to the West boundary line of College Park Subdivision, Second Filing, according to the recorded plat thereof, filed for record May 14, 1975 in the Pueblo County Records; thence Southerly, along the Westerly boundary line of said subdivision, the following two (2) courses:
1. S.09°43'30"E. (S.10°19'08"E. Deed/Plat), a distance of 118.90 feet;
2. Along the arc of a curve to the right whose radius is 1950.00 feet, a distance of 688.53 feet to the Northwest corner of College Park Subdivision, First Filing, according to the plat thereof, file for record November 27, 1974;

Thence Southerly, along the westerly boundary line of said subdivision the following three (3) courses:
1. Along the arc of a curve to the right whose radius is 1950.00 feet, a distance of 342.02 feet;
2. S.20°33'18"W. (S.19°57'40"W. Deed/Plat), a distance of 237.15 feet;
3. Along the arc of a curve to the left whose radius is 2000.00 feet, a distance of 228.06 feet to the East line of a tract of land as described in Book 1812 at Page 571 of the Pueblo County records;

Thence Northerly, along said East line, the following four (4) courses:
1. N.74°19'27"W. (N.74°55'05"W. Deed), a distance of 107.49 feet;
2. N.04°38'11"E. (N.04°02'34"E. Deed), a distance of 365.26 feet;
3. N.29°22'46"W. (N.29°58'25"W. Deed), a distance of 404.77 feet;
4. N.01°47'32"E. (N.01°11'54"E. Deed), a distance of 354.58 feet to the South line of a tract of land as described in Book 1757 at Page 697 of the said county records;

Thence along the boundary of said tract of land, the following two (2) courses:
1. S.88°47'34"E. (S.89°23'12"E. Deed), a distance of 41.00 feet;
2. N.05°23'34"W. (N.05°59'12"W Deed), a distance of 484.33 feet (484.54 Deed) to the North line of said NW1/4;

Thence S.88°48'04"E. (S89°23''12""E. Deed), along said North line of the NW1/4, a distance of 312.13 feet (312.29 feet Deed) to the North quarter corner of said section and the Point of Beginning, County of Pueblo, State of Colorado.

Containing 14.08 acres, more or less

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

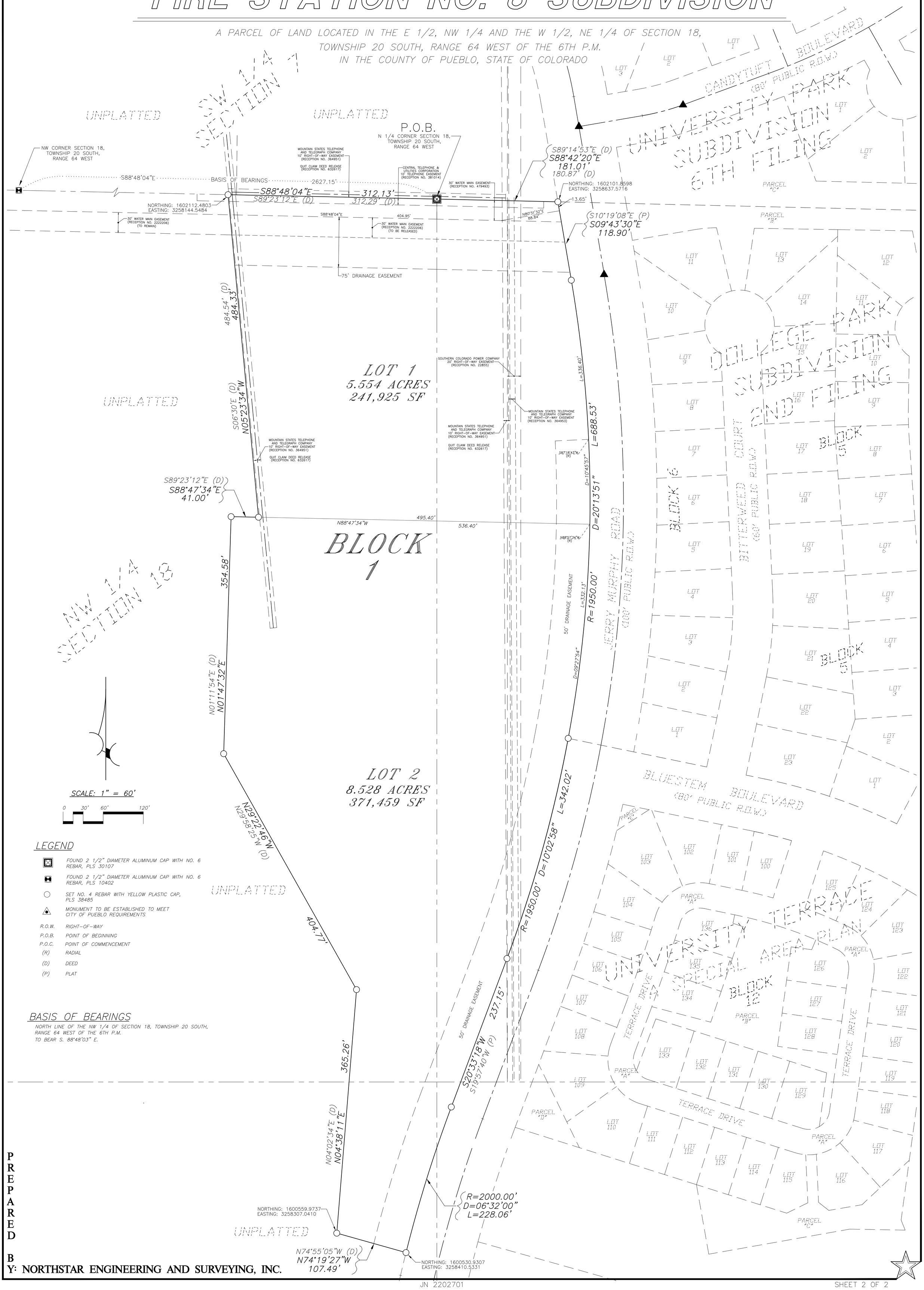
_____
President of City Council

ATTEST

_____
City Clerk

FIRE STATION NO. 8 SUBDIVISION

A PARCEL OF LAND LOCATED IN THE E 1/2, NW 1/4 AND THE W 1/2, NE 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

- FOUND 2 1/2" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 30107
- FOUND 2 1/2" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 10402
- SET NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 38485
- MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
(R)	RADIAL
(D)	DEED
(P)	PLAT

BASIS OF BEARINGS

NORTH LINE OF THE NW 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. TO BEAR S. 88°48'03" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 2202701

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, March 13, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 p.m. with Commissioner Castellucci presiding.

Commissioners Present*:* Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Roger Gomez, Alexander Aznar, Christopher Pasternak.

Commissioners Absent:

Staff Members Present*:* David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner, and Cindy Capritta, Land Use Tech.
Kelly Grisham, Project Coordinator, Public Works, Joe Martelllaro, Engineer, Public Works.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Avalos.

Motion Passed: 7-0

Public Hearing:

3. S-23-12 Subdivision: Fire Station No. 8 Subdivision. Subdivision of 14.08 acres into two lots to facilitate construction of Fire Station No. 8. Generally located west of Jerry Murphy Rd. and north of Bluestem. Staff Report by Beritt Odom, Principal Planner.

Hearing: Kelly Grisham spoke in support of the application. Mike Cuppy was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey motioned to recommend the application with Conditions 1-3 being met prior to submitting to City Council, seconded by Avalos.

Motion Passed: 7-0.

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-23-12 Fire Station No. 8 Subdivision

DATE: August 16, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-23-12

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	March 13, 2024
SUBJECT:	Fire Station No. 8 Subdivision
APPLICANT:	City of Pueblo
PROPERTY OWNER:	City of Pueblo
LOCATION:	14.08 acres generally located west of Jerry Murphy Rd. and north of Bluestem Blvd.
EXISTING ZONE:	Z-23-13, Rezone from R-2, Single Family Residential to S-1, Government Use District
CONCURRENT REQUESTS:	GU-23-07, Development Plan review of the proposed Fire Station No. 8 Z-23-13, Rezone from R-2, Single-Family Residential to S-1, Government Use District

REQUEST:
The City is requesting to subdivide 14.08-acres into two lots for the development of the new Fire Station No. 8 and a future government/public use.

STAFF REVIEW AND FINDINGS:
The land proposed to be subdivided was annexed into the City in 1955 and master planned in the 1980's. The 1987 Amended University Park Master Plan identifies the subject property as park. The 14.08 acres proposed to be subdivided was deeded to the City with Resolution 5987 in 1987; it is assumed that the land was deeded to the City for park development; however, the deed and Resolution accepting the land do not specifically state nor restrict the use of the land. Parks Director, Steven Meier, stated that the area surrounding the fire station should remain native open park area. "The City's vision has always been to extend the trail to the north through these parcels."

Fire Station No. 8 Subdivision is located west of Jerry Murphy Rd. and the University Park residential development and will create two lots. Lot 1, 5.55 acres, will house the proposed Fire Station No. 8, and Lot 2 will house a future government/public use. Lot 1 will include a 75-foot Drainage Easement along the northern lot line running east and west. The existing 30-foot Water Main Easement within Lot 1 must be released before the subdivision will be recorded. A separate 50-foot Drainage Easement will run north and south adjacent to the eastern property line beginning south of the proposed Fire Station driveway and extending south through Lot 2. Mountain State Telephone and Telegraph Company and Southern Colorado Power Company also have easements running north and south across the entire length of the subdivision in the eastern portion of the property.

APPLICABLE REGULATIONS:
Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:
The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	A Part II for this Subdivision is not required. All public improvements adjacent to Lot 1 will be completed as part of the construction of the Fire Station. Lot 2 public improvements will be completed at the time of development.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Per the master plan, the area surrounding the fire station should remain native open park area and accommodate a trail extending north through the lots (Steven Meier, Parks Director) 2. Include a plat note that states the stormwater vault and existing pipes located in the northeast corner of Lot 1 are included the drainage easement (Noah Stamm, Drainage Engineer) 3. The 30' Water Main Easement, Reception No. 2222206 must be released through Lot 1 prior to recording the subdivision (Noah Stamm, Drainage Engineer)

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved and contains native vegetation.

- **Neighborhood Compatibility:**

North	R-4, Mixed Residential District, unimproved native vegetation, and A-1, Agricultural One, improved with a Black Hills Substation.
East	R-2, Single-Family Residential, improved with single-family residences, and R-4, Mixed Residential District, improved with single-family residential.
South	R-2, Single-Family Residential, unimproved native vegetation.
West	R-2, Single-Family Residential, unimproved native vegetation.

- **Comprehensive Plan Compliance:**
  The Pueblo Regional Comprehensive Plan, 2022, designates the subdivision site as Parks and Open Space.

  According to the Comprehensive Plan, Parks and Open Space properties are characterized by parks, open space, greenways, natural areas, lands, and facilities generally owned by public agencies. Scenic views, natural resources, and wildlife habitat should be preserved. Supporting land uses include trails, ball fields, visitor centers, and other recreational facilities. The proposed fire station is a public facility and the surrounding open space and future trail extension through Lots 1 and 2 is consistent with the Pueblo Regional Comprehensive Plan designation of Parks and Open Space and fits within the 1987 Amended University Park Master Plan's park designation.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  The S-1 Government Use District does not have a minimum lot size or width. The proposed 5.54 acres in Lot 1, and 8.528 acres in Lot 2 exceeds all commercial and Industrial lot area minimums.

REFERRAL AGENCIES AND COMMENTS:

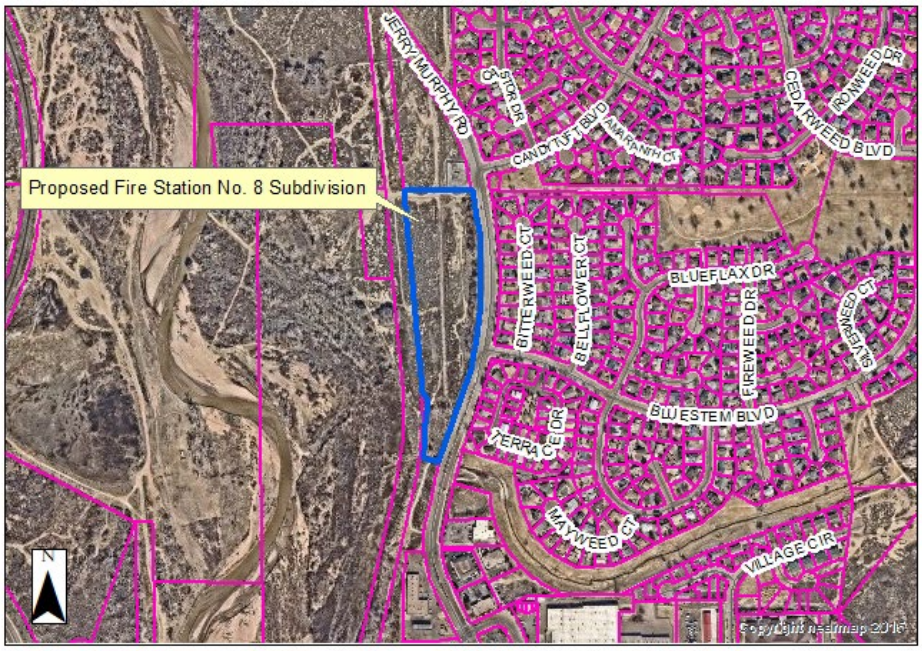
- City Public Works-No comment
- City Transportation-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-No comment
- City Wastewater-No comment
- City Stormwater-Comments addressed in subdivision conditions and through the building permit review process.
- City Parks and Recreation Department- "Per the master plan, this area surrounding the fire station should remain native open park area. The City's vision has always been to extend the trail to the north through these parcels, email from Steven Meier, Parks Director, March 5, 2024.
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-see attached memo from Michelle Regalado, Assistant Access Manager, January 12, 2024

ATTACHMENTS:

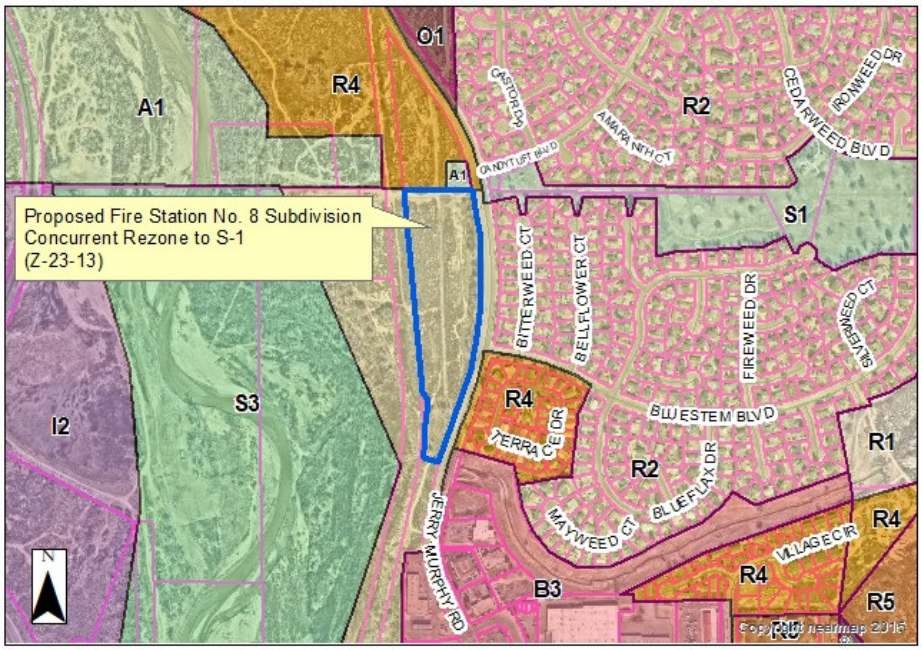
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo March 8, 2023
F. Plat
G. Subdivision Application
H. CDOT Memo, Michelle Regalado, Assistant Access Manager, January 12, 2024

I.

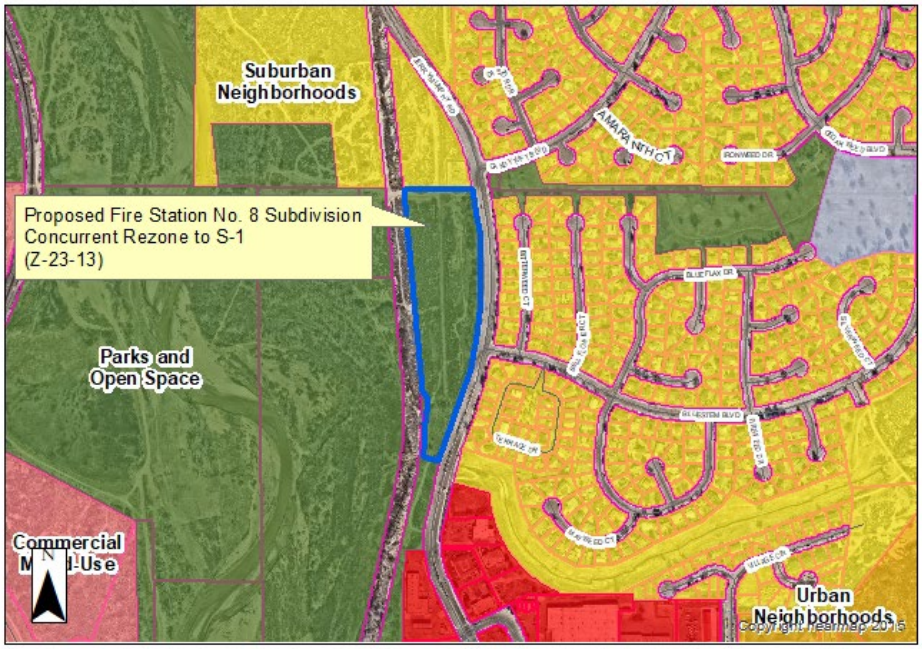
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos

Fire Station No. 8 Subdivision site looking west from Jerry Murphy Rd.

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: March 8, 2023

Subject: S-23-12 Fire Station No. 8 Subdivision

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	A Part II for this Subdivision is not required. All public improvements adjacent to Lot 1 will be completed as part of the construction of the Fire Station. Lot 2 public improvements will be completed at the time of development.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Per the master plan, the area surrounding the fire station should remain native open park area and accommodate a trail extending north through the lots (Steven Meier, Parks Director) 2. Include a plat note that states the stormwater vault and existing pipes located in the northeast corner of Lot 1 are included the drainage easement (Noah Stamm, Drainage Engineer) 3. The 30' Water Main Easement, Reception No. 2222206 must be released through Lot 1 prior to recording the subdivision (Noah Stamm, Drainage Engineer)

FIRE STATION NO. 8 SUBDIVISION

A PARCEL OF LAND LOCATED IN THE E 1/2, NW 1/4 AND THE W 1/2, NE 1/4 OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That the City of Pueblo, a Municipal Corporation, being the sole owner of the following property:

A portion of the E1/2 of the E1/2 of the NW1/4 and the W1/2 of the W1/2 of the NE1/4 of Section 18, Township 20 South, Range 64 West of the 6th P.M. and being more particularly described as follows:

Considering the north line of the NW1/4 of Section 18, Township 20 South, Range 64 West of the 6th P.M. to bear S.88°48'04"E. and all bearings herein being relative thereto. The North quarter corner of said section being monumented with a 2 ½" Aluminum Cap with PLS 30107 and the NW corner of said section being monumented with a 2 ½" Aluminum Cap with PLS 10402.

Beginning at the North quarter corner of said Section 18; thence S.88°42'20"E. (S.89°14'53"E. Deed), along the North line of said NE1/4, a distance of 181.01 feet (180.87 feet Deed) to the West boundary line of College Park Subdivision, Second Filing, according to the recorded plat thereof, filed for record May 14, 1975 in the Pueblo County Records; thence Southerly, along the Westerly boundary line of said subdivision, the following two (2) courses:

1. S.09°43'30"E. (S.10°19'08"E. Deed/Plat), a distance of 118.90 feet;
2. Along the arc of a curve to the right whose radius is 1950.00 feet, a distance of 688.53 feet to the Northwest corner of College Park Subdivision, First Filing, according to the plat thereof, file for record November 27, 1974;

Thence Southerly, along the westerly boundary line of said subdivision the following three (3) courses:

1. Along the arc of a curve to the right whose radius is 1950.00 feet, a distance of 342.02 feet;
2. S.20°33'18"W. (S.19°57'40"W. Deed/Plat), a distance of 237.15 feet;
3. Along the arc of a curve to the left whose radius is 2000.00 feet, a distance of 228.06 feet to the East line of a tract of land as described in Book 1812 at Page 571 of the Pueblo County records;

Thence Northerly, along said East line, the following four (4) courses:

1. N.74°19'27"W. (N.74°55'05"W. Deed), a distance of 107.49 feet;
2. N.04°38'11"E. (N.04°02'34"E. Deed), a distance of 365.26 feet;
3. N.29°22'46"W. (N.29°58'25"W. Deed), a distance of 404.77 feet;
4. N.01°47'32"E. (N.01°11'54"E. Deed), a distance of 354.58 feet to the South line of a tract of land as described in Book 1757 at Page 697 of the said county records;

Thence along the boundary of said tract of land, the following two (2) courses:

1. S.88°47'34"E. (S.89°23'12"E. Deed), a distance of 41.00 feet;
2. N.05°23'34"W. (N.05°59'12"W Deed), a distance of 484.33 feet (484.54 Deed) to the North line of said NW1/4;

Thence S.88°48'04"E. (S89°23''12""E. Deed), along said North line of the NW1/4, a distance of 312.13 feet (312.29 feet Deed) to the North quarter corner of said section and the Point of Beginning, County of Pueblo, State of Colorado.

Containing 14.08 acres, more or less

The easement for drainage, shown hereon, is hereby dedicated to the CIty for perpetual use of the public. With respect to all easements for city utilities, including but not limited to, sanitary and stormwater services and whether designated as a drainage easement, public utility easement, or otherwise hereon, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street, or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection, or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from said Owner(s).

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, the same to be numbered, platted, subidivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as FIRE STATION NO. 8 SUBDIVISION.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ , day _____ , 20___ A.D.

CITY OF PUEBLO,
a Municipal Corporation

BY: _____ ATTEST: _____
President of the City Council City Clerk

STATE OF _____)
)SS
COUNTY OF_____)

I,_____, a Notary Public in and for the County of _____, State of _____, do hereby certify that Heather Graham, the President of the City Council of the City of Pueblo, a Municipal Corporation who is personally known to to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be her free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of_____, _____A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and 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:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works *Date*

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission *Date*

– NOTICE –

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

This is to certify that the plat of FIRE STATION NO. 8 SUBDIVISION has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk *Date*

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

FIRE STATION NO. 8 SUBDIVISION

A PARCEL OF LAND LOCATED IN THE E 1/2, NW 1/4 AND THE W 1/2, NE 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO

UNPLATTED

UNPLATTED

P.O.B.
N 1/4 CORNER SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST

NW CORNER SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST

S88°48'04"E BASIS OF BEARINGS 2627.15'

MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY 10' RIGHT-OF-WAY EASEMENT (RECEPTION NO. 364951)

QUIT CLAIM DEED RELEASE (RECEPTION NO. 632617)

CENTRAL TELEPHONE & UTILITIES CORPORATION 10' TELEPHONE EASEMENT (RECEPTION NO. 381014)

30' WATER MAIN EASEMENT (RECEPTION NO. 479493)

S89°14'53"E (D)
S88°42'20"E
181.01'
180.87' (D)

NORTHING: 1602101.8598
EASTING: 3258637.5716

S88°48'04"E 312.13'
S89°23'12"E (D) 312.29' (D)

NORTHING: 1602112.4803
EASTING: 3258144.5484

30' WATER MAIN EASEMENT (RECEPTION NO. 2222206) (TO REMAIN)

S88°48'04"E 404.95'

30' WATER MAIN EASEMENT (RECEPTION NO. 2222206) (TO BE RELEASED)

N80°31'32"E 88.84'

13.65'

S10°19'08"E (P)
S09°43'30"E
118.90'

75' DRAINAGE EASEMENT

484.54' (D)
484.33'

S06°30'E (D)
N05°23'34"W

SOUTHERN COLORADO POWER COMPANY 20' RIGHT-OF-WAY EASEMENT (RECEPTION NO. 22855)

LOT 1
5.554 ACRES
241,925 SF

MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY 10' RIGHT-OF-WAY EASEMENT (RECEPTION NO. 364953)

MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY 10' RIGHT-OF-WAY EASEMENT (RECEPTION NO. 364951)

QUIT CLAIM DEED RELEASE (RECEPTION NO. 632617)

L=336.40'

S87°18'43"W (R)

D=10°45'57"

L=688.53'

D=20°13'51"

N88°57'34"W (R)

UNPLATTED

MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY 10' RIGHT-OF-WAY EASEMENT (RECEPTION NO. 364951)

QUIT CLAIM DEED RELEASE (RECEPTION NO. 632617)

S89°23'12"E (D)
S88°47'34"E
41.00'

N88°47'34"W 495.40'
536.40'

BLOCK 1

354.58'

R=1950.00'

50' DRAINAGE EASEMENT

L=332.13'

D=09°27'54"

N01°11'54"E (D)
N01°47'32"E

N29°22'46"W
N29°58'25"W (D)

LOT 2
8.528 ACRES
371,459 SF

UNPLATTED

404.77'

365.26'

N04°02'34"E (D)
N04°38'11"E

50' DRAINAGE EASEMENT

S20°33'18"W
S19°57'40"W (P)

237.15'

R=1950.00' D=10°02'58" L=342.02'

R=2000.00'
D=06°32'00"
L=228.06'

UNPLATTED

N74°55'05"W (D)
N74°19'27"W
107.49'

NORTHING: 1600559.9737
EASTING: 3258307.0410

NORTHING: 1600530.9307
EASTING: 3258410.5331

SCALE: 1" = 60'

0 30' 60' 120'

LEGEND

- FOUND 2 1/2" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 30107
- FOUND 2 1/2" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 10402
- SET NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 38485
- MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

R.O.W. RIGHT-OF-WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
(R) RADIAL
(D) DEED
(P) PLAT

BASIS OF BEARINGS

NORTH LINE OF THE NW 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. TO BEAR S. 88°48'03" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 2202701

City of Pueblo PLACE

12/15/2023

PZ-23-43

Planning & Zoning Commission Applications

Status: Active

Submitted On: 8/14/2023

Primary Location

4405 JERRY MURPHY RD
PUEBLO, CO 81001

Owner

CITY OF PUEBLO A MUNICIPAL CORPORAT
PO BOX 1427 PUEBLO , CO 81002-1427

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

–

Case 1 - Number

GU-23-07

Case 2 - Number

Case 3 - Number

P&Z

P&Z Hearing Date

02/14/2024

Case 1 - P&Z Hearing Results

–

Case 2 - P&Z Hearing Results

–

Case 3 - P&Z Hearing Results

–

City Council

City Council Hearing Date - First Reading

–

City Council Hearing Date - Final Reading

–

Case 1

Case 1 - City Council Hearing Results

–

Case 1 - Ordinance Number

Case 1 - Recording Number, if applicable

Case 2

Case 2 - City Council Hearing Results

–

Case 2 - Ordinance Number

Case 2 - Recording Number, if applicable

Case 3

Case 3 - City Council Hearing Results

–

Case 3 - Ordinance Number

Case 3 - Recording Number, if applicable

Engineer, if applicable

Name

Joe Martellaro

Company

City of Pueblo

Address

Zip

Phone Number

Email

jmartellaro@pueblo.us

Surveyor, if applicable

Name

Mike Cuppy

Company

NorthStar Engineering & Surveying

Address

Zip

Phone Number

719-544-6823

Email

mcuppy@northstar-co.com

Type of Application(s)

1041 Pre-Application (Areas and Activities of State Interest)

☐

1041 Permit (Areas and Activities of State Interest)

☐

Annexation

☐

Annexation Agreement Amendment

☐

COLORADO
Department of Transportation
Region 2

Traffic & Safety – Access Permits
5615 Wills Blvd Suite A
Pueblo, CO 81008-2349

January 12, 2024

050A/City of Pueblo

Beritt Odom, Principal Planner
City of Pueblo – Planning & Community Development
211 E "D" Street, Pueblo, CO 81003

RE: Z-23-13, S-23-12 & GU-23-07 Pueblo Fire Station #8 1st Submittal

Dear Ms. Odom,

I am in receipt of a referral request for Pueblo Fire Station #8 located at 4405 Jerry Murphy Road, in the City of Pueblo, in the County of Pueblo, State of Colorado. The project proposes to [PROJECT DESCRIPTION] on [Lot 1 5.55 ACRES, Lot 2 8.52 acres 14.08 acres total]. [MISCELLANEOUS AS NEEDED]. **[ACCESS DESCRIPTION].** The site is a parcel of land located in the E ½, NW ¼ and the W ½, NE ¼ of Section 18, Township 20 South, Range 64 West of the 6th PM. After review of submittals, we have the following comments:

CDOT does not anticipate that the development would likely interfere with or impact CDOT infrastructure or access- a CDOT Access Permit will not be required at this time.

- CDOT would like to review new any traffic, drainage and improvement related submittals for the development including: traffic studies, trip generation, drainage reports or letters and ICAT.
- Whenever there are significant changes in the use of a property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact CDOT to determine if an access permit and modifications to the access are required.

If you have questions, please contact me at (719) 562-5537 or michelle.regalado@state.co.us.

Sincerely,

Michelle Regalado

Michelle Regalado
Assistant Access Manager

xc: Lancaster/file

February 27, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from the City of Pueblo for the approval of the following applications generally located west of Jerry Murphy Rd. and north of Bluestem Blvd.

Z-23-13: Rezone 14.08 acres from R-2, Single-Family Residential to S-1, Government Use District to facilitate construction of Fire Station #8.
S-23-12: Fire Station No. 8 Subdivision, subdivision of 14.08 acres into two lots to facilitate construction of Fire Station No. 8.
GU-23-07: Development Plan review of the proposed Fire Station No. 8

The Planning and Zoning Commission meeting will be held on March 13, 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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09Meeting 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

February 27, 2024

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

February 27, 2024

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S-23-12: Fire Station No. 8 Subdivision, subdivision of 14.08 acres into two lots to facilitate construction of Fire Station No. 8.
GU-23-07: Development Plan review of the proposed Fire Station No. 8

The Planning and Zoning Commission meeting will be held on March 13, 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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09Meeting 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

February 27, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from the City of Pueblo for the approval of the following applications generally located west of Jerry Murphy Rd. and north of Bluestem Blvd.

Z-23-13: Rezone 14.08 acres from R-2, Single-Family Residential to S-1, Government Use District to facilitate construction of Fire Station #8.
S-23-12: Fire Station No. 8 Subdivision, subdivision of 14.08 acres into two lots to facilitate construction of Fire Station No. 8.
GU-23-07: Development Plan review of the proposed Fire Station No. 8

The Planning and Zoning Commission meeting will be held on March 13, 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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09Meeting 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

CASE NUMBER: Z-23-12

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 4045 Jerry Murphy Rd. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

February 27, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

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 4045 Jerry Murphy Rd. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 27, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
TRUJILLO ANGELA	1 BITTERWEED CT	PUEBLO	CO	81001-1102
LEWIN BARBARA A	1 TERRACE DR	PUEBLO	CO	81001-1135
VASQUEZ RONALD N	10 TERRACE DR	PUEBLO	CO	81001-1136
MEDINA ROBERT EUGENE	11 BITTERWEED CT	PUEBLO	CO	81001-1102
ESCAPULE JONATHAN JOSEPH	11 TERRACE DR	PUEBLO	CO	81001-1135
CENTRAL TELE AND UTILITIES CORP	115 W 2ND ST	PUEBLO	CO	81003-3223
SANCHEZ ROBERTA	13 BITTERWEED CT	PUEBLO	CO	81001-1102
JORGENSEN RANDALL D	13 TERRACE DR	PUEBLO	CO	81001-1135
MARTIN MELISSA	14 BITTERWEED CT	PUEBLO	CO	81001-1102
ROSENTHAL ROSS P + ROSENTHAL FRANCINE	15 BITTERWEED CT	PUEBLO	CO	81001-1102
ENGEL LORETTA J	15 TERRACE DR	PUEBLO	CO	81001-1135
LUJAN STEVEN J/LUJAN VALERIE M	16 BITTERWEED CT	PUEBLO	CO	81001-1102
PHAM TUYET	1619 AUGUSTA CT	PUEBLO	CO	81001-4917
QUIJADA ROBERTO M	17 BITTERWEED CT	PUEBLO	CO	81001-1102
VALIN JULIA	17 TERRACE DR	PUEBLO	CO	81001-1135
BARLISH VICTOR J + BARLISH ELLA	18 BITTERWEED CT	PUEBLO	CO	81001-1102
COLLINS PHILLIP J	1807 BROOKLINE AVE SW	DECATUR	AL	35603-2610
GARRISON ASHLEY ROSE AKA	19 TERRACE DR	PUEBLO	CO	81001-1135
HERRERA RAYNEL JOSE	2 BITTERWEED CT	PUEBLO	CO	81001-1102
ALLDRITT DAVID/ALLDRITT JULIA C	20 BITTERWEED CT	PUEBLO	CO	81001-1102
VAUGHN GARY D	21 TERRACE DR	PUEBLO	CO	81001-1135
WRIGHT WILLIAM HENRY	22 TERRACE DR	PUEBLO	CO	81001-1136
TURNER MARY H/TURNER JERALD B TR + TURNER MARY M REVOCABLE	2281 MINNEOLA RD	CLEARWATER	FL	33764-4965
ROMERO SHANTELLE M / ZIMMER	23 BITTERWEED CT	PUEBLO	CO	81001-1102
GARNETT JOHN + GARNETT GLORIA	23 TERRACE DR	PUEBLO	CO	81001-1135
WOY HARVEY EUGENE	230 N PARAMOUNT WAY	PUEBLO WEST	CO	81007-2138
ARCHULETA TAMERRAH S	24 TERRACE DR	PUEBLO	CO	81001-1136
SOLANO BRENDA M	3 BITTERWEED CT	PUEBLO	CO	81001-1102
COWAN AUDREY M	3 TERRACE DR	PUEBLO	CO	81001-1135
J M + S PROPERTIES LLC	3812 AUGUSTA LN	PUEBLO	CO	81001-4920
SMITH ROBERT L JR	39 BRIARGATE TER	PUEBLO	CO	81001-1745
FLORES ROBERT L + FLORES INEZ H	4 BITTERWEED CT	PUEBLO	CO	81001-1102
UNIVERSITY MEDICAL PROPERTIES + C/O ALAN BICKEL	4100 JERRY MURPHY RD	PUEBLO	CO	81001-1046
PADULA FAMILY PARTNERSHIP LLLP	4202 ST ANDREWS DR	PUEBLO	CO	81001-1168
CLEMENTI V IRENE	4505 CASTOR DR	PUEBLO	CO	81001-1008
CONLEY TINA L	4507 CASTOR DR	PUEBLO	CO	81001-1008
COBB JENNIFER	5 BITTERWEED CT	PUEBLO	CO	81001-1102
FARMER MARY R	5 TERRACE DR	PUEBLO	CO	81001-1135
P R PROPERTIES LLC	510 W 10TH ST	PUEBLO	CO	81003-2924
GRAJEDA EDSAGAR IVAN	6 BITTERWEED CT	PUEBLO	CO	81001-1102
MC CLENNEY PAUL/MC CLENNEY	6805 WOODLOCK WAY	CITRUS HEIGHTS	CA	95621-6317
CORSI KAY E + CORSI SAMUEL L	7 BITTERWEED CT	PUEBLO	CO	81001-1102

SCIORTINO JANET M	7 TERRACE DR	PUEBLO	CO	81001-1135
BROOKS DIANNE L	8 TERRACE DR	PUEBLO	CO	81001-1136
OLDHAM JASON	9 BITTERWEED CT	PUEBLO	CO	81001-1102
HALL DAVID LEWIS + TRAMMELL				
HALL JANET	9 TERRACE DR	PUEBLO	CO	81001-1135
VELA RAFAEL A/VELA IRMA	PO BOX 9204	PUEBLO	CO	81008-9204

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 TO REZONE .48-ACRES OF LAND AT 3002 SOUTH PRAIRIE AVENUE FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone .48-acres from R-2, Single Family Residential Zone District to I-2, Industrial Zone District to allow the existing outdoor storage as a use by right.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant, Roger Block, is requesting to rezone 3002 South Prairie Avenue from R-2, Single Family Residential to I-2, Industrial District to allow the existing outdoor storage to continue as a use by right. The Polk reverse directories do not have a record of uses at this address. It appears that 3002 South Prairie was historically included with 3000 South Prairie, which was developed as a single-family residence in 1966 and is listed as a residence in the Polk directories. Both 3000 and 3002 South Prairie were annexed into the city in 1972, as possible non-conforming land uses. The surrounding properties north, east, and south were subdivided in 1976 to facilitate development of warehousing, light industrial and commercial uses, creating a light industrial and business park. Those properties were originally zoned B-3 and the warehousing uses have Special Use Permits. In 2022, the property to the immediate south was rezoned from B-3, Highway and Arterial Business District to BP, Business Park, to facilitate the development of a warehouse use. The land to the west is zoned I-2, Industrial, and contains a mixture of industrial and service uses. The Pueblo Regional Comprehensive Plan, future land use designation, for this property is Light Industrial. Since the site is primarily surrounded by industrial uses and the Comprehensive Plan calls for industrial

zoning, the rezone request appears to be appropriate. Future development of structures on the parcel will require subdivision, as the site is not currently subdivided. When any new structures are added to the Property, site and structural improvements will be required to be completed in accordance with the Industrial Zone District Building and Site Design Standards for high visibility industrial areas. Staff recommends as a condition of a rezoning approval that the applicant install a minimum, six-foot tall, opaque fence along the entire frontage of the rezoning area, which is adjacent to Prairie Avenue. The gate must also be constructed of the same opaque materials but can be a minimum of five-foot in height. Chain link fencing with attachments is not an acceptable opaque material.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 14, 2024 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be rezoned.

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-24-13 Combined Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE .48-ACRES OF LAND AT 3002 SOUTH PRAIRIE AVENUE FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single Family Residential Zone District to I-2, Industrial Zone District:

A PARCEL OF LAND IN THE SW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SECTION 14; THENCE EAST 33 FEET; THENCE NORTH 805.97 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 100 FEET; THENCE EAST 209 FEET; THENCE SOUTH 100 FEET; THENCE WEST 209 FEET TO THE **POINT OF BEGINNING**.

SECTION 2.

As a condition of the approval of this Ordinance, within one year from the approval of the Ordinance, the property owner shall install a minimum, six-foot tall, opaque fence along the entire frontage of the rezoning area, which is adjacent to Prairie Avenue. The gate must also be constructed of the same opaque materials but can be a minimum of five-foot in height. Chain link fencing with attachments is not an acceptable opaque material.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

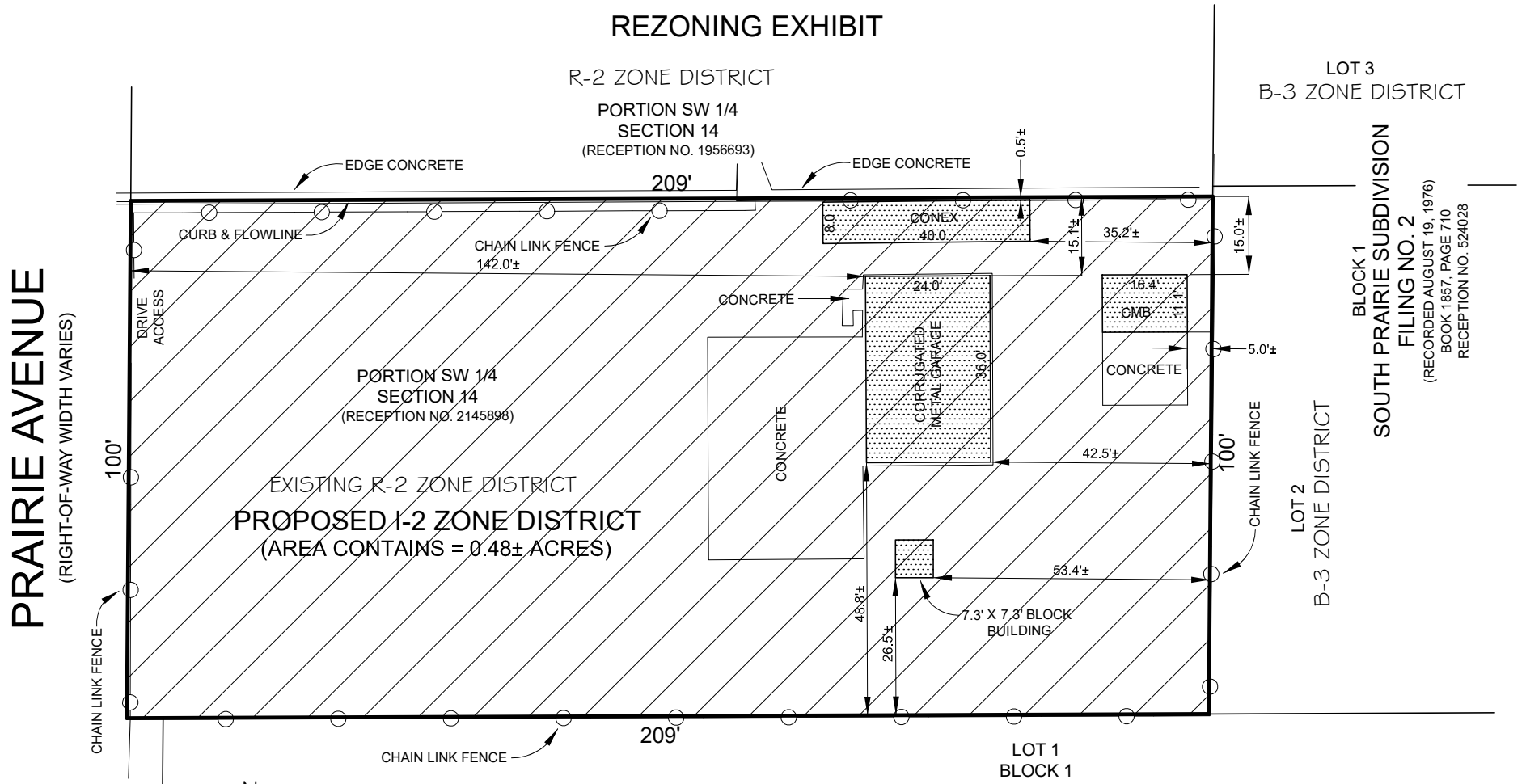
ATTEST

_____
City Clerk

SITE PLAN

A PORTION OF THE SW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

REZONING EXHIBIT



SCALE 1" = 30'

CMB = CORRUGATED METAL GARAGE

PROJECT: ROGER BLOCK	
DESCRIPTION: SITE PLAN (REZONE) 3000 S. PRAIRIE AVENUE	
SHEET: 1 OF 1	JOB NUMBER: 2024-142
DATE: 6-3-2024	FILE NAME: 2024-142 REZONE
SCALE: 1" = 30'	REF. JOB NO.

Cardinal Points
Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eaglendge Place, Suite 110
Pueblo, Colorado 81008

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday August 14, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Regina Maestri, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Mikaylin Hackle, Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, moving TA-22-01 to September 11, 2024, seconded by Maestri.

Motion Passed: 7-0

Public Hearings:

3. Z-24-13 Rezone: 3002 S. Prairie Ave., 48 acres from R-2 Single Family Residential to I-2, Industrial District. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicant Randy Reeves, Cardinal Points Surveying Inc., was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council with 1 condition, seconded by Aznar.

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-24-13

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	August 14, 2024
SUBJECT:	Rezone .48 acres from R-2, Single-Family Residential to I-2, Industrial District
APPLICANT:	Roger Dale Block
PROPERTY OWNER:	Roger Dale Block
LOCATION:	3002 S. Prairie Ave.
RELATED CASES:	None

REQUEST:
The applicant is requesting to rezone .48 acres, from R-2, Single Family Residential, to I-2, Industrial District to allow the existing outdoor storage as a use by right.

BACKGROUND AND ANALYSIS:

Mr. Block is requesting to rezone 3002 S. Prairie Ave. from R-2, Single Family Residential to I-2, Industrial District to allow the existing outdoor storage to continue as a use by right. The Polk reverse directories do not have a record of uses at this address. It is assumed that 3002 S. Prairie was historically included with 3000 S. Prairie, which was developed as a single-family residence in 1966 and is listed as a residence in the Polk directories. Both 3000 and 3002 S. Prairie were annexed into the city in 1972, as possible non-conforming land uses.

The surrounding properties north, east, and south were subdivided in 1976 to facilitate development of warehousing, light industrial and commercial uses, creating a light industrial and business park. Those properties were originally zoned B-3 and the warehousing uses have Special Use Permits. In 2022, the property to the immediate south was rezoned from B-3, Highway and Arterial Business District to BP, Business Park, to facilitate the development of a warehouse use. The land to the west is zoned I-2, Industrial, and contains a mixture of industrial and service uses. The Pueblo Regional Comprehensive Plan, future land use designation, for this property is Light Industrial. Since the site is primarily surrounded by industrial uses and the Comprehensive Plan calls for industrial zoning, the rezone request appears to be appropriate.

Future development of structures on the parcel will require subdivision, as the site is not currently subdivided, and improvements according to the Building and Site Design Standards for Industrial Zone Districts, for high visibility industrial areas. Staff recommends that the applicant install a minimum, six-foot tall, opaque fence

along the entire frontage of the rezoning area, which is adjacent to Prairie Ave. The gate must also be constructed of the same opaque materials but may be a minimum five-foot height. Chain link fencing with attachments is not an acceptable opaque material.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character: The site is currently developed with two structures that appear to have metal siding and roofs. The site is fenced with chain link, and it appears that Fed Ex trucks are being stored at this location.

Neighborhood Compatibility:

North	R-2, Zone District, developed with a single-family residence
East	B-3, Highway and Arterial Business District, metal warehouse structure.
South	B-P, Business Park, Boreas Campers, trailer manufacturer.
West	I-2, Industrial District, Pueblo Diversified Industries.

COMPREHENSIVE PLAN: The site is designated by the Pueblo Regional Comprehensive Plan as Light Industry.

According to the Comprehensive Plan, Light Industry future land use areas are characterized by more intensive industrial uses that require larger sites and have a greater impact on surrounding areas, including uses that feature outdoor storage and other on-site activities. The proposed I-2 zoning to facilitate outdoor storage is compatible with the Comprehensive Plan designation of Light Industry.

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 **The site is surrounded by industrial storage uses. The property owner wishes to rezone to an industrial district to make the existing storage use a use by right. The property was annexed into the city after it was developed as a single-family residence and outdoor storage yard.**

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 new development is proposed at this time.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

❑ Comments **No new development is proposed at this time.**

A statement of the proposed time schedule for beginning and completion of development.

❑ Comments **No new development is proposed at this time**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

❑ Comments **No new development is proposed at this time.**

RECOMMENDED ACTION:

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval of the rezone request is appropriate with the following condition:

- The applicant shall install a minimum, six-foot tall, opaque fence along the entire frontage of the rezoning area, which is adjacent to Prairie Ave. The gate must also be constructed of the same opaque materials but may be a minimum five-foot height. Chain link fencing with attachments is not an acceptable opaque material. The applicant shall install the fence and gate within a year of the rezoning approval.

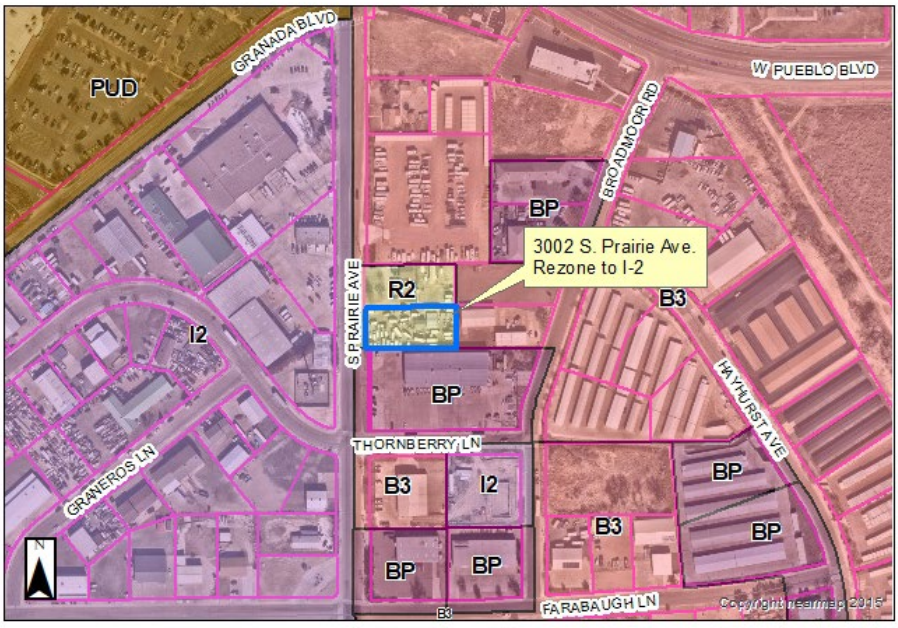
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

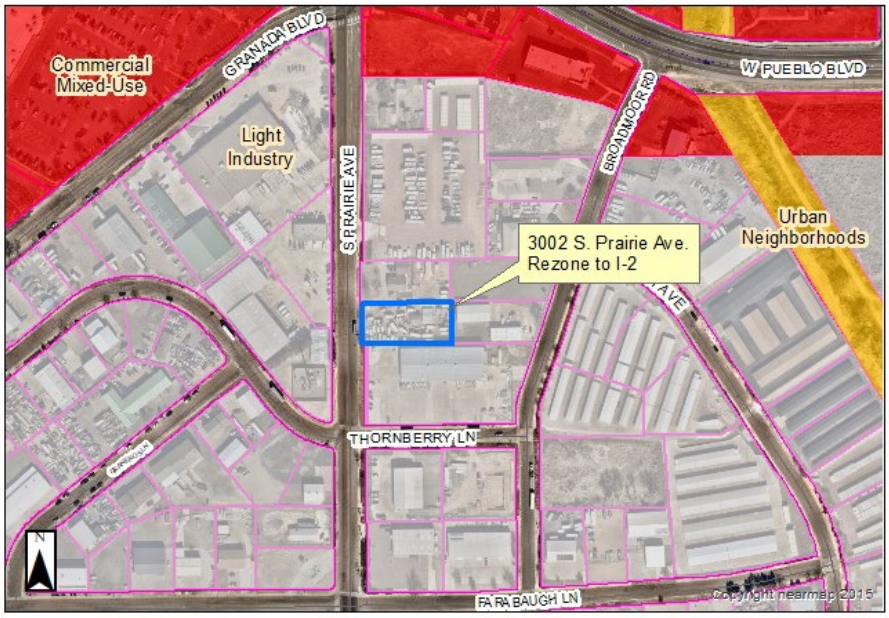
ATTACHMENTS:

A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Zoning Exhibit
F. Application

A. Aerial Photograph



B. Zoning



C. Comprehensive Plan

D. Public Notice

D. 3002 S. Prairie Ave. looking east from Prairie Ave.

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Roger Dale Block	
Company:	
Address: 3000 S. Prairie Avenue	Zip: 81005
Phone: ( )719-371-3150	Email: rogblock@gmail.com
Applicant	
Name: same	
Company:	
Address:	Zip:
Phone: ( )	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Randy Reeves	
Company: Cardinal Points Surveying, Inc.	
Address: 4601 Eagleridge Place, Suite 110	Zip: 81008
Phone: ( )719-253-0874	Email: rreeves@4cardinalpoints.net
*The **applicant** will be the primary contact unless otherwise noted.*	

Project Location: 3002 S. Prairie Avenue
(address or general description)

Parcel# 1514300017

Legal Description: Beg SW Cor Sec14, Th E33' Th N805.97' to Pt Beg Th N100' Th E209' Th S100' Th W209' Beg

Subdivision: none Acreage: 0.48 acres

Existing Zone District: R-2 Residental	**Proposed Zone District:** I-2 Industrial

7-29-20

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify): _____

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

To allow outdoor storage which is a Use by Right in an I-2 Industrial Zone District.

Description of area surrounding proposed development:

Industrial park North B-3 Business outdoor storage, East B-3 Business electrical contractor, South B-P Business Park Campers, West I-2 Industrial Deversified Industries

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.

To use the property for outdoor storage with the existing improvements.

☑ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: N/A

Estimated date for completion of project: N/A

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

N/A

☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only

Zoning Compliance (Completed by City Staff)	
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐ Approved w/conditions	

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

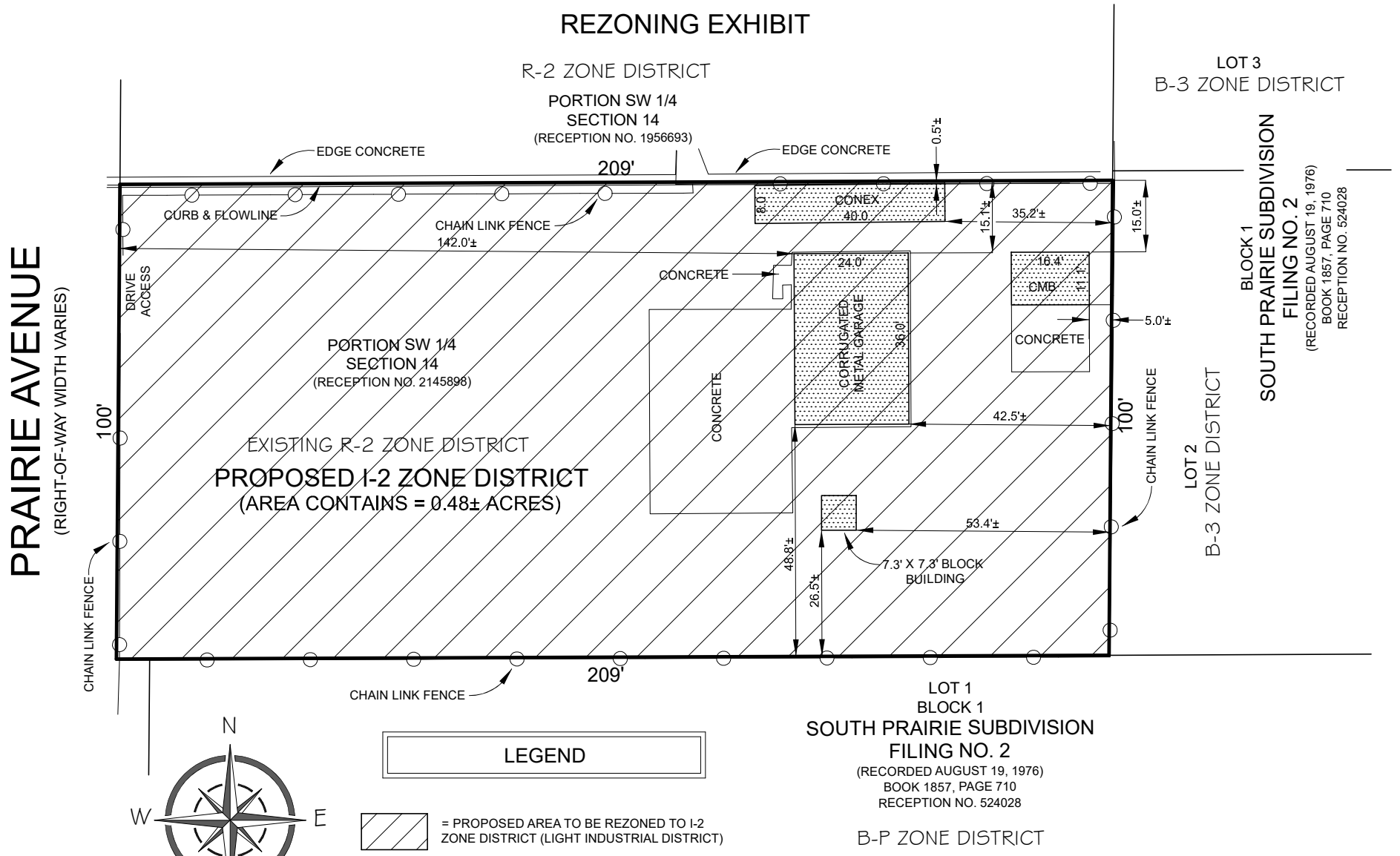
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner		
Print Name:	Roger Dale Block.	
Signature:	Roger Dale Block	Date: 6-3-24.
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

SITE PLAN

A PORTION OF THE SW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

REZONING EXHIBIT



SCALE 1" = 30'

CMB = CORRUGATED METAL GARAGE

PROJECT: ROGER BLOCK	
DESCRIPTION: SITE PLAN (REZONE) 3000 S. PRAIRIE AVENUE	
SHEET: 1 OF 1	JOB NUMBER: 2024-142
DATE: 6-3-2024	FILE NAME: 2024-142 REZONE
SCALE: 1" = 30'	REF. JOB NO.

Cardinal Points
Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eaglendge Place, Suite 110
Pueblo, Colorado 81008

July 30, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from Roger Dale Block for the recommendation of the following application generally located east of S. Prairie Ave. and north of Thornberry Ln.

Z-24-13: Rezone 3002 S. Prairie Ave, .48 acres from R-2, Single Family Residential to I-2, Industrial District.

The Planning and Zoning Commission meeting will be held on August 14, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission 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

July 30, 2024

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

CASE NUMBER: Z-24-13

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 3002 S. Prairie Ave. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

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 3002 S. Prairie Ave. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
LAMAAK ROGER L / LAMAAK SHARLEEN	1454 DANA LN	PUEBLO	CO	81006-9732
SKUL JOHN A/SKUL ELIZABETH A	22 DARTMOUTH AVE	PUEBLO	CO	81005-1756
WOODWARD DELBERT REVOCABLE LIVING	2548 W WOLFENSBERGER I	CASTLE RO	CO	80109-9635
CORNELLA BROS LLC	2730 N 9TH ST	CANON CIT	CO	81212-8516
PUEBLO DIVERSIFIED INDUSTRIES	2828 GRANADA BLVD	PUEBLO	CO	81005-3104
BLOCK ROGER DALE/BLOCK KIMBERLEE	3000 S PRAIRIE AVE	PUEBLO	CO	81005-5106
BROADMOOR LLC	35 PASADENA DR	PUEBLO	CO	81005-2985
WYATT AARON	46 STANFORD AVE	PUEBLO	CO	81005-1605
M 3 REAL ESTATE LLC	855 BROADVIEW PL	COLORADC	CO	80904-1801
COCA COLA BOTTLING CO + OG NEW YORK	PO BOX 1734	ATLANTA	GA	30301-1734

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 VACATING A PORTION OF A DRAINAGE EASEMENT LOCATED 1315 EAST 7TH STREET

SUMMARY:

The Pueblo City-County Library District is requesting to vacate 3,070 square feet of a drainage easement located at 1315 East 7th Street to facilitate new construction.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo City-County Library District is requesting this 3,070 square foot easement vacation at 1315 East 7th Street, the Lucero Library branch, to facilitate the construction of a 2,500 square foot addition to the west side of the building. Stormwater detention on this site has historically been managed with a 514 cubic foot rain garden. The requested vacation will vacate the northern 70x44 square feet and exclude most of the rain garden, as its volume will only decrease from 514 cubic feet to 455 cubic feet. There is also an underdrain flowing towards East 7th Street that will be unaffected by the easement vacation. The City Stormwater department has approved this request and does not find the granting of the easement vacation will negatively impact the site's stormwater detention.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

There are no financial implications for the City.

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 drainage easement will remain which will impede development of the site.

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. V-24-02 Combined Attachments

ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF A DRAINAGE EASEMENT LOCATED 1315 EAST 7TH STREET

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

SECTION 1.

The following described portion of street right of way:

LOT 1 EAST SIDE LIBRARY SUBDIVISION ALSO THE ALLEY VACATED BY THE CITY OF PUEBLO LEGALLY DESCRIBED AS FOLLOWS: A PORTION OF THE SW4 29-20-64 + BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AN E/W 16.00 FT WIDE ALLEY BOUND ON THE N SIDE BY LOTS 19 THRU 26 BLK 121 OF FLETCHER HILL ADDITION TO THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO AS RECORDED IN THE PUEBLO COUNTY RECORDS IN BK 3 PG 26 + BOUND ON THE S SIDE OF LOT 1, EAST SIDE LIBRARY FORMERLY #04-293-34-014 + 017

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 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.

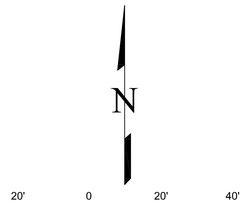
_____
President of City Council

ATTEST

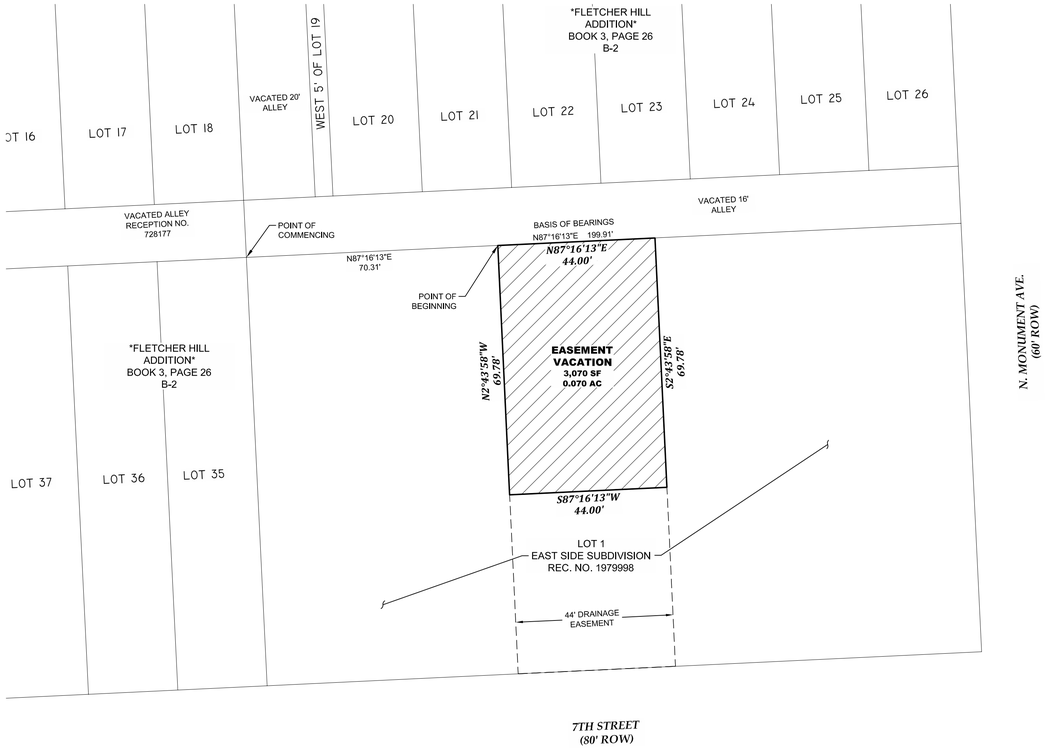
_____
City Clerk

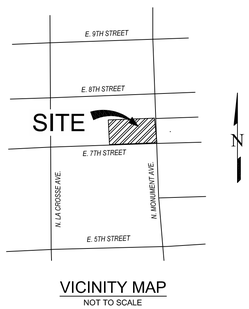
EAST SIDE LIBRARY SUBDIVISION EASEMENT VACATION PLAT

A PORTION OF LOT 1 EAST SIDE LIBRARY SUBDIVISION
A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 20'





VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

A PORTION OF THE 44' WIDE DRAINAGE EASEMENT AS PLATTED IN SAID EAST SIDE LIBRARY SUBDIVISION AS RECORDED UNDER RECEPTION NUMBER 1979998, RECORDS OF PUEBLO COUNTY, COLORADO

BASIS OF BEARINGS: THE NORTH LINE OF LOT 1, EAST SIDE LIBRARY SUBDIVISION, MONUMENTED AT BOTH ENDS WITH A NUMBER 5 REBAR AND A BLUE PLASTIC CAP STAMPED "EDWARD-JAMES SURVEYING PLS 38042, ASSUMED TO BEAR N87°16'23"E A DISTANCE OF 199.91 FEET.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, EAST SIDE LIBRARY SUBDIVISION AS RECORDED UNDER RECEPTION NUMBER 1979998, RECORDS OF PUEBLO COUNTY, COLORADO, THENCE N87°16'13"E A DISTANCE OF 70.31 FEET TO THE NORTHWEST CORNER OF THE 44' WIDE DRAINAGE EASEMENT AS PLATTED IN SAID EAST SIDE LIBRARY SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON THE BOUNDARY OF SAID DRAINAGE EASEMENT THE FOLLOWING TWO (2) COURSES:

1. CONTINUING N87°16'13"E A DISTANCE OF 44.00 FEET;
2. S02°43'58"E A DISTANCE OF 69.78 FEET;

THENCE S87°16'13"W A DISTANCE OF 44.00 FEET TO A POINT IN THE WESTERLY LINE OF SAID 44' WIDE DRAINAGE EASEMENT; THENCE N02°43'58"W ON SAID WESTERLY EASEMENT LINE A DISTANCE OF 69.78 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3,070 SQUARE FEET OR 0.070 ACRES.

PURPOSE:

EXPANSION OF EXISTING LIBRARY BUILDING.

RESERVATIONS:

NONE

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY STATE THAT THIS VACATION PLAT HAS BEEN PREPARED UNDER MY RESPONSIBLE CHARGE IN JUNE OF 2024 TO NORMAL STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

NOTICE:

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ORDINANCE NO: _____

PLAT FILED FOR RECORD: _____

ORDINANCE RECEPTION NO: _____

PLAT RECEPTION NO: _____

REVISIONS NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
4732 Eagleridge Circle
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

926 Elkton Drive
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

EAST SIDE LIBRARY SUBDIVISION
EASEMENT VACATION PLAT

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 20'
JOB NO.	2490-00
DATE CREATED	08/05/24
DATE ISSUED	
SHEET NO	1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday August 14, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Regina Maestri, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent:

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

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, moving TA-22-01 to September 11, 2024, seconded by Maestri.

Motion Passed: 7-0

Public Hearings:

5. V-24-02 Drainage Easement Vacation: A vacation of 3,070 square feet of a drainage easement located at the 1315 E. 7th St. Lucero Library Branch. Staff report by Mikaylin Hackley, Planner.

Hearing: Applicant John Chrisman, Chrisman Engineering was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council with one (1) staff condition, seconded by Spinuzzi.

Motion Passed: 7-0.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-24-02 East Side Library Subdivision Easement Vacation Plat

DATE: August 22, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

V-24-02

August 14, 2024

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
LOCATION:	1315 E 7th St.
APPLICANT:	City of Pueblo
OWNER:	City of Pueblo
ZONE DISTRICT:	Government Use (S-1) Zone District
CONCURRENT CASES:	GU-24-01

Request:
Vacation of 3,070 square foot of a drainage easement to facilitate new construction

Background and Staff Analysis:
The City of Pueblo is requesting this 3,070 square foot easement vacation at 1315 E 7th St., the Lucero Library branch, in order to facilitate the construction of a 2,500 square foot addition to the west side of the building. Stormwater detention on this site has historically been managed with a 514 cubic foot rain garden. The requested vacation will vacate the northern 70x44 square feet and excludes the majority of the rain garden, as its volume will only decrease from 514 cubic feet to 455 cubic feet. There is also an underdrain flowing towards E 7th St. that will be unaffected by the easement vacation. City Stormwater department has approved this request and does not find the granting of the easement vacation will negatively impact the site's stormwater detention.

Applicable Regulations:
Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

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

Recommended Action:
Staff recommends that the Vacation be recommended for APPROVAL to City Council with no conditions.

Attachments:

- **A. Aerial Photo**
- **B. Zoning Map**
- **C. Comprehensive Plan Map**
- **D. Public Notice Photo**
- **E. Vacation Plat**

A. Aerial Map

B. Zoning Map

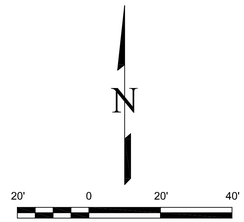
C. Comprehensive Plan Map

D. Public Notice

E. Vacation Plat

EAST SIDE LIBRARY SUBDIVISION EASEMENT VACATION PLAT

A PORTION OF LOT 1 EAST SIDE LIBRARY SUBDIVISION
A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO



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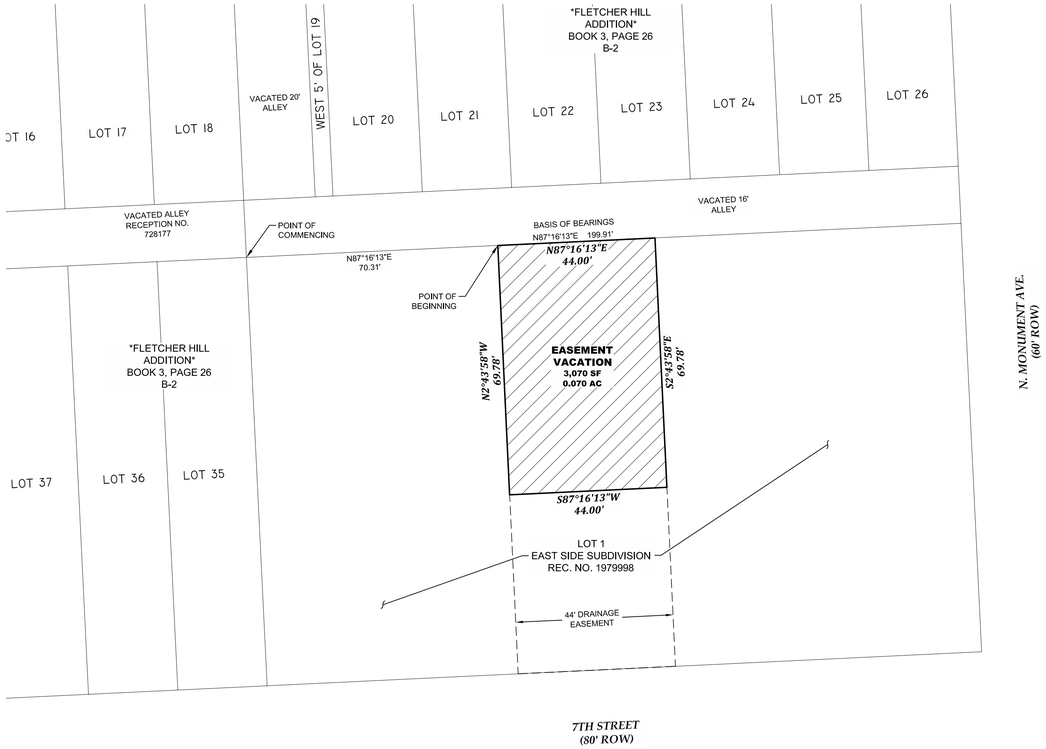

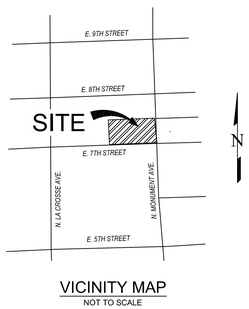

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CONTAINING A CALCULATED AREA OF 3,070 SQUARE FEET OR 0.070 ACRES.

PURPOSE:

EXPANSION OF EXISTING LIBRARY BUILDING.

RESERVATIONS:

NONE

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY STATE THAT THIS VACATION PLAT HAS BEEN PREPARED UNDER MY RESPONSIBLE CHARGE IN JUNE OF 2024 TO NORMAL STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

ORDINANCE NO: _____

PLAT FILED FOR RECORD: _____

ORDINANCE RECEPTION NO: _____

PLAT RECEPTION NO: _____

REVISIONS		
NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
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Office: (719) 545-6240
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EAST SIDE LIBRARY SUBDIVISION EASEMENT VACATION PLAT

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 20'
JOB NO.	2490-00
DATE CREATED	08/05/24
DATE ISSUED	
SHEET NO	1 OF 1

CHRISMAN ENGINEERING, INC.
Forensic ● Civil ● Structural

July 24, 2024
CE22035-2

City of Pueblo Stormwater Utility
211 E. 'D' Street
Pueblo, Colorado 81003

RE: Pueblo City-County Library District
Renovation and Addition to:
Lucero Branch
1315 E. 7th Street
Pueblo, Colorado 81001

To Whom It May Concern:

The Pueblo City-County Library District is proposing a renovation and a 2,500 square foot addition to the existing Lucero Branch located at 1315 E. 7th Street. The renovation will reorganize the use of the building and include a community meeting room.

The property is zoned S-1 and is in the East Pueblo Drainage Basin with runoff flowing southerly and easterly in the East Side neighborhood street systems, and ultimately discharging to the Arkansas River.

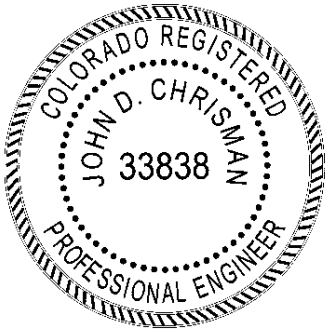
The new addition and site improvements have increased the on-site impervious area from 69.8% to 72.0%. The existing rain garden located between the parking lot and the building, south of the existing E-W parking lot sidewalk will remain. The rain garden volume will decrease from 514 cf to 455 cf which still exceeds the minimum required volume of 454 cf. In addition, the existing underdrain will remain completely intact with the same outfall point to E. 7th Street near Monument Avenue.

A 44-foot-wide drainage easement was platted entirely through the middle portion of the property. To accommodate the new addition, an easement vacation plat has been submitted to vacate the north portion of the drainage easement that does not contain the rain garden.

Based on the nature and size of this project, an abbreviated drainage report has been prepared in accordance with the City's Drainage Criteria Manual. Also, the site appears to conform to the City approved Master Plan for the drainage basin.

If you have any questions or require any additional information, please do not hesitate to contact me at your convenience.

Sincerely,
CHRISMAN ENGINEERING, INC



John D. Chrisman, P.E.
Principal Engineer

July 26, 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 applications located at the Lucero Library branch 1315 E 7th St:
V-24-02 Drainage Easement Vacation: Vacate approx. 3900 sq. ft. drainage easement.
GU-24-01 Government Use Site Plan Review: Review of approx. 2400 sq. ft. addition to the Lucero Library Branch building.

The Planning and Zoning Commission meeting will be held on **August 14, 2024, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place.

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

July 26, 2024

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: V-24-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: 1315 E. 7th to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

July 26, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Easement Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2

July 26, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
PUEBLO CITY COUNTY LIBRARY	100 E ABRIENDO AVE	PUEBLO	CO	81004-4232
BISHOP OF PUEBLO	101 N GREENWOOD ST	PUEBLO	CO	81003-3164
PUEBLO PRIMARY CARE QALICB	110 E ROUTT AVE	PUEBLO	CO	81004-2117
ORTIZ OLIVAS BRAYAN U	1216 MASS ST	PUEBLO	CO	81001-2119
HOUSE KATHERINE / HOUSE STEVEN	1315 E 8TH ST	PUEBLO	CO	81001-3511
VILCAHUAMAN JANETH CARHUAMACA	1321 E 8TH ST	PUEBLO	CO	81001-3511
VIDO EVELIN NOHEMI	1323 E 8TH ST	PUEBLO	CO	81001-3511
SHAUFLER REBECCA JEAN	1335 E 8TH ST	PUEBLO	CO	81001-3511
CURZ PEREZ JUAN/MOLINA DIAZ LUZ E	1339 E 8TH ST	PUEBLO	CO	81001-3511
ROMERO ROY JOSEPH	1341 E 8TH ST	PUEBLO	CO	81001-3511
DIAZ BEATRIZ GONZALEZ	1343 E 8TH ST	PUEBLO	CO	81001-3511
RAMIREZ SAMUEL/RAMIREZ GEORGIA/RAMARIZ	1345 E 8TH ST	PUEBLO	CO	81001-3511
MCCORMICK VALETA ANN/MCCORMICK LA	1400 E 8TH ST	PUEBLO	CO	81001-3514
PARK HILL CHRISTIAN CHURCH	1401 E 7TH ST	PUEBLO	CO	81001-3509
MILLER MAX A/MILLER KAREN L	1401 E 8TH ST	PUEBLO	CO	81001-3513
PFISTER ERICH S	1402 E 8TH ST	PUEBLO	CO	81001-3514
LOPEZ DAVID J	1404 E 8TH ST	PUEBLO	CO	81001-3514
MALDONADO GINA	1409 E 7TH ST	PUEBLO	CO	81001-3509
MARTINEZ RICKY	1413 E 7TH ST	PUEBLO	CO	81001-3509
PEDIGO JON	1414 E 8TH ST	PUEBLO	CO	81001-3514
MALDONADO LOUISE C	1415 E 7TH ST	PUEBLO	CO	81001-3509
POTTORFF ROY	1416 E 8TH ST	PUEBLO	CO	81001-3514
MALDONADO GINA	1417 E 7TH ST	PUEBLO	CO	81001-3509
MAES ANTHONY/MAES MICHAEL ANTHONY	1430 E 8TH ST	PUEBLO	CO	81001-3514
LOPEZ AMY	2015 E 9TH ST	PUEBLO	CO	81001-3411
HARMONY INVESTMENT SOLUTIONS	2922 8TH AVE	PUEBLO	CO	81008-1217
GALLEGOS ANTHONY M/GALLEGOS LATAS	3124 SKYVIEW AVE	PUEBLO	CO	81008-1448
PUEBLO SCHOOL DISTICT NO. 60	315 W 11TH ST	PUELBO	CO	81003-2804
PUEBLO CO INVESTMENTS LLC	8420 SWEETGUM TER	COLORADO SPRINGS	CO	80920-5743

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 VACATING A PORTION OF A DRAINAGE EASEMENT LOCATED IN LOT 1, BLOCK 2, NORTH VISTA, HIGHLANDS, FILING NO. 2

SUMMARY:

The applicant is requesting to vacate of a portion of a drainage easement located in Lot 1, Block 2, North Vista, Highlands, Filing No. 2.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to subdivide 19.52-acres into 136 townhome lots (S-23-11) and is requesting to establish a Special Area Plan for the 19.52-acres (SAP-23-04).

BACKGROUND:

The 16,424.9 square foot portion of the Drainage Easement, dedicated in the North Vista Highlands, Filing No. 2 Subdivision, is being vacated to facilitate the development of townhomes in the proposed North Vista Highlands, Filing No. 9, a Special Area Plan. North Vista Highlands, Filing No. 9, a Special Area Plan, creates Parcel A, which is a drainage, pedestrian, and landscaping parcel located directly north of the easement proposed to be vacated, to ensure proper stormwater drainage into the stormwater detention area located just west of the Parcel.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 12, 2024, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the easement will remain which will impede development of the site.

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. V-23-11 Combined Attachments

ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF A DRAINAGE EASEMENT LOCATED IN LOT 1, BLOCK 2, NORTH VISTA, HIGHLANDS, FILING NO. 2

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

SECTION 1.

The following described street right:

A portion of the drainage easement located in Lot 1, Block 2, North Vista Highlands, Filing No. 2 according to the recorded plat thereof, as filed for record August 20, 2021 in the records of the Pueblo County Clerk and recorded as Reception No. 2240303, being more particularly described as follows:

Commencing at the northeast corner of said Lot 1; thence along the arc of a curve whose center bears N48°25'17"E and whose radius is 150.00 feet, a distance of 37.49 feet; thence along the arc of a curve whose center bears S20°16'52"E and whose radius is 1227.00 feet, a distance of 32.18 feet to the true point of beginning; thence S26°24'18"E, a distance of 42.14 feet; thence along the arc of a curve whose center bears S21°37'10"E and whose radius is 1185.00 feet, a distance of 210.56 feet; thence S58°12'00"W, a distance of 180.52 feet; thence N26°24'18"E, a distance of 42.19 feet; thence N58°12'00"E, a distance of 176.55 feet; thence along the arc of a curve whose radius is 1227.00 feet, a distance of 214.51 feet to the point of beginning.

And

Beginning at the south corner of said lot 1; thence N47°16'06"W along the southwest boundary of said lot 1, a distance of 60.50 feet; thence N44°04'07"E, a distance of 71.39 feet; thence S45°55'53"E, a distance of 59.80 feet to a point on the southeast boundary of said lot 1; thence S43°52'47"W along the southeast boundary of lot 1, a distance of 69.99 feet to the Point of Beginning.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 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.

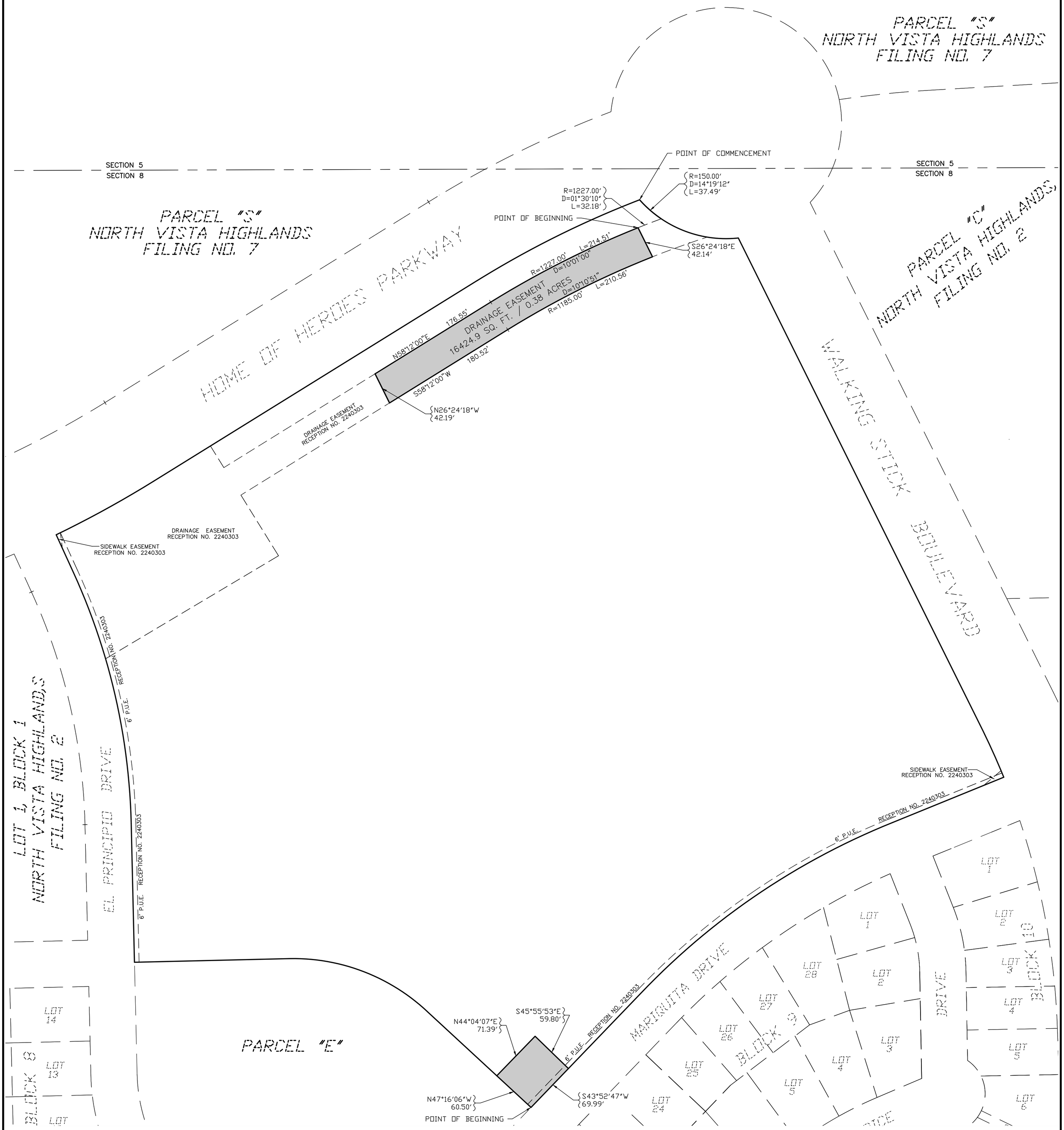
_____
President of City Council

ATTEST

_____
City Clerk

EASEMENT VACATION
NORTH VISTA HIGHLANDS, FILING NO. 2

A VACATION OF A PORTION OF A DRAINAGE EASEMENT
IN NORTH VISTA HIGHLANDS, FILING NO. 2
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



A PORTION OF THE DRAINAGE EASEMENT LOCATED IN LOT 1, BLOCK 2, NORTH VISTA HIGHLANDS, FILING NO. 2 ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD AUGUST 20, 2021 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AS RECEPTION NO. 2240303, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE ARC OF A CURVE WHOSE CENTER BEARS N48°25'17"E AND WHOSE RADIUS IS 150.00 FEET, A DISTANCE OF 37.49 FEET; THENCE ALONG THE ARC OF A CURVE WHOSE CENTER BEARS S20°16'52"E AND WHOSE RADIUS IS 1227.00 FEET, A DISTANCE OF 32.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE S26°24'18"E, A DISTANCE OF 42.14 FEET; THENCE ALONG THE ARC OF A CURVE WHOSE CENTER BEARS S21°37'10"E AND WHOSE RADIUS IS 1185.00 FEET, A DISTANCE OF 210.56 FEET; THENCE S58°12'00"W, A DISTANCE OF 180.52 FEET; THENCE N26°24'18"E, A DISTANCE OF 42.19 FEET; THENCE N58°12'00"E, A DISTANCE OF 176.55 FEET; THENCE ALONG THE ARC OF A CURVE WHOSE RADIUS IS 1227.00 FEET, A DISTANCE OF 214.51 FEET TO THE POINT OF BEGINNING.

AND

BEGINNING AT THE SOUTH CORNER OF SAID LOT 1; THENCE N47°16'06"W ALONG THE SOUTHWEST BOUNDARY OF SAID LOT 1, A DISTANCE OF 60.50 FEET; THENCE N44°04'07"E, A DISTANCE OF 71.39 FEET; THENCE S45°55'53"E, A DISTANCE OF 59.80 FEET TO A POINT ON THE SOUTHEAST BOUNDARY OF SAID LOT 1; THENCE S43°52'47"W ALONG THE SOUTHEAST BOUNDARY OF LOT 1, A DISTANCE OF 69.99 FEET TO THE POINT OF BEGINNING.

RESERVATIONS:

None

PURPOSE:

RESUBDIVISION

SURVEYOR'S CERTIFICATION

I, MICHAEL L. CUPPY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS EASEMENT VACATION IS NOT BASED UPON ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION, BUT WAS PREPARED USING INFORMATION SHOWN ON THE PLAT OF NORTH VISTA HIGHLANDS, FILING NO. 2 RECORDED AUGUST 20, 2021 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER AS RECEPTION NO. 2240303. THE PROPERTY WITHIN THIS EASEMENT MAY OR MAY NOT BE PRESENTLY MONUMENTED. I HAVE NOT CONFIRMED THE PROPERTY PINS ARE ACCURATELY LOCATED.

Prepared By:

Northstar Engineering and Surveying, Inc.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy
Professional Land Surveyor
Colorado Registered No. 38485

LEGEND

= PROPOSED EASEMENT VACATION

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

SCALE: 1" = 60'

0 30' 60' 120'

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700929

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday June 12, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Regina Maestri, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Mikaylin Hackley, Planner, Cindy Capritta, Land Use Tech., Andrew Hayes, Director of Public Works, and Joe Martellaro, Public Works Engineer.

Staff Members Absent: Beritt Odom, Principal Planner

Approval of the Agenda: Bailey motioned to move item TA-22-01 to the July 10, 2024, meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

5. V-23-11 Vacation of Drainage Easement, vacation of a portion of a drainage easement in North Vista Highlands Filing No. 2. Staff Report by Scott Hobson

Hearing: Applicant Mike Cuppy was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey motioned to recommend the application to City Council with two (2) staff conditions, and subject to the approval of the North Vista Highlands Subdivision, seconded by Maestri.

Motion Passed: 7-0

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-23-11 Easement Vacation – North Vista Highlands, Filing No. 2
S-23-11 North Vista Highlands, Filing No. 9, a Special Area Plan
SAP-23-04 North Vista Highlands, Filing No. 9, a Special Area Plan

DATE: August 19, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-23-11

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	June 12, 2024
SUBJECT:	North Vista Highlands, Filing No. 2, Drainage Easement Vacation
APPLICANT:	Michael Cuppy, NorthStar Engineering and Surveying
OWNER:	NVH 2B LLC
LOCATION:	Generally located south of Home of Heros Parkway and west of Walking Stick Blvd.
CONCURRENT REQUESTS:	S-23-11 North Vista Highlands, Filing No. 9, A Special Area Plan SAP-23-04 Special Area Plan

Request:
Vacation of a portion of a drainage easement located in Lot 1, Block 2, North Vista, Highlands, Filing No. 2.

BACKGROUND AND ANALYSIS:

The 16,424.9 sq. ft. portion of the Drainage Easement, dedicated in the North Vista Highlands, Filing No. 2 Subdivision, is being vacated to facilitate the development of townhomes in the proposed North Vista Highlands, Filing No. 9, a Special Area Plan. North Vista Highlands, Filing No. 9, a Special Area Plan, creates Parcel A, which is a drainage, pedestrian, and landscaping parcel located directly north of the easement proposed to be vacated, to ensure proper stormwater drainage into the stormwater detention area located just west of the Parcel.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Vacation be approved with the following condition(s):

1. Amend the Vacation Plat title to include the subdivision name, “North Vista Highlands, Filing No. 2.” The title must be amended prior to City Council review.

REFERRAL AGENCIES AND COMMENTS:

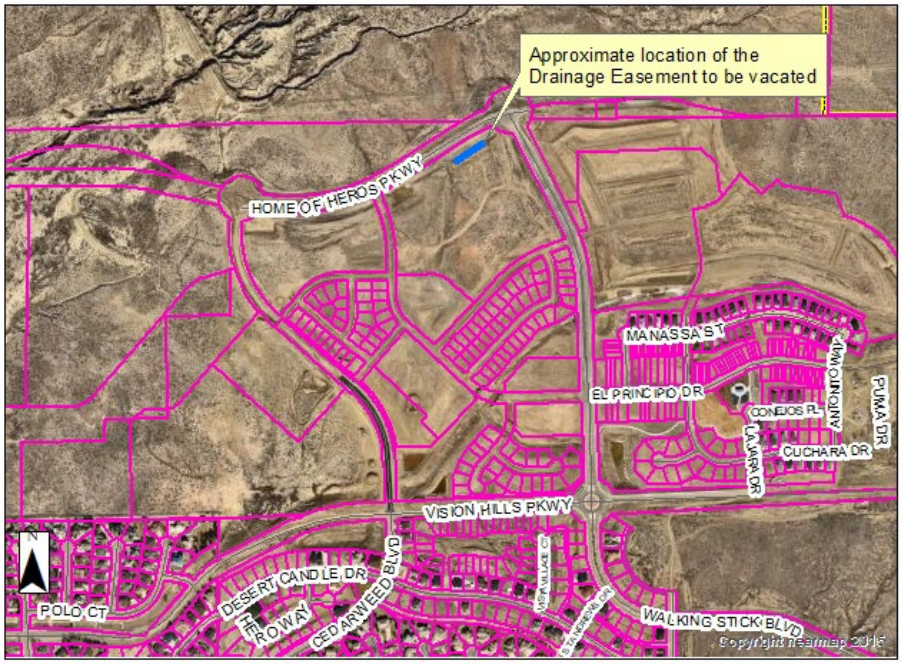
- City Public Works-no comment

- 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 Map
B. Zoning Map
C. Site Photographs
D. SRC Memo, June 6, 2024
E. Vacation Plat

ATTACHMENTS:



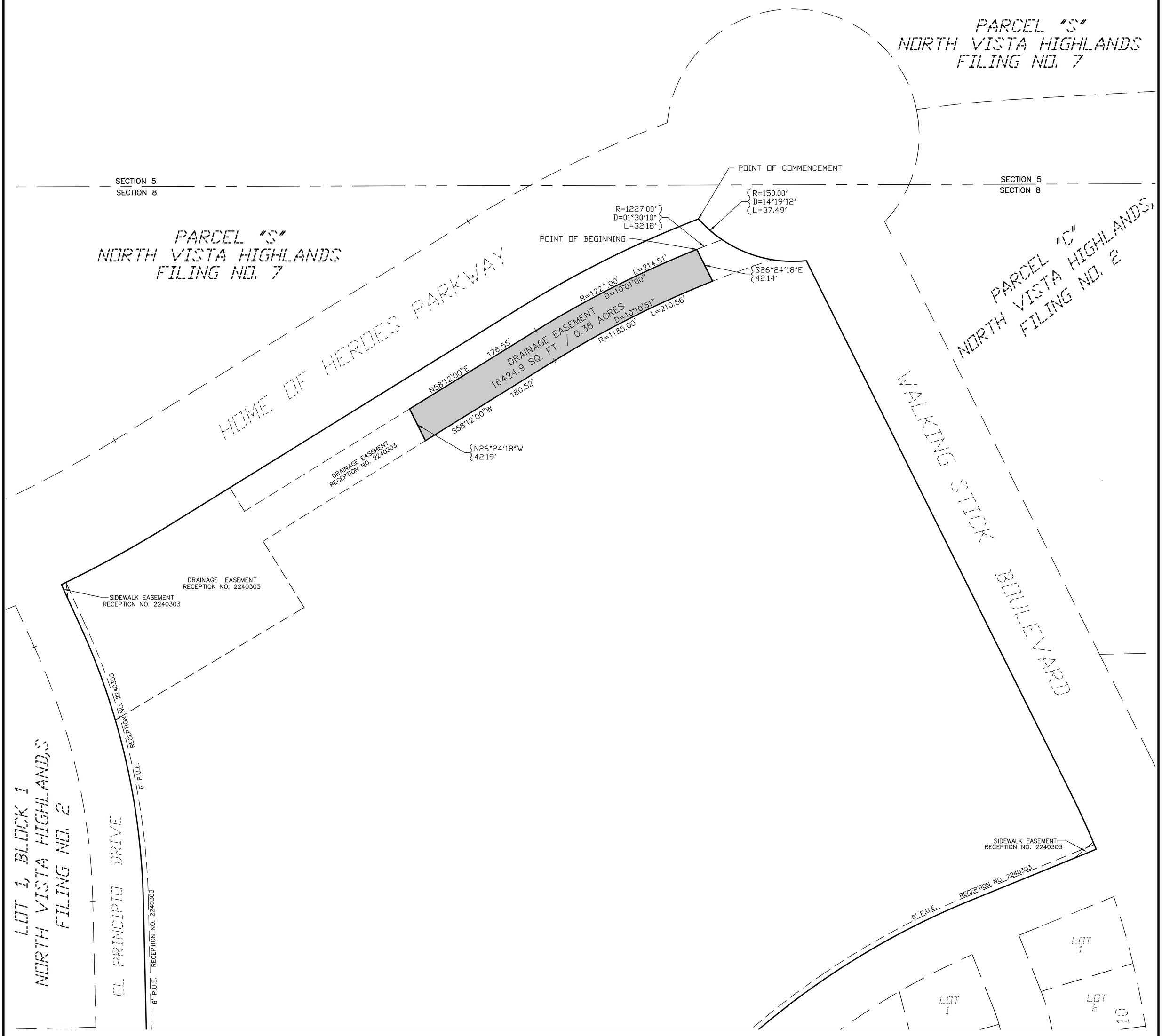
A. Aerial Photograph

Attachment D. Site Photos-Public Notice

Attachment D. View of parcel that contains the easement, looking southwest from Home of Heros Pkwy.

EASEMENT VACATION

A VACATION OF A PORTION OF A DRAINAGE EASEMENT
IN NORTH VISTA HIGHLANDS, FILING NO. 2
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



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RESERVATIONS:

None

PURPOSE:

RESUBDIVISION

SURVEYOR'S CERTIFICATION

I, MICHAEL L. CUPPY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS EASEMENT VACATION IS NOT BASED UPON ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION, BUT WAS PREPARED USING INFORMATION SHOWN ON THE PLAT OF NORTH VISTA HIGHLANDS, FILING NO. 2 RECORDED AUGUST 20, 2021 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER AS RECEPTION NO. 2240303. THE PROPERTY WITHIN THIS EASEMENT MAY OR MAY NOT BE PRESENTLY MONUMENTED. I HAVE NOT CONFIRMED THE PROPERTY PINS ARE ACCURATELY LOCATED.

Prepared By:

Northstar Engineering and Surveying, Inc.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy
Professional Land Surveyor
Colorado Registered No. 38485

LEGEND

= PROPOSED EASEMENT VACATION

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

SCALE: 1" = 60'

0 30' 60' 120'

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: June 6, 2024

Subject: V-23-11 North Vista Highlands, Filing No. 2, vacation of a portion of a drainage easement.

S-23-11 North Vista Highlands, Filing No. 9, A Special Area Plan

SAP-23-04 North Vista Highlands, Filing No. 9, A Special Area Plan

---

V-23-11

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested drainage easement be vacated with the following condition:

- Amend the Vacation Plat title to include the subdivision name, "North Vista Highlands, Filing No. 2." The title must be amended prior to City Council review.

S-23-11

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, June 6, 2024.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Remove all references to "Covenants" and utilize the title "Declaration and Party Wall Agreement for Legacy Townhomes." 2. Address all outstanding comments from the Stormwater Department, John Sakariason, June 3, 2024. 3. Address Wastewater Department comments on attached redlined SAP plat. 4. Address Department of Transportation Comments, noted on the attached annotated SAP and Supplemental Plat and within

	the memo issued by Melanie Turner, Transportation Engineer, June 6, 2024.

SAP-23-04

If the Planning and Zoning Commission is inclined to forward a recommendation to City Council that the requested Special Area Plan be approved, staff recommends the following conditions, to mitigate potential negative externalities and comply with existing regulatory mechanisms in effect on the property. The conditions must be addressed prior to City Council review and approval:

1. Amend the Declaration and Party Wall Agreement for Legacy Townhomes, Exhibit C-2 to state that "Parcels" not "Tracts," A-J shall be common elements, not "may" become common elements.
2. All language within the Declaration and Party Wall Agreement for Legacy Townhomes must reflect that the common areas identified on the Special Area Plan Plat are common elements, not that they may become common elements in the future.
3. The Founder referenced in the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands, recorded February 2019, must provide written consent to the amended Declaration and Party Wall Agreement for Legacy Townhomes.
4. The Special Area Plan (SAP) plat or the Declaration and Party Wall Agreement must stipulate the allowed location of private fencing (front yard, rear yard), maximum height of fence, permissible fencing materials, style, and color of fencing.
5. Amend Section 2.4, Legacy Townhomes Declaration to reflect the correct number of lots, 136 townhome lots and two multifamily lots.
6. Amend Section 7.4, Legacy Townhomes Declaration and Party Wall Agreement to refer to the North Vista Master Plan Planned Unit Development and or subsequent addendums/amendments as the regulatory document regarding uses within the townhome development.
7. Amend the Legacy Townhomes Declaration and Party Wall Agreement to include appropriate references to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands.
8. Amend the Legacy Townhomes Declaration and Party Wall Agreement to include appropriate references to the North Vista Master Plan Planned Unit Development Guide.
9. Amend the Legacy Townhomes Declaration and Party Wall Agreement to include appropriate references to the North Vista Design Guidelines.
10. Address accessory structures on the SAP plat; either provide provisions for the construction of accessory structures including, size, location, and appearance or specifically prohibit accessory structures.
11. Amend the Legacy Townhomes Declaration and Party Wall Agreement or SAP plat to include a list of acceptable and prohibited landscaping materials for the private lots. The list must include a tree selection of ornamental or dwarf size trees that are fruitless.
12. The SAP plat must include a reference to the approved townhome elevations, to include the architect or architecture firm, date of drawing, Planning and Zoning Commission approval date, and Planning and Zoning Commission case number.
13. The SAP plat must include a reference to the approved landscape plan, to include architect or architecture firm, date of drawing, Planning and Zoning Commission approval date, and Planning and Zoning Commission case number.

April 24, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Ruth Fezatte for the approval of the following applications generally located south of Home of Heros Parkway and west of Walking Stick Blvd.

V-23-11: Vacation of a portion of a drainage easement in North Vista Highlands Filing No. 2.
S-23-11: North Vista Highlands, Filing No. 9, A Special Area Plan subdivision of 19.52 acres into townhome lots and parcels for recreation and drainage.
SAP-23-04: North Vista Highlands, Filing No. 9, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets.

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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09Meeting 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
(719) 553-2339

CASE NUMBER: V-23-11

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: North Vista Highlands Filing #9 to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation 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 24, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the North Vista Highlands Filing #9, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

April 24, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
PUEBLO SPROUT DEVELOPMENT, LLC	6813 COMMERCE DR	HUBBARD	OH	44425-2945
PUEBLO SPROUT DEVELOPMENT LLC	PO BOX 248	HUBBARD	OH	44425-0248
PUEBLO HEIGHTS LLC	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
NVH 2B LLC	5155 LONE STAR PL	COLORADO SPRINGS	CO	80922-3600
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
N V H PHASE 2A LLC	4408 TURNBERRY CRESCENT	PUEBLO	CO	81001-1162

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 THE NORTH VISTA HIGHLANDS, FILING NO. 9, A SPECIAL AREA PLAN SUBDIVISION LOCATED SOUTH OF HOME OF HEROS PARKWAY AND WEST OF WALKING STICK BOULEVARD

SUMMARY:

The applicant is requesting to subdivide 19.52-acres into 136 townhome lots and two multifamily residential lots, private streets, parcels for pedestrian circulation, drainage, parking, landscaping, drainage, utilities, and a park in Planning Area 3 of the North Vista Highlands PUD.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to vacate a portion of a drainage easement in North Vista Highlands, Filing No. 2 (V-23-11) and is also requesting to establish a Special Area Plan for the 19.52-acres (SAP-23-04).

BACKGROUND:

The subject property is a re-subdivision of North Vista Highlands, Filing No. 2, located south of Home of Heros Parkway and west of Walking Stick Blvd. The proposed subdivision divides the property into 136 townhome lots, two multifamily residential lots and multiple parcels for pedestrian use, utilities, landscaping and park. A Special Area Plan is proposed for this subdivision to allow for the unique development of attached townhomes on individual lots that do not meet the minimum required lot width as prescribed by the North Vista Highlands PUD Development Guide and private streets. Each townhome will be located on an individual lot and will have a two-car garage that is accessed from the private street. All townhomes will have a small outdoor space which fronts onto a pedestrian path, located within parcels, providing pedestrian circulation throughout the development. The proposed development also includes drainage and detention parcels that will be landscaped, 20 visitor parking spaces and a park parcel that will include a small playground with a pedestrian path and landscaping.

A drainage and detention parcel will be located south of Home of Heros Parkway, providing a buffer between the townhomes and the arterial roadway (Home of Heros Pkwy). The parcels will be landscaped with irrigated native grass, river rock, decorative shrubs/grasses and provide a sidewalk that connects residents to Home of Heros Parkway, final approval of landscaping and architectural plans will take place with the PUD Site Plan approval process. The proposed development is in Planning Area 3 of the North Vista Highlands PUD Development Guide, which requires a minimum lot width of 30 feet for single-family attached homes. Section 17-4-29, of the Pueblo Municipal Code states, in any zone district after or in conjunction with approval of a subdivision plan, A Special Area Plan may be submitted to the Planning and Zoning Commission for unique planning and development, which may allow for exceptions to minimum setbacks and lot width and depth requirements for each building, with consideration for the protection of public health, safety, and general welfare. Therefore, the applicant is requesting approval of the proposed Special Area Plan in conjunction with the approval of the North Vista Highlands, Filing No. 9 Subdivision. A detailed discussion of the SAP provisions is included in the SAP-23-04, North Vista Highlands, Filing No. 9 Staff Report. The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The proposed subdivision, North Vista Highlands, Filing No. 9, will dedicate .83 acres of private neighborhood park, in Parcel H. North Vista Highlands, Filing No. 5 dedicated 3.5 acres for neighborhood park (Parcel E), which is located directly south of Parcel H in Filing No. 9. Filing No. 5 also dedicated 3.86 areas of park, in the form of landscaped open space and trails, totaling 7.36 acres of park. Parcel E and the open space and trails from Filing No. 5, meets the park requirement for both Filings 5 and 9 (286 dwelling units requires 4.29 acres of park); therefore the .83 acres of park dedicated in Filing 9 is surplus neighborhood park area. The sharing of park area between subdivisions is allowed within the PUD if the park is within a quarter mile of the subdivision and is large enough to accommodate the residential population based on the required .015 acres of park per dwelling unit.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 12, 2024 Regular Meeting, voted 7-0 to recommend approval with conditions.

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.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development.

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. S-23-11 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 9, A SPECIAL AREA PLAN SUBDIVISION LOCATED SOUTH OF HOME OF HEROS PARKWAY AND WEST OF WALKING STICK BOULEVARD

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

SECTION 1.

The final plat of the North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision, being a subdivision of land legally described as:

A parcel of land located in the Northwest one-quarter of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

All of Lot 1, Block 2, according to the recorded plat of North Vista Highlands, Filing No. 2 as filed for record on August 20, 2021 at Reception No. 2240303 in the office of the Pueblo County Clerk and Recorder.

Containing 19.52-acres, more or less.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That NVH 2B, LLC, a Colorado Limited Liability Company being the sole owner of the following property:

A parcel of land located in the Northwest one–quarter of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

All of Lot 1, Block 2, according to the recorded plat of North Vista Highlands, Filing No. 2 as filed for record on August 20, 2021 at Reception No. 2240303 in the office of the Pueblo County Clerk and Recorder.

Containing 19.52 acres, more or less.

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, blocks, parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 9.

Parcel A is hereby reserved for pedestrian, drainage, parking, and landscape purposes and subject to easements for such purposes to be owned and maintained by Legacy Townhomes Association, Inc. and the owners of Lots 1 & 2, Block 5, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Parcels B, C, F, G, and I are hereby reserved for pedestrian and landscape purposes and subject to easements for such purposes to be owned and maintained by Legacy Townhomes Association, Inc. subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Parcel H is hereby reserved for pedestrian, landscape, and private park purposes and subject to easements for such purposes to be owned and maintained by Legacy Townhomes Association, Inc. subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Parcels D and E are hereby reserved for pedestrian and drainage purposes and subject to easements for such purposes to be owned and maintained by Legacy Townhomes Association, Inc., subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Parcel J is hereby reserved for ingress/egress, drainage, private utility, public sanitary sewer, pedestrian, parking, and landscaping purposes and subject to easements for such purposes to be owned and maintained by Legacy Townhomes Association, Inc. and the owners of Lots 1 & 2, Block 5, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the easements for drainage, detention, sanitary, stormwater, trail and all public utilities, shown hereon, are hereby dedicated to the City for perpetual use of the public. With respect to all easements for city utilities, including but not limited to sanitary services and whether designated as a sanitary sewer easement, public utility easement or otherwise hereon, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from said owner(s).

Drainage facilities located within drainage easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the Owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

There shall be no direct vehicular access from and between any lot to Walking Stick Boulevard or Home of Heroes Parkway

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, _____, and recorded in the Office of the Clerk and Recorder of Pueblo County, Colorado.
Recorder of Pueblo County, Colorado.

IN WITNESS WHEREOF, Ruth Fezatte, the Manager of NVH 2B, LLC, a Colorado Limited Liability Company, sets her hand and seal this _____, day of _____, _____ A.D.:

NVH 2B, LLC
a Colorado Limited Liability Company

_____
Ruth Fezatte, Manager
NVH 2B, LLC
a Colorado Limited Liability Company

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County of _____ , State of _____ , do hereby certify that Ruth Fezatte, the Manager of NVH 2B, LLC, a Colorado Limited Liability Company, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be her free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of _____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public Date

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on July 13, 2021, at Reception No. 2234574, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc., a Colorado Corporation. David Resnick, President

By:_____
David Resnick, President

STATE OF _____)
)SS
COUNTY OF_____)

Subscribed and sworn to before me by _____ , as President of Jevin Investments, Inc., a Colorado Corporation on this _____ , day of _____ , 20____A.D.:

WITNESS my hand and notarial seal this_____ , day of _____ , 20 _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public Date

NORTH VISTA Planned PUD Units	
Planning Area 3:	675 Units Total
North Vista Highlands, Filing No. 5	(157) Units
North Vista Highlands Filing No. 9	(232) Units
Planning Area 3 balance:	286 Units Remaining

CURRENT NORTH VISTA PUD Park Dedication in Planning Area 3:

North Vista Highlands, Filing No. 5:
Neighborhood/Pocket Park Dedication
Parcels A, B, and C (drainage parcel with landscape and trail):
9.65 acres x 40% = 3.86 acres
Parcel E (park parcel): 3.50 acres
North Vista Highlands, Filing No. 9:
Parcel H (private park parcel): 0.83 acres

TOTAL PARK DEDICATION: 8.19 acres

North Vista Highlands PUD Park Dedication

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.	Open Space & Trails Ded.
1	PA–4	162	1.22 ac	2.44 ac	1.22 ac (PA–1)	4.46 ac	–
3	PA–4	33	0.25 ac	0.50 ac	0.25 ac (PA–7)	–	–
5	PA–3	157	1.18 ac	2.36 ac	1.18 ac (PA–1)	3.50 ac	3.86 ac
9	PA–3	232	1.74 ac	3.48 ac	1.74 ac (PA–1)	0.83 ac	–

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and 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:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works Date

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission Date

– NOTICE –

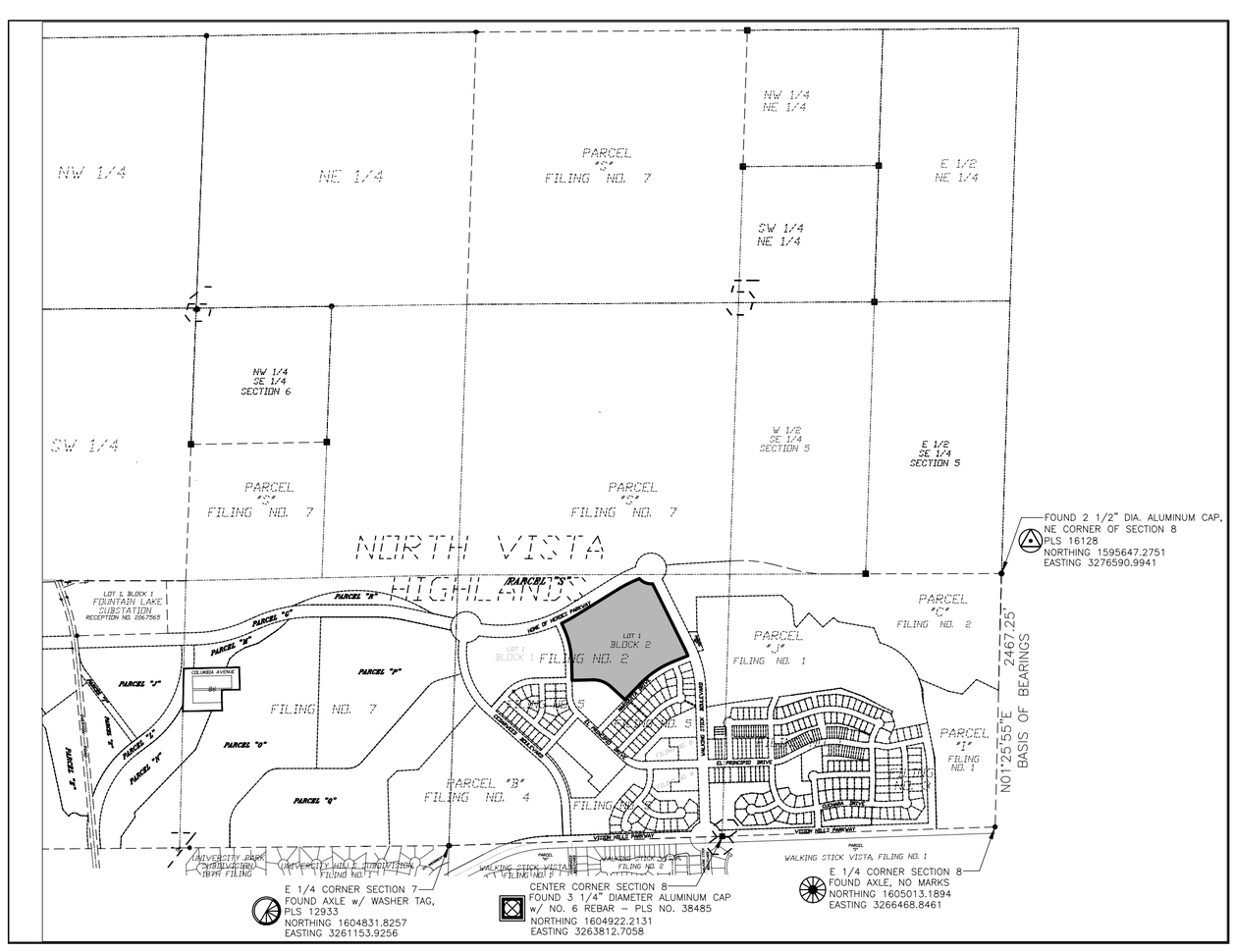
NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No._____ .

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 9 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk Date



MONUMENTATION MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 60'

0 30' 60' 120'

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "A"
NORTH VISTA HIGHLANDS
FILING NO. 7

HOME OF HEROES PARKWAY

N58°12'00"E 494.14'

PARCEL "A"
97,838 SF
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, PARKING EASEMENT, & DRAINAGE EASEMENT

STATE PLANE COORDINATES
NORTHING 1606994.9773
EASTING 3262250.6052

N25°48'15"W (R)

SIDEWALK EASEMENT
RECEPTION NO. 2240303

N24°33'30"W 54.15'

R=1380.00' L=144.42'
D=05°59'46"

DRAINAGE EASEMENT
RECEPTION NO. 2240303

DRAINAGE EASEMENT
RECEPTION NO. 2240303

PARCEL "A"
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, PARKING EASEMENT, & DRAINAGE EASEMENT

L=336.26' 6' P.U.E.

D=23°12'45"

RECEPTION NO. 2240303

R=830.00'

N01°20'45"W 180.01'

PARCEL "I"
5,486 SF

LOT 1, BLOCK 1
NORTH VISTA HIGHLANDS
FILING NO. 2

LOT 1, BLOCK 1
NORTH VISTA HIGHLANDS
FILING NO. 7

PARCEL "F"
1,658 SF
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, & DRAINAGE EASEMENT

PARCEL "D"
1,658 SF
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, & DRAINAGE EASEMENT

PARCEL "B"
18,165 SF
PEDESTRIAN EASEMENT & LANDSCAPING EASEMENT

PARCEL "H"
36,388 SF
PEDESTRIAN EASEMENT & LANDSCAPING EASEMENT
PRIVATE PARK

PARCEL "J"
178,674 SF
INGRESS/EGRESS EASEMENT, DRAINAGE EASEMENT, PRIVATE UTILITY EASEMENT, PEDESTRIAN EASEMENT, PARKING EASEMENT, LANDSCAPING EASEMENT, SEWER EASEMENT, AND PUBLIC UTILITY EASEMENT

PARCEL "G"
1,246 SF
PEDESTRIAN EASEMENT & LANDSCAPING EASEMENT

LOT 74,083 SF

BLOCK 1
LOT 1 2,263 SF
LOT 2 1,898 SF
LOT 3 2,886 SF
LOT 4 2,361 SF
LOT 5 2,669 SF
LOT 6 2,847 SF
LOT 7 2,479 SF
LOT 8 1,898 SF
LOT 9 3,029 SF
LOT 10 1,904 SF
LOT 11 2,032 SF
LOT 12 3,581 SF

BLOCK 2
LOT 1 3,040 SF
LOT 2 2,028 SF
LOT 3 2,028 SF
LOT 4 3,042 SF
LOT 5 3,042 SF
LOT 6 2,028 SF
LOT 7 2,028 SF
LOT 8 3,237 SF
LOT 9 3,237 SF
LOT 10 2,026 SF
LOT 11 2,026 SF
LOT 12 3,042 SF
LOT 13 2,418 SF
LOT 14 2,405 SF
LOT 15 2,847 SF
LOT 16 2,847 SF
LOT 17 2,847 SF
LOT 18 3,029 SF

BLOCK 3
LOT 1 2,847 SF
LOT 2 2,847 SF
LOT 3 3,055 SF
LOT 4 3,055 SF
LOT 5 2,847 SF
LOT 6 2,847 SF
LOT 7 3,055 SF
LOT 8 3,055 SF
LOT 9 2,847 SF
LOT 10 2,847 SF
LOT 11 2,263 SF
LOT 12 2,263 SF
LOT 13 2,847 SF
LOT 14 2,847 SF
LOT 15 2,847 SF
LOT 16 2,847 SF
LOT 17 2,847 SF
LOT 18 2,847 SF
LOT 19 1,898 SF
LOT 20 2,445 SF

BLOCK 4
LOT 1 2,445 SF
LOT 2 1,898 SF
LOT 3 2,847 SF
LOT 4 2,847 SF
LOT 5 1,898 SF
LOT 6 1,898 SF
LOT 7 2,847 SF
LOT 8 2,847 SF
LOT 9 1,898 SF
LOT 10 2,263 SF
LOT 11 2,263 SF
LOT 12 1,898 SF
LOT 13 3,055 SF
LOT 14 3,055 SF
LOT 15 2,847 SF
LOT 16 2,847 SF

BLOCK 6
LOT 1 2,847 SF
LOT 2 2,847 SF
LOT 3 1,898 SF
LOT 4 2,847 SF
LOT 5 2,847 SF
LOT 6 1,898 SF
LOT 7 1,898 SF
LOT 8 2,263 SF
LOT 9 2,263 SF
LOT 10 2,847 SF
LOT 11 1,898 SF
LOT 12 1,898 SF
LOT 13 2,847 SF
LOT 14 2,847 SF
LOT 15 1,898 SF
LOT 16 1,898 SF
LOT 17 2,847 SF
LOT 18 2,847 SF
LOT 19 1,898 SF
LOT 20 1,898 SF
LOT 21 2,847 SF

BLOCK 7
LOT 1 2,445 SF
LOT 2 1,898 SF
LOT 3 2,847 SF
LOT 4 2,263 SF
LOT 5 2,263 SF
LOT 6 2,263 SF
LOT 7 2,263 SF
LOT 8 2,263 SF
LOT 9 2,263 SF
LOT 10 1,898 SF
LOT 11 1,898 SF
LOT 12 2,914 SF
LOT 13 2,445 SF
LOT 14 1,898 SF
LOT 15 2,847 SF
LOT 16 2,263 SF
LOT 17 2,263 SF

BLOCK 8
LOT 1 2,669 SF
LOT 2 1,898 SF
LOT 3 2,847 SF
LOT 4 2,263 SF
LOT 5 2,263 SF

WES DRIVE
SABRINA DRIVE
MANUEL DRIVE
CHRISTINA DRIVE
FENGYING LANE
JENNY PARCEL "J" PLACE

PRIVATE PARK

SCALE: 1" = 40'
0 20' 40' 80'

BASIS OF BEARINGS
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PARCEL "E"
NORTH VISTA HIGHLANDS
FILING NO. 5

JN 1700929

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SECTION 5
SECTION 8

PARCEL "A"
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, PARKING EASEMENT, & DRAINAGE EASEMENT

R=1260.00' D=10°42'32" L=235.50'

R=150.00' D=54°32'34" L=142.79'

STATE PLANE COORDINATES
NORTHING 1607380.0435
EASTING 3263135.8158

DRAINAGE EASEMENT RECEPTION NO. 2240303

PARCEL "A"
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, PARKING EASEMENT, & DRAINAGE EASEMENT

PARCEL "F"
1,658 SF
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, & DRAINAGE EASEMENT

PARCEL "D"
1,658 SF
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, & DRAINAGE EASEMENT

PARCEL "J"
282.00' (OVERALL) 141.00'

WES DRIVE

BLOCK 1
LOT 13 3,058 SF
LOT 14 1,900 SF
LOT 15 1,898 SF
LOT 16 2,847 SF
LOT 17 2,847 SF
LOT 18 1,898 SF
LOT 19 1,898 SF
LOT 20 2,847 SF
LOT 21 2,847 SF
LOT 22 1,898 SF
LOT 23 1,916 SF
LOT 24 3,205 SF
LOT 25 3,234 SF
LOT 26 1,917 SF
LOT 27 1,898 SF
LOT 28 2,847 SF
LOT 29 2,847 SF
LOT 30 1,898 SF
LOT 31 1,898 SF
LOT 32 2,847 SF
LOT 33 2,847 SF
LOT 34 1,898 SF
LOT 35 2,445 SF

BLOCK 2
LOT 7 2,028 SF
LOT 8 3,237 SF
LOT 9 3,237 SF
LOT 10 2,026 SF
LOT 11 2,026 SF
LOT 12 3,042 SF
LOT 13 2,418 SF

BLOCK 3
LOT 1 2,624 SF
LOT 2 2,624 SF
LOT 3 3,055 SF
LOT 4 3,055 SF
LOT 5 3,055 SF
LOT 6 2,036 SF
LOT 7 3,055 SF
LOT 8 3,055 SF
LOT 9 3,029 SF
LOT 10 2,344 SF
LOT 11 2,263 SF
LOT 12 1,898 SF
LOT 13 2,847 SF
LOT 14 2,847 SF
LOT 15 1,898 SF
LOT 16 1,898 SF
LOT 17 2,847 SF
LOT 18 2,847 SF
LOT 19 1,898 SF
LOT 20 2,445 SF

BLOCK 4
LOT 1 2,445 SF
LOT 2 1,898 SF
LOT 3 2,847 SF
LOT 4 2,847 SF
LOT 5 1,898 SF
LOT 6 1,898 SF
LOT 7 2,847 SF
LOT 8 2,847 SF
LOT 9 1,898 SF
LOT 10 2,263 SF
LOT 11 2,344 SF
LOT 12 2,036 SF
LOT 13 3,055 SF
LOT 14 3,055 SF
LOT 15 2,036 SF
LOT 16 2,036 SF
LOT 17 3,055 SF
LOT 18 3,055 SF
LOT 19 1,898 SF
LOT 20 2,624 SF

BLOCK 5
LOT 1 74,083 SF
LOT 2 84,384 SF

BLOCK 6
LOT 1 2,263 SF
LOT 2 2,263 SF
LOT 3 1,898 SF
LOT 4 2,847 SF
LOT 5 2,847 SF
LOT 6 1,898 SF
LOT 7 1,898 SF
LOT 8 2,263 SF
LOT 9 2,263 SF
LOT 10 2,847 SF
LOT 11 1,898 SF
LOT 12 1,898 SF
LOT 13 2,847 SF
LOT 14 2,847 SF
LOT 15 1,898 SF
LOT 16 1,898 SF
LOT 17 2,847 SF
LOT 18 2,847 SF
LOT 19 1,898 SF
LOT 20 2,847 SF
LOT 21 2,847 SF

JOJO DRIVE
PARCEL "J"
709.37'
S26°24'18"E
3,902 SF

CHRISTINA DRIVE
PARCEL "J"
PARCEL "C"
PARCEL "G"

MANUEL DRIVE
PARCEL "J" (OVERALL)
PARCEL "J"

FENGYING LANE
PARCEL "J"
704.76' (OVERALL)
201.00'
490.33'
245.17'
6' PUBLIC UTILITY & PEDESTRIAN EASEMENT

JENNY PLACE
PARCEL "J"
PARCEL "C"
PARCEL "G"

PARCEL "C" 14,246 SF

MARINUITA DRIVE
L=388.79'
D=23°57'10"
D=05°05'55" L=82.76'
N67°49'57"E 160.29'
6' P.U.E. RECEPTION NO. 2240303
D=10°41'07" L=173.52'
D=02°42'40" L=47.00'
PEDESTRIAN EASEMENT (14'x32')
N27°15'59"W (R)
N37°57'23"W (R)
N40°40'03"W (R)

R=950.00' D=04°15'12" L=70.52'

STATE PLANE COORDINATES
NORTHING 1606680.4112
EASTING 3263480.2702

SIDEWALK EASEMENT RECEPTION NO. 2240303

PARCEL "J"
178,674 SF
INGRESS/EGRESS EASEMENT, DRAINAGE EASEMENT, PRIVATE UTILITY EASEMENT, PEDESTRIAN EASEMENT, PARKING EASEMENT, LANDSCAPING EASEMENT, SANITARY SEWER EASEMENT, AND PUBLIC UTILITY EASEMENT

PARCEL "J" IS A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2

SCALE: 1" = 40'
0 20' 40' 80'

BASIS OF BEARINGS
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "A"
NORTH VISTA HIGHLANDS
FILING NO. 2

HOME OF HERRIES PARK WAY

N58°12'00"E 494.14'

R=1260.00'

PARCEL "A"
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, PARKING EASEMENT, & DRAINAGE EASEMENT

PARCEL "A"
97,838 SF
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, PARKING EASEMENT, & DRAINAGE EASEMENT

STATE PLANE COORDINATES
NORTHING 1606994.9773
EASTING 3262250.6052

R=1380.00' L=144.42'
D=05°59'46"

N25°48'15"W (R)

SIDEWALK EASEMENT
RECEPTION NO. 2240303

N24°33'30"W 54.15'

DRAINAGE EASEMENT
RECEPTION NO. 2240303

DRAINAGE EASEMENT
RECEPTION NO. 2240303

L=336.26'

D=23°12'45"

R=830.00'

RECEPTION NO. 2240303

N01°20'45"W 180.01'

PARCEL "I"
5,486 SF

PARCEL "A"
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, PARKING EASEMENT, & DRAINAGE EASEMENT

PARCEL "B"
18,165 SF
PEDESTRIAN EASEMENT & LANDSCAPING EASEMENT

PARCEL "H"
36,388 SF
PEDESTRIAN EASEMENT & LANDSCAPING EASEMENT
PRIVATE PARK

PARCEL "J"
PARCEL "J"
PARCEL "J"
PARCEL "J"
PARCEL "J"

SABRINA DRIVE
WES DRIVE
MANUEL DRIVE
CHRISTINA DRIVE
JENNY PLACE
MARTINITA DRIVE

FENGYING LANE

PARCEL "C"
PARCEL "C"
PARCEL "G"
PARCEL "G"

PARCEL "E"

S88°39'15"W 201.92'

R=250.00' D=44°04'39" L=192.32'

N47°16'06"W 186.87'

S43°52'47"W 209.99'

R=930.00'

D=05°27'11"
L=88.57'

BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 6
BLOCK 7
BLOCK 8

LOT 1, BLOCK 1
NORTH VISTA HIGHLANDS
FILING NO. 2

LOT 14
LOT 13
BLOCK 8
LOT 12

LOT 74,083

LOT 25
LOT 24

SCALE: 1" = 40'

0 20' 40' 80'

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

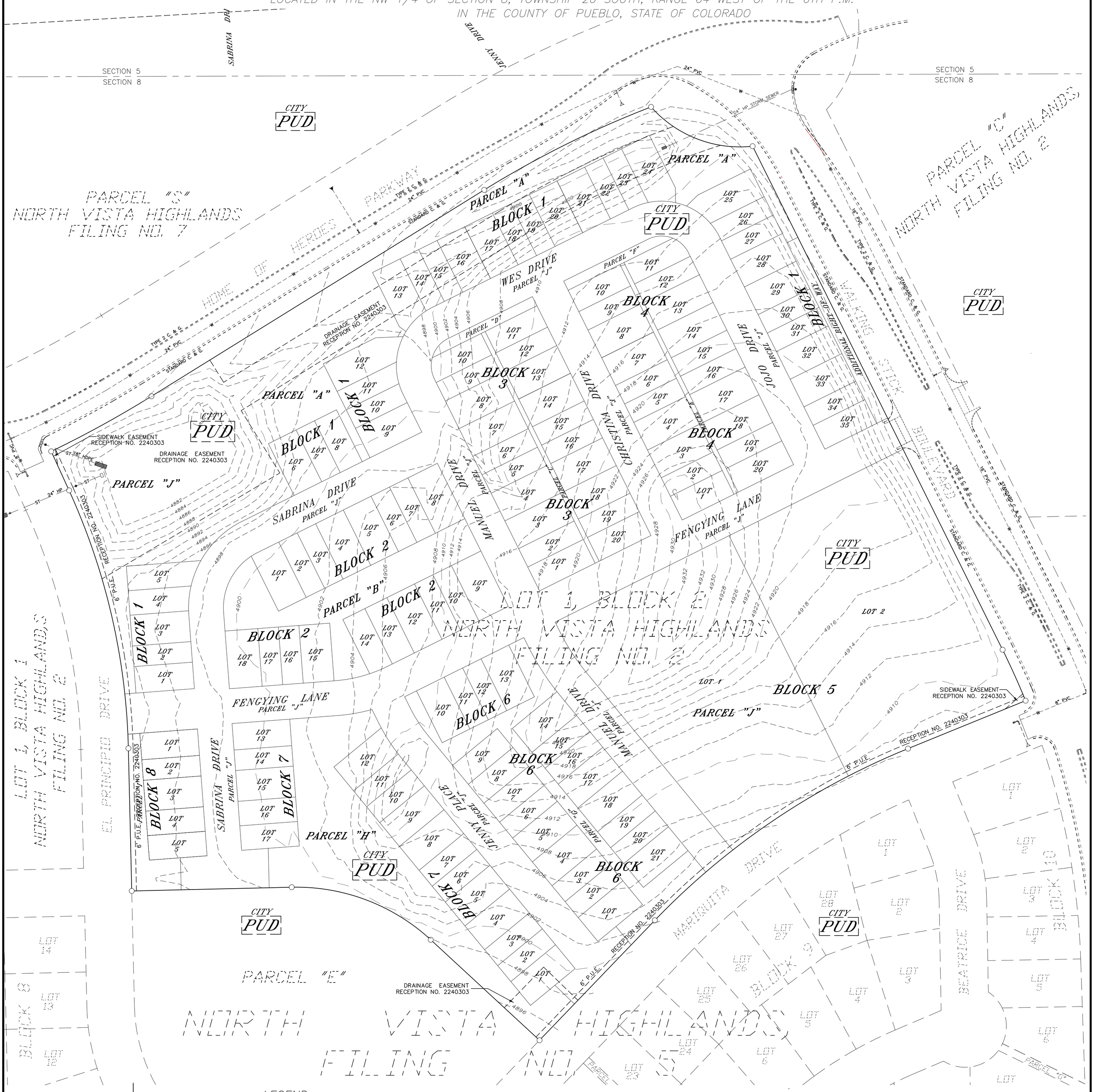
PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700929

SUPPLEMENTAL MAP OF:

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 60'

0 30' 60' 120'

BENCHMARK

TRIANGLE LOCATED ON SOUTHWEST CORNER OF CATCH BASIN LOCATED IN THE NORTHWEST CORNER OF THE INTERSECTION OF MUIRFIELD DRIVE AND ST. ANDREWS DRIVE.
NAVD 88 ELEVATION = 4874.80

NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

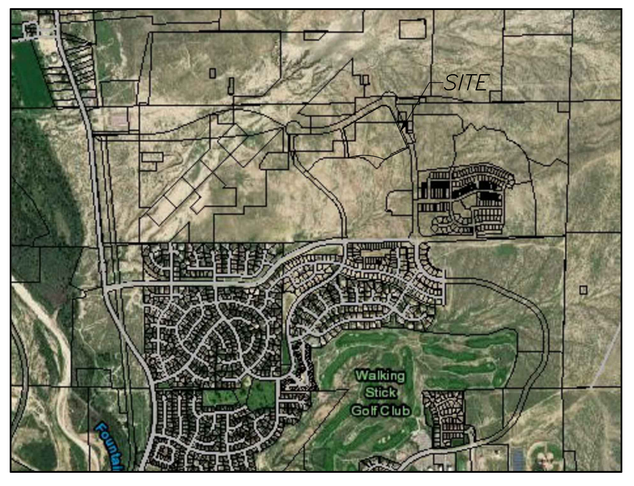
2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON 10-26-2023.

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY
PUD	CURRENT ZONING

	GUY WIRE
	POWER POLE
T	TELEPHONE PEDESTAL
WV	WATER VALVE
GAS	GAS VALVE
S	SANITARY SEWER MANHOLE
ST	STORM SEWER MANHOLE
W	WATER MANHOLE
	LIGHT POLE
4860	EXISTING CONTOUR (5 FOOT)
4863	EXISTING CONTOUR (1 FOOT)

E	UNDERGROUND ELECTRIC LINE
FOL	FIBER OPTIC LINE
OHE	OVERHEAD POWER LINE
G	GAS MAIN
S 8" PVC	SANITARY SEWER MAIN
ST 24" RCP	STORM SEWER MAIN
T	TELEPHONE LINE
W 24" PVC	WATER MAIN



VICINITY MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

SUBDIVIDERS: NVH 2B, LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

APRIL 15, 2024

JN 1700929

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

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

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Regina Maestri, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearings:

1. S-23-11 North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision, of 19.52 acres into townhome lots and parcels for recreation and drainage. Staff Report by Beritt Odom, *cont'd from June 12, 2024.*

Hearing: Applicant Mike Cuppy, North Star Engineering and Surveying was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council upon completion of one (1) staff condition, seconded by Aznar.

Motion Passed: 7-0

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-23-11 Easement Vacation – North Vista Highlands, Filing No. 2
S-23-11 North Vista Highlands, Filing No. 9, a Special Area Plan
SAP-23-04 North Vista Highlands, Filing No. 9, a Special Area Plan

DATE: August 19, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-23-11

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	June 12, 2024
SUBJECT:	North Vista Highlands, Filing No. 9, A Special Area Plan
APPLICANT:	Michael Cuppy, NorthStar Engineering and Surveying
PROPERTY OWNER:	NVH 2B LLC
LOCATION:	Generally located south of Home of Heros Parkway and west of Walking Stick Blvd.
EXISTING ZONE:	PUD, North Vista Highlands
CONCURRENT REQUESTS:	V-23-11 Vacation of a portion of a drainage easement in North Vista Highlands, Filing No. 2 SAP-23-04: Special Area Plan

REQUEST:
The applicant is requesting to subdivide 19.52-acres into 136 townhome lots and two multifamily residential lots, private streets, parcels for pedestrian circulation, drainage, parking, landscaping, drainage, utilities, and a park in Planning Area 3 of the North Vista Highlands PUD.

STAFF REVIEW AND FINDINGS:
The subject property is a re-subdivision of North Vista Highlands, Filing No. 2, located south of Home of Heros Parkway and west of Walking Stick Blvd. The proposed subdivision divides the property into 136 townhome lots, two multifamily residential lots and multiple parcels for pedestrian use, utilities, landscaping and park. A Special Area Plan is proposed for this subdivision to allow for the unique development of attached townhomes on individual lots that do not meet the minimum required lot width as prescribed by the North Vista Highlands PUD Development Guide and private streets. Each townhome will be located on an individual lot and will have a two-car garage that is accessed from the private street. All townhomes will have a small outdoor space which fronts onto a pedestrian path, located within parcels, providing pedestrian circulation throughout the development. The proposed development also includes drainage and detention parcels that will be landscaped, 20 visitor parking spaces and a park parcel that will include a small playground with a pedestrian path and landscaping. A drainage and detention parcel will be located south of Home of Heros Parkway, providing a buffer between the townhomes and the arterial roadway (Home of Heros Pkwy.). The parcels will be landscaped with irrigated native grass, river rock, decorative shrubs/grasses and provide a sidewalk that connects residents to Home of Heros Parkway, final approval of landscaping and architectural plans will take place with the PUD Site Plan approval process.

The proposed development is located in Planning Area 3 of the North Vista Highlands PUD Development Guide, which requires a minimum lot width of 30 feet for single-family attached homes. Section 17-4-29, of the Pueblo

Municipal Code states, in any zone district after or in conjunction with approval of a subdivision plan, A Special Area Plan may be submitted to the Planning and Zoning Commission for unique planning and development, which may allow for exceptions to minimum setbacks and lot width and depth requirements for each building, with consideration for the protection of public health, safety, and general welfare. Therefore, the applicant is requesting approval of the proposed Special Area Plan in conjunction with the approval of the North Vista Highlands, Filing No. 9 Subdivision. A detailed discussion of the SAP provisions is included in the SAP-23-04, North Vista Highlands, Filing No. 9 Staff Report.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider "to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project" (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filings 1, 5, and 9 will dedicate a total of 4.14 acres of District Park in Planning Area 1, North Vista Highlands, Filing No. 3 will dedicate .25 acres of District Park in Planning Area 7. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty.

The proposed subdivision, North Vista Highlands, Filing No. 9, will dedicate .83 acres of private neighborhood park, in Parcel H. North Vista Highlands, Filing No. 5 dedicated 3.5 acres for neighborhood park (Parcel E), which is located directly south of Parcel H in Filing No. 9. Filing No. 5 also dedicated 3.86 areas of park, in the form of landscaped open space and trails, totaling 7.36 acres of park. Parcel E and the open space and trails from Filing No. 5, meets the park requirement for both Filings 5 and 9 (286 dwelling units requires 4.29 acres of park); therefore the .83 acres of park dedicated in Filing 9 is surplus neighborhood park area. The sharing of park area between subdivisions is allowed within the PUD as long as the park is within a quarter mile of the subdivision and is large enough to accommodate the residential population based on the required .015 acres of park per dwelling unit.

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, June 6, 2024.

Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Address Wastewater Department comments on attached redlined SAP plat.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	North Vista Highlands PUD: Home of Heros Parkway and unsubdivided, undeveloped land, within the North Vista Highlands PUD
East	North Vista Highlands PUD: North Vista, Highlands, Filing No. 3, unimproved and un-recorded subdivision dedicated for residential, mixed-use residential and parks.
South	North Vista Highlands PUD: unimproved, North Vista Highlands, Filing No. 5 Subdivision
West	North Vista Highlands PUD: unimproved, North Vista Highlands, Filing No. 2.

- **Comprehensive Plan Compliance:**
  The project site is designated by the Pueblo Regional Comprehensive Plan as "Suburban Neighborhood." Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development should accommodates a similar mix of lot sizes and housing types. Additionally, pedestrian and bicycle connectivity should be provided within and between neighborhoods.

  The proposed North Vista Highlands, Filing No. 9, creates 136 lots for townhome development, provisions for trails linking residences to the neighborhood park and the surrounding neighborhoods. The proposed subdivision is consistent with the PUD Development Guide and the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  - The proposed Special Area Plan allows for exceptions to lot width and depth so long as the overall density is not greater than if each individual parcel were built upon with a lot size conforming to the requirements of the zone district. North Vista Highlands, Filing No. 9, a Special Area Plan, proposes

lot widths of 39-feet and 26-feet wide with a depth of 73-feet for the attached townhome development. The North Vista PUD allows for a minimum lot width of 30-feet, averaged within the block, and does not specify a minimum lot area. The maximum gross density for Planning Area 3 is 20 dwelling units per acre. The proposed townhome and possibly multi-family development on Lots 1 and 2, Block 5 propose a maximum density of 11.88 units per acre. The proposed North Vista Highlands, Filing No. 9, A Special Area Plan, does not exceed the maximum residential density prescribed by the PUD.

REFERRAL AGENCIES AND COMMENTS:

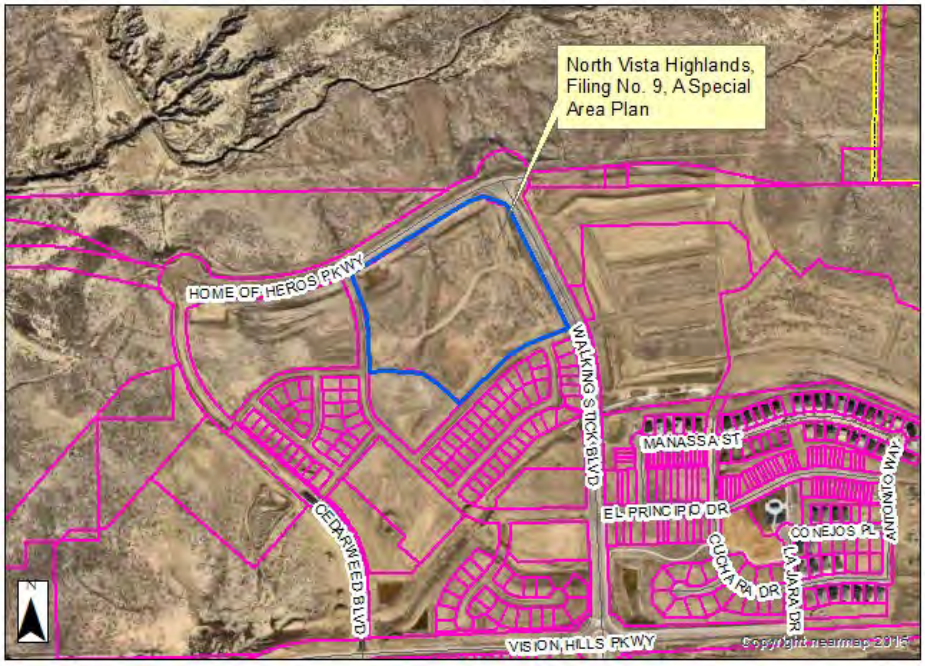
- City Public Works-Comments addressed
- City Transportation-Please see attached memo, dated July 2, 2024, from Melanie Turner, Traffic Engineer, and annotated plat.
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-No comment
- City Wastewater-See attached redline comments
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- City GIS-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

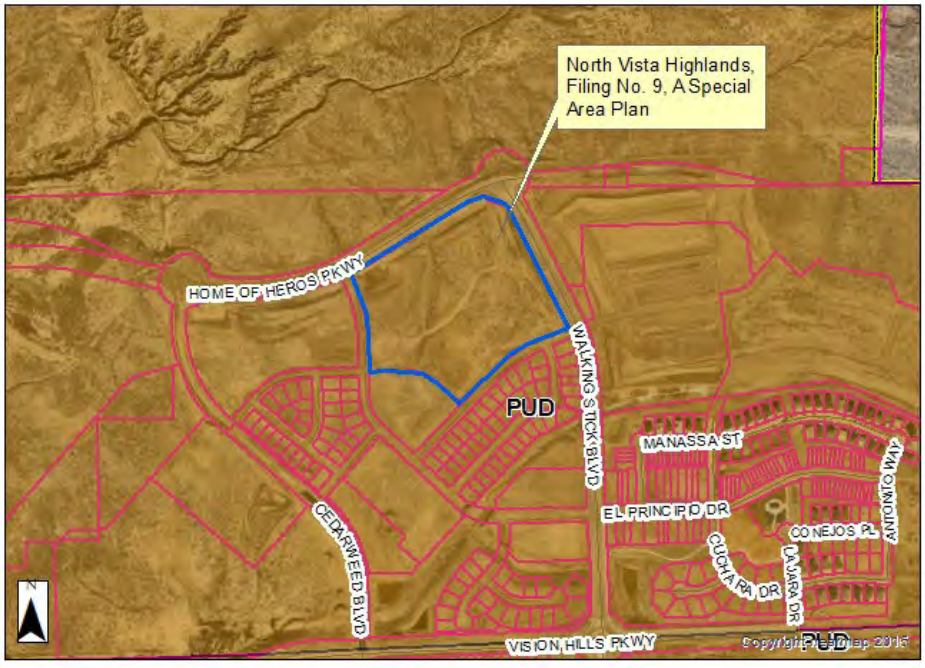
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo July 2, 2024
F. Subdivision Application
G. Subdivision Plat
H. Wastewater Redline Plats
I. Melanie Turner, Memo, July 2, 2024
J. Melanie Turner, Annotated Plat

I.

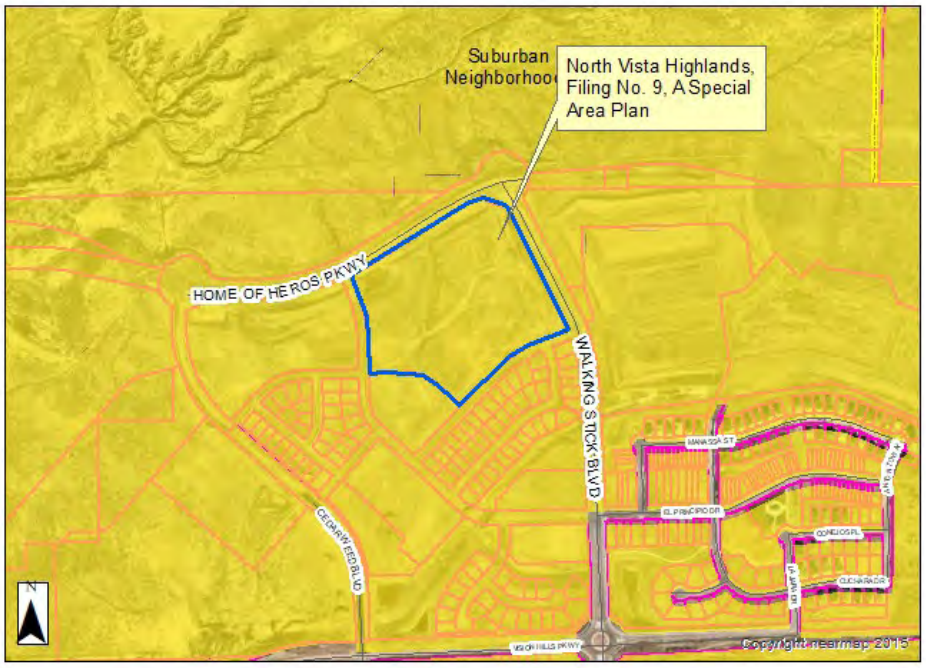
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos

North Vista Highlands, Filing No. 9, looking west from Walking Stick Blvd.

North Vista Highlands, Filing No. 9, looking southwest from Home of Heros Pkwy.

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: July 2, 2024

Subject: V-23-11 North Vista Highlands, Filing No. 2, vacation of a portion of a drainage easement.

S-23-11 North Vista Highlands, Filing No. 9, A Special Area Plan

SAP-23-04 North Vista Highlands, Filing No. 9, A Special Area Plan

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V-23-11

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested drainage easement be vacated with the following condition:

- Amend the Vacation Plat title to include the subdivision name, "North Vista Highlands, Filing No. 2." The title must be amended prior to City Council review.

S-23-11

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Address Wastewater Department comments on attached redlined SAP plat.

SAP-23-04

If the Planning and Zoning Commission is inclined to forward a recommendation to City Council that the requested Special Area Plan be approved, staff recommends the following conditions, The conditions must be addressed prior to City Council review and approval:

1. The SAP plat must include a note that defers all architectural, site planning, landscaping, covenants, restrictions, conveyances, and special agreements, which will govern the development, use, maintenance, open space, recreational facilities and continued protection of the Site Plan area, to a separate PUD Site Plan review process, per Section 17-8-7 of the Pueblo Municipal Code.
2. Provide a plat note on the SAP plan, which states the development is intended to be developed in four phases.

city of PUEBLO colorado
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 Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: Ruth Fezatte		Name:	
Company NVH 2B, LLC.		Company:	
Address: 5155 Lone Star Pl.	Zip: 80922	Address:	Zip:
Phone: (719) 358-0722		Phone: ( )	
Email: ruthfezatte123@gmail.com		Email:	
Engineer		**Surveyor**	
Name: Michael L. Cuppy		Name: Same as Engineer	
Company: NorthStar Engineering & Surveying, Inc.		Company:	
Address: 111 E. 5th St.	Zip: 81003	Address:	Zip:
Phone: (719) 544-6823		Phone: ( )	
Email: mcuppy@northstar-co.com		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Southwest corner of Walking Stick Blvd. and Home of Heroes Pkwy.

Parcel No(s): 408205001

Existing Zone: PUD | Proposed Zone (if applicable):

PUD Name (if applicable): North Vista Master Plan

Project Scope

Project Name: North Vista Highlands, Filing No. 9

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☒ Subdivision: # of lots: 137 Total acres: 19.5 ac
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

5/2020

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:

Resubdivision of Lot 1, Block 2 of North Vista Highlands, Filing 2 into 5 lots, private drives, and associated easements for the purpose of a new townhome residential and apartment multi-family project.

What is the total acreage included in the project? 19.5 ac

What is the proposed use of the property?

☐ Commercial ☒ Multi-family ☐ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☒ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☒ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner		
Print Name:	Ruth Lin Fezatte	
Signature:		Date: 11/29/2023
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)		
Application checked for completeness by:	Date:	Fee Paid:

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That NVH 2B, LLC, a Colorado Limited Liability Company being the sole owner of the following property:

A parcel of land located in the Northwest one–quarter of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

All of Lot 1, Block 2, according to the recorded plat of North Vista Highlands, Filing No. 2 as filed for record on August 20, 2021 at Reception No. 2240303 in the office of the Pueblo County Clerk and Recorder.

Containing 19.52 acres, more or less.

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, blocks, parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 9.

Parcel A is hereby reserved for pedestrian, drainage, parking, and landscape purposes to be owned and maintained by Legacy Townhomes Association, Inc. and the owners of Lots 1 & 2, Block 5, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Parcels B, C, F, G, and I are hereby reserved for pedestrian and landscape purposes to be owned and maintained by Legacy Townhomes Association, Inc. subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Parcel H is hereby reserved for pedestrian, landscape, and private park purposes to be owned and maintained by Legacy Townhomes Association, Inc. subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Parcels D and E are hereby reserved for pedestrian and drainage purposes to be owned and maintained by Legacy Townhomes Association, Inc., subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Parcel J is hereby reserved for ingress/egress, drainage, private utility, public sanitary sewer, pedestrian, parking, and landscaping purposes to be owned and maintained by Legacy Townhomes Association, Inc. and the owners of Lots 1 & 2, Block 5, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the easements for drainage, detention, sanitary, stormwater, trail and all public utilities, shown hereon, are hereby dedicated to the City for perpetual use of the public. With respect to all easements for city utilities, including but not limited to sanitary services and whether designated as a sanitary sewer easement, public utility easement or otherwise hereon, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from said owner(s).

Drainage facilities located within drainage easements shown hereon shall be installed, repaired, and maintained in good working order and condition by Legacy Townhomes Association, Inc. and the owners of Lots 1 & 2, Block 5. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated May 13, 2024 and filed contemporaneously with the annexed plat.

The owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon, shall be responsible for maintenance of the Stormwater Facilities pursuant to the Operations and Maintenance (O&M) Manual and all permanent Best Management Practices (BMPs). Requirements include, but are not limited to, installing the specified BMPs contained in the Drainage Report and Plan for North Vista Highlands, Filing No. 2 and maintaining the Facilities as shown in the O&M Manual as approved by the City. If the Facilities are not properly maintained, the City may provide necessary maintenance and assess the cost to the Owner of the property in accordance with the Stormwater Facility Maintenance Agreement approved by the City and recorded at the Pueblo County Clerk and Recorder's Office.

There shall be no direct vehicular access from and between any lot to Walking Stick Boulevard or Home of Heroes Parkway

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, _____, and recorded in the Office of the Clerk and Recorder of Pueblo County, Colorado.

IN WITNESS WHEREOF, Ruth Fezatte, the Manager of NVH 2B, LLC, a Colorado Limited Liability Company, sets her hand and seal this _____, day of _____, _____ A.D.:

NVH 2B, LLC
a Colorado Limited Liability Company

_____
Ruth Fezatte, Manager
NVH 2B, LLC
a Colorado Limited Liability Company

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County of _____ , State of _____ , do hereby certify that Ruth Fezatte, the Manager of NVH 2B, LLC, a Colorado Limited Liability Company, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be her free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of _____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public Date

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on July 13, 2021, at Reception No. 2234574, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc., a Colorado Corporation. David Resnick, President

By:_____
David Resnick, President

STATE OF _____)
)SS
COUNTY OF_____)

Subscribed and sworn to before me by _____ , as President of Jevin Investments, Inc., a Colorado Corporation on this _____ , day of _____ , 20____A.D.:

WITNESS my hand and notarial seal this_____ , day of _____ , 20 _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public Date

NORTH VISTA Planned PUD Units	
Planning Area 3:	675 Units Total
North Vista Highlands, Filing No. 5	(157) Units
North Vista Highlands Filing No. 9	(232) Units
Planning Area 3 balance:	286 Units Remaining

CURRENT NORTH VISTA PUD Park Dedication in Planning Area 3:

North Vista Highlands, Filing No. 5:
Neighborhood/Pocket Park Dedication
Parcels A, B, and C (drainage parcel with landscape and trail):
9.65 acres x 40% = 3.86 acres
Parcel E (park parcel): 3.50 acres
North Vista Highlands, Filing No. 9:
Parcel H (private park parcel): 0.83 acres

TOTAL PARK DEDICATION: 8.19 acres

North Vista Highlands PUD Park Dedication

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.	Open Space & Trails Ded.
1	PA–4	162	1.22 ac	2.44 ac	1.22 ac (PA–1)	4.46 ac	–
3	PA–4	33	0.25 ac	0.50 ac	0.25 ac (PA–7)	–	–
5	PA–3	157	1.18 ac	2.36 ac	1.18 ac (PA–1)	3.50 ac	3.86 ac
9	PA–3	232	1.74 ac	3.48 ac	1.74 ac (PA–1)	0.83 ac	–

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and 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:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works Date

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission Date

– NOTICE –

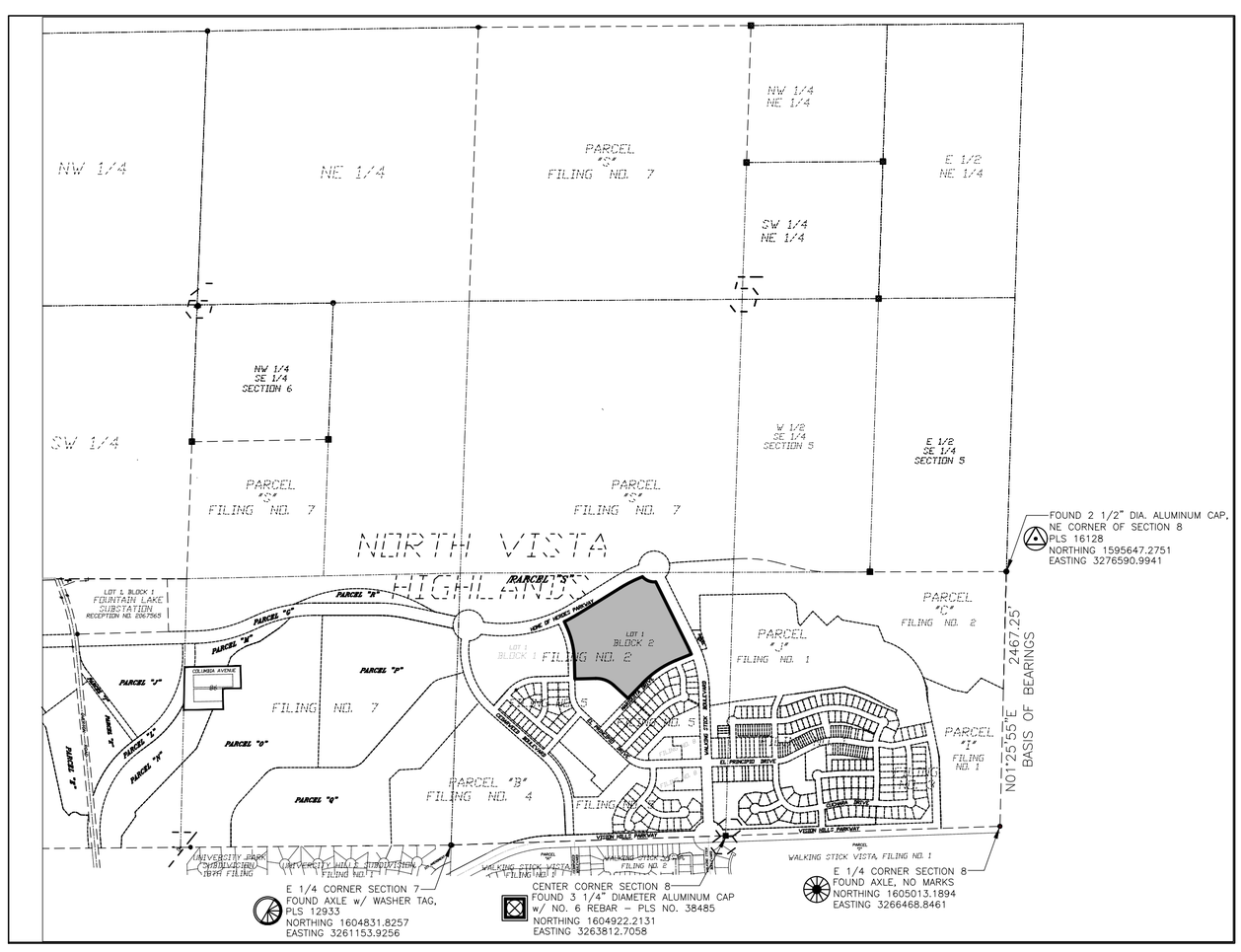
NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No._____ .

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 9 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk Date

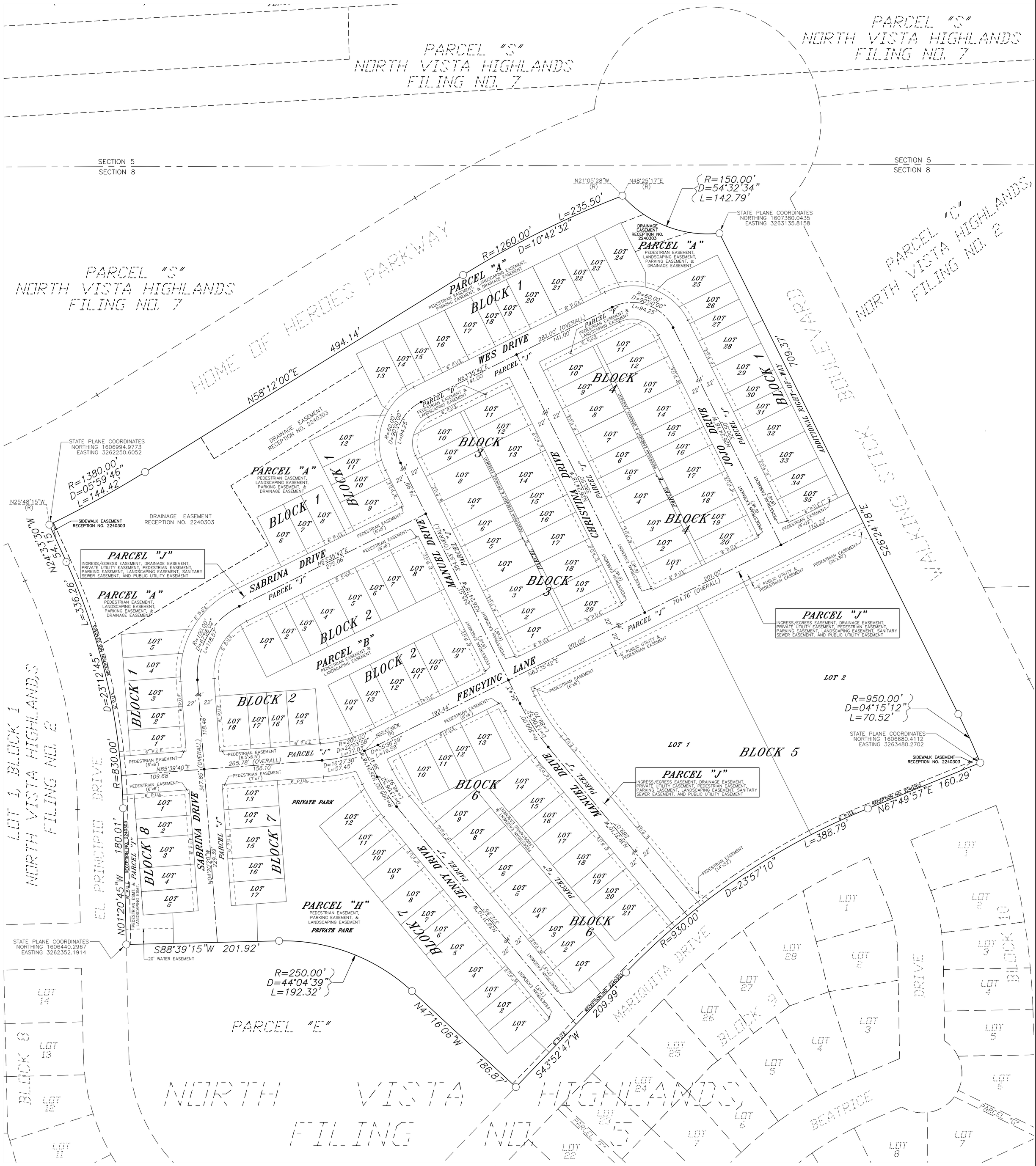


MONUMENTATION MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 60'

0 30' 60' 120'

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "S"
NORTH VISTA HIGHLANDS
FILING NO. 7

HOME OF HEROES PARKWAY

494.14'
N58°12'00"E

PARCEL "A"
97,838 SF
PEDESTRIAN EASEMENT,
LANDSCAPING EASEMENT,
PARKING EASEMENT, &
DRAINAGE EASEMENT

DRAINAGE EASEMENT
RECEPTION NO. 2240303

STATE PLANE COORDINATES
NORTHING 1606994.9773
EASTING 3262250.6052

N25°48'15"W (R)

SIDEWALK EASEMENT
RECEPTION NO. 2240303

N24°33'30"W
54.15'

R=1380.00' L=144.42'
D=05°59'46"

DRAINAGE EASEMENT
RECEPTION NO. 2240303

PARCEL "A"
PEDESTRIAN EASEMENT,
LANDSCAPING EASEMENT,
PARKING EASEMENT, &
DRAINAGE EASEMENT

L=336.26'
6' P.U.E.
D=23°12'45"
R=830.00'
RECEPTION NO. 2240303

LOT 1, BLOCK 1
NORTH VISTA HIGHLANDS
FILING NO. 2

LOT 1, BLOCK 1
NORTH VISTA HIGHLANDS
FILING NO. 7

PARCEL "I"
5,486 SF
PEDESTRIAN ESMT. &
LANDSCAPING ESMT.

20' WATER EASEMENT
62.46'

N01°20'45"W 180.01'

S88°39'15"W 201.92'

111.08'

28.38'

R=250.00' D=44°04'39" L=192.32'

N47°16'06"W 186.87'

63.50'

S43°52'47"W 209.99'

STATE PLANE COORDINATES
NORTHING 1606440.2967
EASTING 3262352.1914

SCALE: 1" = 40'

0 20' 40' 80'

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

PARCEL "H"
36,388 SF
PEDESTRIAN EASEMENT &
LANDSCAPING EASEMENT
PRIVATE PARK

PARCEL "J"
178,674 SF
INGRESS/EGRESS EASEMENT, DRAINAGE
PRIVATE UTILITY EASEMENT, PEDESTRIA
PARKING EASEMENT, LANDSCAPING EA
SEWER EASEMENT, AND PUBLIC UTILIT

LOT
74,083 S

PARCEL "E"
NORTH VISTA HIGHLANDS
FILING NO. 5

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SECTION 5
SECTION 8

PARCEL "A"
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, PARKING EASEMENT, & DRAINAGE EASEMENT

R=1260.00' D=10°42'32" L=235.50'

R=150.00' D=54°32'34" L=142.79'

STATE PLANE COORDINATES
NORTHING 1607380.0435
EASTING 3263135.8158

DRAINAGE EASEMENT RECEPTION NO. 2240303

PARCEL "F" 1,658 SF
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, & DRAINAGE EASEMENT

PARCEL "D" 1,658 SF
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, & DRAINAGE EASEMENT

PARCEL "J" 282.00' (OVERALL) 141.00'

WES DRIVE

BLOCK 1 — LOTS 13–20, LOTS 1–12

BLOCK 2 — LOTS 1–13

BLOCK 3 — LOTS 1–20

BLOCK 4 — LOTS 1–20

BLOCK 5 — LOTS 1–35

BLOCK 6 — LOTS 1–21

JOJO DRIVE

MANUEL DRIVE

CHRISTINA DRIVE

JENNY PLACE

FENGYING LANE

MARINUITA DRIVE

PARCEL "J" 704.76' (OVERALL) 709.37'

PARCEL "C" 14,246 SF

PARCEL "G"

PARCEL "J"
178,674 SF
INGRESS/EGRESS EASEMENT, DRAINAGE EASEMENT, PRIVATE UTILITY EASEMENT, PEDESTRIAN EASEMENT, PARKING EASEMENT, LANDSCAPING EASEMENT, SANITARY SEWER EASEMENT, AND PUBLIC UTILITY EASEMENT

LOT 2
84,384 SF

LOT 1
74,083 SF

R=950.00' D=04°15'12" L=70.52'

STATE PLANE COORDINATES
NORTHING 1606680.4112
EASTING 3263480.2702

SIDEWALK EASEMENT RECEPTION NO. 2240303

N67°49'57"E 160.29'

L=388.79' D=23°57'10"

D=05°05'55" L=82.76'

D=10°41'07" L=173.52'

D=02°42'40" L=47.00'

N27°15'59"W (R)

N37°57'23"W (R)

N40°40'03"W (R)

PEDESTRIAN EASEMENT (14'x32')

6' P.U.E. RECEPTION NO. 2240303

PARCEL "A" 3,902 SF

PARCEL "A" 110.33'

PARCEL "A" 1084.41'

S26°24'18"E 930.00'

N26°24'18"W 1260.00'

N26°24'18"W 1260.41'

N26°24'18"W 1260.53'

N26°24'18"W 1260.68'

N26°24'18"W 1260.98'

N26°24'18"W 1261.15'

N26°24'18"W 1261.33'

N26°24'18"W 1261.49'

N26°24'18"W 1261.65'

N26°24'18"W 1261.81'

N26°24'18"W 1261.97'

N26°24'18"W 1262.13'

N26°24'18"W 1262.30'

N26°24'18"W 1262.46'

N26°24'18"W 1262.62'

N26°24'18"W 1262.78'

N26°24'18"W 1262.94'

N26°24'18"W 1263.10'

N26°24'18"W 1263.26'

N26°24'18"W 1263.42'

N26°24'18"W 1263.58'

N26°24'18"W 1263.74'

N26°24'18"W 1263.90'

N26°24'18"W 1264.06'

N26°24'18"W 1264.22'

N26°24'18"W 1264.38'

N26°24'18"W 1264.54'

N26°24'18"W 1264.70'

N26°24'18"W 1264.86'

N26°24'18"W 1265.02'

N26°24'18"W 1265.18'

N26°24'18"W 1265.34'

N26°24'18"W

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "A"
NORTH VISTA HIGHLANDS
FILING NO. 2

HOME OF HERRIES PARKWAY

PARCEL "A"
97,838 SF
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, PARKING EASEMENT, & DRAINAGE EASEMENT

PARCEL "A"
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, PARKING EASEMENT, & DRAINAGE EASEMENT

PARCEL "B"
18,165 SF
PEDESTRIAN EASEMENT & LANDSCAPING EASEMENT

PARCEL "H"
36,388 SF
PEDESTRIAN EASEMENT & LANDSCAPING EASEMENT
PRIVATE PARK

PARCEL "I"

PARCEL "J"

PARCEL "C"

PARCEL "D"
1,658 SF
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, & DRAINAGE EASEMENT

PARCEL "F"
1,658 SF
PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, & DRAINAGE EASEMENT

PARCEL "J"
178,674 SF
INGRESS/EGRESS EASEMENT, DRAINAGE EASEMENT, PRIVATE UTILITY EASEMENT, PEDESTRIAN EASEMENT, PARKING EASEMENT, LANDSCAPING EASEMENT, SEWER EASEMENT, AND PUBLIC UTILITY EASEMENT

R=1260.00'
494.14'
N58°12'00"E
R=1380.00' L=144.42'
D=05°59'46"
STATE PLANE COORDINATES
NORTHING 1606994.9773
EASTING 3262250.6052
N25°48'15"W (R)
N24°33'30"W 54.15'
SIDEWALK EASEMENT RECEPTION NO. 2240303
L=336.26'
D=23°12'45"
R=830.00'
RECEPTION NO. 2240303
N01°20'45"W 180.01'
S88°39'15"W 201.92'
R=250.00' D=44°04'39" L=192.32'
N47°16'06"W 186.87'
S43°52'47"W 209.99'
STATE PLANE COORDINATES
NORTHING 1606440.2967
EASTING 3262352.1914
DRAINAGE EASEMENT RECEPTION NO. 2240303
FENGYING LANE
SABRINA DRIVE
MANUEL DRIVE
CHRISTINA DRIVE
WES DRIVE
JENNY PLACE
MARTINIQUE DRIVE
FENGYIN
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 6
BLOCK 7
BLOCK 8
LOT 1, BLOCK 1
NORTH VISTA HIGHLANDS
FILING NO. 2

SCALE: 1" = 40'
0 20' 40' 80'

BASIS OF BEARINGS
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PARCEL "E"
NORTH VISTA HIGHLANDS

JN 1700929

SUPPLEMENTAL MAP OF:

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

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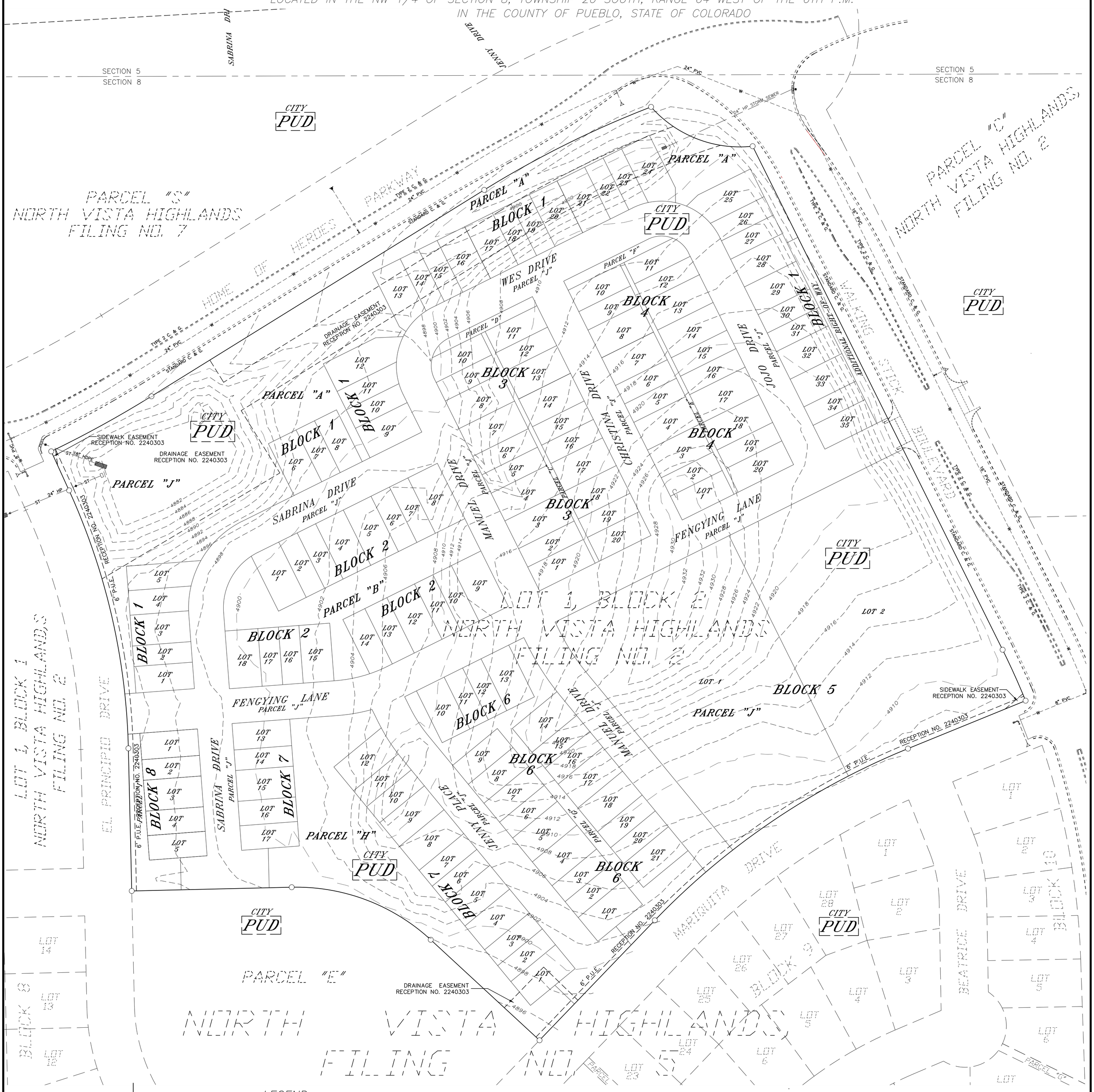
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

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▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY
PUD	CURRENT ZONING

	GUY WIRE
	POWER POLE
T	TELEPHONE PEDESTAL
WV	WATER VALVE
GAS	GAS VALVE
S	SANITARY SEWER MANHOLE
ST	STORM SEWER MANHOLE
W	WATER MANHOLE
	LIGHT POLE
4860	EXISTING CONTOUR (5 FOOT)
4863	EXISTING CONTOUR (1 FOOT)

E	UNDERGROUND ELECTRIC LINE
FOL	FIBER OPTIC LINE
OHE	OVERHEAD POWER LINE
G	GAS MAIN
S 8" PVC	SANITARY SEWER MAIN
ST 24" RCP	STORM SEWER MAIN
T	TELEPHONE LINE
W 24" PVC	WATER MAIN

SCALE: 1" = 60'

0 30' 60' 120'

BENCHMARK

TRIANGLE LOCATED ON SOUTHWEST CORNER OF CATCH BASIN LOCATED IN THE NORTHWEST CORNER OF THE INTERSECTION OF MUIRFIELD DRIVE AND ST. ANDREWS DRIVE.
NAVD 88 ELEVATION = 4874.80

NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON 10-26-2023.

VICINITY MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

SUBDIVIDERS: NVH 2B, LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

APRIL 15, 2024

JN 1700929

SHEET 1 OF 1

A SPECIAL AREA PLAN OF:

NORTH VISTA HIGHLANDS, FILING NO. 9
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☼	STREET LIGHT (EXISTING/OR AS DESIGNED)
☼	STREET LIGHT (PROPOSED)

----------E----------	UNDERGROUND ELECTRIC LINE
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	PROPOSED CONCRETE SIDEWALK/DRIVEWAY
	PROPOSED BUILDING

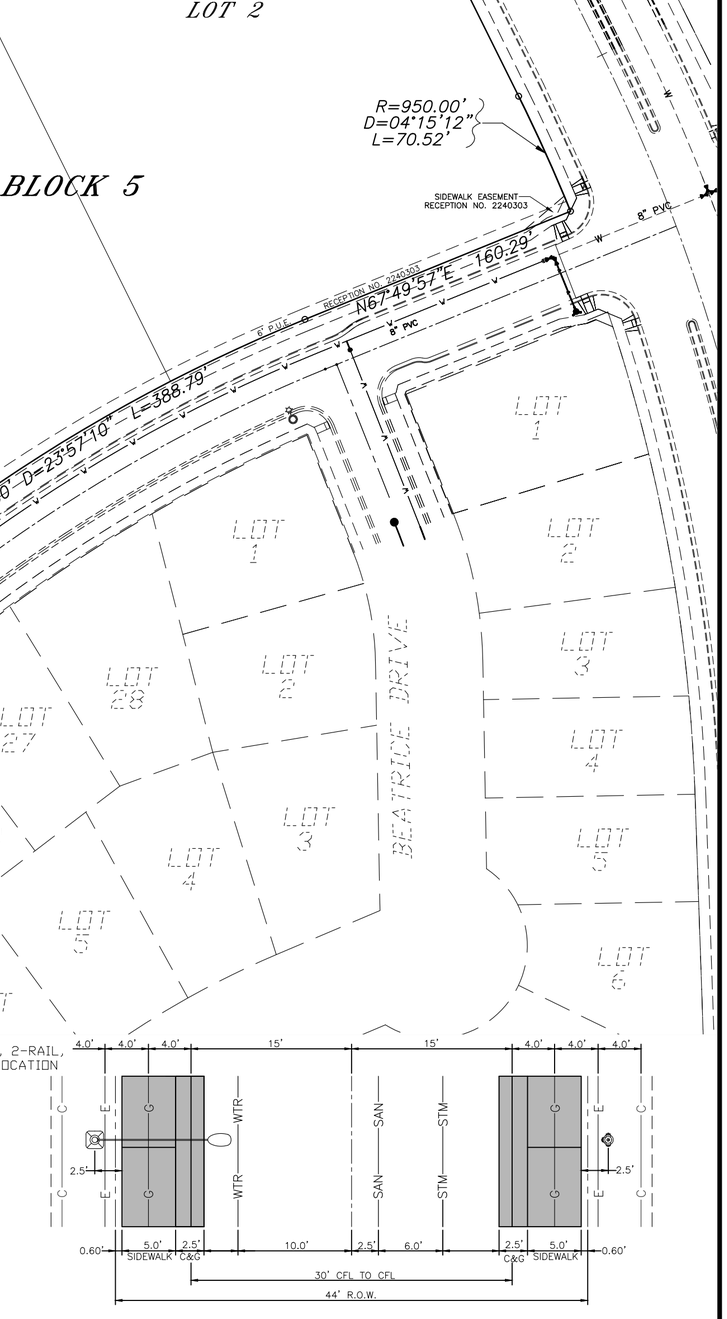
SCALE: 1" = 60'

0 30' 60' 120'

MINIMUM BUILDING SETBACKS

FRONT.....15 FEET
SIDE.....5 FEET
REAR.....5 FEET
CORNER.....7.5 FEET

TYPICAL LOT LAYOUT



30' ROADWAY
44' RIGHT-OF-WAY
MODIFIED RAMP CURB & GUTTER
5' ATTACHED SIDEWALK

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JN 1700929

SHEET 1 OF 1

Wastewater 4th Submittal Comments

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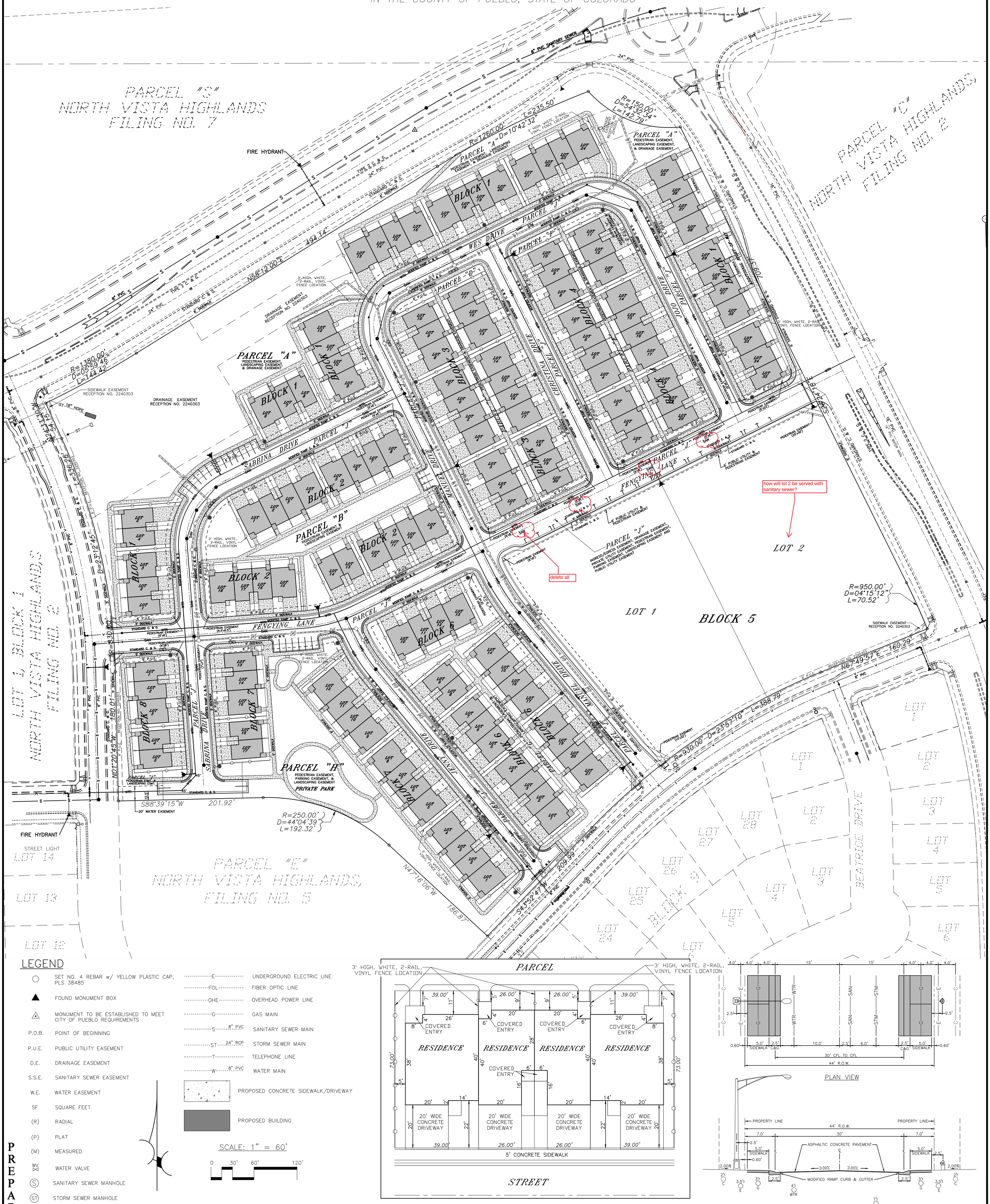

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	PROPOSED CONCRETE SIDEWALK/DRIVEWAY
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SCALE: 1" = 60'

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MINIMUM BUILDING SETBACKS

FRONT.....20 FEET, EXCEPT LOT 10, BLOCK 3 AND LOT 11, BLOCK 4 – 17 FEET
SIDE.....5 FEET
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TYPICAL LOT LAYOUT

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FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 1700929

SHEET 1 OF 1

Andrew Hayes, P.E.
Director of Public Works

Melanie Turner, P.E.
Traffic Engineer

city of PUEBLO colorado

350 Alan Hamel Ave
Pueblo, CO 81003

Phone (719) 553-2272

Department of Public Works
Transportation Department

TO: Beritt Odom
FROM: Melanie Turner, Traffic Engineer
DATE: 7/2/2024
SUBJECT: 4th Review North Vista Highlands Subdivision, Filing 2
P&Z Conditions (clarified), 6th submittal

This memo is intended to serve as the Transportation Department's review of the referenced project submittal and conditions of P&Z approval. Please forward to the applicant's representative.

This condition will need to be met when the City obtains right of way to make an access change:

1. Contingent on City obtaining necessary right-of-way to facilitate a change in access to the subdivision, Castor drive will be extended as a public right-of-way to connect to Sabrina Dr (NVH Fil 5). The proposed access to Fengyeng from El Principio will be eliminated and replaced by the new access from the extension of Castor. If the required property is secured by the City, the property owner will be required to dedicate 30' of right-of-way (and any additional space required for a knuckle or other turning facility that may be required on the north half of the Castor Drive ROW extension). No change to the plat is expected at this time, but future changes may be required (e.g., dedication of ROW, vacation, etc.) to facilitate the proposed change.

Conditions that will need to be met during the Part II stage of the subdivision plans (construction drawings) and constructed.

2. Parking will not be allowed on the south side of Wes Drive.
3. Any on-street parking that the city prohibits or allows shall be signed and marked.
4. Existing street lights need to be shown. If there are any lacking, they will need to be installed with this subdivision.
5. Other improvements adjacent to the site will be required to be shown on the construction drawings and constructed.

See similar redlined comments on plat drawings.

SUPPLEMENTAL MAP OF:

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
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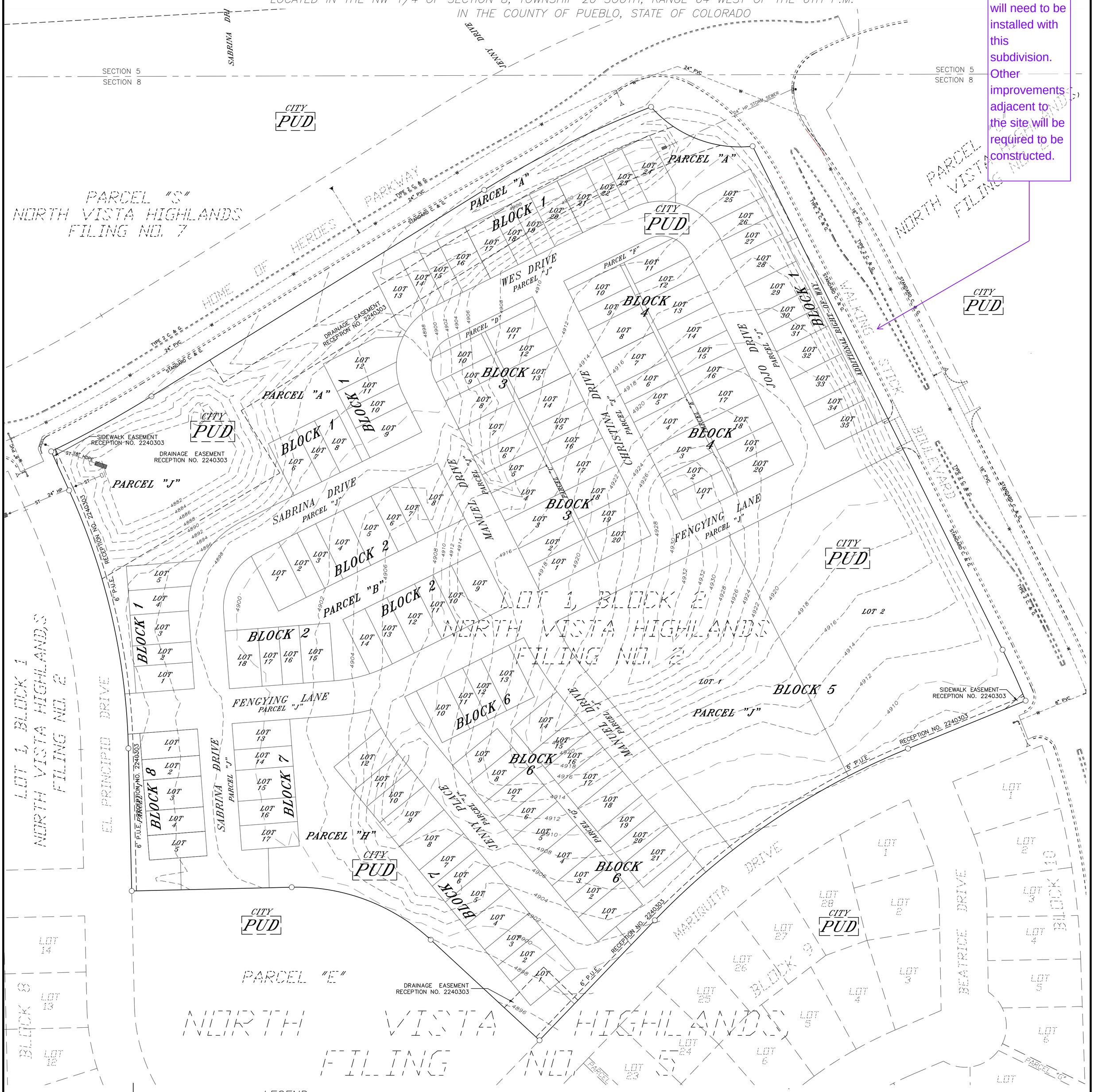
Existing street lights need to be shown. If there are any lacking, they will need to be installed with this subdivision. Other improvements adjacent to the site will be required to be constructed.



SCALE: 1" = 60'

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LEGEND

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VICINITY MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

SUBDIVIDERS: NVH 2B, LLC
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111 E. 5TH STREET
PUEBLO, COLORADO

APRIL 15, 2024

JN 1700929

SHEET 1 OF 1

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Condition: Parking will not be allowed on the south side of Wes Drive.

Condition: Any on-street parking that the city prohibits or allows shall be singed and marked.

Future elimination. Convert to parking.

LEGEND

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	PROPOSED CONCRETE SIDEWALK/DRIVEWAY
	PROPOSED BUILDING

SCALE: 1" = 60'

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REAR.....5 FEET
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TYPICAL LOT LAYOUT

PLAN VIEW

PROFILE VIEW

30' ROADWAY
44' RIGHT-OF-WAY
MODIFIED RAMP CURB & GUTTER
5' ATTACHED SIDEWALK

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

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JN 1700929

SHEET 1 OF 1

April 24, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Ruth Fezatte for the approval of the following applications generally located south of Home of Heros Parkway and west of Walking Stick Blvd.

V-23-11: Vacation of a portion of a drainage easement in North Vista Highlands Filing No. 2.
S-23-11: North Vista Highlands, Filing No. 9, A Special Area Plan subdivision of 19.52 acres into townhome lots and parcels for recreation and drainage.
SAP-23-04: North Vista Highlands, Filing No. 9, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets.

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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09Meeting 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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Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

April 24, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Ruth Fezatte for the approval of the following applications generally located south of Home of Heros Parkway and west of Walking Stick Blvd.

V-23-11: Vacation of a portion of a drainage easement in North Vista Highlands Filing No. 2.
S-23-11: North Vista Highlands, Filing No. 9, A Special Area Plan subdivision of 19.52 acres into townhome lots and parcels for recreation and drainage.
SAP-23-04: North Vista Highlands, Filing No. 9, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets.

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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09Meeting 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
(719) 553-2339

CASE NUMBER: 23-11

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as North Vista Highlands Filing #9 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

April 24, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
PUEBLO SPROUT DEVELOPMENT, LLC	6813 COMMERCE DR	HUBBARD	OH	44425-2945
PUEBLO SPROUT DEVELOPMENT LLC	PO BOX 248	HUBBARD	OH	44425-0248
PUEBLO HEIGHTS LLC	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
NVH 2B LLC	5155 LONE STAR PL	COLORADO SPRINGS	CO	80922-3600
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
N V H PHASE 2A LLC	4408 TURNBERRY CRESCENT	PUEBLO	CO	81001-1162

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 SPECIAL AREA PLAN FOR THE NORTH VISTA HIGHLANDS, FILING NO. 9

SUMMARY:

The applicant is requesting approval of a Special Area Plan for 19.52-acres to facilitate the development of 136 townhomes and future multifamily residential lots.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to vacate a portion of a drainage easement (V-23-11) located in Lot 1, Block 2, North Vista, Highlands, Filing No. 2 and is also requesting to subdivide 19.52-acres, (S-23-11) into 136 townhome lots and two multifamily residential lots.

BACKGROUND:

The applicant is requesting to subdivide and establish a Special Area Plan for 19.52-acres to facilitate the development of 136 townhomes and future multifamily residential lots. A Special Area Plan is proposed for this subdivision to allow for the unique development of attached townhomes on individual lots that do not meet the minimum required lot width as prescribed by the North Vista Highlands PUD Development Guide and private streets. Each townhome will be located on an individual lot and will have a two-car garage that is accessed from the private street. The townhome lots will have reduced lot widths, setbacks, and be accessed from private streets. The Subdivision and Special Area Plan also includes two multifamily residential lots, and a park in Planning Area 3 of the North Vista Highlands PUD. The proposed townhome development will be accessed from El Principio Drive and Walking Stick Boulevard. Private streets within the development will provide access to the proposed 136 townhome lots, two multifamily lots, and all parcels within the subdivision. The townhomes will face an internal pedestrian network located within parcels, similar to a “green court” development; however, the pedestrian parcels will not have landscaping as typically found in a green court development. The proposed development will include

one small private park (36,388 sq. ft.) located directly adjacent to the neighborhood park dedicated in North Vista Highlands, Filing No. 5. Two guest parking areas, parcels for drainage, detention, and landscaping are also included in the subdivision and special area plan.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their July 10, 2023 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, a Special Area Plan will not be created.

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. SAP-23-04 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE NORTH VISTA HIGHLANDS, FILING NO. 9

WHEREAS, a request for a Special Area Plan for the North Vista Highlands, Filing No. 9, A Special Area Plan, has been submitted to the Planning and Zoning Commission for approval pursuant to Section 17-4-29 of the Pueblo Municipal Code, and,

WHEREAS, the Planning and Zoning Commission after a public hearing found and determined the objectives and requirements of said Section 17-4-29 can and will be met, and,

WHEREAS, the Planning and Zoning Commission has recommended the approval of the Special Area Plan for North Visa Highlands, Filing No. 9, A Special Area Plan, NOW, THEREFORE,

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

SECTION 1.

The Special Area Plan for:
A parcel of land located in the Northwest one-quarter of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:
All of Lot 1, Block 2, according to the recorded plat of North Vista Highlands, Filing No. 2 as filed for record on August 20, 2021 at Reception No. 2240303 in the office of the Pueblo County Clerk and Recorder.
Containing 19.52-acres, more or less.

attached hereto, is hereby approved.

SECTION 2.

The North Vista Highlands, Filing No. 9, A Special Area Plan is approved without conditions.

SECTION 3.

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

A SPECIAL AREA PLAN OF:

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "G"
NORTH VISTA HIGHLANDS
FILING NO. 7

PARCEL "C"
NORTH VISTA HIGHLANDS
FILING NO. 2

LOT 1, BLOCK 1
NORTH VISTA HIGHLANDS
FILING NO. 2

PARCEL "E"
NORTH VISTA HIGHLANDS
FILING NO. 5

LOT 2

NOTES:
- ALL ARCHITECTURAL, SITE PLANNING, LANDSCAPING, COVENANTS, RESTRICTIONS, CONVEYANCES, AND SPECIAL AGREEMENTS WHICH WILL GOVERN THE DEVELOPMENT, USE, MAINTENANCE, OPEN SPACE, RECREATIONAL FACILITIES, AND CONTINUED PROTECTION OF THE SITE PLAN AREA ARE TO BE DEFERRED TO THE PUD SITE PLAN REVIEW PROCESS.
- THE DEVELOPMENT IS INTENDED TO BE DEVELOPED IN FOUR PHASES

PHASE 2
PHASE 3
PHASE 4

FIRE HYDRANT
8" PVC SANITARY SEWER
24" PVC
24" HP STORM SEWER
15" PVC
8" PVC
TYPE 2 C. & G.
STANDARD C. & G.
6' SIDEWALK
5' SIDEWALK
R=1760.00'
L=235.50'
N58°12'00"E 494.14'
R=1380.00'
D=05°59'46"
L=144.42'
R=150.00'
D=54°32'34"
L=142.79'
R=830.00'
D=23°12'45"
L=336.29'
S45°32'47"W 709.57'
N01°20'45"W 180.01'
S88°39'15"W 201.92'
R=250.00'
D=44°04'39"
L=192.32'
N47°16'06"W 186.87'
S45°52'47"W 209.99'
N67°49'57"E 160.29'
R=950.00'
D=04°15'12"
L=70.52'
R=930.00' D=23°57'10" L=388.79'
S36°24'13"E 213.18'
R=950.00'
D=04°15'12"
L=70.52'
3' HIGH, WHITE, 2-RAIL, VINYL FENCE LOCATION
DRAINAGE EASEMENT RECEPTION NO. 2240303
SIDEWALK EASEMENT RECEPTION NO. 2240303
DRAINAGE EASEMENT RECEPTION NO. 2240303
20' WATER EASEMENT
ST 18" HDPE
24" HDPE
8" PVC
16" PVC
16" PVC WATER MAIN
STREET LIGHT
FIRE HYDRANT

PARCEL "A" — PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, & DRAINAGE EASEMENT
PARCEL "B" — PEDESTRIAN EASEMENT & LANDSCAPING EASEMENT
PARCEL "D" — PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, & DRAINAGE EASEMENT
PARCEL "F" — PEDESTRIAN EASEMENT, LANDSCAPING EASEMENT, & DRAINAGE EASEMENT
PARCEL "H" — PEDESTRIAN EASEMENT, PARKING EASEMENT, & LANDSCAPING EASEMENT — PRIVATE PARK
PARCEL "J" — INGRESS/EGRESS EASEMENT, DRAINAGE EASEMENT, PRIVATE UTILITY EASEMENT, PEDESTRIAN EASEMENT, PARKING EASEMENT, LANDSCAPING EASEMENT AND PUBLIC UTILITY EASEMENT

WES DRIVE, TENNY DRIVE, MANTEL DRIVE, SABRINA DRIVE, CHRISTINA DRIVE, TOJO DRIVE, BEATRICE DRIVE
FENGYING LANE
BLOCK 1, BLOCK 2, BLOCK 3, BLOCK 4, BLOCK 5, BLOCK 6, BLOCK 7, BLOCK 8
LOT 1, BLOCK 5 — LOT 2, BLOCK 5

LEGEND

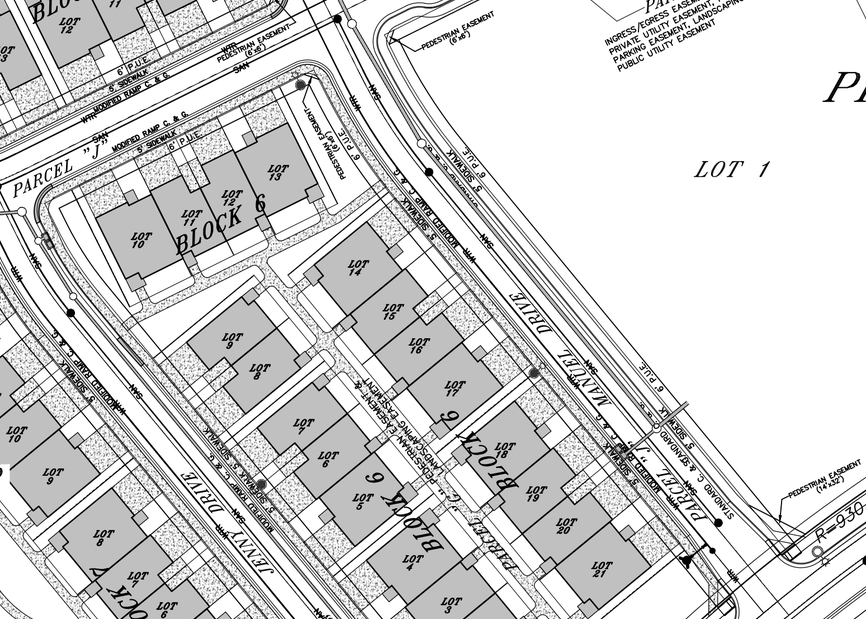
○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
◬	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
WV	WATER VALVE
S	SANITARY SEWER MANHOLE
ST	STORM SEWER MANHOLE
W	WATER MANHOLE
	STREET LIGHT (EXISTING/OR AS DESIGNED)
	STREET LIGHT (PROPOSED)

E	UNDERGROUND ELECTRIC LINE
FOL	FIBER OPTIC LINE
OHE	OVERHEAD POWER LINE
G	GAS MAIN
S — 8" PVC	SANITARY SEWER MAIN
ST	STORM SEWER MAIN
T	TELEPHONE LINE
W — 8" PVC	WATER MAIN
	PROPOSED CONCRETE SIDEWALK/DRIVEWAY
	PROPOSED BUILDING

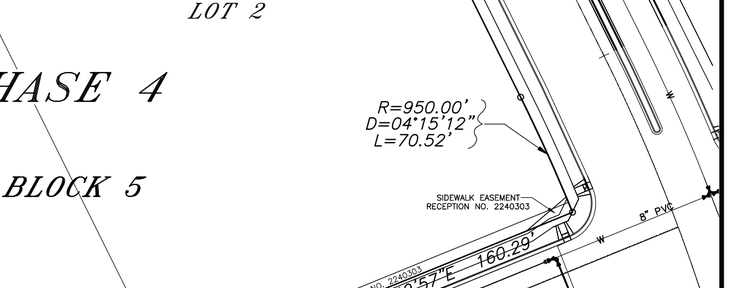
SCALE: 1" = 60'
0 30' 60' 120'

MINIMUM BUILDING SETBACKS

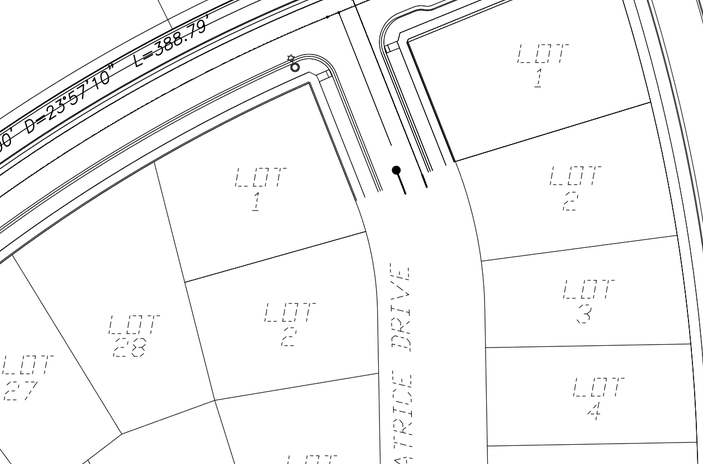
FRONT.....15 FEET
SIDE.....5 FEET
REAR.....5 FEET
CORNER.....7.5 FEET



TYPICAL LOT LAYOUT



PLAN VIEW



PROFILE VIEW

30' ROADWAY
44' RIGHT-OF-WAY
MODIFIED RAMP CURB & GUTTER
5' ATTACHED SIDEWALK

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 1700929

SHEET 1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

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

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

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Regina Maestri, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearings:

2. SAP-23-04 North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision, of 19.52 acres into townhome lots and parcels for recreation and drainage. Staff Report by Beritt Odom, *cont'd from June 12, 2024.*

Hearing: Applicant Mike Cuppy remained sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council upon completion of two (2) staff condition, seconded by Maestri.

Motion Passed: - 7-0

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-23-11 Easement Vacation – North Vista Highlands, Filing No. 2
S-23-11 North Vista Highlands, Filing No. 9, a Special Area Plan
SAP-23-04 North Vista Highlands, Filing No. 9, a Special Area Plan

DATE: August 19, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

SAP-23-04

To:	City of Pueblo, Planning and Zoning Commission
From:	Beritt Odom, Principal Planner
Through:	Scott Hobson, Acting Director of Planning and Community Development
Date:	July 10, 2024
Subject:	North Vista Highlands, Filing No. 9, A Special Area Plan
Applicant:	Michael Cuppy, NorthStar Engineering and Surveying
Property Owner:	NVH 2B LLC
Location:	Generally located south of Home of Heros Parkway and west of Walking Stick Blvd.
Existing Zone:	PUD, North Vista Highlands
Concurrent Request(s):	V-23-11 Vacation of a portion of a drainage easement in North Vista Highlands, Filing No. 2 S-23-11, North Vista Highlands, Filing No. 9, A Special Area Plan

REQUEST:

The applicant is requesting to subdivide and establish a Special Area Plan for 19.52-acres to facilitate the development of 136 townhomes and future multifamily residential, in four phases. The townhome lots will have reduced lot widths, setbacks, and be accessed from private streets. The Subdivision and Special Area Plan also includes two multifamily residential lots, and a park in Planning Area 3 of the North Vista Highlands PUD.

ANALYSIS:

The proposed townhome development will be accessed from El Principio Dr. and Walking Stick Blvd. Private streets within the development will provide access to the proposed 136 townhome lots, two multifamily lots, and all parcels within the subdivision. The townhomes will face an internal pedestrian network located within parcels, similar to a "green court" development. The proposed development will include one small private park (36,388 sq. ft.) located directly adjacent to the neighborhood park dedicated in North Vista Highlands, Filing No. 5. Two guest parking

areas, parcels for drainage, detention, and landscaping are also included in the subdivision and special area plan.

CHARACTER AND COMPATIBILITY:

Site Character:
The subject property is unimproved.

Neighborhood Compatibility:

North — North Vista Highlands PUD: Home of Heros Parkway and unsubdivided, undeveloped land, within the North Vista Highlands PUD, Planning Area 7.

East — North Vista Highlands PUD: North Vista, Highlands, Filing No. 3, unimproved and un-recorded subdivision dedicated for residential, mixed-use residential and parks, Planning Area 4.

South — North Vista Highlands PUD: unimproved, North Vista Highlands, Filing No. 5 Subdivision, Planning Area 3.

West — North Vista Highlands PUD: unimproved, North Vista Highlands, Filing No. 2, Planning Area 2.

OBJECTIVES AND REQUIREMENTS OF SPECIAL AREA PLANS:

1. If residential, the overall net density of the area so planned, exclusive of the street rights-of-way, shall not be greater than if each individual parcel were built with a lot size conforming to the requirements of the zone district.
   Affirmative:
   - The maximum gross density for Planning Area 3 is 20 dwelling units per acre in the North Vista Highlands PUD. The proposed townhome and multi-family development on Lots 1 and 2, Block 5 list a maximum density of 11.88 units per acre. The proposed North Vista Highlands, Filing No. 9, A Special Area Plan, does not exceed the maximum residential density prescribed by the PUD.

2. The plan shall provide for the use and continuous maintenance of any remaining open space as well as only land common to all properties or controlled by a corporation or homeowners' association composed of all present and future owners of all property within the proposed development and provision is made for the recording of such with each deed. Any land dedicated to public use and formally accepted by City Council need not be maintained by such corporation or homeowners' association.
   Affirmative:
   - A statement providing for the continuous maintenance of remaining open space and land common to all properties is located on the subdivision and Special Area Plan plat.

1. The plan may provide for exceptions to minimum setback and lot width and depth requirements for each building if such can reasonably be made so that the public health, safety, and general welfare will be protected.

   Affirmative:

   - The proposed North Vista Highlands, Filing No. 9, a Special Area Plan, is located in the North Vista Highlands, PUD; and proposes exceptions to lot width. The North Vista Highlands, Filing No. 9, a Special Area Plan, proposes lot widths of 39-feet and 26-feet wide with a depth of 73-feet for the attached townhome development. The North Vista PUD allows for a minimum lot width of 30-feet, averaged within the block, and does not specify a minimum lot area. The proposed townhome lots do not meet the 30-foot average within all blocks as required by the PUD; however, the reduced lot width is allowed with the Special Area Plan as long as the overall density is not greater than what is allowed by the PUD Development Guide. Planning Area 3 of North Vista Highlands PUD allows a density of 20 dwelling units per acre, the developer is proposing, 11.8 units per acre, which is less than the maximum density.
   - The proposed SAP includes reduced front and rear setbacks:
     - Proposed front setback: 15-feet
     - Proposed side setback: 5-feet
     - Proposed rear setback: 5-feet
     - Proposed corner setback: 7.5-feet
   - North Vista Highlands PUD single-family attached setbacks:
     - Garage front setback: 20-feet
     - Garage second front: 5-feet (unattached portion of the home)
     - Home front setback: 10-feet
     - Home rear setback: 15-feet
     - Home second front setback: 5-feet (unattached portion of the home)

2. The plan shall provide that all setbacks on the periphery of the area shall not be less than those required for the zone district in which the building complex is located provided, however, that front setback requirements on interior street or service drives may be changed.

   Affirmative:

   - Landscape parcels are proposed to be located between the townhome lots and surrounding street rights of way, Mariquita Dr., Walking Stick Blvd., Home of Heros Pkwy., and El Principio Dr., providing a landscape buffer between the townhome development and adjacent streets and neighborhoods. Because of the surrounding parcels, the reduced setbacks are not considered on the "periphery" of the development.

5. The plan shall be in accordance with the Pueblo Comprehensive Plan and shall provide appropriate conditions and safeguards in harmony with the general purpose and intent of this Title.

   Affirmative:

- The project site is designated by the Pueblo Regional Comprehensive Plan as "Suburban Neighborhood." Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development should accommodates a similar mix of lot sizes and housing types. Additionally, pedestrian and bicycle connectivity should be provided within and between neighborhoods.

- The proposed North Vista Highlands, Filing No. 9, creates 136 lots for townhome development, two lots for multifamily development, provisions for trails linking residences to the neighborhood park and the surrounding neighborhoods. The proposed subdivision is consistent with the PUD Development Guide and the Pueblo Regional Comprehensive Plan.

6. The plan shall provide the property with adequate access to transportation; water supply, waste disposal, fire and police protection, and other needed public facilities and services in accordance with the approved subdivision plat.

Affirmative:

- The private streets will provide internal circulation and access to each lot and parcel.
- Utilities and trash service access will be provided by the private street network and parcels, all of which have vehicular and pedestrian access.
- Access to the development and private street network is taken from El Principio Dr. and Walking Stick Blvd.
- Emergency services are able to access each lot and parcel from the surrounding public rights-of-way and the internal private street network.

7. The street plan shall be in conformity with the most recently adopted major street plan known as the Pueblo Area Transportation System Plan. The street plan, including interior circulation for the special area plan, shall be designed so that no undue traffic congestion or unnecessary traffic hazards will be created in the special area plan or in any adjoining neighborhood.

Affirmative:

- The interior private street will provide adequate interior circulation. No major streets, as identified in the Pueblo Area Transportation System Plan will be altered with the proposed subdivision and SAP.

8. The plan shall provide traffic access ways, interior circulation ways and parking and loading spaces as required for the zone district in which the land is located.

Affirmative:

- The interior private streets will provide adequate interior circulation. Visitor parking will be provided along Sabrina Dr., 13 parking spaces, and Fengying Ln., 7 spaces, north of the park parcel. Loading for individual townhomes will be provided in the 20-foot-deep driveway.

9. The plan shall be designed so that there will not be a substantially adverse effect upon the character of the neighborhood or upon adjacent property or property values in the area.

Affirmative:

- The proposed townhome development and future multifamily development is a self-contained development that is boarded by three major roadways, El Principio Dr., Walking Stick Blvd., and Home of Heros Pkwy. Landscaped parcels sit adjacent to all roadways providing a landscape buffer between the townhomes and surrounding neighborhoods.

10. The plan shall incorporate adequate safeguards, including but not limited to screening, fences, and landscaping to protect and maintain harmony with the surrounding area.

Landscaping
Affirmative:

- The applicant will provide landscape plans, to include all common and privately owned parcels, for review and approval by the Planning and Zoning Commission during the PUD Site Plan Review.

Architecture
Affirmative:

- The applicant will provide architectural plans and North Vista Design Review Board correspondence to the Planning and Zoning Commission for review and approval during the PUD Site Plan Review.

Legacy Townhome Declaration
Affirmative:

- The applicant will provide all copies of all declarations, covenants, restrictions, conveyances and special agreements to the Planning and Zoning Commission for review and approval during the PUD Site Plan Review.

11. The plan shall provide the development sequence of the land within the plan if development is to be done in phases. Subdivision plats shall be submitted for the land proposed to be developed in the same development.

Neutral:

- It has come to the Planning Department's attention that the applicant wishes to develop the subdivided area in four phases. Staff recommends the Planning and Zoning Commission condition that the SAP Plat include a note, which states the development is intended to be developed in four phases.

12. The plan shall provide the location and dimensions of all existing and proposed buildings, structures, rights-of-way, easements, and improvements.

Affirmative:

- The Special Area Plan plat includes the location and dimensions of the proposed residential structures, rights-of-way, easements, and improvements. The site is currently unimproved.

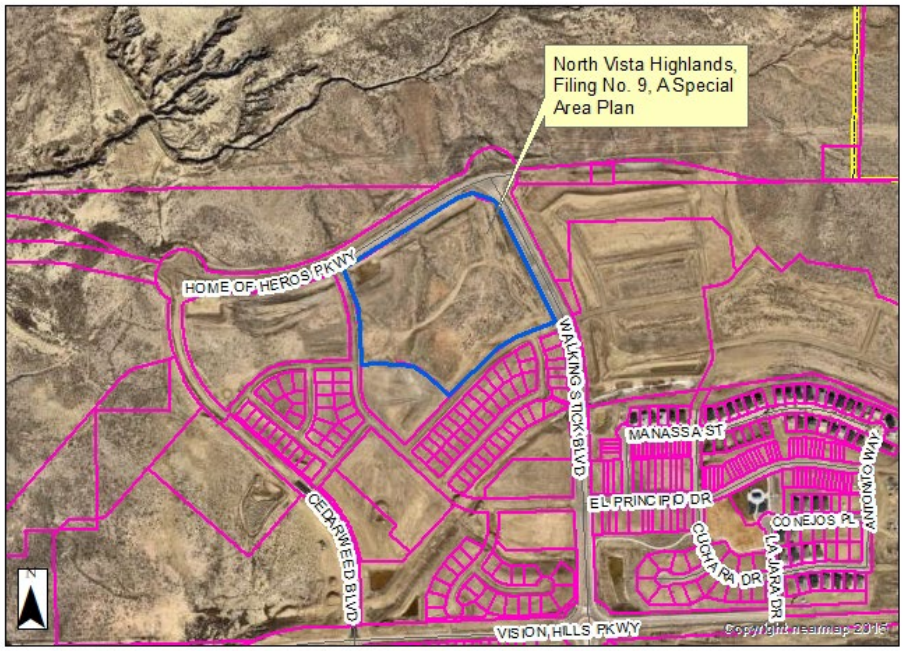
RECOMMENDED ACTION:

If the Planning and Zoning Commission is inclined to forward a recommendation to City Council that the requested Special Area Plan be approved, staff recommends the following conditions, to mitigate potential negative externalities and comply with existing regulatory mechanisms in effect on the property. The conditions must be addressed prior to City Council review and approval:

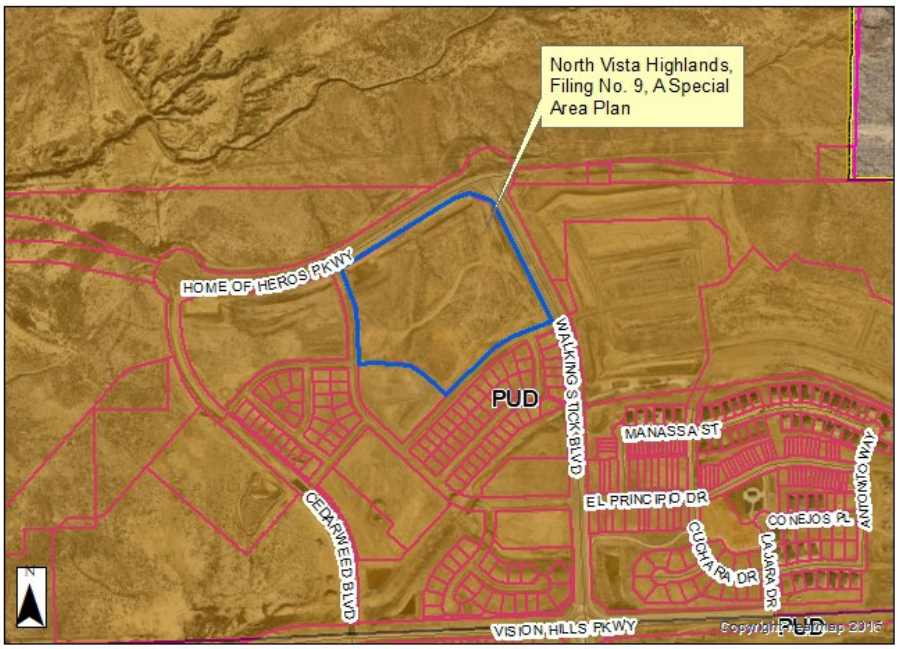
1. The SAP plat must include a note that defers all architectural, site planning, landscaping, covenants, restrictions, conveyances, and special agreements which will govern the development, use, maintenance, open space, recreational facilities and continued protection of the Site Plan area, to a separate PUD Site Plan review process, per Section 17-8-7 of the Pueblo Municipal Code.
2. Provide a plat note on the SAP plan, which states the development is intended to be developed in four phases.

ATTACHMENTS:

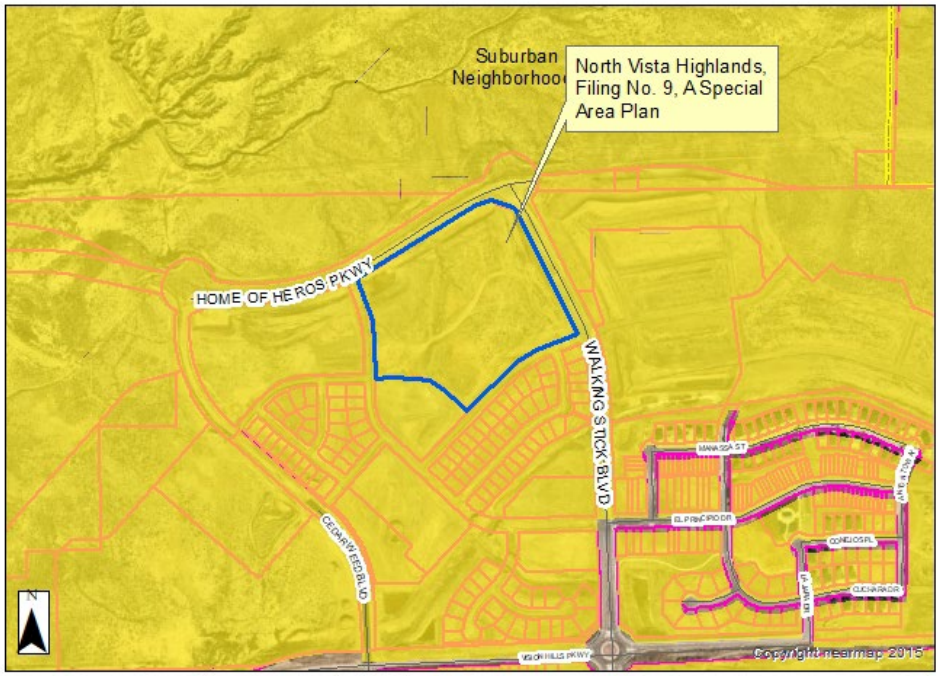
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Application
F. Special Area Plan plat
G. SRC Memo, July 2, 2024



A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map

C. Public Notice and Site Photograph

C. View of SAP site looking west from Walking Stick Blvd.

C. View of SAP site looking southwest from Home of Heros Pkwy.

A SPECIAL AREA PLAN OF:

NORTH VISTA HIGHLANDS, FILING NO. 9
A SPECIAL AREA PLAN

A RESUBDIVISION OF LOT 1, BLOCK 2 OF NORTH VISTA HIGHLANDS, FILING NO. 2
LOCATED IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
◬	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
WV	WATER VALVE
S	SANITARY SEWER MANHOLE
ST	STORM SEWER MANHOLE
W	WATER MANHOLE
	STREET LIGHT (EXISTING/OR AS DESIGNED)
	STREET LIGHT (PROPOSED)

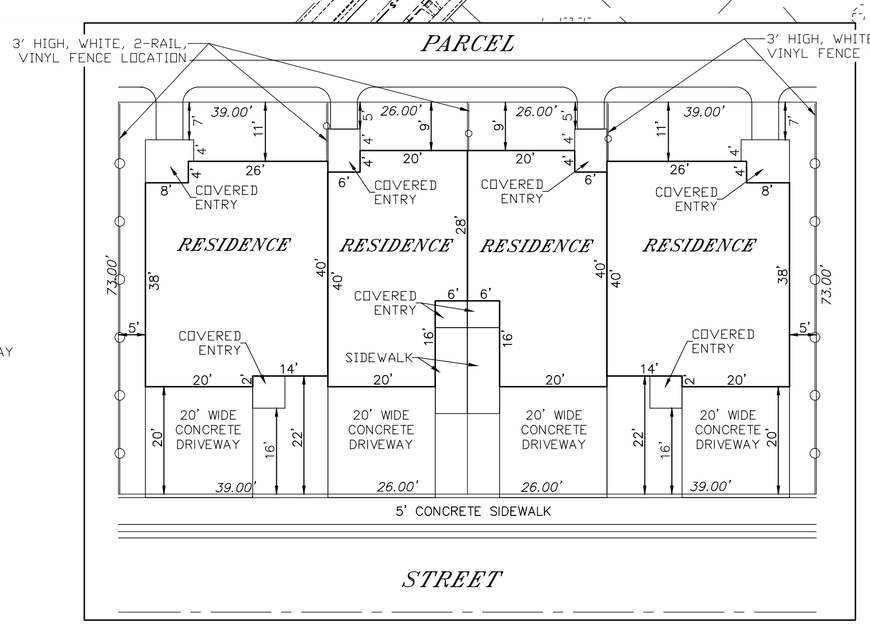
----------E----------	UNDERGROUND ELECTRIC LINE
----------FOL----------	FIBER OPTIC LINE
----------OHE----------	OVERHEAD POWER LINE
----------G----------	GAS MAIN
----------S---------- 8" PVC	SANITARY SEWER MAIN
----------ST---------- 24" RCP	STORM SEWER MAIN
----------T----------	TELEPHONE LINE
----------W---------- 8" PVC	WATER MAIN
	PROPOSED CONCRETE SIDEWALK/DRIVEWAY
	PROPOSED BUILDING

SCALE: 1" = 60'

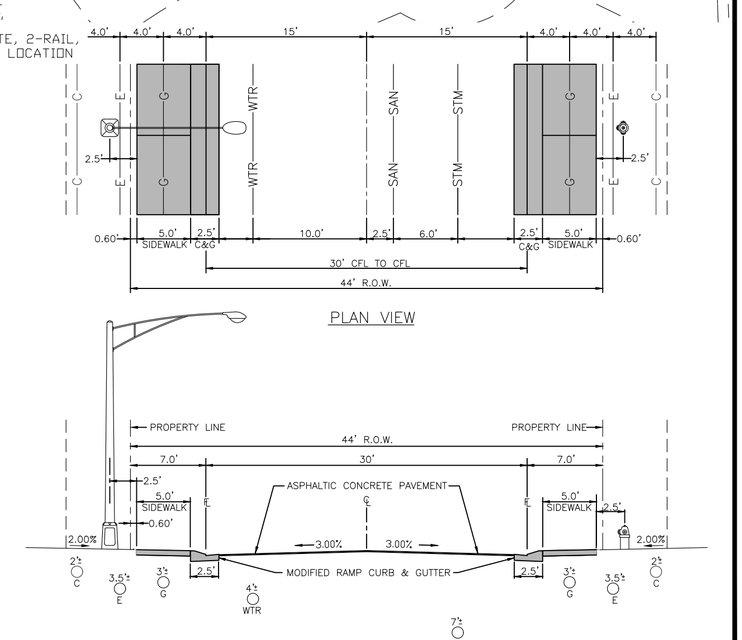
0 30' 60' 120'

MINIMUM BUILDING SETBACKS

FRONT.....15 FEET
SIDE.....5 FEET
REAR.....5 FEET
CORNER.....7.5 FEET



TYPICAL LOT LAYOUT



30' ROADWAY
44' RIGHT-OF-WAY
MODIFIED RAMP CURB & GUTTER
5' ATTACHED SIDEWALK

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

April 24, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Ruth Fezatte for the approval of the following applications generally located south of Home of Heros Parkway and west of Walking Stick Blvd.

V-23-11: Vacation of a portion of a drainage easement in North Vista Highlands Filing No. 2.
S-23-11: North Vista Highlands, Filing No. 9, A Special Area Plan subdivision of 19.52 acres into townhome lots and parcels for recreation and drainage.
SAP-23-04: North Vista Highlands, Filing No. 9, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets.

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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09Meeting 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
(719) 553-2339

CASE NUMBER: SAP-23-04

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Special Area Plan, North Vista Highlands Filing #9 of the property commonly known as North Vista Highlands Filing #9, to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-4-29.

April 24, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the special area plan of North Vista Highlands Filing #9 Special Area Plan, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

April 24, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
PUEBLO SPROUT DEVELOPMENT, LLC	6813 COMMERCE DR	HUBBARD	OH	44425-2945
PUEBLO SPROUT DEVELOPMENT LLC	PO BOX 248	HUBBARD	OH	44425-0248
PUEBLO HEIGHTS LLC	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
NVH 2B LLC	5155 LONE STAR PL	COLORADO SPRINGS	CO	80922-3600
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
N V H PHASE 2A LLC	4408 TURNBERRY Cresent	PUEBLO	CO	81001-1162

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING EIGHT (8) FULL-TIME VACANT FIREFIGHTER POSITIONS TO THREE (3) ASSISTANT FIRE CHIEF POSITIONS AND FIVE (5) FIRE LIEUTENANT POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

SUMMARY:

The Fire Chief, with Mayor Graham's approval requests the conversion of eight (8) full-time vacant Firefighter positions to three (3) Assistant Fire Chief positions and five (5) Fire Lieutenant positions.

The conversion of the vacancies is part of the strategy to staff the department with the addition of new Fire Station 11 and the relocation and re-build of Stations 6 and 8 in 2025. Facility changes and connected staffing changes will ultimately result in the enhancement of the Pueblo Fire Department's ability to deliver meaningful life and safety services to the community. In advance of the physical building completions, the requested staffing changes will improve firefighter safety, lesson span of control concerns and ensure a smooth transition into the modified deployment of resources resulting from the station changes.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No. 10613 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2024.

BACKGROUND:

The Fire Department is preparing to expand the number of stations for operation in 2025. Currently the department has 10 stations, each containing an engine staffed with a minimum of 3 personnel (Fire Captain, Fire Engineer, and Emergency Medical

Officer).

The operational division consists of 3 shifts (A, B, and C) managed by one Assistant Fire Chief. The effective span of control ratio for managing personnel generally is 5-7 immediate reports (i.e. Captains), especially considering the high-intensity emergency situations fire personnel face on a regular basis. Currently subordinate staffing levels exceed the optimal span of control ratio, and the additional authorized position will help alleviate that concern given the addition of a fire station and a second truck company.

For staff safety, operational improvements, preparing for leadership continuity and transition resulting from the fire station changes, this ordinance requests that three (3) of the eight currently vacant Firefighter positions be converted to three (3) Assistant Fire Chief positions. This change will reduce the number of stations supervised by each person, address span of control concerns and ultimately increase safety.

This ordinance further requests that the remaining five (5) vacant firefighter positions be converted to five (5) Fire Lieutenant positions. The Lieutenant positions will allow for immediate supervision as the City adds a second truck company to the service area within the community. This has been a significant need for the City and community and will improve ISO (insurance) ratings.

FINANCIAL IMPLICATIONS:

There is no net change in staffing for the Fire Department because existing funded positions are being converted. No additional funding is required for the remainder of 2024 as the result of salary savings due to vacancies and unavoidable delays in promotions to higher ranks.

Current Class	Action	New Class	Annual Cost Difference*	3 months of Cost*
Firefighter	Conversion	Assistant Fire Chief	$73,759	$18,440
Firefighter	Conversion	Assistant Fire Chief	$73,759	$18,440
Firefighter	Conversion	Assistant Fire Chief	$73,759	$18,440
Firefighter	Conversion	Fire Lieutenant	$44,719	$11,179
Firefighter	Conversion	Fire Lieutenant	$44,719	$11,179
Firefighter	Conversion	Fire Lieutenant	$44,719	$11,179
Firefighter	Conversion	Fire Lieutenant	$44,719	$11,179
Firefighter	Conversion	Fire Lieutenant	$44,719	$11,179

**Cost includes salary difference for converted positions plus all related benefits (health, dental, pension, life insurance, Medicare)*

The total cost of the converted positions for the remainder of the year is approximately $111,215 which can be covered by salary savings. This assumes promotions into the positions would occur no earlier than mid-late October 2024.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain staffing levels as they are, which is not operationally efficient and will be insufficient with the upcoming station changes.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING EIGHT (8) FULL-TIME VACANT FIREFIGHTER POSITIONS TO THREE (3) ASSISTANT FIRE CHIEF POSITIONS AND FIVE (5) FIRE LIEUTENANT POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

WHEREAS, it is necessary to revise staffing for the ultimate efficiency and functionality for the City of Pueblo Fire Department; NOW, THEREFORE,

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

SECTION 1.

The following section captioned “Fire” of Ordinance No. 10613, being the 2024 Staffing Ordinance, is amended as follows:

Fire	
Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	[3]6
Fire Captain	33
Fire Lieutenant	5
Emergency Medical Officer	31
Fire Engineer	36
Fire Inspector	3
Firefighter	[44]36
Administrative Technician	1
Community Risk Reduction Coordinator	1
Community Outreach Specialist	1
Senior Office Assistant	1
Total	**157**

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2024 Budget and staffing with respect to the number and allocation of positions within the Fire Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

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

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: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME FIRE LIEUTENANT POSITION TO THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

SUMMARY:

The Fire Chief, with Mayor Graham's approval requests the addition of one Fire Lieutenant to the authorized staffing of the Fire Department.

This ordinance finalizes initial staffing changes necessitated by the addition of the new Fire Station 11 and the relocation and re-build of Stations 6 and 8 in 2025. Facility changes and the connected staffing changes will ultimately result in the enhancement of the Pueblo Fire Department's ability to deliver meaningful life and safety services to the community. In advance of the physical building completions, the requested staffing changes will improve firefighter safety, lesson span of control concerns and ensure a smooth transition into the modified deployment of resources resulting from the station changes.

In a previous ordinance, the conversion of vacant Firefighter positions was requested, five of which were to Fire Lieutenant. With no additional vacancies available at this time to convert, it is requested that one additional Fire Lieutenant be added to the staffing to allow for Lieutenant coverage on all three shifts of the Fire Department staffing schedule.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No. 10613 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2024.

BACKGROUND:

The Fire Department is preparing to expand the number of stations for operation in 2025. Currently the department has 10 stations, each containing an engine staffed with a minimum of 3 personnel (Fire Captain, Fire Engineer, and Emergency Medical Officer).

The operational division consists of 3 shifts (A, B, and C) managed by one Assistant Fire Chief. The effective span of control ratio for managing personnel generally is 5-7 immediate reports (i.e. Captains), especially considering the high-intensity emergency situations fire personnel face on a regular basis. Currently subordinate staffing levels exceed the optimal span of control ratio, and the additional authorized position will help alleviate that concern given the addition of a fire station and a second truck company.

For staff safety, operational improvements, preparing for leadership continuity and transition resulting from the fire station changes this ordinance requests that one (1) additional Fire Lieutenant be added to the department staffing for 2024. The addition of one (1) Lieutenant position will allow for immediate supervision of the third uncovered shift as the City adds a second truck company to the service area within the community. This has been a significant need for the City and community and will improve ISO (insurance) ratings.

FINANCIAL IMPLICATIONS:

This change results in one full-time position being added to the department. No additional funding is required for the remainder of 2024 as the result of salary savings due to vacancies and unavoidable delays in promotions to higher ranks.

The total cost to add one Fire Lieutenant to staffing is approximately $143,890 which includes salary and all benefits to include health, dental and life insurance, pension costs and Medicare contributions for an entire year.

The total cost for the additional position for the remainder of the 2024 year is approximately $35,973 (3 months of salary and benefits) which can be covered by existing salary savings. This assumes promotion into the position would occur no earlier than mid-late October 2024.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain staffing levels as they are, which is not operationally efficient and will be insufficient with the upcoming station changes.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME FIRE LIEUTENANT POSITION TO THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the City of Pueblo Fire Department; NOW, THEREFORE,

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

SECTION 1.

The following section captioned “Fire” of Ordinance No. 10613, being the 2024 Staffing Ordinance, is amended as follows:

Fire	
Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	6
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Fire Lieutenant	[5]6
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Fire Engineer	36
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Administrative Technician	1
Community Risk Reduction Coordinator	1
Community Outreach Specialist	1
Senior Office Assistant	1
Total	**[157] 158**

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2024 Budget and staffing with respect to the number and allocation of positions within the Fire Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

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

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: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO STATE PATROL, "BATTLE", BEATING AUTO THEFT THROUGH LAW ENFORCEMENT TEAM

SUMMARY:

City Council last approved a 3-year MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on June 28, 2021. The 3-year MOU's terms expired on June 30, 2024. On July 1, 2024, the Pueblo Police Department was awarded $130,000.00 in funds for supplies and operating expenses as well as overtime costs associated with auto theft investigation and enforcement which has already received council approval. Attached is a Memorandum of Understanding (MOU) that will allow the Police Department to participate in statewide BATTLE operations. This Ordinance approves the MOU.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances in the past entering into Memorandums of Understanding with BATTLE.

BACKGROUND:

Each year since July 2009, the City of Pueblo and Pueblo Police Department have accepted Colorado auto theft grant funds. The total funds are disbursed by CATPA and are shared among several different law enforcement agencies in Colorado. An MOU formalizes the relationship between the various participating agencies.

The BATTLE multi-jurisdictional task force focuses on the prevention and reduction of motor vehicle thefts as well as the identification, investigation, location of stolen motor vehicles, and apprehension of suspects. The task force works to increase the number of stolen vehicles recovered, offenders arrested, and decrease vehicle thefts. The agencies accomplish this through educational and intelligence-led enforcement efforts

throughout participating jurisdictions with task force members sharing information amongst each other and any other requesting agency.

FINANCIAL IMPLICATIONS:

The City of Pueblo, Pueblo Police Department, will be reimbursed up to $130,000.00 in overtime expenses by approving the MOU.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council may decline the MOU. If that occurs, the Police Department cannot be reimbursed from CATPA funds for overtime costs and will not be able to participate in statewide BATTLE operations for this program.

RECOMMENDATION:

The Police Department recommends approval of the Ordinance.

ATTACHMENTS:

1. BATTLE MOU FY 24 TO 27

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO STATE PATROL, "BATTLE", BEATING AUTO THEFT THROUGH LAW ENFORCEMENT TEAM

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to approve Memorandums of Understanding, and to enter into agreements relating thereto; and

WHEREAS, City Council approved a grant agreement with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on August 19th, 2024, which awarded an initial award of $130,000.00.00 in grant funds from the Colorado Auto Theft Prevention Authority (CATPA) for the 2024 grant year upon conditions recited therein or incorporated therein by reference; and

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

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

SECTION 1.

The Memorandum of Understanding, a true copy of which is attached hereto and incorporated herein, is hereby accepted and approved in accordance with its terms and conditions.

SECTION 2.

The Memorandum of Understanding, having been approved as to form by the City Attorney, is hereby approved and accepted. The Mayor is authorized to execute the Memorandum of Understanding in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

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

MEMORANDUM of UNDERSTANDING

Beat Auto Theft Through Law Enforcement

This Memorandum of Understanding (MOU) is entered into by the Sheriff, Chief, or Law Enforcement Agency Director (or designee) of the agencies who subsequently agree to the terms of this MOU.

Purpose:
The purpose of this MOU is to outline the overall mission of the Beat Auto Theft Through Law Enforcement Team (BATTLE) and delineate the responsibilities between the participating member agencies and any additional agencies that have agreed to this MOU.

This MOU will formalize the relationship between participating agencies for policy guidance, planning, training, public relations, and media relations to maximize interagency cooperation. This will also create a cohesive unit capable of addressing the organized auto theft problem facing Colorado law enforcement agencies.

Each participating agency agrees to deploy its law enforcement personnel and/or equipment for conducting both overt and covert investigations aimed at apprehending criminals, particularly those with a nexus to auto theft and related crimes, as well as organizations responsible for multiple motor vehicle thefts, chop shops, and the fencing of stolen motor vehicles and/or motor vehicle parts.

This MOU provides functions or services, including the sharing of services or functions by political subdivisions of the State of Colorado, specifically authorized by CRS 29-1-203.

In addition, this MOU sets forth the intent of the signatories to participate in BATTLE.

Mission:
The mission of BATTLE is to thoroughly investigate reported auto theft crimes and auto theft-related crimes, apprehend criminals, recover property, and proactively prevent auto theft by utilizing:

- A multi-jurisdictional approach
- An alignment of partnership goals
- Innovative intelligence-led investigative techniques
- Agency collaboration and information sharing
- Data collection and analysis
- Community education and involvement
- Prosecutorial partnership within the judicial districts

Participation:
BATTLE is a part-time initiative designed to facilitate complex vehicle crime investigations. It is not intended to be a full-time task force requiring the assignment of personnel.

BATTLE will be activated when a member agency has a multi-jurisdictional auto theft investigation and requires additional personnel to properly investigate the case. Agencies requesting activation of BATTLE must be able to assign a minimum of one investigator or detective to participate in BATTLE operations. That investigator or detective will serve as the case agent for the operation. The requesting agency may provide a supervisor for the operation for

the purpose of operational plan review.

BATTLE also utilizes proactive deployments to concentrate on operations aimed at locating stolen vehicles, identifying and apprehending suspects, and gathering intelligence and evidence for future investigations

BATTLE task forces will be regionalized into five areas. BATTLE South, BATTLE North, BATTLE West, BATTLE East, and BATTLE Southwest. Member agencies will be a partner in one of these five regional task forces.

Regional quarterly meetings will be held with the agency heads or designees who are expected to serve in an advisory role to the task force. At these meetings, the BATTLE Commander or designee will provide information on investigations within the previous quarter. The BATTLE Commander will also lead a discussion about investigative and arrest tactics being used and any new tactics being considered. The Regional BATTLE Coordinator will provide information on all training within the last quarter and equipment status and needs. Such briefings will also serve as a forum to address any issues of mutual concern to the participating agencies or provide guidance to the BATTLE Commander and Regional BATTLE Coordinator.

Supervision:
When multiple supervisors are participating in a BATTLE operation, only one predetermined supervisor will provide field supervision during the operational period including search and arrest warrant execution. Selection of that supervisor will be at the discretion of the BATTLE Commander. Operational plan review shall be conducted by the BATTLE Commander and may be reviewed by the Regional BATTLE Coordinator. Final approval or disapproval of the plan resides with the BATTLE Commander.

Composition:
BATTLE will consist of a combined law enforcement body from the participating agencies with the Colorado State Patrol as the lead agency. In addition, any additional participating agency that subsequently agrees to the terms of this MOU will support BATTLE. Each participating agency agrees to provide personnel to allow BATTLE to accomplish its mission.

Specific control of BATTLE members shall be retained by the respective parent agency head or designee, who will be kept informed of all investigative developments by their respective subordinates.

The Colorado State Patrol is the lead agency in BATTLE. The Captain of the Colorado State Patrol's Investigative Services Section will act as the BATTLE Commander. The Colorado State Patrol will assign a Chief Financial Officer for BATTLE.

The Regional BATTLE Coordinator will be a CSP Investigative Services Section Sergeant, or other designated supervisor, as assigned by the BATTLE Commander. The Regional BATTLE Coordinator will have field supervisory responsibility for all team members during BATTLE activities and will ensure that BATTLE Operational Guidelines are followed. The Regional BATTLE Coordinator will ensure that the regional BATTLE task force has the equipment, training, and support necessary to carry out its mission.

The Colorado Attorney General's Office will serve as legal advisor to BATTLE.

Liability:
Each participating agency acknowledges that applicable Colorado State laws govern liability for its employees while they are participating as a member of BATTLE. Liability for individual

BATTLE members are the sole responsibility of each of the participating agencies or employees, and none of the agencies or employees waives or limits the benefits or protections afforded by the Colorado Governmental Immunity Act C.R.S. 24-10-101 *et seq* and Article XI of the Colorado Constitution. Liability shall not be the responsibility of BATTLE. Participating agencies and individual BATTLE members agree they will not be responsible or liable for acts performed by personnel of other member agencies while performing BATTLE activities.

Each participating agency will be provided with a copy of the Operational Guidelines for BATTLE. Each BATTLE member will be required to follow the rules and regulations of their parent agencies unless BATTLE guidelines are stricter. In the event of any conflict between any provision of this MOU and the Operational Guidelines, the provisions of this MOU shall control and prevail.

Each participating member remains an employee of their parent agency and each agency is responsible for salary, worker's compensation, and other benefits afforded their agency members.

Salary/Overtime:
The Colorado State Patrol will issue purchase orders that authorize the reimbursement of overtime incurred in furtherance of BATTLE objectives as outlined in the BATTLE Operational Guidelines. Overtime reimbursement is based on, and limited by, grant allocations.

Assignment of Cases:
All cases assigned or developed will be jointly investigated by BATTLE. The development of operational teams within BATTLE may be necessary to effectively accomplish the mission. Such teams will consist of a BATTLE member from the requesting agency and a Colorado State Patrol investigator and any additional detectives or investigators as needed.

The parties agree to work within the multi-jurisdictional spirit of the Colorado Auto Theft Prevention Authority (CATPA) legislation. All law enforcement actions will be coordinated and cooperatively carried out.

Deconfliction:
Use of the Regional Information Sharing Systems (RISSafe) Watch Center is mandatory for BATTLE operations to avoid conflicts with another agency or task force operation.

Records:
All BATTLE investigative records will be maintained in a secure location by the initiating agency which is the custodian of record. Copies of all documents generated by BATTLE with respect to an investigation shall be provided to the BATTLE Commander or his/her designee unless prohibited by that agency's regulations and/or applicable State or Federal law.

Classified information and/or documents containing information that identifies or tends to identify a BATTLE informant shall be maintained by the initiating agency in accordance with that agency's policies regarding intelligence and confidential informant handling.

Prosecutions:
The investigator, supervisor, appropriate district attorney, and the Colorado Attorney General's Office liaison will make a determination, on a case-by-case basis, whether a specific BATTLE investigation should be filed with the local district attorney or the State Attorney General's Office. The determination will be made at the earliest possible time based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of BATTLE.

Incidents involving Team Members:
Should a BATTLE member be involved in a "critical incident" (deadly force encounter) relating to and in the scope of BATTLE duties, established critical incident teams will be utilized. Investigation of critical incidents that occur in areas without a critical incident team will be investigated by the agency having jurisdiction. Investigative assistance may be requested from the Colorado Bureau of Investigation as needed. The agency of the member involved in the incident will be responsible for conducting their own internal investigation.

Should BATTLE members from more than one agency become involved in an incident, participating agencies in this MOU agree to conduct independent investigations unless it is cooperatively determined by the appropriate supervisor(s) that a joint investigation would be in the best interest of the agencies involved.

However, if the agencies involved in an incident agree to conduct their own investigation, each agency agrees it will conduct its respective investigation in a manner that doesn't interfere with or hamper the investigation(s) of any other agency(s).

The primary BATTLE supervisor will notify the parent agency supervisor in any instance of a complaint against a BATTLE member arising from BATTLE duties. The parent agency is solely responsible for administrative investigations and complaint resolution for their employee and any disciplinary or corrective action will be the prerogative of the member's agency.

Investigative Methods:
The majority of BATTLE cases will be prosecuted at the State level. Therefore, BATTLE participants agree to conform to State standards concerning the collection, processing, and storage of evidence and electronic surveillance. In addition, the use of other investigative methods (i.e. search warrants and intercepts of oral communication) and reporting procedures in connection therewith will be consistent with the policies and procedures of the State of Colorado and each participating agency. Evidence will be maintained and processed by the initiating agency under that agency's established guidelines.

Specialized Equipment and Tactics:
Member agencies participating in the Beat Auto Theft Through Law Enforcement team (BATTLE) are authorized to utilize specialized equipment and employ tactical strategies in the pursuit of their objectives, provided that personnel using such equipment or tactics have undergone appropriate training and certification. Additionally, each participating agency is required to establish and adhere to a comprehensive policy governing the use of specialized equipment and tactics within their respective jurisdictions. This ensures that all operations conducted by BATTLE maintain the highest standards of safety, effectiveness, and adherence to legal protocols. The use of any specialized equipment or tactics shall be approved by the RegionalBATTLE Coordinator or operational supervisor.

Automated License Plate Readers
Member agencies participating in the Beat Auto Theft Through Law Enforcement team (BATTLE) may choose to work with any ALPR vendor. If the ALPR vendor selected has a signed vendor hotlist agreement with the Colorado State Patrol (CSP), then CSP can send the hotlist to the ALPR vendor on the agency's behalf. ALPR vendors will not be able to obtain the hotlist from CBI absent a hotlist agreement with a law enforcement agency. Therefore, ALPR vendors that do not have a vendor hotlist agreement with CSP will require the member agency to facilitate that connection.

Undercover Operations:
All BATTLE operations will be conducted and reviewed in accordance with BATTLE Operational Guidelines and applicable State and Federal laws.

Officer safety is a top priority with multi-jurisdictional task forces. In the planning and execution of an undercover operation, first priority should be given to the safety of ALL persons, second priority to the security of the official funds, and third priority to the attainment of the investigative objective.

All investigators will have available with them the following equipment:

- Attire with Police, Agent, Sheriff, or Trooper Markings
- Department-approved firearm
- Flashlight
- Handcuffs
- Soft body armor
- Radio
- Cellphone
- Body-worn camera

BATTLE members will support each other's jurisdictional boundaries. When an ongoing investigation crosses jurisdictional boundaries, the initiating BATTLE member or BATTLE supervisor will communicate with a task force officer or other responsible member of the home agency to share information and intelligence, as well as work jointly to complete the investigation if warranted.

Informants:
Informant handling and documentation will be conducted in accordance with the initiating agency's policy. Informants will need to be registered with BATTLE and obtain a BATTLE number for tracking purposes.

No documents will be prepared or disseminated outside BATTLE that would identify or tend to identify an informant. When possible, the informant will be referred to by a code name or number so as not to reveal his/her identity.

If any information on a confidential informant (CI) becomes the subject of a discovery motion or court order in any State, Federal, or Local proceeding, all participating agencies agree that they will notify each other prior to disclosure. Each agency will attempt to protect the interests of the other participating agencies in addition to its own interests and those of the CI.

Each agency's designated supervisor for CIs will oversee all aspects of informant development, control, and management in furtherance of BATTLE investigations.

Vehicles:
All participating agencies agree to supply their members with a vehicle for use by their employees. Vehicles will only be driven by members of the parent agency, except in an emergency. The participating agency shall be responsible for expenses related to the operation and repair of that agency's vehicle.

Property:
Property and equipment of BATTLE will be properly maintained and cared for by BATTLE members. All capital equipment, defined as an item purchased at $5,000 or more using funds

under a CATPA grant, must be inventoried prior to August 1 of each year. Any new capital equipment purchased under the conditions of this grant project shall be added to the inventory and submitted to the Regional BATTLE Coordinator upon receipt. Capital equipment becomes the property of the recipient agency and remains in its possession so long as it continues to be used for auto theft prevention activities in support of BATTLE and CATPA. All property and equipment shall be inventoried at least once per year by the Regional BATTLE Coordinator and said inventory reported to the BATTLE Commander prior to August 1 of each year.

Training:
Training for BATTLE members will be conducted quarterly. All BATTLE members must complete each quarterly training. Any deviation from this requirement must be approved by the BATTLE Commander and placed in the grant file. A Training Planning Report and lesson plan will be distributed prior to the training by each Regional BATTLE Coordinator or his/her designee. Once the training has been completed, the Regional BATTLE Coordinator or his/her designee will complete a Training Evaluation Report and submit the report to the BATTLE Commander within 15 days of the completion of the training.

At least one member from each agency that receives BATTLE funding must attend a minimum of six (6) of the twelve (12) monthly CATI meetings per year. The attendance may be in person or via weblink.

Media Relations:
The BATTLE Commander or his/her designee has the responsibility to coordinate the release of information to the news media and to the public through the Public Information Officer of the involved jurisdiction and the Colorado State Patrol Public Affairs Section.

Media inquiries made to individual participating agencies shall be referred to the BATTLE Commander. At major crime scenes or following major incidents, the BATTLE Commander or designee will coordinate with the Public Information Officer of the jurisdiction(s) involved to ensure appropriate and accurate news releases are made. The BATTLE Commander or designee will ensure that each member agency receives equal public recognition for publicized BATTLE operations.

Duration:
The term of this MOU is for three fiscal years beginning on July 1, 2024, and ending on June 30, 2027, or until the MOU is terminated by one of the parties, whichever occurs sooner. Any participating agency may withdraw from BATTLE at any time by written notification to the BATTLE Commander at least 30 days prior to withdrawal. Upon termination of the MOU, all equipment provided to a participating agency by BATTLE will be returned to BATTLE.

Modification:
This MOU, together with all exhibits attached hereto, constitutes the entire MOU between the agencies hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This MOU may be modified at any time by written consent of all participating agencies through the BATTLE Commander. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

Forfeitures:
The processing of seized assets for forfeiture obtained during BATTLE operations will be the responsibility of the agency filing the criminal case. Asset forfeitures will be conducted in

accordance with rules and regulations set forth by the Federal government and/or the State of Colorado and BATTLE Operational Guidelines. Participating agencies agree to recommend that any recoverable forfeiture, attributable to a BATTLE investigation, may be transferred to the Colorado Auto Theft Prevention Authority under the guidelines established in C.R.S. 42-5-112 (4)(a), and in compliance with the Colorado Civil Forfeiture Statute, C.R.S. 16-13-311 et seq.

Specific Requirements:
Participating agencies will have at least one representative participate in the annual kick-off meeting and each quarterly briefing scheduled during the task force operational period.

Participating agencies will provide the Regional BATTLE Coordinator with information for their point of contact person. If the participating agency's point of contact changes, that agency will provide new point of contact information to the Regional BATTLE Coordinator within two weeks of the change. The Regional BATTLE Coordinator will then make notice of the change to the BATTLE Commander.

Participating agencies will be provided an electronic, monthly reporting template to capture BATTLE-related statistics. Participating agencies will provide the Regional BATTLE Coordinator with a completed monthly report, by the 15th day of the month following the reporting month. A total of twelve (12) monthly reports shall be provided to the Regional BATTLE Coordinator in this manner during the grant period. The Regional BATTLE Coordinator will then forward each monthly report to the BATTLE Commander.

Miscellaneous Provisions:
It is specifically agreed among the agencies that this MOU is not intended by any of its terms, provisions, or conditions to create in the public or in any individual member of the public a third-party beneficiary relationship or to authorize any person not a party to this MOU to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this MOU.

The headings of the several articles and sections of this MOU are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this MOU and shall not be construed to affect in any manner the terms and provisions or the interpretation or construction of the MOU.

This Memorandum of Understanding may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together, shall constitute one instrument.

The agencies represent or warrant to each other that they have all the necessary authority to enter into this MOU and to perform their obligations hereunder.

Participating Agency signature(s)
By signing this Memorandum of Understanding your agency agrees to conditions set forth in the memorandum and the Operational Guidelines for the Beat Auto Theft Through Law Enforcement Team.

_____
Agency
Please print Agency Name

_____
Name
Authorized Signature
Date: _____

_____
Lieutenant Colonel Joshua Downing
Colorado State Patrol
Date: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF $76,000, FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, ESTABLISHING PROJECT NUMBER PS2408, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2408, AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

SUMMARY:

The Colorado Department of Transportation (CDOT) has informed the Pueblo Police Department that funds are available for “A Step Towards Reducing Traffic Fatalities” grant. The term of this grant covers the period from October 1, 2024 through September 30, 2025.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

This grant, if approved, will allow the Pueblo Police Department to increase its efforts in speed enforcement. The Police Department anticipates that a continued enforcement presence will be needed to have a long-lasting impact on those who fail to abide by posted speed limits. The Police Department has responded to many serious injury or fatal accidents where speed is a factor and CDOT funding will allow the dedication of full-time officers to address these issues.

FINANCIAL IMPLICATIONS:

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

pays 100% of eligible expenses and requires no grant match. Costs associated with this grant will be paid for through the Public Safety Grant fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Decline the CDOT Grant offer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FFY25 PPD NTP letter
2. Pre Award

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF $76,000, FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, ESTABLISHING PROJECT NUMBER PS2408, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2408, AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept funding from the State of Colorado Department of Transportation ("CDOT") for public and municipal purposes; and

WHEREAS, the Colorado Department of Transportation has tendered a Pre-Award Letter, and Notice to Proceed Letter (the "Grant Award") for the 2024-2025 "A Step Towards Reducing Traffic Fatalities" Speed Enforcement funding in an initial amount of $76,000 upon conditions recited therein or incorporated herein by reference; and

WHEREAS, CDOT has made additional awards of funds in the past under previous grant awards and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by CDOT; and

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

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

SECTION 1.

The Grant Award between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Transportation for the 2024-2025 "A Step Towards Reducing Traffic Fatalities" grant, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor is hereby authorized to execute any associated document in the name of and on behalf of the City, and the City Clerk shall affix the Seal of the City to said documents and attest the same.

SECTION 3.

The Police Department is empowered to apply for and accept additional grant awards pursuant to this Grant Award as those funds are made available by the State of Colorado.

SECTION 4.

Project Number PS2408 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2408 by the Finance Department. Said funds shall only be expended and

used for this project.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

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

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
Department of Transportation
Office of Transportation
Safety & Risk Management
2829 W. Howard Place
Denver, CO 80204-2305

NOTICE TO PROCEED

Agency Name:	Pueblo Police Department
Agency's UEI #:	NJK3BNUDRHJ7
Grantee's Address:	200 S. Main St. Pueblo, CO, 81003
Status:	Active Expiration Date: 10/24/2024
Agency Project Manager:	Sgt. M. Sincerbox
Project Description:	"Reducing Fatal Crashes through Speed Enforcement"
WBS #:	2025NHTSA402.0204
Federal Award Identification # (FAIN) FY23:	69A37523300004020CO0
Federal Funding Estimated Amount:	$1,873,283
Federal Award Identification # (FAIN) FY23:	69A3752330SUP4020CO0
Federal Funding Estimated Amount:	$362,435
Federal Award Identification # (FAIN) FY24:	69A37524300004020CO0
Federal Funding Estimated Amount:	$6,321,663
Federal Award Identification # (FAIN) FY24:	69A3752430SUP4020CO0
Federal Funding Estimated Amount:	$337,553
Award Date:	October 1, 2024
Assistance Listing (CFDA)# and Name:	20.600 Section 402 - State and Community Highway Safety
Federal Awarding Agency:	US Department of Transportation (National Highway Traffic Safety Administration (NHTSA)/Federal Regional Contact: Gina Espinosa-Salcedo)
Your Agency's approved Budget Amount:	$76,000.00
Indirect Cost Rate:	N/A
Match or cost sharing amount:	N/A
Research and Development Award:	No
Period of Performance start and end dates:	10/1/24-9/30/25
Budget Period start and end dates:	10/1/24-9/30/25

Sgt. Sincerbox,

I am pleased to inform you that the ***Purchase Order #411038790*** between CDOT, Office of Transportation Safety (OTS) and ***the Pueblo Police Department*** has been completed in the amount of ***$76,000.00***. These funds are encumbered & obligated to your program, effective October 1, 2024, through September 30, 2025.

An electronic copy of the **Purchase Order** is being emailed to you. If during the course of this grant year you find a need for a modification of your funded dollars or program activities, please contact me for a grant modification form. When submitted it will be reviewed; CDOT's decision will be returned in 10 days.

Please review the attached Award Notification containing General Terms & Conditions associated with receiving Federal dollars, which is attached with this mailing.

Please let me know if you have questions.

Regards,

Jim Bath

Jim Bath
CDOT Program Manager

Date: Not in effect until on or after October 1, 2024

COLORADO
Department of Transportation
Office of Transportation
Safety & Risk Management

May 3, 2024

Agency/Organization: Pueblo Police Department
Name: Sgt. M. Sincerbox
Address: 200 S. Main St. Pueblo, CO, 81003

Re: Application Renewal for Federal Fiscal Year 2025
Reducing Fatal Crashes through Speed Enforcement
in the amount of $76,000.00

Dear Name: Sgt. Sincerbox,

The Colorado Department of Transportation (CDOT), Office of Transportation Safety (OTS), Highway Safety Office (HSO) would like to thank you for your dedication and interest in improving traffic safety in your community. The HSO is pleased to inform you that your application is tentatively approved for the amount referenced above. Final authorization of the award amount is contingent upon the National Highway Traffic Safety Administration's approval of the FY25 Colorado Annual Grant Application.

This letter does not constitute a contract or a Notice to Proceed. This letter does not authorize any reimbursable activity or expenditures until an action plan is negotiated, developed, and approved and a grant agreement/amendment or purchase order is issued. The awarded amount is also dependent on funds being appropriated at the federal level and becoming available to CDOT.

If your budget includes Out of State travel, please work with your Program Manager to determine if there is sufficient detail for the training/conference to be attended. This is to ensure the training/conference is 100% traffic safety related and therefore an allowable expense.

Please note that for the FY26 renewal cycle the requested budget will be required to remain within 10% of the FY25 budgets or remain within the Purchase Order funding limit for the 3 Year funding cycle.

Please feel free to contact me at jimmy.bath@state.co.us to discuss potential modifications and special conditions that may be associated with your contract or purchase order. Thank you for your commitment toward improving traffic safety.

Sincerely,

Jim Bath

Program Manager

2829 W Howard Place, 5th Floor, Denver, Co. 80204 P 303.757.9421 F 303.757.9078 www.coloradodot.info

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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: AN ORDINANCE APPROVING AN AGREEMENT TO PURCHASE AND SALE OF REAL ESTATE BETWEEN THE BISHOP OF PUEBLO, A CORPORATION SOLE, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURCHASE OF EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES IN THE AMOUNT OF $120,000.00 TO BE PAID FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT, AS AUTHORIZED BY SECTION 603(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves an agreement for the purchase and sale of EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES from The Bishop of Pueblo to the City of Pueblo and authorizes the payment of $120,000.00 in American Rescue Plan Act (“ARPA”) funds to complete the acquisition.

PREVIOUS COUNCIL ACTION:

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

On February 12, 2024, City Council approved Resolution No. 15498, which authorized payment of $180,000.00 from Project No. CI2113 – American Rescue Plan Act, for the purposes of purchasing the property known as 2701 East 12th Street, Pueblo, CO, performing certain property boundary changes, performing certain improvements, and

authorizing the Mayor to execute any required documents.

BACKGROUND:

The City of Pueblo and the Diocese of Pueblo entered into a Lease Agreement in January 2004 for a five-year period ending December 31, 2008, for use of the area adjacent to St. Anne's Church (2701 East 12th Street) as a recreation area, park, and playground. The park includes a softball field, restroom, and a playground. The City constructed additional improvements at the park in 2016 and 2017 with Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development, further requiring the public improvements to be dedicated to a public purpose through 2028.

On January 1, 2018, the terms of the Lease allowed for automatic month-to-month renewal. In early 2023, the Diocese decided to sell St. Anne's Park to the City. Amendment No. 2 was approved on February 17, 2023, which extended the Lease Agreement until such time as the real property could be sold to the City, but no later than December 31, 2023.

FINANCIAL IMPLICATIONS:

The City completed the "Rearrangement of Property Boundaries" survey in February 2024 at a cost of approximately $24,000. The appraised property value for the subdivided property was estimated at $140,000. Diocese has agreed to sell the City the property for $120,000, but the City is required to install a fence along the new property boundary and adjust the irrigation and electrical systems.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City Council could decide not to purchase the property from the Diocese which would result in the City's recreational uses of this property to cease and ultimately require the City to remove all recreational amenities from the Diocese property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Signed St Anne Ballfield Purchase Contract 082624
2. Plat_recorded_Eastwood Heights RPB - Exhibit A

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT TO PURCHASE AND SALE OF REAL ESTATE BETWEEN THE BISHOP OF PUEBLO, A CORPORATION SOLE, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURCHASE OF EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES IN THE AMOUNT OF $120,000.00 TO BE PAID FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT, AS AUTHORIZED BY SECTION 603(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Agreement to Purchase and Sale of Real Estate ("Agreement") between the City of Pueblo, a Municipal Corporation, and The Bishop of Pueblo, a Corporation Sole, attached hereto, is hereby approved.

SECTION 2.

Funds in the amount of $120,000.00 are hereby authorized for payment from Project No. CI2113 – American Rescue Plan Act, for purposes of purchasing EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES.

SECTION 3.

After the Agreement is approved as to form by the Department of Law, the Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 4.

The officers and staff of the City are hereby 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 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 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

CONTRACT TO BUY AND SELL REAL ESTATE

THIS CONTRACT ("Agreement") is made the 19 day of August, 2024, between The Bishop of Pueblo, a Corporation Sole, 101 N Greenwood Street, Pueblo, CO 81003 (hereinafter called the "Seller"), and the City of Pueblo, a Colorado municipal corporation, 1 City Hall Place, Pueblo, CO 81003 (hereinafter called the "Buyer")

Recitals

A. Seller is the owner of certain real property located within Pueblo County, Colorado. Said Property currently owned by Seller is in two parcels. Seller's Property is also depicted on the attached "EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES" as Parcel A and Parcel B according to the "AS PLATTED" description, a copy of which is attached hereto and incorporated herein as **Exhibit A**.
B. The parties agree Buyer will purchase all of Pueblo County Assessor Parcel #0428303001(Parcel B) and a portion of Pueblo County Assessor Parcel #0428304002 (Parcel A), with the Seller retaining a portion of Parcel A, as described below. .
C. The parties agree that the Property to be purchased by the Buyer is depicted on the attached "EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES" as Parcel A according to the "AS REARRANGED" description (hereinafter the "Property").
D. The parties agree that the Seller shall retain "EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES" as Parcel B according to the "AS REARRANGED".
E. Seller desires to sell Property as described, and Buyer desires to purchase the Property as described with mutual consideration upon the terms set forth hereinafter.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller agrees to sell, and Buyer agrees to purchase the Property, together with all tenements, hereditaments, appurtenances, interests, rights, benefits easements and improvements thereunto belon to the appertaining, all of which are and shall constitute part of the Property as defined herein, on the terms and conditions set forth in this Contract.

2. Property Defined.

   a. The Seller agrees to sell and convey to the Buyer, and the Buyer agrees to purchase from the Seller, all that certain plat, piece, and improved parcel of land having the following legal description (Property): Parcel A as depicted on the attached "EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES" according to the "AS REARRANGED" description containing approximately 2.83 acres (hereinafter

the "Property").

b. The Seller shall retain ownership of Parcel B as depicted on the attached "EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES" according to the "AS REARRANGED" description (containing approximately 1.23 acres).

c. The Property shall be conveyed by Special Warranty Deed ("Deed"). The Property shall be conveyed subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and zoning and subdivision regulations and resolutions of the City of Pueblo, subject to satisfaction of the conditions listed in this Agreement.

d. Unless otherwise set forth, and no matter which party financed, all improvements will remain on the parcel and with the party that retains that parcel.

3. Purchase Price. Seller and Purchaser agree that the total purchase price shall be One hundred and Twenty Thousand Dollars (U.S. $120,000.00) to be paid as provided in, and subject to, Paragraph 4 below (the "Purchase Price").

4. Payment of Purchase Price. The Purchase Price for the Property shall be payable at Closing in cash or certified funds as follows:

a. Earnest Money. Earnest Money of $1,000.00 shall be paid to and held by Land Title Guarantee Company of Pueblo, 503 N. Main Street, Pueblo, CO 81003 on behalf of the Buyer and the Seller according to the terms hereof.
b. Balance. The balance of the Purchase Price of $119,000.00 shall be paid ~~according to the next section~~ at closing.

+SLB

5. Evidence of Title.

a. Title Commitment and Policy. Within ten (10) days after Seller's receipt of the Survey, Seller shall order and obtain, at Seller's expense, a current commitment for extended coverage title insurance in the amount of the Purchase Price, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxed due with respect to the Property, from Land Title Guarantee Company of Pueblo, 503 N. Main Street, Pueblo, CO 81003 (hereinafter "Title Company"), on the current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to Buyer. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Buyer the owner's title insurance policy referred to above (the "Title Policy"), issued by the Title Company insuring Buyer's title to the Property consistent with the Title Commitment, provided "gap" coverage, deleting the standard exceptions, endorsing over arbitration and creditors' rights exceptions, if necessary, and

subject only to taxes and assessments for the year of Closing and subsequent years, and the other matters approved by Buyer in accordance with subparagraph (c) below and any encumbrances upon the Property cause by Buyer (the "Permitted Exceptions"). At Closing, Seller shall pay the premium for the Title Policy. Buyer may obtain such other endorsements to the Title Policy as Buyer desires, at the expense of Buyer, except for endorsements obtained at Seller's cost, as provided in subparagraph (b) below. Seller shall provide such affidavits or certificates as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exception to the Title Policy.

b. Survey. Buyer shall obtain and deliver, at Buyer's expense, to the Title Company and to Seller, a boundary and improvements survey plat contained the description of the Property and location of all improvements and encroachments thereon, including but not limited to, any improvements, fence locations, and easements (whether visible or recorded), rights of way (whether visible or recorded), and roadways adjacent to the Property, in a form sufficient to enable the Title Company to issue the Title Policy (the "Survey").

c. Inspection. Commencing on the Effective Date and continuing during the term of this Contract until the first to occur of the Closing Date or termination of this Contract, Buyer, its agents, consultants and employees, shall have the right to enter and access the Property at reasonable times for the purpose of making such inspections, studies, tests, surveys, investigations, and modifications described in this agreement as Buyer may elect and which it deems necessary to determine the suitability of the Property and affect this Agreement. All such activities shall be performed by Buyer or its agents or employees at Buyer's sole cost and expense. Buyer shall indemnify and hold Seller and the Property harmless from and against any and all direct costs, liabilities, claims, demands, actions and expenses arising from or in connection with such activities and, in the even Buyer does not close on the purchase of Property, Buyer shall repair any damage to the Property or improvements thereon cause by such activity. This indemnification shall not be deemed to apply to costs, liabilities, claims demands, actions, or expenses arising from Seller's negligent accts or omissions or any pre-existing condition (including, without limitation, environmental conditions) within the Property, Buyer may terminate this Contract by written notice given to Seller five (5) days prior to Closing Date.

6. Other Considerations for this agreement:
   a. Buyer agrees to be responsible for including paying the cost for, the following
      i. Chain link fence with gate estimated at $12,000
      ii. Moving utilities estimated at $5,000
      iii. Subdivision/Minor boundary line adjustment/Survey estimated at $15,000
      iv. Relocation of Irrigation System on both parcels estimated at $15,000

b. Buyer Agrees to maintain the park as "St. Anne's Park" for the duration of their ownership. The Special Warranty Deed issued to the Buyer for the Property shall contain a deed restriction that the property only be used as a public park, for recreational activities, and named "St. Anne's Ballfield" in perpetuity, and no structures shall be permitted thereon other than those structures in existence at the time of conveyance (or their replacement) and those incident to said use, such as public restrooms, seating, awnings, fences, picnic tables, covered gathering spaces, and playground equipment. No commercial development of any kind or commercial structures shall be built on the Property, except for commercial activities related to the functioning of the ball park and ball park activities (such as food trucks, baseball and softball paraphernalia, etc.), in perpetuity.

7. Closing Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at Land Title Guarantee Company of Pueblo, 503 N. Main Street, Pueblo, CO 81003 at a date and time agreed to by the Seller and Buyer but no later than September 1, 2024. The Buyer shall be responsible for recording the transfer Deed and for paying all recording fees.

8. Transfer of Title. Subject to payment of the Purchase Price, compliance by Buyer with the other terms and provisions hereof, and the occurrence of or waiver buy Buyer of the Conditions Precedent to Closing defined and described in Paragraph 9 (Additional Conditions Precedent to Closing), Seller shall execute and deliver to Buyer at Closing a Special Warranty Deed conveying marketable fee simple title to the Property to Buyer free of financing, mortgage, judgement and tax liens, subject only to the Permitted Exceptions which shall include all matters shown on the Title Commitment accepted by Buyer.

9. Additional Conditions Precedent to Closing. The sale and purchase contemplated by this Contract is contingent upon occurrence of all of the following prior to Closing Date (collectively, the "Conditions Precedent to Closing"):

a. City Council approving this Contract on or before Closing.

b. Funds for the payment of Purchase Price have been duly appropriated by Buyer's governing body in accordance with law and a sufficient unencumbered balance thereof exists sufficient for payment of the Purchase Price stated above.

c. The results of inspection and testing do not indicate any conditions which are deemed unacceptable to Buyer, in Buyer's sole and absolute discretion.

In the event any of the Conditions Precedent to Closing are not satisfied on or before five (5) days before the Closing date, Buyer may by notice to Seller not less than five (5) days prior to Closing Date (1) waive any or all of the above conditions in writing deliver to Seller and close the sale and purchase the Property, or (ii) elect to terminate this Contract, in which event any Earnest Money shall be returned to Buyer and each party will be release from all obligations under this Contract.

10. Closing Costs, Documents and Services. Buyer and Seller shall sign and complete all customary or required documents at or before Closing. Fees for real estate closing services, if any, shall be paid at Closing by Buyer.

11. Proration. General taxes and assessments for the year of Closing, if any (which shall be based on the taxes for the calendar year immediately preceding Closing), water, sewer, utility charges and other usual and customary items shall be prorated between Seller and Buyer as of the Closing Date.

12. Possession. Possession of the Property shall be delivered to Buyer by Seller on Closing Date.

13. Time of Essence/Default and Remedies. Time is of the essence hereof. If any obligation is not preformed there shall be the following remedies;

    a. If Buyer is in Default: In the event Buyer defaults in the performance of its obligations hereunder, Seller's sole remedy shall be to (i) terminate this Contract and retain any Earnest Money as liquidated damages and in lieu of all other remedies it may pursue, or (ii) treat this Contract as being in full force and effect and to obtain specific performance, but not any damages,

    b. If Seller is in Default: In the even Seller defaults in the performance of its obligations hereunder, Buyer shall have the right to (i) terminate this Contract by written notice to Seller and obtain the return of any Earnest Money, or (ii) treat this Contract as being in full force and effect and to obtain specific performance, but not any damages.

    c. Costs and Attorneys' Fees. Anything to the contract herein notwithstanding, in the event of any action of litigation arising out of this Contract, the Court shall award to the prevailing party all reasonable costs and expenses, including reasonable attorneys' fees. Exclusive venue and jurisdiction for any such litigation shall be in the District Court in and for Pueblo County, Colorado. The provisions of this subparagraph (c) shall survive Closing or termination of this Contract.

14. Representation and Warranties of Seller. Seller represents and warrants to Buyer as follows:

    a. Seller has full power, capacity and authority to execute and deliver this Contract and all other documents required to be executed and delivered by Seller under this Contract and to perform its obligations hereunder.

    b. This Contract has been, duly authorized, executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

c. Seller is not a party to any judicial, administrative, arbitration, or other similar proceedings relating in any matter to the Property or to Seller's interest therein or that may detrimentally affect Seller's ability to perform its obligations under this Contract or the ability of persons who acquire portions of the Property to develop, own or operate the Property. Seller has not received notice of (and to Seller's knowledge there is no basis for) any pending or threatened claims, actions, suits or other proceedings of the nature described in the immediately preceding sentence, not are any such claims, actions, suits, or other proceedings contemplated by Seller.

d. To Seller's knowledge, there is no violation of laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions, instructions, or agreements applicable to the Property. Seller has not received from any governmental or other agency or any other person with respect to any such violations concerning the Property.

e. There are no contracts or other obligations outstanding for the sale, lease, or transfer of all or any part of the Property.

f. There is no default, nor has any event occurred which, with the passage of time, the giving of notice, or both, would constitute a default under any agreement, contract, mortgage, deed of trust or other instrument which relates to Seller or the Property or which affects the Property in any manner.

g. To Seller's knowledge (i) the Property is and at all time has been in compliance with all applicable state and federal environmental laws, regulations, ordinances, rules, and orders (collectively, "Environmental Laws"); (ii) there is no pending or threatened judicial or administrative proceedings of any kind with respect to the Property alleging the violation or potential violation of any Environmental Law nor are there any pending or threatened investigations of any matters relating to any Environmental Laws with respect to the Property; (iii) there has been no release or threatened release of any hazardous, toxic or otherwise regulated substance, waste, contaminant, or material (collectively, "Hazardous Materials"), as such terms are defined in any applicable Environmental Law, on, in, or at the Property, or any part thereof; (iv) no portion of the Property has been used as a dump site, a storage site for solid wastes or the location of above ground or underground fuel or storage tanks; and (v) no Hazardous Materials are currently present on or have at any time been stored or used on the Property, except for fertilizers and pesticides used in strict accordance with package instruction and all applicable Environmental Laws.

15. Representations and Warranties of Buyer. Buyer represents, warrants and covenants as follows:

a. Buyer has full power, capacity and authority to execute and deliver this Contract and all other documents required to be executed and delivered by Buyer under this Contract and to perform its obligations hereunder.

b. Subject to approval by Buyer's City Council, this Contract will have been duly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

16. Seller Covenants. Commencing on the Effective Date and until the first to occur of Closing or termination of this Contract, Seller shall not (a) lease, sell convey or further encumber any portion of the Property, (b) consent to any zoning or other change affecting the use of the Property, except for those requested or approved by Buyer, or are terms of this Agreement, (c) cause any other changes which affect the Condition of Seller's title to the Property or otherwise adversely impact the condition of the Property or Buyer's intended use thereof.

17. Notices. All notices pursuant to this Offer must be written and signed by the respective party's agent and all such correspondence will be effective upon it being mailed with return receipt requested, hand-delivered, or emailed as follows:

Buyer	Seller
City of Pueblo	The Bishop of Pueblo
1 City Hall Place	101 N Greenwood St.
Pueblo, CO 81003	Pueblo, CO 81003
Phone: (719) 562-3899	Phone:719-544-9861
Email: CityAttorney@pueblo.us	Email:officeofbishop@dioceseofpueblo.org

18. Assignment. Neither this Agreement nor any right or obligation hereunder may be assigned by any Party without the prior written consent of the other Party, and any attempted assignment without the required consents shall be void.

19. Modification. No subsequent modification of any of the terms of this Contract shall be valid or binding upon the Parties or enforceable unless made in writing and signed by the Parties.

20. Entire Contract. This Contract constitutes the entire contract and agreement between the Parties relating to the subject matter hereof, and any prior statements, representations or agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract.

21. Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.

22. Validity. If any provision of this Contract shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Contract.

23. Broker. Purchaser and Seller represent and warrant to the other that no broker or finder has been engaged by such Party in connection with this transaction. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Purchaser by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Seller. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Seller by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Purchaser.

24. Applicable Law. This agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Colorado. Seller and Purchaser hereby irrevocably submit to the personal and subject matter jurisdiction of the District Court, Pueblo County, State of Colorado in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in the District Court of Pueblo County, State of Colorado. Purchaser and Seller agree that the provisions of this Paragraph 24 shall survive the closing of the transaction contemplated by this Agreement and the recording of the Deed hereunder. To the full extent permitted by law, Purchaser and Seller hereby waive their rights to a trial by jury.

25. Interpretation. Whenever the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

26. Survival of Representations. The representations, warranties, covenants and agreements of Buyer and Seller in this Contract are and shall be construed to be covenants running with the Property, shall survive the Closing of the transaction contemplated hereby and recordation of the Deed, may be enforced by either Buyer or Seller after Closing Date, and shall not be merged or be deemed to be merged into Deed.

27. Third Parties. Buyer and Seller and their respective successors and permitted assigns are the only parties to this Contract and are the only parties entitled to enforce this Contract. Nothing contained in this Contract nor any provision hereof is intended to give or shall be construed to give or confer, directly or indirectly, or otherwise, upon any third party any right, remedy or benefit hereunder.

28. Counterparts and Facsimile Signatures. This Contract may be executed in multiple counterparts, which taken together shall be deemed one original.

29. Exclusivity. In consideration of the time and resources which the Buyer will devote to the transactions contemplated herein, Seller agrees that until Closing or the earlier termination of this Contract, Seller will not, directly or indirectly, solicit, initiate or enter into discussions or transactions with, or encourage, or provide any information to, any individual, entity or group (other than to Buyer and Buyer's designees) concerning any sale or lease of the Property or any similar transaction or alternative. The provisions of this Paragraph shall not be construed to prohibit Seller or Buyer from discussing the transaction contemplated herein with their attorneys or other consultants.

30. TABOR Compliance No Multi-Fiscal Year Obligation on City. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the Buyer which may arise under this Agreement in any fiscal year after 2014, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall constitute a default or breach of this Agreement by the Buyer, and earnest money released to the Seller as its remedy for the breach. The obligations of the Buyer under this Agreement are subject to annual appropriations made for that purpose by the City Council of Pueblo.

31. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

IN WITNESS WHEREOF, the parties have signed this Contract as of August 2024, effective as of the Effective Date.

BUYER:

CITY OF PUEBLO, CO
A MUNICIPAL CORPORATION

By: _____
Heather Graham
Mayor

ATTESTED BY: _____
CITY CLERK

SELLER:

THE BISHOP OF PUEBLO, A CORPORATION SOLE

_____
By: Most Rev. Stephen J. Berg, Bishop of Pueblo

_____
(Signature)
By: _____

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 19th day of August, 2024 by Stephen J. Berg.

Witness my hand and official seal.

My commission expires: 11-5-2024.

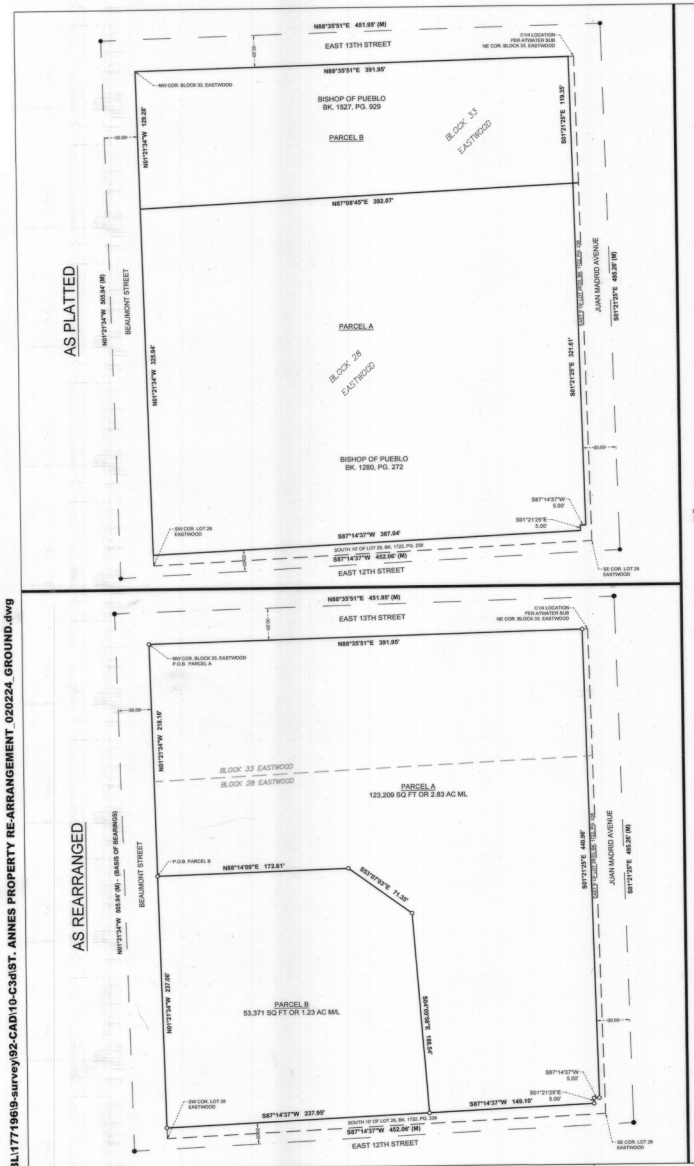
[SEAL]

ALICE LEDOUX
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964016104
MY COMMISSION EXPIRES NOV 5, 2024

Alice LeDoux
Notary Public

EASTWOOD SUBDIVISION - BLOCKS 28 AND 33
REARRANGEMENT OF PROPERTY BOUNDARIES

A REPLAT OF BLOCKS 28 AND 33, EASTWOOD SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 50'

0 50 100

LEGEND

- ● *FOUND 1" PIN IN CENTERLINE MONUMENT BOX*
- ○ *SET NO. 5 REBAR w/ 1.5" ALUM. CAP PLS 38377*
- (M) *AS-MEASURED BEARING & DISTANCES*

KNOWN ALL MEN BY THESE PRESENT: That The Bishop of Pueblo, A corporation sole, being the sole owner of the following described parcel of land:

LEGAL DESCRIPTION:
Parcel A: Block 28, except those portions conveyed in Deed recorded July 7, 1972 in Book 1722 at Page 238, Eastwood, County of Pueblo, State of Colorado.

Parcel B: Block 33, except that portion conveyed in Deed recorded July 7, 1972 in Book 1722 at Page 238, Eastwood, County of Pueblo, State of Colorado.

Hereby requests rearrangement of property boundaries for the purpose of creating two new lots, according to title XII, Chapter 4, Code Ordinances, City of Pueblo, being more particularly described as follows:

PARCEL A
Being a portion of Block 28 & Block 33, Eastwood, Pueblo County Records, more particularly described as: Beginning at the Northwest corner of said Block 33; thence N88°35'51"E, along the north line of said Block 33, a distance of 391.95' to a point on the west line of Book 1722, Page 238; thence S01°21'25"E, along said west line, a distance of 440.96'; thence S87°14'37"W a distance of 5.00'; thence S01°21'25"E a distance of 5.00' to the north line of Book 1722, Page 238; thence S87°14'37"W, along said north line, a distance of 149.10'; thence N04°09'58"W a distance of 188.54'; thence N53°07'03"W a distance of 71.35'; thence S88°14'09"W a distance of 172.61' to a point on the west line of said Block 28; thence N01°21'34"W, along said west line, a distance of 218.16' to the Point of Beginning.
Said Parcel A containing 2.83 Acres or 123,209 Sq. Ft. more or less.

PARCEL B
Being a portion of Block 28, Eastwood, Pueblo County Records, more particularly described as: Beginning at a point on the west line of said Block 28, whence the Northwest Corner of Block 33, Eastwood, bears N01°21'34"W a distance of 218.16'; thence N88°14'09"E a distance of 172.61'; thence S53°07'03"E a distance of 71.35'; thence S04°09'58"E a distance of 188.54' to a point on the south line of said Block 28; thence S87°14'37"W, along said south line, a distance of 237.95'; thence N01°21'34"W, along said west line of Block 28, a distance of 237.06' to the Point of Beginning.
Said Parcel B containing 1.23 Acres or 53,371 Sq. Ft. more or less.

EXCEPTIONS & TITLE COMMITMENT:
This survey does not constitute a title search to determine ownership or easements of record. For all information regarding easements, rights of way, and title of record, SEH, Inc. relied upon Order Number RND35066633 issued by Land Title Guarantee Company, effective date February 23, 2024 at 5:00 P.M.

Items below may affect this property:

9. Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Eastwood recorded September 15, 1926 under Reception No. 393247.
10. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Right of Way recorded August 02, 1930 in Book 739 at Page 124.
11. An undivided one-sixteenth interest in all oil and gas and minerals as reserved in Deed recorded May 26, 1931 in Book 746 at Page 572, or a severance of minerals evidenced thereby, and any and all assignments thereof or interests therein.
12. An undivided one-sixteenth interest in all oil and gas and minerals as reserved in Deed recorded January 17, 1934 in Book 772 at Page 456, or a severance of minerals evidenced thereby, and any and all assignments thereof or interests therein.
13. The effect of inclusion of subject property in the Devine, East Side, Grove, East Mesa, Blende, St. Charles Mesa, Vineland Fire Protection District, as evidenced by instrument recorded August 9, 1948 under Reception No. 819580.
14. The effect of Ordinance No. 2964 for Annexation recorded June 18, 1965 in Book 1571 at Page 313.
15. The effect of inclusion of subject property in the Lower Arkansas Valley Water Conservation District, as evidenced by instrument recorded December 13, 2002, under Reception No. 1474320 and Notice recorded January 04, 2010 under Reception No. 1829179.
16. The effect of inclusion of subject property in the Pueblo Conservancy District, as evidenced by instrument recorded August 01, 2007, under Reception No. 1736292 and recorded February 15, 2003 under Reception No. 1934215 and Pueblo Conservancy District Map recorded December 11, 2009 under Reception No. 1829096.

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.

Director of Public Works — 6/28/2024 date

Director of Parks & Recreation — 7.9.24 date

Director of Planning & Comm. Development — 6/27/2024 date

Approval Attested By: Administrative Official — 6/27/2024 date

In witness whereof, the following have set their hand:

(Representative for The Bishop of Pueblo)

STATE OF COLORADO)
COUNTY OF PUEBLO) s.s.

The foregoing instrument was acknowledged before me on this 9th day of July 2024 A.D. by Most Reverend Stephen Berg (Representative of The Bishop of Pueblo)

Notary Public — My Commission Expires: March 14, 2026

Colston Roy Young
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194034710
My Commission Expires March 14, 2026

2347636 07/09/2024 02:40:57 PM
Page 1 of 1 Chris Chostner Pueblo County, Co
Rec $18.00 Doc $0.00

BASIS OF BEARINGS:
Bearings are based on the found 1" pin in the range box at the intersection of Beaumont Street and East 12th Street and the found 1" pin in the range box at the intersection of Beaumont Street and East 13th Street; known to bear N01° 21' 34" W between found monuments.

All distances shown hereon are in US Feet.

NOTICE:
According to C.R.S. 13-80-105, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certificate shown hereon.

SURVEYOR'S CERTIFICATE:

I do hereby certify that I am a registered Land Surveyor licensed under the laws of the State of Colorado, and do hereby certify that this plat is true, correct and complete as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements and streets of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land.

In witness thereof I have set my hand and seal this 27 day of JUNE A.D., 2024.

Colorado Registered Professional Land Surveyor
Scott J. Klinker

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR SCOTT J. KLINKER 38377 6/27/24

Colorado Registration # 38377

NO.	REVISIONS	DATE	BY
1			
2			
3			
4			

SURVEYED CC DATE 02/24/24
DRAWN REB DATE 04/24/24
CHECKED SJK DATE 04/24/24

SEH
PHONE: 303.586.5800
2000 S. COLORADO BLVD
SUITE 6000
DENVER, CO 80222

EASTWOOD SUBDIVISION
REPLAT OF BLOCKS 28 & 33

SEH PROJECT NO. 177196
DATE ISSUED 06/21/2024
SHEET NO. 1
SHEET 1 OF 1

X:\PT\P\PUEBL\177196\9-survey\92-CAD\10-C3d\ST. ANNES PROPERTY RE-ARRANGEMENT_020224_GROUND.dwg

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford

SUBJECT: AN ORDINANCE AMENDING ARTICLE 6, CHAPTER 1, OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO ALLOW FOR THE LAWFUL CONCEALED CARRY OF FIREARMS WITHIN PUEBLO CITY HALL

SUMMARY:

Attached is a proposed Ordinance which amends Section 11-1-601 of the Pueblo Municipal Code to allow the lawful concealed carry of firearms within City Hall.

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance 7020, codified in Section 11-1-601 P.M.C., on July 28, 2003. Section 11-1-601 made it a Class 1 municipal offense for any person to carry a concealed handgun within the City, unless the person holds a valid written permit to carry a concealed handgun pursuant to Section 18-12-105, (*sic*) C.R.S. Additionally, Section 11-1-601 made it a Class 1 municipal offense for any person to openly carry a handgun in a City owned or controlled building or area, if the City posts a sign prohibiting a person from openly carrying firearms within the City owned or controlled building or area.

BACKGROUND:

During the 2024 legislative session, the Colorado General Assembly passed SB 24-131, codified at Section 18-12-105.3, C.R.S., prohibiting the carrying of firearms in certain government buildings. Section 18-12-105.3, C.R.S., makes it unlawful for a person to carry a firearm, whether loaded or not loaded, in a courthouse or any other building or portion of building used for court proceedings.

Additionally, Section 18-12-105.3, C.R.S., makes it unlawful for a person to carry a firearm, whether loaded or not loaded, on the property or within any building in which: (i) City Council's chambers are located; (ii) a meeting of City Council is being conducted; or (iii) the official office of any member of a City Council or the Mayor is located. However, Section 18-12-105.3, C.R.S., allows City Council to enact an

ordinance opting out of this portion of the statute, thereby permitting a person to carry a concealed handgun within any building where (i) City Council's chambers are located; (ii) a meeting of City Council is being conducted; or (iii) the official office of any member of a City Council or the Mayor is located.

If City Council chooses to opt out of the restrictions found in Section 18-12-105.3, the opting out procedure shall have no effect on City Council's decision in Ordinance No. 7020 (as authorized by Section 29-11.7-104, C.R.S.), prohibiting any person from openly carrying a firearm in a City owned or controlled building or area, if the City has posted a sign prohibiting the open carry of firearms within that building or area.

Additionally, if City Council chooses to opt out of the restrictions found in Section 18-12-105.3, the opting out procedure shall have no effect on the portion of Section 11-1-601, P.M.C., prohibiting any person from carrying a firearm, whether concealed or open, in a courthouse or any other building or portion of building used for court proceedings.

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:

1. SB 24-131

ORDINANCE NO.

AN ORDINANCE AMENDING ARTICLE 6, CHAPTER 1, OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO ALLOW FOR THE LAWFUL CONCEALED CARRY OF FIREARMS WITHIN PUEBLO CITY HALL

WHEREAS, during the 2024 legislative session, the Colorado General Assembly passed Senate Bill 24-131, codified at Section 18-12-105.3, C.R.S., which prohibits a person from knowingly carrying a firearm, whether loaded or unloaded, in a courthouse or any other building or portion of building used for court proceedings; and

WHEREAS, Section 18-12-105.3, C.R.S., also prohibits a person from knowingly carrying a firearm, whether loaded or unloaded, on the property or within any building in which: (i) the chambers or galleries of City Council is located; (ii) on the property or within the building where a meeting of City Council is being conducted; or (iii) the property or within the building where the official office of any member of a City Council or the Mayor is located; and

WHEREAS, Section 18-12-105.3(4)(b) C.R.S., authorizes City Council to enact an ordinance permitting a person who holds a valid permit pursuant to Part 2, Article 12, Title 18, C.R.S, to carry a concealed handgun within the building where City Council's chambers are located; the building where City Council conducts its meetings; or the building where members of City Council or the Mayor's official offices are located; and

WHEREAS, this Ordinance does not prohibit enforcement or amend Ordinance 7020, codified in Section 11-1-601, P.M.C., or any other law or regulation pursuant to Sections 18-12-214 or 29-11.7-104, C.R.S., prohibiting a person from openly carrying a firearm in a building within the City's jurisdiction, if a sign is posted at the public entrances to the building informing the public that it is prohibited to openly carry firearms in the building or specific area; and

WHEREAS, this Ordinance does not permit a person to carry a firearm, whether loaded or unloaded, in a courthouse or any other building or portion of building used for court proceedings. NOW, THEREFORE,

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

SECTION 1.

Title XI, Chapter 1, Article 6 of the Pueblo Municipal Code is hereby amended as follows:

Sec. 11-1-601. - Carrying weapons.

(a) Definitions. As used in this Section:

(1) *Firearm* means any instrument or device capable of discharging bullets, cartridges or other projectiles by explosive charge, excluding handguns as defined herein, but specifically including and not limited to rifles, shotguns or other guns whose barrel, not including any revolving, detachable or magazine breech, exceeds twelve (12) inches in length.

(2) *Handgun* shall have the same meaning as set forth in Section 18-12-202(4),

C.R.S.

(3) *Private property* means any building or specific area not owned, possessed, managed or controlled by the City.

(4) *Weapon* means any instrument or device commonly and generally known to be capable of inflicting serious bodily injury, excluding firearms and handguns as defined herein, but specifically including and not limited to:

a. Any dagger, dirk, knife or stiletto with a blade over three and one-half (3½) inches in length; or any other dangerous instrument capable of inflicting cutting, stabbing or tearing wounds;

b. Any bludgeon, blackjack, billy club, sand club, sandbag or other hand operated striking weapon consisting, at the striking end, of any encased piece of lead or other heavy substance and, at the handle end, a strap or springy shaft which increases the force of impact;

c. Any cross knuckles, or knuckles of lead, brass or other metal; and

d. Any stun gun or device capable of temporarily immobilizing a person by the infliction of an electrical charge.

(b) It shall be unlawful and a Class 1 municipal offense for any person, within the City, to carry a firearm, handgun or weapon concealed on or about his or her person.

(c) It shall be unlawful and a Class 1 municipal offense for any person to openly carry any firearm, handgun or weapon in a building or specific area owned, possessed, managed or controlled by the City at which the City has posted signs at the public entrances to the building or specific area prohibiting the open carrying of firearms, handguns or weapons.

(d) It shall be unlawful and a Class 1 municipal offense for any person to carry any firearm, handgun or weapon upon the private property of another where signs have been posted at the entrance to the private property prohibiting the carrying of firearms, handguns or weapons.

(e) It shall not be a violation of any provision of this Section if, at the time of the act of carrying the firearm, handgun or weapon, the defendant was:

(1) A person in his or her own dwelling or place of business or on property owned by him or her or under his or her control; or

(2) A person in a private automobile or other private means of conveyance who carried the firearm, handgun or weapon for hunting or lawful protection of his, her or another's person or property while traveling; or

(3) A sheriff, undersheriff, deputy sheriff, police officer, coroner, marshal, any officer, guard or supervisory employee of any institution within the Colorado Department of Corrections, a district attorney, assistant district attorney or deputy district attorney, an authorized investigator of a district attorney or the

attorney general, a probation or parole officer, an officer or member of the Colorado National Guard while acting under call of the Governor in cases of emergency or civil disorder, an agent of the Colorado Bureau of Investigation, a wildlife conservation officer, a parks and recreation officer or a security guard employed by this State.

(f) It shall not be a violation of Subsection (b) of this Section, which prohibits the carrying of a concealed handgun, if the defendant, at the time of the act of carrying the concealed handgun, held a valid **[**written**]** permit to carry a concealed handgun pursuant to **[**Section 18-12-105**]** **Part 2, Article 12, Title 18**, C.R.S.**, as amended.**

(g) It shall not be a violation of Subsection (b) of this Section, which prohibits the carrying of a concealed handgun, for a person to carry a concealed handgun within Pueblo City Hall, if at the time of the act of carrying a concealed handgun, the person possessed a valid permit to carry a concealed handgun pursuant to Part 2, Article 12, Title 18, C.R.S., as amended.

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.

SECTION 3.

This Ordinance shall become effective upon final passage.

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

SENATE BILL 24-131

BY SENATOR(S) Jaquez Lewis and Kolker, Cutter, Fields, Sullivan, Gonzales;
also REPRESENTATIVE(S) Brown and Lindsay, Froelich, Amabile, Bacon, Boesenecker, Daugherty, deGruy Kennedy, Garcia, Hamrick, Hernandez, Herod, Jodeh, Joseph, Kipp, Lindstedt, Marvin, McCormick, Parenti, Ricks, Rutinel, Sirota, Story, Valdez, Weissman, Willford, Woodrow.

CONCERNING PROHIBITING CARRYING A FIREARM IN SENSITIVE SPACES RECOGNIZED BY THE UNITED STATES SUPREME COURT AS PLACES AT WHICH LONGSTANDING LAWS PROHIBITED CARRYING FIREARMS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds and declares that:

(a) The second amendment to the United States constitution protects the right of persons to keep and bear arms, and the supreme court of the United States has held that states may, consistent with the second amendment, regulate carrying firearms in sensitive places;

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

(b) Colorado currently regulates carrying firearms in specified sensitive places, including certain government buildings, schools, and public transportation facilities;

(c) The sensitive spaces described in this act are places where children and other members of the public congregate; and

(d) The sensitive spaces described in this act are sensitive places at which the state can regulate carrying firearms consistent with the second amendment.

SECTION 2. In Colorado Revised Statutes, **add** 18-12-105.3 as follows:

18-12-105.3. Unlawful carrying of a firearm in government buildings - penalty - definitions. (1) A PERSON SHALL NOT KNOWINGLY CARRY A FIREARM, WHETHER LOADED OR NOT LOADED, IN ANY OF THE FOLLOWING LOCATIONS, INCLUDING THEIR ADJACENT PARKING AREAS:

(a) ON THE PROPERTY OF OR WITHIN ANY BUILDING IN WHICH:

(I) THE CHAMBERS, GALLERIES, OR OFFICES OF THE GENERAL ASSEMBLY, OR EITHER HOUSE THEREOF, ARE LOCATED;

(II) A LEGISLATIVE HEARING OR MEETING OF THE GENERAL ASSEMBLY IS BEING CONDUCTED; OR

(III) THE OFFICIAL OFFICE OF ANY MEMBER, OFFICER, OR EMPLOYEE OF THE GENERAL ASSEMBLY IS LOCATED;

(b) UNLESS PERMITTED BY A LOCAL GOVERNMENT, AS DESCRIBED IN SUBSECTION (4)(b) OF THIS SECTION, ON THE PROPERTY OR WITHIN ANY BUILDING IN WHICH:

(I) THE CHAMBERS OR GALLERIES OF A LOCAL GOVERNMENT'S GOVERNING BODY ARE LOCATED;

(II) A MEETING OF A LOCAL GOVERNMENT'S GOVERNING BODY IS BEING CONDUCTED; OR

(III) THE OFFICIAL OFFICE OF ANY ELECTED MEMBER OF A LOCAL GOVERNMENT'S GOVERNING BODY OR OF THE CHIEF EXECUTIVE OFFICER OF A LOCAL GOVERNMENT IS LOCATED; OR

(c) A COURTHOUSE OR ANY OTHER BUILDING OR PORTION OF A BUILDING USED FOR COURT PROCEEDINGS.

(2) THIS SECTION DOES NOT APPLY TO:

(a) A PEACE OFFICER CARRYING A FIREARM PURSUANT TO THE AUTHORITY GRANTED IN SECTION 16-2.5-101 (2);

(b) A MEMBER OF THE UNITED STATES ARMED FORCES OR COLORADO NATIONAL GUARD WHEN ENGAGED IN THE LAWFUL DISCHARGE OF THE MEMBER'S OFFICIAL DUTIES;

(c) SECURITY PERSONNEL EMPLOYED OR RETAINED BY AN ENTITY THAT CONTROLS OR OPERATES A PLACE DESCRIBED IN THIS SECTION AND SECURITY PERSONNEL DESCRIBED IN SECTION 24-33.5-216.7 (5) WHILE ENGAGED IN THE SECURITY PERSONNEL'S OFFICIAL DUTIES;

(d) LAW ENFORCEMENT PERSONNEL, DEFENSE COUNSEL PERSONNEL, AND COURT PERSONNEL CARRYING OR POSSESSING A FIREARM IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES AS PART OF THE LAWFUL AND COMMON PRACTICES OF A LEGAL PROCEEDING; AND

(e) A PERSON WHO HOLDS A VALID PERMIT TO CARRY A CONCEALED HANDGUN OR A TEMPORARY EMERGENCY PERMIT ISSUED PURSUANT TO PART 2 OF THIS ARTICLE 12 WHO IS CARRYING A CONCEALED HANDGUN IN THE ADJACENT PARKING AREA OF A LOCATION LISTED IN SUBSECTION (1) OF THIS SECTION.

(2.3) (a) ON AND BEFORE JANUARY 4, 2025, SUBSECTION (1)(a) OF THIS SECTION DOES NOT APPLY TO A MEMBER OF THE GENERAL ASSEMBLY.

(b) THIS SUBSECTION (2.3) IS REPEALED, EFFECTIVE JANUARY 5, 2025.

(3) A PERSON COMMITS UNLAWFUL CARRYING OF A FIREARM IN A GOVERNMENT BUILDING IF THE PERSON VIOLATES SUBSECTION (1) OF THIS

SECTION. UNLAWFUL CARRYING OF A FIREARM IN A GOVERNMENT BUILDING IS A CLASS 1 MISDEMEANOR.

(4) (a) THIS SECTION DOES NOT PROHIBIT A LOCAL GOVERNMENT FROM ENACTING AN ORDINANCE, REGULATION, OR OTHER LAW PURSUANT TO SECTION 18-12-214 OR 29-11.7-104 THAT PROHIBITS A PERSON FROM CARRYING A FIREARM IN A SPECIFIED PLACE.

(b) A LOCAL GOVERNMENT MAY ENACT AN ORDINANCE, REGULATION, OR OTHER LAW THAT PERMITS A PERSON TO CARRY A FIREARM AT PLACE DESCRIBED IN SUBSECTION (1)(b) OF THIS SECTION.

(5) NOTHING IN THIS SECTION PROHIBITS A PERSON FROM SECURELY STORING A FIREARM IN A VEHICLE, AS REQUIRED BY STATE LAW, THAT IS AT A LOCATION DESCRIBED IN THIS SECTION.

(6) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "GOVERNING BODY" HAS THE SAME MEANING SET FORTH IN SECTION 29-1-102.

(b) "LOCAL GOVERNMENT" MEANS ANY CITY, COUNTY, CITY AND COUNTY, SPECIAL DISTRICT, OR OTHER POLITICAL SUBDIVISION OF THIS STATE, OR ANY DEPARTMENT, AGENCY, OR INSTRUMENTALITY THEREOF.

SECTION 3. In Colorado Revised Statutes, 18-12-105.5, **amend** (1)(a), (1)(b)(II), (3) introductory portion, (3)(d.5), and (3)(h); **repeal** (3)(d); and **add** (1)(a.5), (3)(i), (3)(j), and (4) as follows:

18-12-105.5. Unlawfully carrying a weapon - unlawful possession of weapons - school, college, or university grounds - definition. (1) (a) A person shall not knowingly and unlawfully and without legal authority carry, bring, or have in the person's possession a deadly weapon as defined in section 18-1-901 (3)(e) THAT IS NOT A FIREARM in or on the real estate and all improvements erected thereon of any public or private elementary, middle, junior high, high, or vocational school or any public or private college, university, or seminary; except for the purpose of presenting an authorized public demonstration or exhibition pursuant to instruction in conjunction with an organized school or class, for the purpose

of carrying out the necessary duties and functions of an employee of an educational institution that require the use of a deadly weapon THAT IS NOT A FIREARM, or for the purpose of participation in an authorized extracurricular activity or on an athletic team.

(a.5) A PERSON SHALL NOT KNOWINGLY CARRY A FIREARM, EITHER OPENLY OR CONCEALED, IN OR ON THE REAL ESTATE AND ALL IMPROVEMENTS ERECTED THEREON OF ANY LICENSED CHILD CARE CENTER; PUBLIC OR PRIVATE ELEMENTARY, MIDDLE, JUNIOR HIGH, HIGH, OR VOCATIONAL SCHOOL; OR ANY PUBLIC OR PRIVATE COLLEGE, UNIVERSITY, OR SEMINARY; EXCEPT FOR THE PURPOSE OF PRESENTING AN AUTHORIZED PUBLIC DEMONSTRATION OR EXHIBITION PURSUANT TO INSTRUCTION IN CONJUNCTION WITH AN ORGANIZED SCHOOL OR CLASS, FOR THE PURPOSE OF CARRYING OUT THE NECESSARY DUTIES AND FUNCTIONS OF AN EMPLOYEE OF AN EDUCATIONAL INSTITUTION THAT REQUIRE THE USE OF A FIREARM, OR FOR THE PURPOSE OF PARTICIPATION IN AN AUTHORIZED EXTRACURRICULAR ACTIVITY OR ON AN ATHLETIC TEAM.

(b) (II) A person who violates ~~subsection (1)(a)~~ SUBSECTION (1)(a.5) of this section commits a ~~class 5 felony if the weapon involved is a firearm, as defined in section 18-1-901~~ CLASS 1 MISDEMEANOR.

(3) It ~~shall not be~~ IS NOT an offense under this section if:

(d) ~~The person, at the time of carrying a concealed weapon, held a valid written permit to carry a concealed weapon issued pursuant to section 18-12-105.1, as said section existed prior to its repeal; except that it shall be an offense under this section if the person was carrying a concealed handgun in violation of the provisions of section 18-12-214 (3); or~~

(d.5) The weapon involved was a handgun, ~~and~~ the person held a valid permit to carry a concealed handgun or a temporary emergency permit issued pursuant to part 2 of this ~~article, except that it shall be an offense under this section if the person was carrying a concealed handgun in violation of the provisions of~~ ARTICLE 12, AND THE PERSON IS CARRYING THE CONCEALED HANDGUN:

(I) ON THE REAL PROPERTY, OR INTO ANY IMPROVEMENTS ERECTED THEREON, OF A PUBLIC ELEMENTARY, MIDDLE, JUNIOR HIGH, OR HIGH SCHOOL IN ACCORDANCE WITH THE AUTHORITY GRANTED PURSUANT TO

section 18-12-214 (3); or

(II) IN A PARKING AREA OF A LICENSED CHILD CARE CENTER OR A PUBLIC OR PRIVATE COLLEGE, UNIVERSITY, OR SEMINARY; OR

(h) The person has possession of the weapon for use in an educational program approved by a school, which program includes, but ~~shall not be~~ IS NOT limited to, any course designed for the repair or maintenance of weapons; OR

(i) THE WEAPON INVOLVED IS A FIREARM; THE PERSON CARRYING THE FIREARM IS EMPLOYED OR RETAINED AS SECURITY PERSONNEL BY A LICENSED CHILD CARE CENTER OR A PUBLIC OR PRIVATE COLLEGE, UNIVERSITY, OR SEMINARY; AND THE PERSON IS CARRYING THE FIREARM WHILE ENGAGED IN THE PERSON'S OFFICIAL DUTIES AS SECURITY PERSONNEL; OR

(j) A LICENSED CHILD CARE CENTER IS ON THE SAME REAL ESTATE AS ANOTHER BUILDING OR IMPROVEMENT THAT IS NOT A SCHOOL AND THAT IS OPEN TO THE PUBLIC AND THE PERSON IS CARRYING A FIREARM ON AN AREA OF REAL ESTATE OR ANY IMPROVEMENT THEREON THAT IS NOT DESIGNATED AS A LICENSED CHILD CARE CENTER.

(4) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES, "LICENSED CHILD CARE CENTER" MEANS A CHILD CARE CENTER, AS DEFINED IN SECTION 26.5-5-303 (3), THAT IS LICENSED BY THE DEPARTMENT OF EARLY CHILDHOOD OR IS EXEMPT FROM LICENSING PURSUANT TO SECTION 26.5-5-304 (1)(b), AND THAT OPERATES WITH STATED EDUCATIONAL PURPOSES. "LICENSED CHILD CARE CENTER" DOES NOT INCLUDE A FAMILY CHILD CARE HOME, AS DEFINED IN SECTION 26.5-5-303 (7).

SECTION 4. In Colorado Revised Statutes, 1-13-724, **amend** (1)(a)(III), (1)(b)(I), (3)(a), (3)(b), and (3)(c) as follows:

1-13-724. Unlawfully carrying a firearm at a polling location or drop box - exception - legislative declaration. (1) (a) The general assembly finds and declares that:

(III) ~~Openly carried~~ Firearms in or near a polling location or drop

box may intimidate, threaten, or coerce voters, affecting Coloradans' exercise of their voting rights; and

(b) The general assembly further declares that:

(I) Regulating ~~openly carried~~ firearms at polling locations and drop boxes is substantially related to the general assembly's interest in ensuring all Colorado voters have the right to vote in an environment that is safe FROM GUN VIOLENCE and free from intimidation;

(3) (a) It is unlawful for any person to ~~openly~~ carry a firearm, as defined in section 18-1-901 (3)(h), within any polling location, or within one hundred feet of a drop box or any building in which a polling location is located, as publicly posted by the designated election official, on the day of any election or during the time when voting is permitted for any election. The designated election official responsible for any central count facility, polling location, or drop box involved in that election cycle shall visibly place a sign notifying persons of the one-hundred-foot no ~~open~~ carry zone for firearms required pursuant to this section.

(b) It is unlawful for any person to ~~openly~~ carry a firearm, as defined in section 18-1-901 (3)(h), within a central count facility, or within one hundred feet of any building in which a central count facility is located, during any ongoing election administration activity related to an active election conducted by the designated election official, as publicly posted by the designated election official.

(c) This ~~subsection (1)~~ SUBSECTION (3) does not apply to:

(I) A person who ~~openly~~ carries a firearm that the person owns on the person's private property that is within the one-hundred-foot buffer zone or while traveling directly between the person's private property and a place outside the one-hundred-foot buffer zone; ~~or~~

(II) A uniformed security guard employed by a contract security agency, as defined in section 24-33.5-415.4, acting within the scope of the authority granted by and in the performance of a contractual agreement for the provision of security services with a person or entity that owns or controls the facility, building, or location subject to this section; OR

(III) SECURITY PERSONNEL DESCRIBED IN SECTION 24-33.5-216.7 (5) WHILE ENGAGED IN THE SECURITY PERSONNEL'S OFFICIAL DUTIES.

SECTION 5. In Colorado Revised Statutes, 18-12-105, **amend** (1) introductory portion, (1)(c), and (2) introductory portion; and **add** (2)(b.5) as follows:

18-12-105. Unlawfully carrying a concealed weapon - unlawful possession of weapons. (1) A person commits a class 1 misdemeanor if ~~such~~ THE person knowingly and unlawfully:

(c) Without legal authority, carries, brings, or has in ~~such~~ THE person's possession ~~a firearm or~~ any explosive, incendiary, or other dangerous device on the property of or within any building in which the chambers, galleries, or offices of the general assembly, or either house thereof, are located, or in which a legislative hearing or meeting is being or is to be conducted, or in which the official office of any member, officer, or employee of the general assembly is located.

(2) It ~~shall not be~~ IS NOT an offense PURSUANT TO THIS SECTION if the defendant was:

(b.5) CARRYING A CONCEALED FIREARM AT A SPECIFIC LOCATION IN VIOLATION OF SECTION 1-13-724, 18-12-105.3, OR 18-12-105.5; OR

SECTION 6. In Colorado Revised Statutes, 18-12-214, **amend** (3.5) as follows:

18-12-214. Authority granted by permit - carrying restrictions - local authority. (3.5) A permit issued pursuant to this part 2 does not authorize a person to carry a concealed handgun:

(a) Onto the real property, or into any improvements erected thereon, of a LICENSED CHILD CARE CENTER, AS DEFINED IN SECTION 18-12-105.5, OR A public OR PRIVATE college, ~~or~~ university, ~~if the carrying of concealed handguns is prohibited by the governing board of the college or university~~ OR SEMINARY IN VIOLATION OF SECTION 18-12-105.5;

(b) IN A GOVERNMENT BUILDING IN VIOLATION OF SECTION 18-12-105.3; OR

(c) AT A POLLING LOCATION, DROP BOX, OR CENTRAL COUNT FACILITY, IN VIOLATION OF SECTION 1-13-724.

SECTION 7. Effective date - applicability. This act takes effect July 1, 2024, and applies to offenses committed on or after said date.

SECTION 8. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety or for appropriations for

the support and maintenance of the departments of the state and state institutions.

Steve Fenberg
PRESIDENT OF
THE SENATE

Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED Friday May 31st 2024 at 12:15 PM
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO THE ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION DATED JANUARY 1, 2023 TO INCREASE THE COMPENSATION BY $100,000 TO HELP OFFSET THE COSTS OF AN INCREASED NEED FOR SERVICES; BUDGETING AND APPROPRIATING $100,000 TO THE NON-DEPARTMENTAL ACCOUNT; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT

SUMMARY:

Attached is an Ordinance approving an amendment to the Animal Services Contract with the Humane Society of the Pikes Peak Region ("HSPPR") dated January 1, 2023.

PREVIOUS COUNCIL ACTION:

On April 8, 2019, by Ordinance No. 9444, on June 24, 2019, by Ordinance No. 9492, and on February 13, 2023, by Ordinance No. 10381, the City Council approved animal services contracts with HSPPR.

BACKGROUND:

This Ordinance amends the Animal Services Contract approved by City Council Ordinance 10381 to increase funding for the HSPPR by $100,000 for calendar year 2024 only. The additional funds are meant to assist Animal Services with the increased demand it is experiencing for spay and neuter procedures.

FINANCIAL IMPLICATIONS:

The City's Fee Schedule shall be increased by $100,000 for year 2024:

Year	City	County	Total
2023	$1,742,602	$1,161,735	$2,904,337
2024	~~$1,794,880~~	$1,196,587	~~$2,991,467~~
	$1,894,880		**$3,091,467**
2025	$1,848,726	$1,232,485	$3,081,211
Total	$5,486,208	$3,590,807	$8,977,015

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, HSPPR may experience a financial hardship, due to increased requests for service, which may negatively affect the management of the animal shelter and enforcement of animal control ordinances.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. FINAL First Amended and Restated HSPPR Service Contract 2023-2025

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO THE ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION DATED JANUARY 1, 2023 TO INCREASE THE COMPENSATION BY $100,000 TO HELP OFFSET THE COSTS OF AN INCREASED NEED FOR SERVICES; BUDGETING AND APPROPRIATING $100,000 TO THE NON-DEPARTMENTAL ACCOUNT; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT

WHEREAS, a Contract for Animal Services ("Contract") was entered into by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Pueblo County, a political subdivision of the State of Colorado ("County") and the Humane Society of the Pikes Peak Region, a Colorado non-profit corporation ("HSPPR") by way of City Ordinance 10381 on February 13, 2023; and

WHEREAS, the HSPPR has experienced an unexpected and substantial increase in the demand and need for spay and neuter procedures; and

WHEREAS, the City desires to amend the Contract to provide an additional $100,000 to HSPPR during the year of 2024; NOW, THEREFORE,

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

SECTION 1.

The First Amendment to the Contract for Animal Services ("Amended Contract"), between the City of Pueblo, a Colorado Municipal Corporation ("City") and Pueblo County, a political subdivision of the State of Colorado ("County") and the Humane Society of the Pikes Peak Region, a Colorado non-profit corporation ("HSPPR"), 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 this First Amendment in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached First Amendment Contract which are necessary or desirable to implement the transactions described therein.

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

FIRST AMENDMENT TO
HUMANE SOCIETY OF THE PIKES PEAK REGION
ANIMAL SERVICES CONTRACT

Contractor: Humane Society of the Pikes Peak Region
610 Abbot Lane
Colorado Springs, CO 80905
(719) 473-1741
Attn: Duane Adams, President/CEO
dadams@hsppr.org

Representative/Contact Information:

City of Pueblo: Carla Sikes, City Attorney
1 City Hall Place
Pueblo, CO 81003
(719) 562-3896
csikes@pueblo.us

County of Pueblo: Cynthia Mitchell, County Attorney
215 W. 10th Street, Room 312
Pueblo, CO 81003
(719) 583-6630
mitchellc@co.pueblo.co.us

Commencement Date: September 23, 2024

Expiration Date: December 31, 2025

This First Amendment to Animal Services Contract ("**First Amendment**") is made and entered into effective September 23, 2024, by and between the City of Pueblo, a Colorado municipal corporation (the "**City**"), the Board of County Commissioners of Pueblo County, Colorado (the "**County**"), and the Humane Society of the Pikes Peak Region, a Colorado nonprofit corporation ("**Contractor**"). Contractor also conducts its operations by and through its operational division known as Animal Law Enforcement Services ("**ALE**").

Background and Purpose

A. The City desires to provide an additional $100,000 to Contractor for the 2024 Contract year to assist with costs associated with an increased need for spay and neuter procedures and other animal services described in the original Contract entered into by the City by way of Ordinance 10381 on February 13, 2023.

B. The City, County, Contractor, and ALE do not intend to modify any other provision of the Contract not specifically set forth herein.

NOW, THEREFORE, in consideration of the benefits and obligations under this Contract, Entity and Contractor agree as follows:

AGREEMENT

1. Compensation. City shall pay an additional $100,000.00 to Contractor for the 2024 Contract year to assist with costs associated with an increased need for spay and neuter procedures and other Services performed by the Humane Society of the Pikes Peak Region Animal Services Contract, effective date January 1, 2023, *nunc pro tunc* (the "**Contract**"). This additional compensation shall be a one-time payment and does not alter the contract budget for subsequent years.

2. Remaining Terms. All other terms and conditions of the Contract are restated and incorporated by reference in its entirety.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS FIRST AMENDED AND RESTATED CONTRACT ON BEHALF OF CITY AND CONTRACTOR:

CITY OF PUEBLO,
A COLORADO MUNICIPAL CORPORATION

By:_____
Heather Graham, Mayor

Date:_____, 2024

_____
City Clerk
[SEAL]

Approved as to form:

_____
Pueblo City Attorney

BOARD OF COUNTY COMMISSIONERS OF
PUEBLO COUNTY, COLORADO

By:_____
BOCC Chair

Attest: _____
Clerk to the BOCC

Approved as to form:

_____
Pueblo County Attorney

HUMANE SOCIETY OF THE PIKES PEAK
REGION, A COLORADO NONPROFIT CORPORATION

By:_____
Duane Adams, CEO/President

Date:_____,2024

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE PUEBLO CHORAL SOCIETY IN THE AMOUNT OF $2,500 TO SPONSOR THE 4TH ANNUAL OLD FASHIONED CHRISTMAS ON DECEMBER 13, 2024, AT MEMORIAL HALL

SUMMARY:

Attached for consideration is a request for support of The Pueblo Choral Society in the amount of $2,500 to sponsor the 4th Annual Old Fashioned Christmas on December 13, 2024, at Memorial Hall.

PREVIOUS COUNCIL ACTION:

Council supported this event for $6,000 in 2023 and $5,000 in 2022.

BACKGROUND:

City Council Member Regina Maestri is requesting $2,500 to support the 4th Annual Old Fashioned Christmas on December 13, 2024, at Memorial Hall. Through the City's help, this has become an annual event which is free and open to the public in celebration of this wonderful time of the year. In 2022, over 700 people attended the concert. Last year, more than 925 attendees helped ring in the season together. As in the past, the Choral Society will be inviting other musical groups to join. This will include a Mariachi group, a brass ensemble, and a children’s choir. Attached is last year’s flyer for this concert.

The event relies totally on the generous donations and support of sponsors to cover the expense of hosting this event at this venue. So, in order to produce this special concert, the Choral Society is asking City Council to support the event with $6,000. The mission of the Pueblo Choral Society is to enhance the quality of cultural life in Pueblo by performing, promoting and supporting choral music and by fostering choral and music education in our community. The Choral Society is a non-profit organization whose

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members are not only volunteers, but also pay to belong to the group.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $2,500 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to The Pueblo Choral Society.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Regina Maestri.

ATTACHMENTS:

1. Choral Society Letter to City Council for Support of Christmas Concert
2. 2024 Contingencies (Council) Pueblo Choral Society Old Fashioned Christmas Concert
3. Colorado Secretary of State - Organization Record Confirmation - Pueblo Choral Society

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15751

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO THE PUEBLO CHORAL SOCIETY IN THE AMOUNT OF $2,500 TO SPONSOR THE 4TH ANNUAL OLD FASHIONED CHRISTMAS ON DECEMBER 13, 2024, AT MEMORIAL HALL

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,500 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to The Pueblo Choral Society to sponsor the 4th Annual Old Fashioned Christmas on December 13, 2024, at Memorial Hall.

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: September 9, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

Pueblo Choral Society, Inc.

P.O. Box 3780, Pueblo, CO 81005 / 719-281-6823 / www.pueblochoralsociety.org

August 9, 2024

City Council
Attn: Alyssa Parga, Tracey Sample
1 City Hall Place
Pueblo, CO 81003

Dear Alyssa and Tracey,

The mission of the Pueblo Choral Society is to enhance the quality of cultural life in Pueblo by performing, promoting and supporting choral music and by fostering choral and music education in our community. We are a non-profit organization whose members are not only volunteers, but also pay to belong the group.

In December of 2021 City Council graciously sponsored our inaugural *Old Fashioned Christmas* concert at Memorial Hall. Through your help this has become an annual event which is **free** and open to the public in celebration of this wonderful time of the year. In 2022 over 700 attended our concert. Last year, more than 925 attendees helped us ring in the season.

We would like to have our 4th Annual *Old Fashioned Christmas* on December 13, 2024 at Memorial Hall. As in the past, we will be inviting other musical groups to join us. This will include a Mariachi group, a brass ensemble, and a children's choir. (I am attaching last year's flyer for this Concert.)

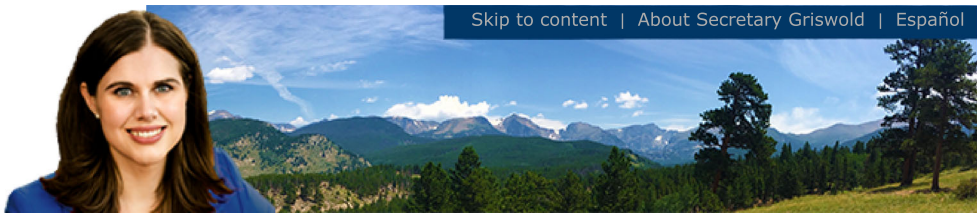
We rely totally on the generous donations and support of our sponsors to cover the expense of hosting this event at this venue. So, in order to produce this special concert, we are asking City Council to again support us with $6000. This will help us to cover the expenses of presenting this Holiday event. We greatly appreciate your past support, and again seek your thoughtful consideration of our request to make this concert possible.

Sincerely,

Judith A. Hastall

Judith A. Hastall

DATE	BALANCE IN 2024 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
Bal. Fwd.	Desiree Tamlich - Mural Levee Project Remaining Balance		$ 1,500.00		$ 98,500.00
1/8/24	Mt. Carmel Veterans Services Salute to Heroes Event		$ 1,000.00		$ 97,500.00
1/22/24	PFP Sun Soil Water Ag Summit		$ 2,000.00		$ 95,500.00
1/22/24	Latino Chamber 45th Anniversary Dinner Table		$ 1,100.00		$ 94,400.00
1/22/24	Boys & Girls Club Champions of Youth Dinner VIP Table		$ 1,800.00		$ 92,600.00
2/5/24	Desiree Tamlich - Mural Levee Project Remaining Balance		$ 1,500.00		$ 91,100.00
2/12/24	Pueblo Friends of the Arkansas Trout on the Routt		$ 250.00		$ 90,850.00
2/26/24	Pueblo Child Advocacy Center Blue Sneaker Ball		$ 1,200.00		$ 89,650.00
3/11/24	Pueblo Children's Chorale		$ 3,000.00		$ 86,650.00
3/11/24	Latino Veterans Profiles in Courage		$ 1,500.00		$ 85,150.00
3/11/24	Mariposa Center for Safety - Mother's Day		$ 1,000.00		$ 84,150.00
3/11/24	Hip Hop Festival - Mad Fresh Productions		$ 2,000.00		$ 82,150.00
3/11/24	Super Team PCSO - St. Baldricks Head Shaving Event		$ 1,000.00		$ 81,150.00
3/11/24	Pueblo Has Talent Event		$ 3,800.00		$ 77,350.00
3/25/24	Southern Colorado Press Club Sheep Dip		$ 1,000.00		$ 76,350.00
3/25/24	Juneteenth Organization		$ 1,000.00		$ 75,350.00
3/25/24	El Movimiento Sigue fiscal sponsor for Cinco de Mayo		$ 2,000.00		$ 73,350.00
3/25/24	Boys & Girls Club the PLACE Community Block Party		$ 1,000.00		$ 72,350.00
3/25/24	The ARC of Pueblo Golden Tortilla		$ 400.00		$ 71,950.00
4/8/24	Southern Colorado Equality Alliance Spring Fling		$ 280.00		$ 71,670.00
4/22/24	C Cubed Training - Girls in IT Day		$ 700.00		$ 70,970.00
4/22/24	Downtown Association Levee Walk		$ 1,000.00		$ 69,970.00
5/13/24	AMR Safety Jam		$ 2,000.00		$ 67,970.00
5/13/24	Boy Scout Troop 19		$ 1,000.00		$ 66,970.00
5/28/24	Sangre de Cristo Arts Center Gala		$ 1,500.00		$ 65,470.00
5/28/24	Pueblo Zoo - Zoofari		$ 1,500.00		$ 63,970.00
5/28/24	CSU Pueblo President's Gala		$ 200.00		$ 63,770.00
6/10/24	District 60 Summer Musical		$ 1,000.00		$ 62,770.00
6/24/24	Pueblo Spay and Neuter Now		$ 1,125.00		$ 61,645.00
6/24/24	Colorado State Fair Fiesta Committee Noche de Fiesta		$ 500.00		$ 61,145.00
6/24/24	RMSER: Youth Kickback Events		$ 1,000.00		$ 60,145.00
6/24/24	PDI Dancing with the Pueblo Starz		$ 1,250.00		$ 58,895.00
7/8/24	American Cancer Society Relay for Life		$ 1,500.00		$ 57,395.00
7/8/24	Assistance League - Operation School Bell		$ 2,000.00		$ 55,395.00
7/8/24	A Caring Pregnancy Center Annual Fundraiser		$ 1,500.00		$ 53,895.00
7/8/24	~~Mad Fresh Productions - Multicultural Festival~~		$ -		$ 53,895.00
7/22/24	Genealogical Society of Hispanic America		$ 2,000.00		$ 51,895.00
7/22/24	Elks Brotherhood #90		$ 2,000.00		$ 49,895.00
8/12/24	Pueblo Chile Balloon Fest		$ 2,500.00		$ 47,395.00
8/12/24	Servicios de la Raza Children's Day		$ 2,000.00		$ 45,395.00
8/26/24	Southern Colorado Fashion and Fall Showcase		$ 1,000.00		$ 44,395.00
8/26/24	Mariposa Center for Safety - Tribute to Women		$ 1,000.00		$ 43,395.00
8/26/24	Spark the Change Suicide Memory Walk		$ 1,500.00		$ 41,895.00
8/26/24	Latino Chamber Tostada Event		$ 1,000.00		$ 40,895.00
9/9/24	Pueblo Choral Society Old Fashioned Christmas Concert		$ 2,500.00		$ 38,395.00
					$ 38,395.00
					$ 38,395.00
					$ 38,395.00
					$ 38,395.00
					$ 38,395.00



- UCC Home
- Instructions
- FAQs
- Login
- Create User Account

Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	19871656426
Name:	THE PUEBLO CHORAL SOCIETY, INC.
Principal Street Address:	310 W 11th St, Pueblo, CO, 81003, US
Principal Mailing Address:	PO Box 3780, Pueblo, CO, 81005, US
Registered Agent:	Jeanette J Meyer
Registered Agent Street Address:	2314 E Orman Ave, Pueblo, CO, 81004, US
Registered Agent Mailing Address:	
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	1986-02-05

Previous Page Confirm

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

City Clerk's Office Item # Q2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 9, 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 LATINO CHAMBER DEVELOPMENT FOUNDATION IN THE AMOUNT OF $1,000 TO SPONSOR THE 17TH ANNUAL LATINO LIFETIME ACHIEVEMENT AWARD CEREMONY ON THURSDAY, SEPTEMBER 19, 2024, AT 11:30 AM IN THE OCCHIATO BALLROOM ON THE CSU PUEBLO CAMPUS

SUMMARY:

Attached for consideration is a request for support of Latino Chamber Development Foundation in the amount of $1,000 to sponsor the 17th Annual Latino Lifetime Achievement Award Ceremony on Thursday, September 19, 2024, at 11:30 am in the Occhiato Ballroom on the CSU Pueblo campus.

PREVIOUS COUNCIL ACTION:

Council supported this event for $1,000 in 2023, $750 in 2022, and $500 in 2019.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,000 to sponsor a table at the 17th Annual Latino Lifetime Achievement Award Ceremony on Thursday, September 19, 2024, at 11:30 am in the Occhiato Ballroom on the CSU Pueblo campus.

The 2024 Latino Lifetime Achievement Award recipients are Mr. Dennis Flores and Ms. Evelyn Flores. Dennis and Evelyn are both Pueblo natives, were married for nearly 50 years, and contributed and supported the Latino Chamber's mission for many years. Both Dennis and Evelyn served as a Board Chair for the Latino Chamber, Dennis respectfully in 1991 and Evelyn respectfully in 2014. The Flores duo inspired many young Latino leaders in their respective fields and made a huge impact in our community.

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

The Latino Lifetime Achievement Award intends to exemplify and honor individuals who have exhibited continuous and selfless contributions to the Hispanic community of Pueblo in any one or more of the following areas: business, education, government, humanitarian, non-profit, philanthropic, politics, and social. The recognition also depicts the progress predicated on vision, dedication, hard work, and courage. The 17th Annual Latino Lifetime Achievement Award Ceremony will include an afternoon of celebration, networking, giveaways, and a vision to move forward.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Latino Chamber Development.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. 2024 Latino Lifetime Achievement Ceremony Sponsor Sheet
2. 2024 Contingencies (Council) Latino Lifetime Achievement
3. Colorado Secretary of State - Organization Record Confirmation Latino Development

Docusign Envelope ID: 40D1CD54-A3CB-4D3F-9BCB-38970265E7BD

RESOLUTION NO. 15752

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT FOUNDATION IN THE AMOUNT OF $1,000 TO SPONSOR THE 17TH ANNUAL LATINO LIFETIME ACHIEVEMENT AWARD CEREMONY ON THURSDAY, SEPTEMBER 19, 2024, AT 11:30 AM IN THE OCCHIATO BALLROOM ON THE CSU PUEBLO CAMPUS

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 Latino Chamber Development Foundation to sponsor the 17th Annual Latino Lifetime Achievement Award Ceremony on Thursday, September 19, 2024, at 11:30 am at CSU Pueblo.

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: September 9, 2024

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

Latino Chamber Foundation

Latino Chamber of Commerce of Pueblo, Inc.

The Latino Chamber Foundation and the Latino Chamber of Commerce are excited to host the 17th Annual Latino Lifetime Achievement Award Ceremony! The Ceremony Luncheon will be held in the Occhiato Ballroom on the CSU-Pueblo campus on Thursday, September 19th, 2024 at 11:30am. The Latino Lifetime Achievement Award intends to exemplify and honor individuals who have exhibited continuous and selfless contributions to the Hispanic community of Pueblo in any one or more of the following areas: business, education, government, humanitarian, non-profit, philanthropic, politics, and social. The recognition also depicts the progress predicated on vision, dedication, hard work, and courage.

The 2024 Latino Lifetime Achievement Award recipients are **Mr. Dennis Flores** and **Ms. Evelyn Flores**, who will be honored with the Award posthumously. Dennis and Evelyn are both Pueblo natives, were married for nearly 50 years, and contributed and supported the Latino Chamber's mission for many years. Both Dennis and Evelyn served as a Board Chair for the Latino Chamber, Dennis respectfully in 1991 and Evelyn respectfully in 2014. The Flores duo inspired many young Latino leaders in their respective fields and made a huge impact in our community. The 17th Annual Latino Lifetime Achievement Award Ceremony will include an afternoon of celebration, networking, giveaways, and a vision to move forward.

PRESTIGE | $3,000

- (1) Reserved corporate table – 10 seats
- Up to a minute commercial video played during the event (provided by sponsor)
- Full-page advertisement in the event program (provided by sponsor)
- Sponsor name/logo featured in the presentation & on table tents
- Media recognition on all digital and print advertising as a Prestige Sponsor
- Sponsor banner displayed in the ballroom during the event
- Sponsor's promotional items placed on tables
- Sponsor name/logo featured on Latino Chamber's website and newsletter

DISTINGUISHED | $2,000

- (1) Reserved corporate table – 10 seats
- Up to a minute commercial video played during the event (provided by sponsor)
- Half-page advertisement in the event program (provided by sponsor)
- Sponsor name/logo featured in the presentation & on table tents
- Media recognition on all digital and print advertising as a Distinguished Sponsor
- Sponsor's banner displayed in the ballroom during the event

HONORARY | $1,000

- (1) Reserved corporate table – 10 seats
- Half-page advertisement in the event program (provided by sponsor)
- Sponsor name/logo featured in the presentation & on table tents
- Media recognition on all digital and print advertising as a Honorary Sponsor

TRIBUTE TABLE | $500

- (1) Reserved corporate table – 10 seats
- Table name featured in the presentation & on table tents

INDIVIDUAL TICKETS | $50

Full Page Program Ads | $250

Half Page Program Ads | $150

Event Details

Date: Thursday, September 19, 2024

Time: 11:30AM - 1:30PM

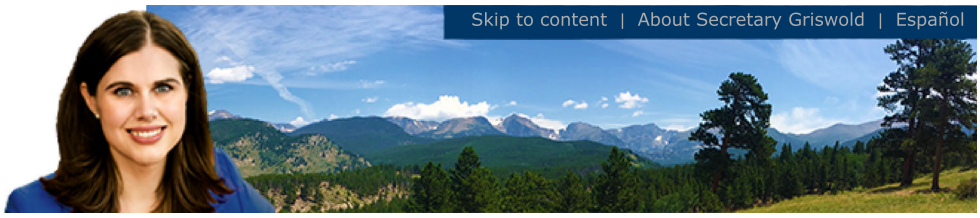
Attire: Business Casual

Location: CSU-Pueblo Occhiato Ballroom

Purchase Tickets Here

Tickets can be purchased online or by calling the Latino Chamber office at 719-542-5513

DATE	BALANCE IN 2024 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
Bal. Fwd.	Desiree Tamlich - Mural Levee Project Remaining Balance		$ 1,500.00		$ 98,500.00
1/8/24	Mt. Carmel Veterans Services Salute to Heroes Event		$ 1,000.00		$ 97,500.00
1/22/24	PFP Sun Soil Water Ag Summit		$ 2,000.00		$ 95,500.00
1/22/24	Latino Chamber 45th Anniversary Dinner Table		$ 1,100.00		$ 94,400.00
1/22/24	Boys & Girls Club Champions of Youth Dinner VIP Table		$ 1,800.00		$ 92,600.00
2/5/24	Desiree Tamlich - Mural Levee Project Remaining Balance		$ 1,500.00		$ 91,100.00
2/12/24	Pueblo Friends of the Arkansas Trout on the Routt		$ 250.00		$ 90,850.00
2/26/24	Pueblo Child Advocacy Center Blue Sneaker Ball		$ 1,200.00		$ 89,650.00
3/11/24	Pueblo Children's Chorale		$ 3,000.00		$ 86,650.00
3/11/24	Latino Veterans Profiles in Courage		$ 1,500.00		$ 85,150.00
3/11/24	Mariposa Center for Safety - Mother's Day		$ 1,000.00		$ 84,150.00
3/11/24	Hip Hop Festival - Mad Fresh Productions		$ 2,000.00		$ 82,150.00
3/11/24	Super Team PCSO - St. Baldricks Head Shaving Event		$ 1,000.00		$ 81,150.00
3/11/24	Pueblo Has Talent Event		$ 3,800.00		$ 77,350.00
3/25/24	Southern Colorado Press Club Sheep Dip		$ 1,000.00		$ 76,350.00
3/25/24	Juneteenth Organization		$ 1,000.00		$ 75,350.00
3/25/24	El Movimiento Sigue fiscal sponsor for Cinco de Mayo		$ 2,000.00		$ 73,350.00
3/25/24	Boys & Girls Club the PLACE Community Block Party		$ 1,000.00		$ 72,350.00
3/25/24	The ARC of Pueblo Golden Tortilla		$ 400.00		$ 71,950.00
4/8/24	Southern Colorado Equality Alliance Spring Fling		$ 280.00		$ 71,670.00
4/22/24	C Cubed Training - Girls in IT Day		$ 700.00		$ 70,970.00
4/22/24	Downtown Association Levee Walk		$ 1,000.00		$ 69,970.00
5/13/24	AMR Safety Jam		$ 2,000.00		$ 67,970.00
5/13/24	Boy Scout Troop 19		$ 1,000.00		$ 66,970.00
5/28/24	Sangre de Cristo Arts Center Gala		$ 1,500.00		$ 65,470.00
5/28/24	Pueblo Zoo - Zoofari		$ 1,500.00		$ 63,970.00
5/28/24	CSU Pueblo President's Gala		$ 200.00		$ 63,770.00
6/10/24	District 60 Summer Musical		$ 1,000.00		$ 62,770.00
6/24/24	Pueblo Spay and Neuter Now		$ 1,125.00		$ 61,645.00
6/24/24	Colorado State Fair Fiesta Committee Noche de Fiesta		$ 500.00		$ 61,145.00
6/24/24	RMSER: Youth Kickback Events		$ 1,000.00		$ 60,145.00
6/24/24	PDI Dancing with the Pueblo Starz		$ 1,250.00		$ 58,895.00
7/8/24	American Cancer Society Relay for Life		$ 1,500.00		$ 57,395.00
7/8/24	Assistance League - Operation School Bell		$ 2,000.00		$ 55,395.00
7/8/24	A Caring Pregnancy Center Annual Fundraiser		$ 1,500.00		$ 53,895.00
7/8/24	~~Mad Fresh Productions - Multicultural Festival~~		$ -		$ 53,895.00
7/22/24	Genealogical Society of Hispanic America		$ 2,000.00		$ 51,895.00
7/22/24	Elks Brotherhood #90		$ 2,000.00		$ 49,895.00
8/12/24	Pueblo Chile Balloon Fest		$ 2,500.00		$ 47,395.00
8/12/24	Servicios de la Raza Children's Day		$ 2,000.00		$ 45,395.00
8/26/24	Southern Colorado Fashion and Fall Showcase		$ 1,000.00		$ 44,395.00
8/26/24	Mariposa Center for Safety - Tribute to Women		$ 1,000.00		$ 43,395.00
8/26/24	Spark the Change Suicide Memory Walk		$ 1,500.00		$ 41,895.00
8/26/24	Latino Chamber Tostada Event		$ 1,000.00		$ 40,895.00
9/9/24	Pueblo Choral Society Old Fashioned Christmas Concert		$ 2,500.00		$ 38,395.00
9/9/24	Latino Chamber Lifetime Achievement Awards		$ 1,000.00		$ 37,395.00
					$ 37,395.00
					$ 37,395.00
					$ 37,395.00
					$ 37,395.00



- UCC Home
- Instructions
- FAQs
- Login
- Create User Account

Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	19961087303
Name:	LATINO CHAMBER DEVELOPMENT CORPORATION, INC.
Principal Street Address:	215 S Victoria Ave, Pueblo, CO, 81003, US
Principal Mailing Address:	
Registered Agent:	Latino Chamber Development Corporation
Registered Agent Street Address:	215 S Victoria Ave, Pueblo, CO, 81003, US
Registered Agent Mailing Address:	
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	1996-07-02

Previous Page Confirm

Docusign Envelope ID: 513DA968-BC1E-474B-A8DC-2E01D12D6FC3

City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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

Docusign Envelope ID: 513DA968-BC1E-474B-A8DC-2E01D12D6FC3

abandoned shopping carts. The Ordinance also provides that, through December 31, 2026, a retail establishment impacted by said fees may apply to the City License Officer for a waiver of those fees by demonstrating that the retailer has installed a shopping cart management system or that they have a qualifying shopping cart management plan.

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 uncodified.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

1. Shopping Cart Ordinance Amendments - final 2

Docusign Envelope ID: 513DA968-BC1E-474B-A8DC-2E01D12D6FC3

ORDINANCE NO. 10773

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):

ARTICLE V - Shopping Carts

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

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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.

(6) “Shopping Cart Management System” means equipment, hardware, software, items, supplies, or materials designed to prevent removal of a shopping cart from the premises of a retail establishment and unlawful abandonment on public or private property. By way of example, Shopping Cart Management Systems may include, but are not limited to, electronic and mechanical locking systems, shopping cart retrieval systems, containment systems, radio frequency identification (RFID) tags, global positioning system (GPS) tracking devices, security cameras and surveillance systems, or software and technology solutions.

(7) “Shopping Cart Management System Plan” means a written plan adopted by the retail establishment identifying with reasonable specificity the Shopping Cart Management System to be implemented, steps which shall be taken to implement and dates by which such steps will be accomplished. Any such plan must have scheduled steps which will implement a qualifying Shopping Cart Management System on or before December 31, 2026.

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,

Docusign Envelope ID: 513DA968-BC1E-474B-A8DC-2E01D12D6FC3

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.

(a) Any fees assessed for the impoundment and storage of a shopping cart occurring prior to December 31, 2026, may be waived by the City License Officer or other designee of the Mayor subject to and conditioned upon written application of the retail establishment demonstrating either the implementation of a Shopping Cart Management System or a Shopping Cart Management System Plan.

(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.

Docusign Envelope ID: 513DA968-BC1E-474B-A8DC-2E01D12D6FC3

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 June 10, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB482...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2024 | 12:58 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
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

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

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(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.

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(a) Any fees assessed for the impoundment and storage of a shopping cart occurring prior to December 31, 2026, may be waived by the City License Officer or other designee of the Mayor subject to and conditioned upon written application of the retail establishment demonstrating either the implementation of a Shopping Cart Management System or a Shopping Cart Management System Plan.

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(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 July 22, 2024.

Final adoption of Ordinance by City Council on August 12, 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

Docusign Envelope ID: 7276141E-649E-47BD-8820-1732547E2A94

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-051-2024 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $239,529 FOR COSTS RELATED TO THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (PHASE I DESIGN) PROJECT AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING $239,529 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve and accept an Airport Improvement Program (AIP) grant agreement from the United States of America acting through the Federal Aviation Administration (FAA) to provide funding for costs related to the Construct Hangar and Rehabilitate Taxilane (Phase I Design) project, budgeting and appropriating funds to AP1804 – South T-Hangar #1.

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 hailstorm 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 and used to seed a project to construct new hangars. The damaged hangars were disassembled and donated to Otero County for use at Fowler Airport. The 2022 Airport Master Plan

Docusign Envelope ID: 7276141E-649E-47BD-8820-1732547E2A94

identified the need to construct new general aviation hangars and rehabilitate taxilane infrastructure at the Pueblo Memorial Airport. The FAA has awarded a grant from the Bi-partisan Infrastructure Legislation (BIL) funds to reimburse 95% of project costs.

FINANCIAL IMPLICATIONS:

The total design project cost is $245,636.44. The FAA AIP Grant is (95%) of the total project costs not to exceed $239,529.00. Funds will be budgeted and appropriated to Project No. AP1804-South T-Hangar #1. Local and State matching funds were budgeted and appropriated in a previous ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the federal government and the project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. AIP51 - Grant Certification
2. PUB-NMG-3-08-0046-051-2024-Draft Grant Agreement

Docusign Envelope ID: 7276141E-649E-47BD-8820-1732547E2A94

ORDINANCE NO. 10774

AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-051-2024 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $239,529 FOR COSTS RELATED TO THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (PHASE I DESIGN) PROJECT AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING $239,529 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo has received a Grant Agreement from the Federal Aviation Administration (FAA) for costs related to the Construct Hangar and Rehabilitate Taxilane (Phase I Design) project; NOW, THEREFORE,

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

SECTION 1.

The Federal Aviation Administration Grant Agreement No. 3-08-0046-051-2024 ("Grant Agreement"), a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Colorado Municipal Corporation, and the United States of America through the Federal Aviation Administration ("FAA"), making available $236,529.00 in federal funds for costs related to the Construct Hangar and Rehabilitate Taxilane (Phase I Design) project, after having been approved as to form by the City Attorney, is here by accepted and approved.

SECTION 2.

The Mayor is hereby authorized to execute the Grant Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

Funds in the amount of $236,529.00 shall be accepted pursuant to the Grant Agreement and budgeted and appropriated to Project No. AP1804-South T-Hangar #1.

SECTION 4.

Pursuant to the Grant Agreement, the FAA may make unilateral amendments to the grant terms and its obligation thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should the FAA increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No. AP1804-South T-Hangar #1 without the need for further action.

Docusign Envelope ID: 7276141E-649E-47BD-8820-1732547E2A94

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2024 | 12:56 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA482...
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

GRANT CERTIFICATION

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Grant No. 3-08-0046-051-2024

Construct Hangar and Rehabilitate Taxilane (Phase I Design)

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) Greg Pedroza Date: Aug 13, 2024

Signature:

Title: Director of Aviation

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado

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

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

The Honorable Heather Graham
Mayor, City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

Dear Mayor Graham:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-08-0046-051-2024 at Pueblo Memorial Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 13, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

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on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

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

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

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

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

Sincerely,

{{Sig_es_:signer1: signature}}

John P. Bauer
Manager, Denver Airports District Manager

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U.S. Department of Transportation Federal Aviation Administration

FY 2024 AIRPORT INFRASTRUCTURE GRANT GRANT AGREEMENT Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**
Airport/Planning Area	Pueblo Memorial Airport
Airport Infrastructure Grant Number	3-08-0046-051-2024 [Contract No. Dot-FA24NM-1087]
Unique Entity Identifier	NJK3BNUDRHJ7

TO: City of Pueblo, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 16, 2024, and amended on July 9, 2024, for a grant of Federal funds for a project at or associated with the Pueblo Memorial Airport, which is included as part of this Grant Agreement; and

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

Construct Hangar and Rehabilitate Taxilane (Phase I Design)

which is more fully described in the Project Application.

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

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $239,529.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $239,529 for airport development or noise program implementation; and,
   $0 for land acquisition.

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

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

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2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 13, 2024, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

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

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

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information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

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

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

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

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

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

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

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

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

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

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

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b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

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1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
   i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
   ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
   iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
   i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
   ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      a) Associated with performance under this Grant; or
      b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

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1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    i. Associated with performance under this Grant; or
    ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
    i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
    i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    ii. Includes:
        a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

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b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 06, 2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;

iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

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2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

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SPECIAL CONDITIONS

28. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).

29. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

31. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

32. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

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(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{N_es_:signer1:title }}

(Title of FAA Official)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

CITY OF PUEBLO, COLORADO

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

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[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3:fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Colorado__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}** %}

By: **{{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

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[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

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y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

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j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

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Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

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9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

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States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

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d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

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h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

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revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

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which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

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structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Pueblo, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

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sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for BIL projects as of January 16, 2024.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

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37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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City Clerk's Office Item # R3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 LEASE NO. GS-08P-LCO00780 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES OF AMERICA TO LEASE SPACE AT THE PUEBLO MEMORIAL AIRPORT FOR USE BY THE TRANSPORTATION SECURITY ADMINISTRATION (TSA), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an Agreement with the United States of America ("Government") for the use of office space inside 31201 Bryan Circle, also known as the Terminal Building, ("Terminal") at the Pueblo Memorial Airport to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

City Council has approved agreements with the United States of America to lease space at the Airport for TSA since 2002. The current lease was approved under Resolution No. 13093 and expired July 31, 2024.

BACKGROUND:

After September 11, 2001, the Federal government assumed responsibility for the screening of airline passengers at commercial service airports by federal employees through the Transportation Security Administration (TSA). This resolution is to approve the negotiated On-Airport Lease with the United States of America for office and related space in the terminal building for use by the TSA. The lease commencement date is August 1, 2024.

FINANCIAL IMPLICATIONS:

The 10-year Lease is for a total of 429 square feet of office, break room, and server closet at a rate of $22.42 per square foot per annum. The total annual cost is $9,619.20 paid in twelve monthly installments.

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BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the TSA would not lease space inside the Terminal resulting in the inability to efficiently operate.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

1. 31201 Bryan TSA 2024 08 01 GSA AGREEMENT unsigned

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ORDINANCE NO. 10775

AN ORDINANCE APPROVING LEASE NO. GS-08P-LCO00780 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES OF AMERICA TO LEASE SPACE AT THE PUEBLO MEMORIAL AIRPORT FOR USE BY THE TRANSPORTATION SECURITY ADMINISTRATION (TSA), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, Lessor owns and operates the Pueblo Memorial Airport ("Airport"); and

WHEREAS, Lessee is desirous of leasing space at 31201 Bryan Circle at the Airport upon the terms and conditions hereinafter set forth; NOW, THEREFORE,

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

SECTION 1.

The Lease Agreement, by and between the City of Pueblo, a Colorado Municipal Corporation, and the United States of America, for office and related space located at the Pueblo Memorial Airport for use by the Transportation Security Administration (TSA), a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved, subject to the conditions as set forth in said On-Airport Lease.

SECTION 2.

The Mayor is hereby authorized to execute and deliver the Agreement in the name of the City and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 138778C5-27B8-4B2A-A5A0-67C22FD71E1F

Action by the Mayor:

☒ Approved on 9/10/2024 | 12:56 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
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

A. This Lease is made and entered into between

City of Pueblo

(Lessor), whose principal place of business is 1 City Hall Place, Pueblo, CO 81003-4201, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth**:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, CO 81001-4803

and more fully described in Section 1 and Exhibit **A,** together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **August 1, 2024**, and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof**,** the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

_____

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

_____

Name: _____

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

WITNESSED FOR THE LESSOR BY:

_____

Name: _____

Title: _____

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2022)

The Premises are described as follows:

A. Office and Related Space. **429** rentable square feet (RSF), yielding **429** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **first** floor of the Building, as depicted on the floor plan attached hereto as Exhibit **A**.

B. Common Area Factor. The Common Area Factor (CAF) is established as **0** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking. **0** parking spaces reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces and **0** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices. (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2023)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

[redacted]	8/1/2024 – 7/31/2034	
	Annual Rent	**Annual Rate / RSF (as rounded to the nearest penny)**
Shell Rental Rate	$9,619.20	$22.42
Operating Costs	$0.00	$0.00
Full Service Rate	**$9,619.20**	**$22.42**

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **429** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA 3517, General Clauses.

E. INTENTIONALLY DELETED

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.

H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises;"

2. INTENTIONALLY DELETED

3. Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **90** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 RENEWAL RIGHTS (OCT 2016)

This Lease may be renewed at the option of the Government for a term of **XX YEARS** at the following rental rate(s):

	OPTION TERM, YEARS XX - XX	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	**$XX**	**$XX**
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **120** days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

Termination rights outlined "Termination Rights" paragraph apply to all renewal terms.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2023)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan	1	A
GSA 3517B, General Clauses	23	B
Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	4	C

1.07 ~~OPERATING COST BASE (OCT 2016)~~ INTENTIONALLY DELETED

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier

UEI: **NJK3BNUDRHJ7**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2023)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. General Contract Terms.

1. "Contract" means lease.

2. "Contractor" means Lessor.

3. "Days" means calendar days, unless specified otherwise.

4. "Delivery Date" means the date specified in or determined pursuant to the provisions of the lease for delivery of the premises to the Government, improved in accordance with the provisions of the lease and substantially complete, as such date may be modified in accordance with the provisions of the lease.

5. "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:

   a. Acts of God or of the public enemy,

   b. Acts of the United States of America in either its sovereign or contractual capacity,

   c. Acts of another contractor in the performance of a contract with the Government,

   d. Fires,

   e. Floods,

   f. Epidemics,

   g. Quarantine restrictions,

   h. Strikes,

   i. Freight embargoes,

   j. Unusually severe weather, or

   k. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.

6. "Lease Award Date" means the date the LCO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties' obligations under the lease begin).

7. "Lease Term Commencement Date" means the date on which the lease term commences.

8. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.

9. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.

2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

3. “Appurtenant Areas” means those areas and facilities on the property that are not located within the premises, or for which rights are expressly granted under this lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the premises and express appurtenant rights (e.g. parking areas).

4. “Broker” means GSA’s broker, if GSA awarded this lease using a contract real estate broker.

5. “Building” means building(s) situated on the property in which the premises are located.

6. “Commission Credit” means the amount of commission that is credited to the lease, if GSA’s broker agreed to forgo a percentage of its commission, in connection with the award of this lease.

7. “Common Area Factor (CAF)” means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

8. “Firm Term” means the part of the lease term that is not subject to termination rights.

9. “Non-Firm Term” means the part of the lease term following the end of the firm term, which is subject to termination rights.

10. “Premises” means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.

11. “Property” means the land and buildings in which the premises are located, including all appurtenant areas (e.g., parking areas) to which the Government is granted rights.

12. “Rentable Space or Rentable Square Feet (RSF)” means the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. Rentable space may include a share of common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.

13. “Space” means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2023)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

A. Waste, or,

B. Damages or restoration arising from or related to:

1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as

2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 ~~OPERATING COSTS ADJUSTMENT (JUN 2012)~~ INTENTIONALLY DELETED

2.05 RELOCATION RIGHTS (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the

original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the Airport.

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, HTTPS://WWW.SAM.GOV/SAM/ prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.11 ENTITY NAME (OCT 2023)

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in its entity name that owns and/or leases Space to GSA

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements.

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

II. Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

(i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

(ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

(iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at HTTP://WWW.EPA.GOV/GREENINGEPA.

2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022)

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. Licensing costs and access to the system are the responsibility of the Government.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from **7:30 AM to 3:30 PM.**

4.02 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.03 RECYCLING (ON-AIRPORT) (OCT 2023)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.04 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.05 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at HTTPS://WWW.ARCHIVES.GOV/FILES/CUI/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

   a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at WWW.SAM.GOV, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.

   b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.

b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.

i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.

ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

4.06 INDOOR AIR QUALITY (OCT 2023)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint. The Lessor shall provide written results of any testing along with recommendations to GSA.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;

2. Providing access to Space for assessment and testing, if required; and

3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.

G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.

H. The Lessor is encouraged to comply with best practices outlined in Appendix D - Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

4.07 HAZARDOUS MATERIALS AND MOLD (ON-AIRPORT) (OCT 2023)

The leased Space shall be free of hazardous materials, substances, and wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below.

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015 Standard for Professional Mold Remediation), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines. The Lessor shall provide GSA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

4.08 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate, and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

4.09 JANITORIAL SERVICES (OCT 2021)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., door knobs, light switches, handles, handrails, and elevator buttons) in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space. Clean all high-touch surfaces.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, windowsills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at HTTPS://WWW.EPA.GOV/IPM/INTRODUCTION-INTEGRATED-PEST-MANAGEMENT

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 ~~PROVISIONAL ACCEPTANCE (FEB 2021)~~ INTENTIONALLY DELETED

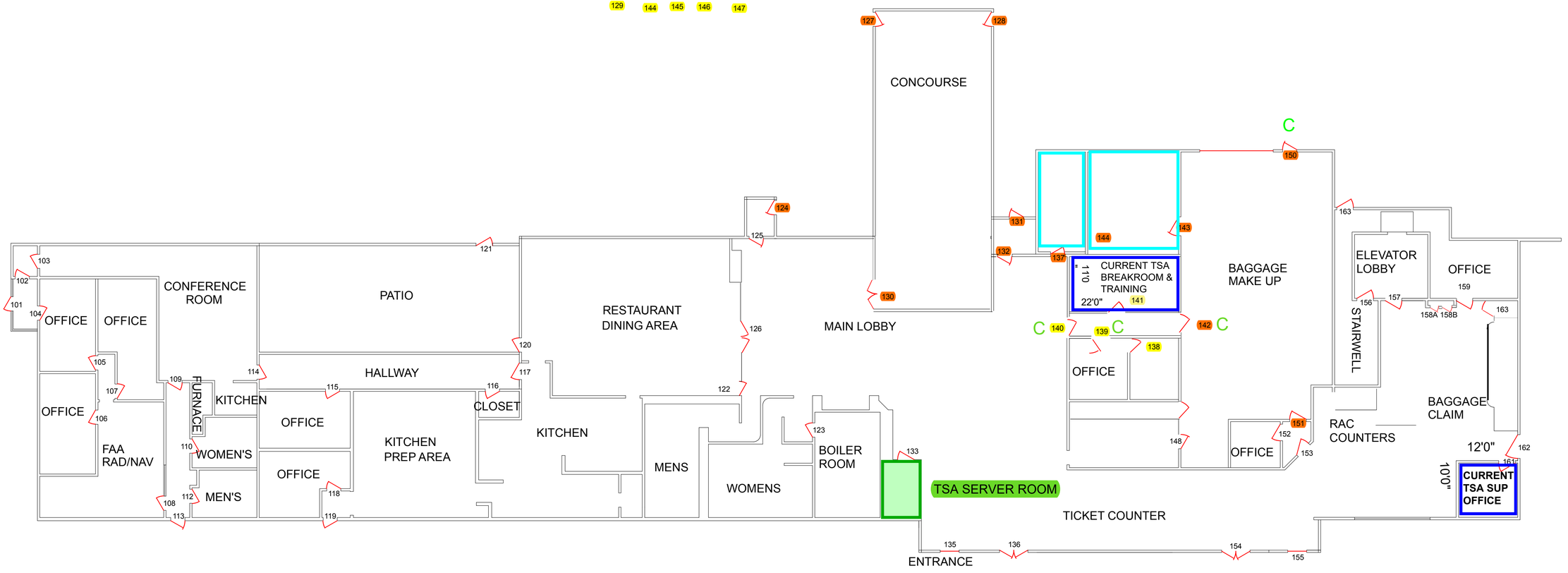
5.02 5.02 AIRPORT DE-FEDERALIZED

The Government reserves the right to terminate the lease with sixty (60) days written notice to the Lessor at any point during the term of the lease including the firm term, should the airport become de-federalized.

STERILE AREA DOOR

DOOR NUMBERS NO LONGER IN USE

129 144 145 146 147



PUEBLO MEMORIAL AIRPORT
TERMINAL FLOOR PLAN
FIRST LEVEL

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
	2	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	3	GSAR 552.270-11	SUCCESSORS BOUND
	4	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	5	GSAR 552.270-24	STATEMENT OF LEASE
	6	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	7	GSAR 552.270-26	NO WAIVER
	8	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	9	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	10	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
	11	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
	12	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	13	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
	14	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	15	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	16	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	17	GSAR 552.270-12	ALTERATIONS
	18	GSAR 552.270-29	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
PAYMENT	19	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	20	GSAR 552.270-31	PROMPT PAYMENT
	21	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	22	GSAR 552.270-20	PAYMENT (DEVIATION)
	23	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	24	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	25	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	26	FAR 52.203-7	ANTI-KICKBACK PROCEDURES

	27	FAR 52.223-6	DRUG-FREE WORKPLACE
	28	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	29	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	30	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
	31	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	32	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	33	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	34	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	35	FAR 52.233-1	DISPUTES
LABOR STANDARDS	36	FAR 52.222-26	EQUAL OPPORTUNITY
	37	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	38	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	39	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	40	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	41	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SMALL BUSINESS	42	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	43	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	44	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
	45	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	46	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	47	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	48	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	49	FAR 52.204-2	SECURITY REQUIREMENTS
	50	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

	51	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
	52	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
	53	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	54	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	55	FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
	56	FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - PROHIBITION
OTHER	57	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
	58	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless

(a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);

(b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

3. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of

estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. GSAR 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

9. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon

issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

(a) *Prior to acceptance of the space*. Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.

(b) *After acceptance of the space*. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:

(1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;

(2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenantable;

(3) Terminate the lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.

(c) *Damages*. The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

(1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government’s aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other reprocurement costs.

(2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

(d) *Excusable delays*.

(1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:

(i) the delay in substantially completing any work or performing any services arises from excusable delays, and

(ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.

(2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

(f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:

(1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;

(2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;

(3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and

(4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

12. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

13. GSAR 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

14. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

(a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

(b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.

(c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.

(d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

15. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

(a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.

(b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenantable, or not usable for their intended purpose:

(1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.

(2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.

(i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.

(ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

(3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.

(4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

16. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

17. GSAR 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

18. GSAR 552.270-29 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)

(a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.

(b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.

(c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

19. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

20. GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the ‘‘Renegotiation Board Interest Rate,’’ and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233–1, Disputes, or for more than one year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

21. FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or

reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

22. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

(a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:

(1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or

(2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.

(b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.

(c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

(d) Common Area Factor (CAF). The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% (11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF.

(e) Rentable Square Footage (RSF). The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: ABOA SF of Space x (1 + CAF) = RSF.

23. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

24. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over $6 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

25. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency,* as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee,* as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee,* as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence,* as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

26. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over $150,000 total contract value.)

This clause is incorporated by reference.

27. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

28. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(Applicable to leases over $6 Million total contract value.)

This clause is incorporated by reference.

29. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

30. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over $2,000,000.)

This clause is incorporated by reference.

31. GSAR 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

32. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

(a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.

(b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:

(1) An adjustment of the delivery date.

(2) An equitable adjustment in the rental rate.

(3) A lump sum equitable adjustment. or

(4) An adjustment of the operating cost base, if applicable.

(c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

33. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

34. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

35. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

36. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

37. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

38. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2023)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

39. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases $150,000 or more, total contract value.)

(a) *Definitions*. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over $15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

41. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases $150,000 or more, total contract value.)

This clause is incorporated by reference.

42. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

(Applicable to leases over $35,000 total contract value.)

This clause is incorporated by reference.

43. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over $2,000,000 total contract value.)

This clause is incorporated by reference.

44. FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

This clause is incorporated by reference.

45. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (SEP 2023)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

46. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023) ALTERNATE III (JUN 2020)

(Applicable to leases over $750,000 total contract value.)

This clause is incorporated by reference.

47. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over $750,000 total contract value.)

This clause is incorporated by reference.

48. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over $30,000 total contract value.)

This clause is incorporated by reference.

49. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(Applicable when the contract may require access to classified information.)

This clause is incorporated by reference.

50. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

This clause is incorporated by reference.

51. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)

This clause is incorporated by reference.

52. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions*. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

53. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)

This clause is incorporated by reference.

54. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

This clause is incorporated by reference.

55. FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

This clause is incorporated by reference.

56. FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by

paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

57. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

58. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far

https://www.acquisition.gov/browse/index/gsam.

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.
NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	_____ Signature	_____ Date

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City Clerk's Office Item # R4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 THE LA BELLA PIAZZA SUBDIVISION GENERALLY LOCATED SOUTH OF WEST PUEBLO BOULEVARD AND WEST OF GRANADA BOULEVARD

SUMMARY:

The applicant is requesting to subdivide 2.22-acres into three lots for commercial development.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting a commercial plan review (C-23-34).

BACKGROUND:

The property is a 96,748 square foot parcel, located west of the intersection of Prairie Avenue and South Pueblo Boulevard (SH45). The property was originally subdivided and rezoned from R-2, Single Family Residential to Planned Unit Development (PUD) in December of 2006. This subdivision established Lot 1 (645,216 square feet), non-buildable Parcel A (96,748 square feet), and non-buildable Parcel B (418,930 square feet). Lot 1 was later developed into Lowe's Home Improvement which currently occupies that location. According to the plat (note #7) "The City of Pueblo shall not issue any building permits for Parcel A or Parcel B until an application to re-subdivide said parcels has been reviewed by the Planning and Zoning Commission and approved by City Council." The owners of the subject property (Parcel A) are currently in the process of developing a Whataburger restaurant at this location. This process requires the parcel to be re-subdivided as prescribed by the plat. The applicant is requesting that Parcel A be subdivided into three lots; Lot 1 (47,065 square feet), Lot 2 (26,632 square feet), and Lot 3 (23,051 square feet). All proposed lots meet the minimum 20,000 square feet lot size and 50 feet lot frontage required by the PUD Development Guide. Lot 1 is the site for the proposed Whataburger. The restaurant use aligns with the Commercial Mixed Use future land use designation and is a use-by-right in the PUD Guide. Primary access to the property will be taken from eastbound traffic on West

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Pueblo Boulevard or Granada Boulevard and Lowes' parking lot. The Lowes parking lot includes a "blanket" ingress/egress easement allowing access to the pad sites through the parking lot. The City Transportation Department is requesting that a similar ingress/egress easement be provided on the proposed subdivision.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 13, 2024 Regular Meeting, voted 7-0 to recommend approval with conditions.

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.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the site.

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. S-23-10 Combined Attachments

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ORDINANCE NO. 10776

AN ORDINANCE APPROVING THE LA BELLA PIAZZA SUBDIVISION GENERALLY LOCATED SOUTH OF WEST PUEBLO BOULEVARD AND WEST OF GRANADA BOULEVARD

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

SECTION 1.

The final plat of the La Bella Piazza Subdivision, being a subdivision of land legally described as:

PARCEL A

A PORTION OF PARCEL A OF LA BELLA PIAZZA SUBDIVISION FILING NO. 1, ACCORDING TO FINAL PLAT RECORDED ON DECEMBER 13, 2006 AT RECEPTION NO. 1706244 IN THE OFFICIAL RECORDS OF PUEBLO COUNTY, COLORADO.

PARCEL B

THOSE EASEMENTS FOR INGRESS AND EGRESS DESCRIBED IN THE EASEMENTS, COVENANTS CONDITIONS, RESTRICTIONS TOGETHER WITH NOTICE AND DISCLOSURE TO RESIDENTIAL USES DESCRIBED RECORDED ON DECEMBER 18, 2006 UNDER RECEPTION NO. 1706721 IN THE OFFICIAL RECORDS OF PUEBLO COUNTY, COLORADO.

CONTAINING A CALCULATED AREA OF 96,776 SQUARE FEET OR 2.222 ACRES, MORE OR LESS.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers,

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employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

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 August 26, 2024.

Final adoption of Ordinance by City Council on September 09, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2024 | 12:57 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

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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

LA BELLA PIAZZA SUBDIVISION FILING NO. 2

A RE-SUBDIVISION OF PARCEL A, LA BELLA PIAZZA SUBDIVISION FILING NO. 1,
LYING WITHIN THE SE 1/4 OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: KURT D. BYRNES AND PATRICIA J. BYRNES, BEING THE OWNERS OF THE FOLLOWING DESCRIBED TRACTS OF LAND TO WIT:

PARCEL A OF LA BELLA PIAZZA SUBDIVISION FILING NO. 1, ACCORDING TO FINAL PLAT RECORDED ON DECEMBER 13, 2006 AT RECEPTION NO. 1706244 IN THE OFFICIAL RECORDS OF PUEBLO COUNTY, COLORADO.

CONTAINING A CALCULATED AREA OF 96,776 SQUARE FEET OR 2.222 ACRES, MORE OR LESS.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR PUBLIC UTILITIES AND PEDESTRIANS AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "LA BELLA SUBDIVISION FILING NO. 2".

ALL OF PUBLIC UTILITY AND CITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY FOR THE PERPETUAL USE OF THE PUBLIC. WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES INCLUDING BUT NOT LIMITED TO SANITARY AND STORMWATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FORM THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF:

THE AFOREMENTIONED, KURT D. BYRNES, HAS EXECUTED THIS INSTRUMENT

THIS _____ DAY OF _____ , 20__.

KURT D. BYRNES.

BY_____

AS_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

THE ABOVE AND AFOREMENTIONED WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ , 20__,

BY _____, AS _____ FOR KURT D. BYRNES

WITNESS MY HAND AND SEAL_____

ADDRESS _____

_____

MY COMMISSION EXPIRES _____

IN WITNESS WHEREOF:

THE AFOREMENTIONED, PATRICIA J. BYRNES, HAS EXECUTED THIS INSTRUMENT

THIS _____ DAY OF _____ , 20__.

PATRICIA J. BYRNES.

BY_____

AS_____

NOTARIAL:

STATE OF _____
COUNTY OF _____ } SS

THE ABOVE AND AFOREMENTIONED WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ ,

20__, BY _____, AS _____ FOR PATRICIA J. BYRNES

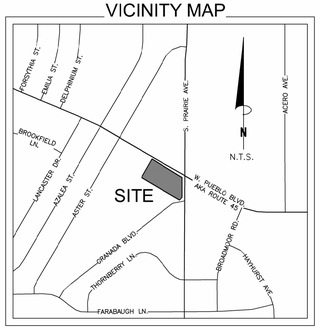
WITNESS MY HAND AND SEAL_____

ADDRESS _____

_____

MY COMMISSION EXPIRES _____

VICINITY MAP



NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY M&S CIVIL CONSULTANTS, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, M&S CIVIL CONSULTANTS, INC. RELIED UPON A TITLE INSURANCE POLICY, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. SCB35062236-6, COMMITMENT DATE 11/17/2023 AT 5:00 P.M..
2. BASIS OF BEARINGS IS THE NORTH LINE OF PARCEL A, LA BELLA PIAZZA SUBDIVISION FILING NO. 1, RECORDED AS RECEPTION NUMBER 1706244, ON DECEMBER 13, 2006, MONUMENTED AT THE NORTH END WITH A MAG NAIL WITH 1" ALUMINUM WASHER, "ILLEGIBLE", FLUSH WITH GRADE, AND AT THE SOUTH END WITH A 1-1/4" WASHER AND MAG NAIL, STAMPED "M&S CIVIL LS 25966,", AS SHOWN HEREON, MEASURED TO BEAR S60°31'17"E, A DISTANCE OF 387.38 FEET. BEARINGS ARE DERIVED FROM COLORADO STATE PLANE COORDINATES.
3. COORDINATES SHOWN ARE COLORADO SOUTH STATE PLANE NAD83 (NAD92), THE COMBINED SCALE FACTOR IS 1.0002612410. THE LINEAL UNITS USED IN THIS DRAWING ARE U.S. SURVEY FEET.
4. FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA FIRMETTE PUBLISHED APRIL 20, 2021, REFERENCING FLOOD INSURANCE RATE MAP, MAP NUMBER 08101C0707D EFFECTIVE DATE AUGUST 15, 2019, INDICATES THIS PARCEL OF LAND IS LOCATED IN ZONE X (AREA OF MINIMAL FLOOD HAZARD).
5. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON JANUARY 20, 2023.
6. ALL LOTS ARE SUBJECT TO THE NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND PARKING, AS DEDICATED ON THE LA BELLA PIAZZA SUBDIVISION FILING NO. 1.
7. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS (PRIVATE) SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.
8. VEHICULAR ACCES IS PROVIDED OVER THE ADJACENT LOWES PROPERTY. THERE SHALL BE NO VEHICULAR ACCESS TO PUEBLO BOULEVARD OR PRAIRIE AVENUE. THERE IS AN EXISTING NON-EXCLUSIVE PEDESTRIAN\VEHICULAR\INGRESS\EGRESS\PARKING EASEMENT ACROSS LA BELLA PIAZZA SUBDIVISION FILING NO. 1 AND ALL FUTURE DRIVEWAYS, PARKING LOTS, AND SIDEWALKS.
9. THE PLAT IS SUBJECT TO AND BENEFITS FROM EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS TOGETHER WITH NOTICE AND DISCLOSURE TO RESIDENTIAL USERS BY AND BETWEEN KURT D. BYRNES AND PATRICIA J. BYRNES OR ASSIGNS, AND LOWE'S HIW, INC., A WASHINGTON CORPORATION RECORDED UNDER RECEPTION NO. _____.

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THE PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, OTHER PARKS, AND PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE AND WHERE APPROPRIATE, ITS PARK'S DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING AND DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THE SUBDIVISION. CITY DOES NOT ACCEPT THE PRIVATE ROADS, EASEMENTS AND FACILITIES DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROAD, EASEMENTS AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____
CHAIRPERSON, PLANNING COMMISSION DATE

CERTIFICATION BY CITY CLERK:

APPROVAL OF RECORDING

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____. THIS IS TO CERTIFY THAT THE PLAT OF "LA BELLA PIAZZA SUBDIVISION FILING NO. 2" HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF PUEBLO, STATE OF COLORADO.

_____
CITY CLERK DATE

IMPROVEMENT CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(J)(1) AND SECTION 12-4-5(B), OF 1971 CODE OF ORDINANCES, CITY OF PUEBLO COUNTY OF PUEBLO, STATE OF COLORADO.

_____
DIRECTOR OF PUBLIC WORKS DATE

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR DOES HEREBY CERTIFY THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS DIRECT RESPONSIBILITY AND SUPERVISION AND TO THE NORMAL STANDARD OF PRACTICE BY SURVEYORS IN THE STATE OF COLORADO AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS PROFESSIONAL KNOWLEDGE, BELIEF AND OPINION.

THIS STATEMENT IS NEITHER A WARRANTY NOR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

VERNON P. TAYLOR,
COLORADO PROFESSIONAL LAND SURVEYOR NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC.

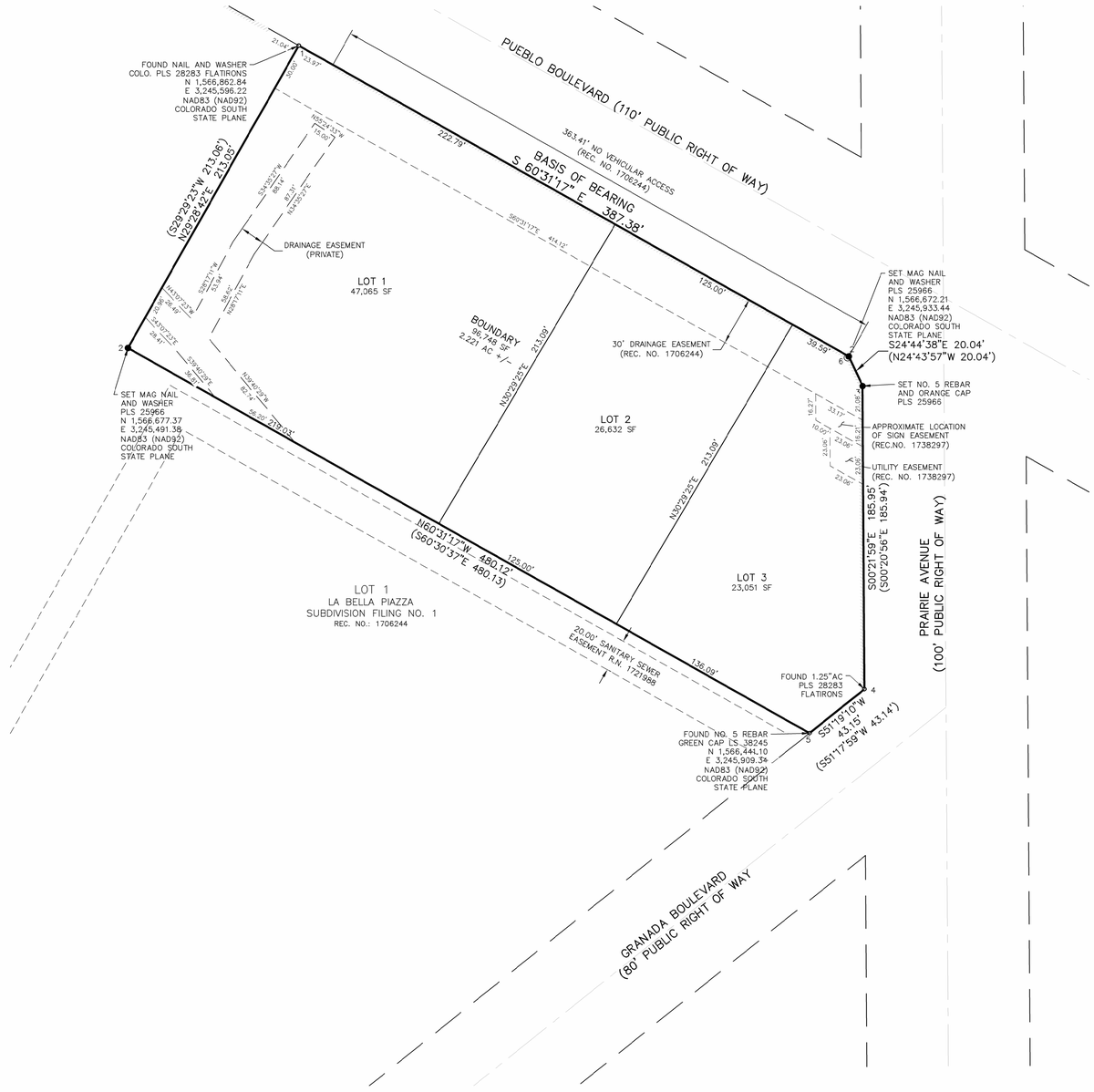
70024FP(231129)
LA BELLA PIAZZA SUBDIVISION
FILING NO. 2
JOB NO. 10-024
DATE PREPARED: 11/29/2023
DATE REVISED: 02/20/2024

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

File: O:\10024A Dunkin - Pueblo Blvd and Prairie\Dunkin Donuts Pueblo Blvd and Prairie\Survey\Plat\10024FP-rev.dwg Plotstamp: 2/20/2024 3:09 PM

LA BELLA PIAZZA SUBDIVISION FILING NO. 2

A RE-SUBDIVISION OF PARCEL A, LA BELLA PIAZZA SUBDIVISION FILING NO. 1,
LYING WITHIN THE SE 1/4 OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

FOUND MONUMENT (AS NOTED)

- ○ 1 MAG NAIL W/ 1" BRASS WASHER, ILLEGIBLE, FLUSH WITH SURFACE
- ● 2 SET 1-1/4" WASHER AND MAG NAIL, STAMPED "M&S CIVIL LS 25966," FLUSH W\SURFACE
- ● 3 SET 1-1/2" ALUMINUM CAP ON NO. 5 REBAR, STAMPED M&S CIVIL LS 25966 FLUSH
- ○ 4 FOUND 1-1/2" ALUMINUM CAP, STAMPED "28283," 0.2' BELOW SURFACE
- ○ 5 FOUND 1-1/4" GREEN PLASTIC CAP ON NO. 5 REBAR, STAMPED "38245," FLUSH
- ○ 6 FOUND ALUMINUM CAP, ILLEGIBLE 0.4 BELOW SURFACE NOT ACCEPTED, DISTURBED BY WALK CONSTRUCTION

NO VEHICULAR ACCESS ALONG PUEBLO BOULEVARD AND ALONG PRAIRIE AVENUE

1" = 40'

0 20 40 80

Scale in Feet

70024FP(231129)
LA BELLA PIAZZA SUBDIVISION
FILING NO. 2
JOB NO. 10-024
DATE PREPARED: 11/29/2023
DATE REVISED: 2/20/2024

CIVIL CONSULTANTS, INC.
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

File: O:\10024A Dunkin - Pueblo Blvd and Prairie\Dunkin Donuts Pueblo Blvd and Prairie\Survey\Plat\10024FP--rev.dwg Platstamp: 2/20/2024 1:39 PM

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, March 13, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 p.m. with Commissioner Castellucci presiding.

Commissioners Present*:* Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Roger Gomez, Alexander Aznar, Christopher Pasternak.

Commissioners Absent:

Staff Members Present*:* David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner, and Cindy Capritta, Land Use Tech.
Kelly Grisham, Project Coordinator, Public Works, Joe Martelllaro, Engineer, Public Works.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Avalos.

Motion Passed: 7-0

Public Hearing:

7. S-23-10 Subdivision: La Bella Piazza Subdivision Filing No. 2, subdivision of 2.21 acres into three commercial lots, generally located south of W. Pueblo Blvd. and west of Granada Blvd. Staff Report by Beritt Odom.

Hearing: Applicant Virgil Sanchez was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey motioned to recommend the application to City Council once Conditions 1-2 and 3 sub conditions are met, seconded by Spinuzzi.

Motion Passed: 7-0**.**

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-23-10 La Bella Piazza, Filing No. 2

DATE: August 7, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-23-10

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Bart I Mikitowicz, Senior Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	March 13, 2024
SUBJECT:	La Bella Piazza Subdivision
APPLICANT:	Brian Zurek, Doubletree Venture, LLC
PROPERTY OWNER:	Kurt and Patricia Barns
LOCATION:	2.22 acres generally located south of Pueblo Blvd west of the intersection of Prairie Avenue and Pueblo Boulevard (SH45).
EXISTING ZONE:	PUD Planned Unit Development
CONCURRENT REQUESTS:	C-23-34 – W Pueblo Blvd, Whataburger

REQUEST:
Brian Zurek, of Doubletree Ventures, LLC is requesting to subdivide, 2.22 acres, into three lots for commercial development.

STAFF REVIEW AND FINDINGS:
The property is a 96,748 sq. ft. parcel, located west of the intersection of Prairie Avenue and South Pueblo Blvd. (SH45). The property was originally subdivided and rezoned from Single Family Residential (R-2) to Planned Unit Development (PUD) in December of 2006. This subdivision established Lot 1 (645,216 sqft), non-buildable Parcel A (96,748 sqft), and non-buildable Parcel B (418,930 sqft). Lot 1 was later developed into Lowe's Home Improvement which currently occupies that location. According to the plat (note #7) "The City of Pueblo shall not issue any building permits for Parcel A or Parcel B until an application to re-subdivide said parcels has been reviewed by the Planning and Zoning Commission and approved by City Council."

The owners of the subject property (Parcel A) are currently in the process of developing a Whataburger restaurant at this location. This process requires the parcel to be re-subdivided as prescribed by the plat. The applicant is requesting that Parcel A be subdivided into three lots; Lot 1 (47,065 sqft), Lot 2 (26,632 sqft), and Lot 3 (23,051 sqft). All proposed lots meet the minimum 20,000 sqft lot size and 50 ft lot frontage required by the PUD Development Guide. Lot 1 is the site for the proposed Whataburger. The restaurant use aligns with the Commercial Mixed Use future land use designation and is a use-by-right in the PUD Development Guide. Primary access to the property will be taken from eastbound traffic on W. Pueblo Blvd. or Granada Blvd. and Lowes' parking lot. The Lowes parking lot includes a "blanket" ingress/egress easement allowing access to the pad sites through the parking lot. The City Transportation Department is requesting that a similar ingress/egress easement be provided on the proposed subdivision.

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	not applicable
Request for Deferred Filings	not applicable
Plat Deficiencies:	not applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Storm Water Department: see attached memo from Noah Stamm, Drainage Engineer, February 27, 2024 and annotated subdivision plat. 2. Department of Transportation: a. A traffic impact study is required and must be submitted for review and approval prior to the subdivision being recorded. b. Include a non-exclusive easement for pedestrian and vehicular ingress and egress and parking across all of the lots within this subdivision within all future driveways, parking lots and sidewalks to be maintained in good working order and condition by the owners of all lots. c. Add the name "State Hwy 45" to all instances of "Pueblo Blvd." This must be completed before the plat is recorded.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved and contains native vegetation.

- **Neighborhood Compatibility:**

North	B-4, Regional Business District, 7-Eleven Convenience Store.
East	B-3, Highway and Arterial Business District, Ent Credit Union
South	PUD, Planned Unit Development, Lowe's Home Improvement (Parking Lot)
West	PUD, Planned Unit Development, Lowe's Home Improvement (Retention Pound)

- **Comprehensive Plan Compliance:**
  The Pueblo Regional Comprehensive Plan, 2022, designates the subdivision site as Commercial Mixed Use.

  According to the Comprehensive Plan Commercial Mixed Use, allows for large-format retail, personal services, office, and entertainment uses. According to the 2022 Comprehensive Plan, this is an auto oriented corridor that should prioritize the safety and comfort of all road users and provide for a mixture of uses that include multi-family residential, employment, and commercial uses. This site is consistent with the Commercial Mixed Use designation.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  The PUD Development guide has a minimum lot size of 20,000 sqft and lot width of 50 ft.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works – no comment
- City Transportation - comments addressed in conditions
- Pueblo Regional Building Department - no comment
- City Fire Department - no comment
- Pueblo Board of Water Works - no comment
- City Wastewater - no comment
- City Stormwater - see attached memo from Noah Stamm, Drainage Engineer, February 27, 2024
- City Parks and Recreation Department - no comment
- City GIS - no comment
- Xcel Energy - no comment
- Black Hills Energy - no comment
- CDOT- see attached memo from Teresa Guagliardo, Access Manager, February 29, 2024

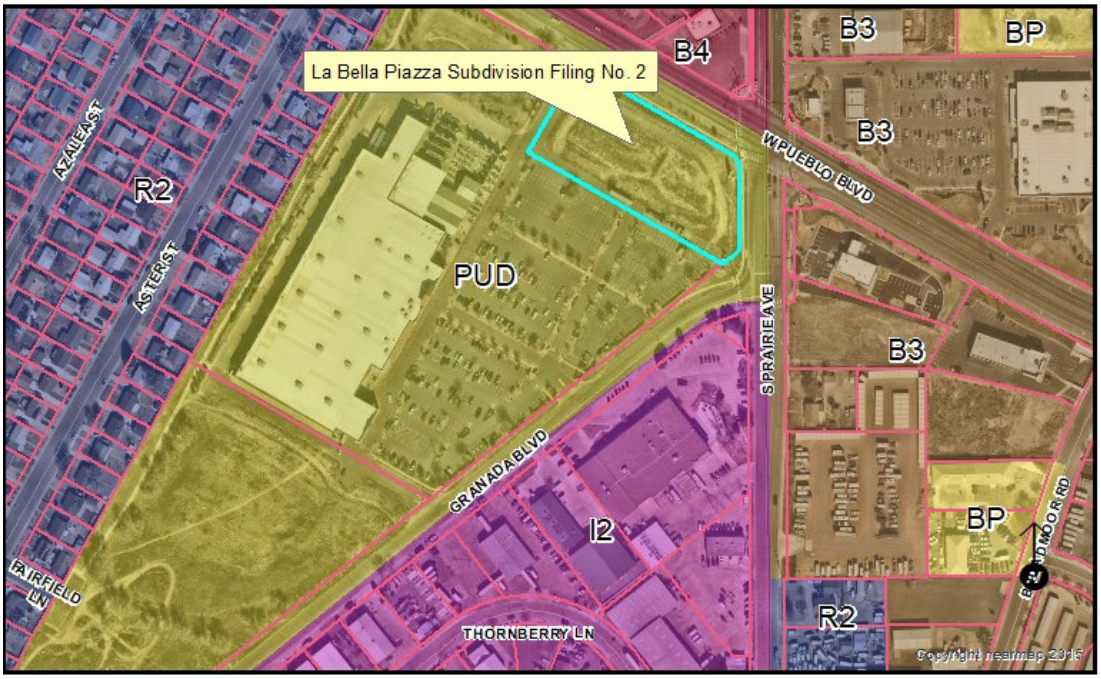
ATTACHMENTS:

A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo March 3, 2024
F. Plat
G. Subdivision Application
H. CDOT Memo, Teresa Guagliardo Access Manager, February 29, 2024
I. Memo from Noah Stamm, Drainage Engineer, February 27, 2024

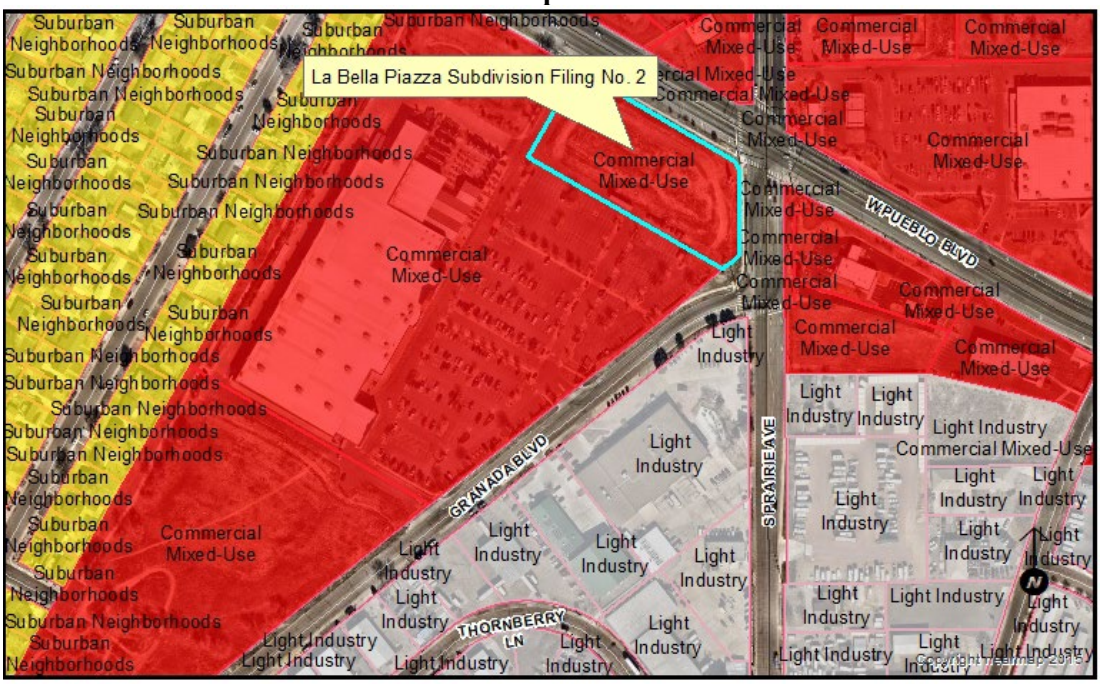
ATTACHMENTS:

A. Aerial Photograph

B. Zoning Map



C. Comprehensive Plan



D. Site Photographs

Parcel A facing northeast

Parcel A facing Southwest

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation

city of PUEBLO colorado
Subdivision Review Committee

Scott Hobson
Acting Director Planning & Community Development
Executive Secretary of Planning & Zoning Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: March 3rd 2024

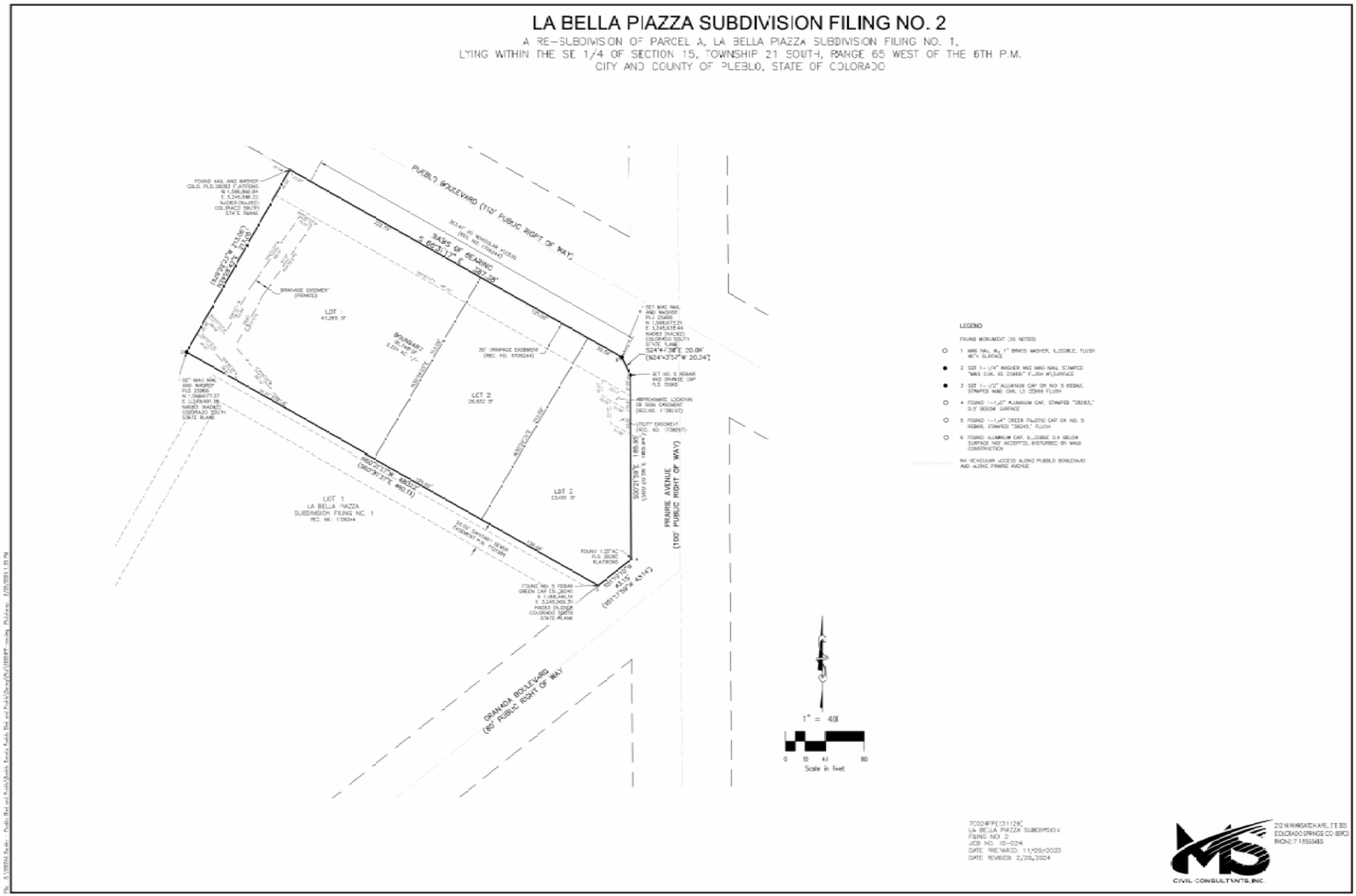
Subject: S-23-10 La Bella Piazza Filing No. 2

The Subdivision Review Committee recommends the Subdivision Plat be approved with the following conditions:

1. Storm Water Department: See attached memo from Noah Stamm, Drainage Engineer, February 27, 2024 and annotated subdivision plat.

2. Department of Transportation:
a. A traffic impact study is required and must be submitted for review and approval prior to the subdivision being recorded.
b. Include a non-exclusive easement for pedestrian and vehicular ingress and egress and parking across all of the lots within this subdivision within all future driveways, parking lots and sidewalks to be maintained in good working order and condition by the owners of all lots.
c. Add the name "State Hwy 45" to all instances of "Pueblo Blvd." This must be completed before the plat is recorded.

F. Plat


LA BELLA PIAZZA SUBDIVISION FILING NO. 2
A RE-SUBDIVISION OF PARCEL A, LA BELLA PIAZZA SUBDIVISION FILING NO. 1,
LYING WITHIN THE SE 1/4 OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO
PUEBLO BOULEVARD (110' PUBLIC RIGHT OF WAY)
BASIS OF BEARING
LOT 1
LOT 2
LOT 3
LOT 1
LA BELLA PIAZZA
SUBDIVISION FILING NO. 1
PRAIRIE AVENUE
(100' PUBLIC RIGHT OF WAY)
GRANADA BOULEVARD
(80' PUBLIC RIGHT OF WAY)
LEGEND
1" = 40'
Scale in Feet
CIVIL CONSULTANTS, INC.

G. Subdivision Application

City of Pueblo PLACE

11/30/2023

PZ-23-64

Planning & Zoning Commission Applications

Status: Active

Submitted On: 11/29/2023

Primary Location

2818 W PUEBLO BLVD

PUEBLO, CO 81005

Owner

BYRNES KURT D/BYRNES PATRICIA J

19825 BELATRIX DR

MONUMENT , CO 80132-9707

Applicant

Georgianne Willard

719-210-8125

georgiannew@mscivil.com

212 N. Wahsatch

Colorado Springs, CO 80901

Hearing Information (Office Use Only)

Number of cases

1

Address Validation by GIS?

☐

Planner Assigned

–

Case 1 - Number

S-23-10

P&Z

P&Z Hearing Date

02/14/2024

Case 1 - P&Z Hearing Results

–

City Council

City Council Hearing Date - First Reading

–

City Council Hearing Date - Final Reading

–

H. CDOT Memo, Teresa Guagliardo Access Manager, February 29, 2024

COLORADO
Department of Transportation
Region 2 Permits
5615 Wills Blvd, Suite A
Pueblo, CO 81008-2349

February 29, 2024

Hwy 045A/MP 1.39 (NR-A)
City of Pueblo

Bart Mikitowicz, Planner (bmikitowicz@pueblo.us)
City of Pueblo Planning & Community Development
211 East D Street
Pueblo, CO 81003

RE: 2818 W Pueblo Boulevard (La Bella Piazza Subdivision, Filing No 2) - 2nd Submittal
S-23-10

Dear Bart Mikitowicz,

I am in receipt of a referral request for comments regarding the re-subdivision of Parcel A, La Bella Piazza, Filing No. 1. The property has the tax schedule No. 1515432002, currently owned by Kurt & Patricia Byrnes. Parcel A is a ±2.22-acre site proposed to be subdivided into 3 lots. The new subdivision will be platted as La Bella Piazza Subdivision, Filing No. 2. Whataburger Restaurant is proposed to be built on Lot 1 of La Bella Piazza Subdivision, Filing No. 2. The proposed subdivision is located southwest of the intersection of West Pueblo Boulevard (SH045A) and South Prairie Avenue in Pueblo, Colorado.

On December 5, 2023, CDOT received the first submittal for the above-referenced project. Our response was emailed to you on December 12, 2023. After review of the submitted documents for the second submittal, the following comments still apply:

- Provide a Drainage Letter/Report.
  - Drainage to the state highway right-of-way shall not exceed the undeveloped historical rate of flow.
  - Provide plans and hydraulic analysis of drainage facilities.
  - Describe hydrology & hydraulics methods, including intensity equations, within the body of the report.
- A Traffic Analysis shall be submitted detailing the traffic volumes to include Peak Hour Traffic. This should include background, existing, proposed, and distribution of traffic for the following accesses:
  - West Pueblo Boulevard (SH045A) (from Lowe's existing access)
  - South Prairie Avenue (from Lowe's existing access)
  - South Prairie Avenue (at SH045A) (south leg)
- The State Highway Access Code requires an access permit if the proposed vehicle volumes increase by 20 percent or more, the development is adjacent to the state highway, and/or significant changes in the use of the property are made which will affect access operation, traffic volume and/or vehicle type.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Gabe Martinez at (719) 251-7830 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Martinez.

J. Memo from Noah Stamm, Drainage Engineer, February 27, 2024

Jeff Hawkins, PE, CFM
Stormwater Engineering Manager

city of PUEBLO colorado

211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

MEMO

TO: Bart Mikitowicz, Senior Planner

FROM: Noah Stamm, Drainage Engineer

DATE: February 27, 2024

SUBJECT: S-23-10 2nd submittal review

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = December 15 comments
Blue = February 27 comments
(~~Crossed out items~~ indicate they have been addressed.)

Part I

1. See 1st redlined Plat. See 2nd redlined Plat.

2. Provide a preliminary drainage report in accordance with *City of Pueblo Drainage Criteria Manual April 2023*. Pay attention to the report formatting requirement. If this project is disturbing more than **1 acre** water quality will be required and if **5000 sf** or more of imperious area is being added detention will be required for the added impervious area. A preliminary drainage report needs provided for the entire subdivision not just lot 1 of the subdivision. The drainage report can explain lots 2 and 3 have detention and water quality provided in regional pond but at the time of development will require their own drainage reports for onsite stormwater conveyance.

3. ~~Discuss maintenance responsibilities for the drainage facilities. Goes to existing regional facility.~~

4. ~~Provide a Stormwater Facility Maintenance Agreement per Pueblo Municipal Code 16.12.10.d. Fillable forms and guidance documents can be found here: https://www.pueblo.us/2883/Forms. This will be recorded with the Plat. Not required.~~

5. Provide a comment response to this memo.

Part II

1. Provide an Erosion and Sediment Control Plan (ESCP) in accordance with "Erosion and Sediment Control Plan Guidance" found in Appendix C in the City of *Pueblo Drainage Criteria Manual April 2023* if total land disturbance is between **1000 sf – 1 acre** or Provide a Stormwater Management Plan (SWMP) in accordance with "Stormwater Management Plan Guidance" found in Appendix D if total land disturbance is greater than **1 acre** or part of a larger common development.

2. ~~Provide an Operations and Maintenance Manual (O & M) as required by the SFMA. Use the City of Pueblo's standard O & M manual *Stormwater Facility O&M Manual, April 2023* in preparation. Additionally individual guideline sheets, maintenance forms, and inspection forms can be found here: https://www.pueblo.us/2883/Forms~~

3. C.R.S. Please add the details, provided on the City of Pueblo's website to the construction documents. https://www.pueblo.us/475/2023-Construction-Standards

4. Show tracer wire access box locations and show symbol in legend.

5. Add this note on plans: **All stormwater facilities and BMPs located in City ROWs or tying into City stormwater system need to be inspected by City Stormwater personnel. Please contact inspector before construction. 719-553-2291 or 719-553-2285.**

6. After final approval of plans, provide an electronic copy of the Final Drainage Report and Drainage Plan, stamped, and signed by Engineer.

7. Upon approval of the drainage report the engineer shall complete the online reporting requirements of new stormwater detention and infiltration facilities per CRS §37-92-602 (8). The facility is required to be reported and approved by the City prior to receiving a CO. The online portal can be found here: https://maperture.digitaldataservices.com/gvh/?viewer=cswdif

8. Slag may not be shown on the plans, but we include this note, so everyone is aware it is not allowed. Slag is not an acceptable material for parking or driving areas due to its toxic composition per The Colorado Department of Health and Environment Water Quality Division. It is not allowed anywhere on site.

LA BELLA PIAZZA SUBDIVISION FILING NO. 2

A RE-SUBDIVISION OF PARCEL A, LA BELLA PIAZZA SUBDIVISION FILING NO. 1,
LYING WITHIN THE SE 1/4 OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: KURT D. BYRNES AND PATRICIA J. BYRNES, BEING THE OWNERS OF THE FOLLOWING DESCRIBED TRACTS OF LAND TO WIT:

PARCEL A OF LA BELLA PIAZZA SUBDIVISION FILING NO. 1, ACCORDING TO FINAL PLAT RECORDED ON DECEMBER 13, 2006 AT RECEPTION NO. 1756244 IN THE OFFICIAL RECORDS OF PUEBLO COUNTY, COLORADO.

CONTAINING A CALCULATED AREA OF 96,776 SQUARE FEET OR 2.222 ACRES, MORE OR LESS.

HAS CAUSED THE AFORECOIN3 DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR PUBLIC UTILITIES AND PEDESTRIANS AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "LA BELLA SUBDIVISION FILING NO. 2".

ALL OF PUBLIC UTILITY AND CITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY FOR THE PERPETUAL USE OF THE PUBLIC, WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES INCLUDING BUT NOT LIMITED TO SANITARY AND STORMWATER SEWERS AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREIN, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY BE IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FORM THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF:

THE AFOREMENTIONED, KURT D. BYRNES HAS EXECUTED THIS INSTRUMENT

THIS _____ DAY OF _____, 20__

KURT D. BYRNES.

BY:_____

AS:_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

THE ABOVE AND AFOREMENTIONED WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__

BY _____ AS _____ FOR KURT D. BYRNES

WITNESS MY HAND AND SEAL_____

ADDRESS _____

MY COMMISSION EXPIRES _____

IN WITNESS WHEREOF:

THE AFOREMENTIONED, PATRICIA J. BYRNES, HAS EXECUTED THIS INSTRUMENT

THIS _____ DAY OF _____, 20__

PATRICIA J. BYRNES.

BY:_____

AS:_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

THE ABOVE AND AFOREMENTIONED WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__

BY _____, AS _____ FOR PATRICIA J. BYRNES

WITNESS MY HAND AND SEAL_____

ADDRESS _____

MY COMMISSION EXPIRES _____

VICINITY MAP

NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY M&S CIVIL CONSULTANTS, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, M&S CIVIL CONSULTANTS, INC. RELIED UPON A TITLE INSURANCE POLICY, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. SCE3502356-6, "COMMITMENT" DATE 11/17/2023 AT 5:00 P.M..
2. BASIS OF BEARINGS IS THE NORTH LINE OR PARCEL A, LA BELLA PIAZZA SUBDIVISION FILING NO. 1, RECORDED AS RECEPTION NUMBER 1706244, ON DECEMBER 13, 2006, MONUMENTED AT THE NORTH END WITH A MAG NAIL WITH 1" ALUMINUM WASHER, "ILLEGIBLE", FLUSH WITH GRADE, AND AT THE SOUTH END WITH A 1-1/4" WASHER AND MAG NAIL STAMPED "PLS# CIVIL IS 15998," AS SHOWN HEREON, MEASURED TO BEAR S90°51'11"E, A DISTANCE OF 387.38 FEET. BEARINGS ARE DERIVED FROM COLORADO STATE PLANE COORDINATES.
3. COORDINATES SHOWN ARE COLORADO SOUTH STATE PLANE NAD83 (NAD92), THE COMBINED SCALE FACTOR IS 1.0002612417, THE LINEAL UNITS USED IN THIS DRAWING ARE U.S. SURVEY FEET.
4. FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA TRUSTIT, PUBLISHED APRIL 20, 2021, REFERENCING FLOOD INSURANCE RATE MAP, MAP NUMBER 08101C0707D EFFECTIVE DATE AUGUST 15, 2019, INDICATES THIS PARCEL OF LAND IS LOCATED IN ZONE X (AREA OF MINIMAL FLOOD HAZARD).
5. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON JANUARY 20, 2023.
6. ALL LOTS ARE SUBJECT TO THE NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND PARKING, AS DEDICATED ON THE LA BELLA PIAZZA SUBDIVISION FILING NO. 1.
7. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS (PRIVATE) SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT, BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.
8. VEHICULAR ACCESS IS PROVIDED ONLY TO MONUMENT AVENUE PRIVATE. THERE SHALL BE NO VEHICULAR ACCESS TO PUEBLO BOULEVARD OR PRAIRIE AVENUE. THERE IS AN EXISTING NON-EXCLUSIVE PEDESTRIAN/VEHICULAR/WARRESS\EGRESS/PARKING EASEMENT ACROSS LA BELLA PIAZZA SUBDIVISION FILING NO. 1 AND ALL FUTURE DRIVEWAYS, PARKING LOTS, AND SIDEWALKS.
9. THE PLAT IS SUBJECT TO AND BENEFITS FROM EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS TOGETHER WITH NOTICE AND DISCLOSURE TO RESIDENTIAL USERS BY AND BETWEEN KURT D. BYRNES AND PATRICIA J. BYRNES OR ASSIGNS, AND LOWES HIW, INC., A WASHINGTON CORPORATION RECORDED UNDER RECEPTION NO. _____.

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THE PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY, UNTIL SUCH DEDICATED PUBLIC ROADS, OTHER PARKS, AND PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION. THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING ANY DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THE SUBDIVISION. CITY DOES NOT ACCEPT THE PRIVATE ROADS, EASEMENTS AND FACILITIES DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROAD, EASEMENTS AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON, PLANNING COMMISSION DATE

CERTIFICATION BY CITY CLERK:

APPROVAL OF RECORDING

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____ THIS IS TO CERTIFY THAT THE PLAT OF "LA BELLA PIAZZA SUBDIVISION FILING NO. 2" HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CITY CLERK DATE

IMPROVEMENT CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(J)(1) AND SECTION 12-4-5(B) OF 1971 CODE OF ORDINANCES, CITY OF PUEBLO COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

Since flood control and water quality have been determined to be provided offsite this dedication is no longer needed. Replace this with "STORMWATER DETENTION AND WATER QUALITY ARE PROVIDED IN LA BELLA PIAZZA FILING NO. 1, LOT 1 DRAINAGE EASEMENT FOR LOTS 1-3 IN FILING NO. 2"

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR DOES HEREBY CERTIFY THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS DIRECT RESPONSIBILITY AND SUPERVISION AND TO THE NORMAL STANDARD OF PRACTICE BY SURVEYORS IN THE STATE OF COLORADO AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS PROFESSIONAL KNOWLEDGE, BELIEF AND OPINION.

THIS STATEMENT IS NEITHER A WARRANTY NOR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

VERNON P. TAYLOR,
COLORADO PROFESSIONAL LAND SURVEYOR NO. 25965
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC.

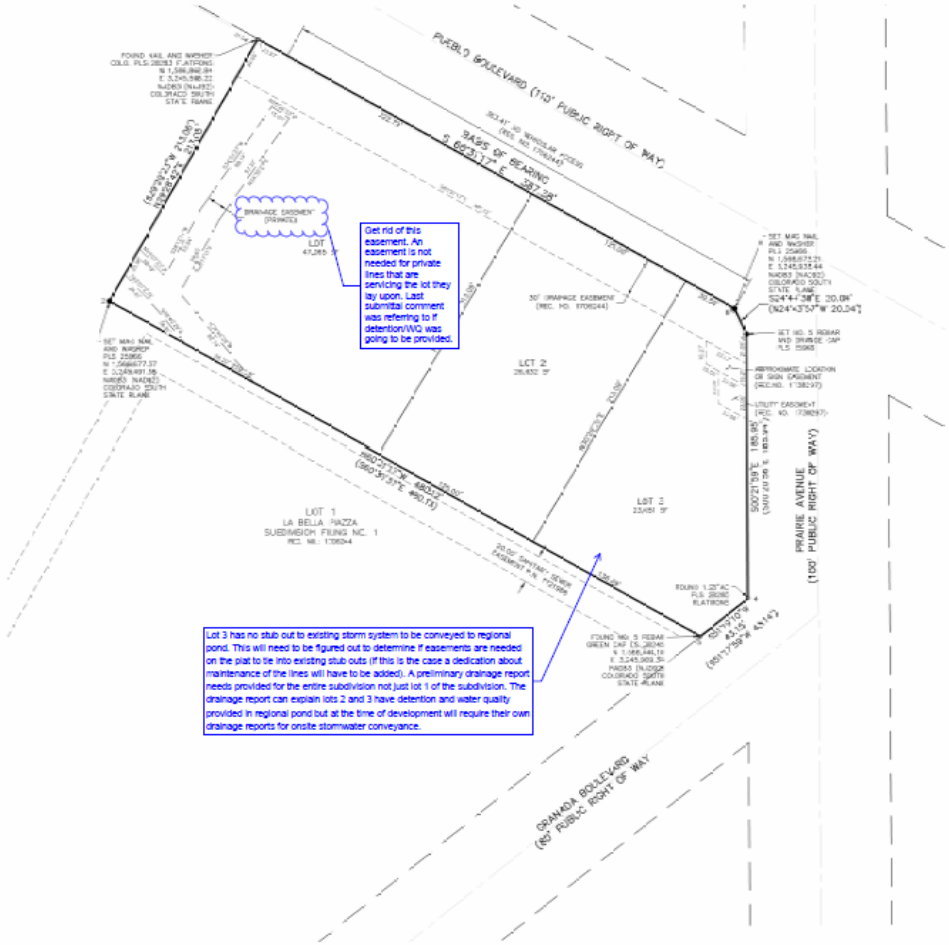
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 25965

M&S CIVIL CONSULTANTS, INC.
212 N WAHSATCH AVE, STE 305
COLORADO SPRINGS CO 80903
PHONE:7 719.635.35

3002-FP(23-129)
LA BELLA PIAZZA SUBDIVISION
FILING NO. 2
JOB NO. 10-024
DATE PREPARED: 11/29/2023
DATE REVISED: 06/20/2024

LA BELLA PIAZZA SUBDIVISION FILING NO. 2

A RE-SUBDIVISION OF PARCEL A, LA BELLA PIAZZA SUBDIVISION FILING NO. 1,
LYING WITHIN THE SE 1/4 OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO



CIVIL CONSULTANTS, INC.

February 23, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **Brian Zurek** for the approval of the following application, generally located South of Pueblo Blvd and West of Prairie Avenue.

S-23-10 La Bella Piazza Subdivision: Subdivision of 2.21 acres into commercial lots.

The Planning and Zoning Commission meeting will be held on **March 13, 2024, at 3:30 p.m.** in City Council Chambers, 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually.**
Join by computer, smartphone app, or dial by phone: +1 346 248 7799 or +1 253 215 8782
Meeting ID: 927 1786 7722 Passcode: 195462
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09
You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Bart Mikitowicz, Senior Planner
(719) 553-2259

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Scott Hobson, Acting Director
Planning & Community Development
By Bart Mikitowicz, Senior Planner
(719) 553-2259

CASE NUMBER: S-23-10

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as 2818 W. Pueblo Blvd. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

February 23, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitan

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
LOWES HIW INC + ATTN TAX DEPT NB3TA	1000 LOWES BLVD	MOORESVILLE	NC	28117-8520
ENT CREDIT UNION	11550 ENT PKWY	COLORADO SPRINC	CO	80921-4274
BARRY JAMES	13 AVIS AVE	PUEBLO	CO	81005-3101
BACHICHA ANDY A/BACHICHA NANCY L	1812 LIBERTY DR	PUEBLO	CO	81006-1609
BYRNES KURT D/BYRNES PATRICIA J	19825 BELATRIX DR	MONUMENT	CO	80132-9707
REALTY INCOME PROPERTIES 13 LLC + C/O WAL MART STORES INC # 5828 REAL ESTATE MANAGER CO 8313 ,	2001 SE 10TH ST	BENTONVILLE	AR	72712-6489
PARKER ELIZABETH R	24500 EVERETT RD	PUEBLO	CO	81006-2022
WESTON TRUST/TAYLOR TRUST/TYLER SOU + REALTYNET CF PROPERTIES LLC/RICKARD R D TR/PARKER T B TR , PIECE OF THE FARM LLC/MARSHALL FAMILY LC/JOHNSON TR	256 N OREM BLVD	OREM	UT	84057-6601
BLACKFORD INVESTMENTS LLC	2715 S PRAIRIE AVE	PUEBLO	CO	81005-4102
PUEBLO DIVERSIFIED INDUSTRIES	2828 GRANADA BLVD	PUEBLO	CO	81005-3104
RUSSELL KAREN Y	2900 S PRAIRIE AVE	PUEBLO	CO	81005-3165
W R B 4 LLC	4048 PEAK VIEW DR	PUEBLO	CO	81008-1716
COLORADO DEPARTMENT OF TRANSPORTATI	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
SPA COTTAGE LLC	640 ANGEL POINT WAY	DANDRIDGE	TN	37725-6781
A S R PROPERTIES LLC	8 AVIS AVE	PUEBLO	CO	81005-3102
SINGLE TENANT EQUITIEIS LLC + LA BELLA PIAZZA LLC ,	PO BOX 2187	MONUMENT	CO	80132-2187

Docusign Envelope ID: 6709CEE8-C46C-4884-9079-ABA65AB92E50

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Eva Cosyleon, MPO Manager

SUBJECT: AN ORDINANCE ESTABLISHING 2025 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT, TP2402, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $12,000 FOR SAID PROJECT

SUMMARY:

This Ordinance establishes the SFY2025 Pueblo Area Council of Government (PACOG) Rural Transportation Planning Project, Project No. TP2402, and budgets and appropriate funds in the amount of $12,000 from the Pueblo Area Council of Governments (PACOG) received from the Colorado Department of Transportation (CDOT) Rural Planning Grant (RPG) funds.

PREVIOUS COUNCIL ACTION:

The establishment of the Project and budgeting of funds has been approved by City Council on an annual basis once the purchase order is issued by the State of Colorado to PACOG.

BACKGROUND:

The PACOG receives an annual award of funds from CDOT for rural and statewide transportation planning and associated allowable expenses that provides $12,000 in RPG funds to PACOG for July 1, 2024 through June 30, 2025. The City and PACOG annually enters a delegation agreement that authorizes the City to complete the transportation planning tasks on behalf of PACOG and be reimbursed at 100% for eligible expenses. This Ordinance establishes the TP2402 Pueblo Rural Transportation Planning Project and budgets and appropriates funds in the amount of $12,000 allocated for PACOG to complete rural transportation planning services in compliance with the state requirements for the use of the RPG grant funds.

Docusign Envelope ID: 6709CEE8-C46C-4884-9079-ABA65AB92E50

FINANCIAL IMPLICATIONS:

Funds in the amount of $12,000 shall be budgeted and appropriated for the Rural Transportation Planning Project. It is estimated that approximately two (2%) of the Project cost or approximately $150 in staff time from the Finance department will be spent on the Project.

BOARD/COMMISSION RECOMMENDATION:

The Rural Planning Grant funding is included as a component of the Delegation Agreement between the City of Pueblo and PACOG and approved by Ordinance No. 10588 on November 13, 2023.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

If City Council does not approve this Ordinance, the CDOT funding will not be expended by the City's Urban Transportation Planning Division and funds for transportation planning outside of the urbanized area, and travel expenses for outside of Pueblo will not be reimbursed through these funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CDOT Purchase Order 411039179 FY2025

Docusign Envelope ID: 6709CEE8-C46C-4884-9079-ABA65AB92E50

ORDINANCE NO. 10777

AN ORDINANCE ESTABLISHING 2025 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT, TP2402, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $12,000 FOR SAID PROJECT

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

SECTION 1.

The 2025 Pueblo Rural Transportation Planning Project No. TP2402 is hereby established.

SECTION 2.

Funds in the amount of $12,000 from the SFY2025 Pueblo Area Council of Governments (PACOG) Rural Transportation Planning Grant as authorized in the 2024 City and PACOG Delegation Agreement approved by Ordinance No. 10588 on November 13, 2023 are hereby budgeted and appropriated for said Project.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 6709CEE8-C46C-4884-9079-ABA65AB92E50

Action by the Mayor:

☒ Approved on 9/10/2024 | 12:57 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
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

Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Buyer: Natalie Martinez
Phone Number: 303-757-9374
Agency Contact: Kathleen Collins
Phone Number: 303-757-9434

DATE: 07/10/2024

IMPORTANT
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

Purchase Order
State of Colorado

PO# 411039179
Award#:
BID#:

Vendor Master#: 2000241
Phone: 719-583-6379
Vendor Contact: LOUELLA SALAZAR

V
E PUEBLO AREA COUNCIL OF GOVERNMENTS
N 229 WEST 12TH STREET
D PUEBLO CO 81003-2810
O
R

Invoice
TO: CDOT DTD Business Office
2829 W. Howard Place
Denver CO 80204

Payment will be made by this agency

Ship
TO: Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Delivery/Installation Date: **06/30/2025**

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

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	 96287 FY25 RPA	AU 7001	12,000.00	1.00	12,000.00

DOCUMENT TOTAL: 12,000.00

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.

RURAL PLANNING WORK PROGRAM

Pueblo Area Regional Planning Commission (RPC) and Transportation Planning Region (TPR)

AMOUNT NOT TO EXCEED: *$12,000*

Designated Contacts for TPR:

For the purpose of this Purchase order, Aaron Willis is hereby designated representative of the State and Eva Cosyleon is hereby designated representative of Pueblo Area Council of Governments (a.k.a. Vendor), fiscal entity for the Pueblo Area TPR. The Vendor's representative (or Administrator) is responsible for providing the TPR's Representative and Alternate(s) to the State Transportation Advisory Committee (STAC) with copies of this Scope of Work, so they are aware of the tasks for which the TPR is responsible and related eligible expenses. Either party may from time to time designate in writing new or substitute representatives including new or substitute addresses where notices shall be sent. All notices required to be given by the parties hereunder shall be sent by US mail (certified, registered or regular postal) to the individuals at the addresses set forth below:

To CDOT:
Aaron Willis
DTD Statewide & Regional Planning Section
Colorado Department of Transportation
2829 W. Howard Place, 4th Floor
Denver, CO 80204

To STAC Representative:
Zach Swearingen
Pueblo County Commissioner
Pueblo County Courthouse
215 W. 10th Street
Pueblo, CO 81003

To the Vendor/Contract Administrator:
Eva Cosyleon, MPO Manager
PACOG/Pueblo MPO
229 W. 12th Street
Pueblo, CO 81003

REQUIREMENTS

Conforming to the standards set forth in Sections IV, V, VI, VII and VIII of 2 CCR 601-22 (the Rules) for the expenditure standards of State Planning and Research (SPR) funds during the Program Period (beginning July 1 of the issuing year and expiring June 30 of the ending year), the Vendor shall cooperatively undertake the activities related to the statewide and regional transportation planning process to perform the tasks identified in the Scope of Work herein.

The State and FHWA are specifically authorized to review and inspect, at all reasonable times, all such records, including all technical and financial aspects of the tasks described in the Scope of Work. The State will arrange such reviews and inspections with monitoring to be done no more than quarterly. The State reserves the right to a mid-year review of the cost data and other progress associated with the tasks. The State will provide at least one week's notice of the date and time for any meeting to discuss said review.

The Vendor shall assure that SPR funds spent during the Program Period are for activities directly related to the statewide and regional transportation planning process as articulated in the tasks section of the Scope of Work. Throughout the duration, all activities must be in accordance with all applicable State and Federal requirements and within the terms and conditions of this purchase order.

The State has the right to disallow any costs incurred by the Vendor which are inconsistent with or not in compliance with the authorized tasks of the Scope of Work. Prior approval must be obtained in writing from the State's designated representative for any expenses not explicitly authorized in the tasks section below.

All requests for reimbursement shall include documentation of all expenditures in accordance with 2 CFR 200, 49 CFR Part 18, 23 CFR 420 and the attached Scope of Work Guidance. The attached Rural Planning Assistance Contract Reimbursement Request Form must be filled out in its entirety and include specific tasks and the date the tasks were performed.

Requests for reimbursement for the expenditure of funds must be submitted to the State at least quarterly. Pursuant to 49 CFR 18.41, grantees are required to submit invoices on at least a quarterly basis and within 30 days of the close of each billing period. Vendors may elect to submit invoices on a more frequent basis, but at a minimum, invoices must be submitted no less frequent than the billing schedule below:

Quarter	End Date	Billing Due Date
1st	September 30	October 30
2nd	December 31	January 31
3rd	March 31	April 1
4th	June 30	July 30

Final billings are due to the State by July 30. Upon the expiration of this purchase order, all unclaimed funds will revert to the State, and will not carry forward into the next year.

To assure SPR funds conform with the tasks of the Scope, pursuant to 49 CFR 18.42, the Vendor shall maintain a complete file of all records, communications, and other written materials which pertain to the performance and cost of services for the duration of this purchase order and further such period (up to three years) as may be necessary to resolve all financial matters. The Vendor shall permit the State, FHWA or the Comptroller General of the United States to audit and/or inspect Vendor's records pertaining to the services of this purchase order for the specified period to evaluate Vendor's performance assuring compliance with the terms and conditions hereof. Copies of these records shall be furnished, if requested, to the State, FHWA, or the Comptroller General. The Vendor shall include this record keeping/audit requirement in any purchase order with any consultant who performs tasks, by expressly requiring the consultant, and/or other agencies, to comply with this requirement.

All reports pertaining to the performance of this purchase order shall be reviewed and approved pursuant to the procedures established under 2 CCR 601-22, but no report will be published without the prior approval of FHWA. Any published material shall acknowledge the participation of the State and the FHWA in recognition of the cooperative nature of the statewide transportation planning process, for example, “FUNDED BY THE FHWA AND THE FTA”. Published materials include any non-internal documents, reports, maps, photographs, computer software or like materials that are intended to be viewed by those outside of FTA, FHWA, CDOT and the TPR.

Vendor shall take responsibility to ensure the fulfillment of the Scope of Work and take all reasonable steps to obtain the necessary staff, or consultant services, required to carry out all tasks described and identified in the Scope and this section. The selection for consultant services, pursuant to 49 CFR 18.36, shall be in compliance with all federal procurement requirements. In addition, any Request for Proposal (RFP) used by the Vendor to secure consultant services must be reviewed and approved by the State prior to release. The Vendor shall obtain written authorization from the State before executing any contract for consultant services, which utilizes SPR funds.

SCOPE OF WORK

The purpose of the Scope of Work is to present procedures for the statewide and regional transportation planning process within the TPRs. If you have any questions, please contact your MPO & Regional Planning Liaison.

The following tasks are incorporated herein to describe the work program for the continuation of the statewide and regional transportation planning process within the TPRs. The purpose of the work is to implement the provisions of C.R.S. § 43-1-1101 et seq. and Rules and Regulations for the Statewide Transportation Planning Process and the Transportation Planning Regions, 2 CCR 601–22 (The Rules). **The primary intended use for these funds are described in tasks 1 and 2, which include the regular activities of the TPR. Secondary intended uses are described in tasks 3-6 which may occur periodically throughout the planning cycle.**

TPR designated STAC representatives and alternates are eligible for reimbursement of allowable travel expenses related to the tasks listed below. Eligible expenses may include, but are not limited to, transportation, lodging, and meals as per State Travel Policy and applicable CDOT procedural directives. CDOT will provide a travel reimbursement form to document the aforementioned expenses. In lieu of submitting a signed CDOT travel reimbursement form, TPRs may submit alternate signed travel documentation, as long as it provides the same information as required in the CDOT form.

PRIMARY TASKS

1 – *Participation in the Statewide Transportation Advisory Committee (STAC)*

The TPR shall have a designated representative to carry out the duties of the STAC pursuant to C.R.S. § 43-1-1104 (STAC Responsibilities) as amended, and Section V. of the Rules. The TPR shall also designate a STAC Alternate to attend regularly scheduled meetings and carry out these duties if the designated representative is unable or unavailable.

STAC representatives shall attend monthly STAC meetings, as well as other official STAC events. A STAC representative's duties include, but are not limited to:

1. Serving as the communication liaison between the Department, the STAC and the members of the TPR and constituents.

2. Providing advice to the Department on the needs of the transportation system.

3. Reviewing and commenting on updates and amendments to the Regional and Statewide Transportation Plans.

4. Providing assistance in resolving transportation related conflicts which arise between TPRs, or between the Department and a TPR.

5. Making recommendations to the Department concerning the integration and consolidation of Regional Transportation Plans (RTPs) into the Statewide Transportation Plan.

6. Furnishing regional perspectives on transportation problems requiring statewide solutions.

7. Providing advice and comment on TPR boundaries.

2 – ***Provide Opportunities for Public Participation in TPR Meetings***

Please reference Section VI (Public Participation Rules) of 2 CCR 601-22 (The Rules), which includes specific public participation provisions required in the transportation planning process.

The TPR shall work in cooperation with CDOT in carrying out the requirements for public participation as described in The Rules and Title 23 CFR Part 450 of the federal regulations. Public participation shall include, but not be limited to:

1. Providing a proactive process that allows the public the opportunity to participate in the transportation planning process. The process shall provide a mechanism for public perspective, ideas and needs to be incorporated into the planning process, developing the public's understanding of the problems and opportunities facing the transportation system.

2. Conducting meetings, transportation forums, open houses or other means of public meetings for the purpose of providing information about transportation issues, receiving comments, consideration and response to public input and building consensus on transportation priorities. The TPR shall record the proceedings of meetings, forums and other public meetings concerning transportation in their TPR and make those notes available to the TPR constituency, especially interested parties unable to attend the meetings.

3. Providing mailings, either electronic or regular, containing information about transportation issues. The TPR shall maintain a mailing list of all known parties interested in transportation planning in the TPR including but not limited to: elected officials, municipal and county planning

staffs, affected public agencies, local state and federal agencies eligible for federal and state transportation funds, local representatives of public transportation agency employees and users, freight shippers and providers of freight transportation services, private transportation providers, representatives of alternative transportation mode users, such as pedestrian walkways and bicycle transportation facilities; representatives of the disabled, private industry, environmental and other interested groups, Indian tribal governments and the US Secretary of the Interior when tribal lands are involved, representatives of persons or groups that may be underserved by existing transportation systems such as minority, low-income and disabled populations; and members of the general public.

4. Utilizing available media opportunities to provide timely notice of planning related activities; this includes, but is not limited to, electronic mail, newspapers, social media and other means.

SECONDARY TASKS

3 – *Long-Range Regional Transportation Plan (RTP)*

Continue efforts to update and/or maintain the Regional Transportation Plan (RTP) and maintain up to date and relevant distribution lists, etc. The TPR shall work in conjunction with the Department and its consultants to develop new RTPs.

4 – *Regional Transportation Plan Amendments*

Federal and State legislation altering the transportation planning factors upon which the RTP is based may change the TPR's corridor priority recommendations to the Department and require amending the RTP. The TPR shall amend the RTP as necessary to make additions or deletions on review and analysis of the RTP to insure successful implementation throughout the Statewide Transportation Plan, pursuant to Section VIII of the Rules for the Statewide Planning Process (2 CCR 601-22).

5 – *Development and Amendment of the Statewide Transportation Improvement Program (STIP)*

The TPR will undertake activities and meetings necessary to participate in and provide input on the update (at least every four years) of the Statewide Transportation Improvement Program (STIP), and to review and comment on proposed policy amendments to the STIP, as needed.

To update the STIP, TPR representatives meet with their appropriate CDOT Engineering Region(s) and Transportation Commissioner(s) to cooperate in the project prioritization process within that CDOT Engineering Region. Additional information on the STIP development process is available in the *Project Priority Programming Process (4P) and STIP Development Guidelines* available at: https://www.codot.gov/programs/planning/transportation-plans-and-studies/stip

Whenever a policy amendment is proposed for the STIP, the TPR shall review and comment on the proposed amendment. The STIP amendment review process is as follows:

1. The CDOT Office of Financial Management and Budget (OFMB) will post notice of the proposed STIP amendment on the CDOT website for a 30 day review and comment period.

2. The TPR needs to determine if the policy amendment is of such significance as to establish a meeting within the 30 day comment period if a meeting is not already scheduled, or discuss the amendment at an already scheduled meeting within the 30 day review and comment period to provide for public input.

3. The TPR may elect to not hold a meeting or not discuss the proposed amendment if the RPC determines that the amendment is not significant enough to require such action.

4. The TPR should post the notice of proposed STIP amendment, if it has an office and a public place for posting such notices.

5. Comments on the proposed amendment need to be received within the 30 day review period via the CDOT website or by direct mail to the CDOT Chief Financial Officer.

6 – ***Long-Range Statewide Transportation Plan***

In conjunction with its RTP, the TPR will provide input and advice on the development of the Statewide Transportation Plan. Duties include but are not limited to:

1. Providing input on the integration and consolidation of RTPs with the Statewide Transportation Plan.

2. Reviewing and providing comment, through the STAC representative, on elements of the Statewide Transportation Plan, including drafts of the Statewide Transportation Plan, and the final Statewide Transportation Plan pursuant to C.R.S. § 43-1-1101 through 1105 and U.S.C. Section 135 Title 23.

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City Clerk's Office Item # R6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATH HOUSE, AS A LOCAL HISTORIC LANDMARK

SUMMARY:

The applicant is requesting to designate 330 South City Park Avenue, the City Park Bath House, as a local landmark.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Historic Preservation Commission applied to designate 330 South City Park Avenue, City Park Bath House, as a local Historic Landmark, without the consent of the landowner, the City of Pueblo as provided in PMC 4-14-8 (C). The applicant provided documentation to demonstrate that the residence was constructed in 1938 and associated with the Works Progress Administration, whose workman constructed the building as part of a depression era initiative to provide work to unemployed people while creating lasting public amenities. The applicant is seeking a local Historic Landmark designation to protect the building from demolition and to begin a campaign to restore it. The structure qualifies under landmark Criteria 1A, significant events/people, for having direct association with the Works Progress Administration who played a significant role in Depression era US, Colorado and Pueblo. The building also qualifies for nomination under criteria 2A, architecture, as a good example of a Parkitecture Architectural Style. The Pueblo Regional Comprehensive Plan identifies the building within a , Parks and Open Space future land use designation. , The landmarking and preservation of the building is not part of the goals of the redevelopment plans for City Park. The redevelopment plan includes the replacement of the bath house with a modern building that better supports the adjacent tennis and recreational uses. A detailed review of the Comp Plan compliance is discussed in the staff report, for case number HPC-24-07.

Docusign Envelope ID: BB23231A-91EC-491E-9887-F594DD660D1C

FINANCIAL IMPLICATIONS:

The designation would halt redevelopment of the site and may cost American Recovery Act funds dedicated to this Project that need to be spent by December 31st, 2025.

BOARD/COMMISSION RECOMMENDATION:

The Historic Preservation Commission, at their August 21, 2024 Regular Meeting, voted 6-0 to recommend approval, Commissioner Perko absent.
The Planning and Zoning Commission, at their August 21, 2024, Regular Meeting, voted 3-3 to recommend denial, Commissioner Spinuzzi absent.

STAKEHOLDER PROCESS:

The application was reviewed at a public hearing held by the Pueblo Historic Preservation Commission held on August 21, 2024 and the application was also reviewed by the City of Pueblo Planning and Zoning Commission at their August 21, 2024 meeting.

ALTERNATIVES:

If City Council does not approve this Ordinance, 330 South City Park Avenue, will not be designated as a Local Historic Landmark.

Upon request of City Council, the Ordinance could be returned to the Historic Preservation Commission and the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

See the recommendation of the Historic Preservation Commission and the Planning and Zoning Commission.

ATTACHMENTS:

1. HPC-24-07 Combined Attachments

Docusign Envelope ID: BB23231A-91EC-491E-9887-F594DD660D1C

ORDINANCE NO. 10778

AN ORDINANCE DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATH HOUSE, AS A LOCAL HISTORIC LANDMARK

WHEREAS, , the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, states that the City shall identify, designate and preserve those buildings, objects, monuments, structures and sites which reflect outstanding elements of the community's architectural and cultural heritage; and,

WHEREAS, the present application was initiated by the Historic Preservation Commission and the City's Historic Preservation Commission has reviewed the application for designation of 330 South City Park Avenue, the City Park Bath House, as a Local Historic Landmark and has recommended to the Planning and Zoning Commission the designation of this resource; and,

WHEREAS, , the City Planning and Zoning Commission has reviewed the Historic Preservation Commission's recommendation and the designation application and submitted its recommendation against the landmark designation to Council; NOW, THEREFORE,

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

SECTION 1.

The City Council finds and determines that 330 South City Park Avenue, Pueblo, Colorado, the City Park Bath House, is associated with history, and architecture. It qualifies under landmark Criteria 1A, significant events/people, and qualifies under landmark Criteria 2A, architecture, and complies with the criteria as defined in the Pueblo Historic Preservation Code Section 4-14-8.

SECTION 2.

The City Council hereby designates 330 South City Park Avenue, the City Park Bath House, as a local Pueblo Historic Landmark, subject to the benefits, obligations and restrictions resulting from such designation as described in Chapter 14, Title IV of the Pueblo Municipal Code.

SECTION 3.

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

Docusign Envelope ID: BB23231A-91EC-491E-9887-F594DD660D1C

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on _____.

☒ Disapproved on 9/10/2024 | 12:47 PM MDT based on the following objections:

See Attached

Signed by:
Heather Graham
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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

Planning and Zoning Refferal for HPC-24-07

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	August 21, 2024
SUBJECT:	Review and Recommendation to City Council for an application to designate the former City Park Bathhouse/Tennis Building as a Local Pueblo Landmark
APPLICANTS:	Pueblo Historic Preservation Commission/ George Koncilja
PROPERTY OWNER:	City of Pueblo
LOCATION:	330 S. City Park Avenue
REQUEST:	To review the Pueblo Historic Preservation Commission recommendation and the Pueblo Local Landmark designation application, and forward a recommendation on the application by the Planning & Zoning Commission to City Council.

According to the Pueblo Municipal Code 14-4-8), (g). “Within fifteen (15) days after making a recommendation to approve, HPC shall transmit its written recommendation to the Planning and Zoning Commission including the findings of fact which constitute the basis for HPC recommendation. The Planning and Zoning Commission shall without public hearing review HPC's recommendation and the designation application at its next available meeting and submit its recommendations thereon to Council. All recommendations of the Planning and Zoning Commission shall be made taking into consideration any comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the section of the City to be affected by the designation or amendment of a designation.”

Local landmark designations are forwarded to the Planning and Zoning Commission to provide a recommendation to City Council taking into consideration any comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the section of the City to be affected by the designation.

Items to consider for the recommendation to City Council for the historic landmark designation or historic districts according to 4-14-8(g):

Comprehensive Plan

The City Park Bathhouse is located in the Open Space and Parks future land use area according to the Pueblo Regional Comprehensive Plan, adopted in July of 2022. Open Space and Parks are characterized by Parks, open space, greenways, and natural areas. According to the Comprehensive Plan, Open Space and Parks encompass parks, recreation centers, open space, greenways, trails and natural areas that have been preserved for active and passive recreational purposes." The original bath house was strongly associated with the prior wading pool which was removed after advances in recreation pool technology and practice. The building has also served other recreational activities, especially tennis, since its construction.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion of the Pueblo Inventory of Cultural Resources and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking the City Park Bathhouse directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by documenting WPA contributions in Pueblo.

Zoning Requirements
The building is located within an S-1, Governmental Use Zone District established for City Park. The park includes various park and recreation facilities including the Pueblo Zoo, two golf courses, Kiddie Rides, an outdoor swimming pool, a 17-court tennis complex, three softball/baseball fields, a frisbee golf course, and other general park amenities. No city initiated, or neighborhood initiated, rezonings or large-scale use changes are under consideration for this area.

In accordance with Section 17-4-51, (a), (27) of the Pueblo Municipal Code pertaining to Governmental Use District (S-1):

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.

Projected Public Improvements
The City's Parks and Recreation Department has developed a master plan for the 17-court tennis complex that involves the demolition of the existing building and replacement with a modern tennis club facility. The City received a structural assessment from consulting architects, HGF on April 23, 2023. Architectural, engineering, and geotechnical reports in the assessment show that the existing building has suffered from significant water damage to the foundation as well as structural cracking. The report also documented that there are also issues with original concrete and load bearing timbers that will not support proposed uses. According to the consulting engineer, repairing the damage with helical piers in the basement may cause additional damage and will cost $475,716. The structure assessment states, "the existing building structure is no longer in useable condition- The original building has many structural issues see attached structural assessment by structural engineer. The existing MEP systems are well beyond code and need full replacement." Furthermore, the small size cannot accommodate ADA compliant bathrooms for the number

of people who attend statewide tennis tournaments, and the report finds that the facility needs 13 bathrooms, and the current facility can only accommodate six.

The City's consulting architect HGF developed three options for reuse. Option 1 is to repair the building without meeting code and that cost would be $1,961,402. Option 2 is to keep the existing building, attempt a $475,716 repair, and add a code compliant addition for a total of $3,378,218. Option 3 is to remove the existing building and erect a new building the meets all the needs and codes for $1,731, 060. According to a letter from Andrew Hayes, Public Works Director, up to $500,000 of funding could be lost with a delay to redesign the tennis club house.

If the property were designated a local historic district and the City wanted to demolish the building, they would need to apply for a certificate of demolition from the Historic Preservation Commission. The decision of the Historic Preservation Commission is final with regards to demolitions.

Existing or proposed renewal and development plans
The site plan and elevations for the Pueblo City Park Tennis Court Restroom Facility prepared by HGF Architects, Inc., May 15, 2024 is included as an attachment to the staff report. , Described in the Projected Public Improvements Sections above.

Applicable Regulations and Prior Action
Pueblo Municipal Code Section 4-14-8(g), the City's Historic Preservation Commission "HPC" recommended approval at their August 21, 2024, meeting by a vote of _-_. _____, moved to approve the application, seconded by _____ for designation for the City Park Bath House based on the findings for significance listed in PMC 4-14-8(a)(1)(a)&(1)(c) social history and (a)(2)(a), related to architecture.

Recommendation:
If the Planning & Zoning Commission finds the property located at 330 S. City Park Avenue is appropriate to be designated as a Pueblo local landmark taking into consideration criteria within Section 4-14-8 (g) of the Pueblo Municipal Code, a recommendation of approval will be submitted to City Council for final review and approval of a Local Landmark designation.

If the Planning & Zoning Commission finds the property located at 330 S. City Park Avenue is not appropriate to be designated as a Pueblo local landmark taking into consideration criteria within Section 4-14-8 (g) of the Pueblo Municipal Code, a recommendation of denial will be submitted to City Council for final review and approval of a Local Landmark designation.

Attachments:
1. Staff Report for HPC-24-07 City Park Bath House Packet
2. City Tennis Admin Building-Select Power Point Slides

Jocelyn Martinez
Chair

Guy Chabot
Vice Chair

Anthony Perko
Secretary

city of PUEBLO colorado
Historic Preservation Commission

Laurel Campbell

George Koncilja

Jan Schraner

Sandra Morrison

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

HPC-24-07

August 21, 2024

To:	Historic Preservation Commission
From:	Wade Broadhead, Senior Planner
Through:	Scott Hobson, Acting Director of Planning and Community Development
Location:	**City Park Bath House, 330 S. City Park Avenue**
Applicant:	**George Koncilja**
Owner:	City of Pueblo
Year Built:	**1938**
Legal Description:	Located in City Park adjacent to the tennis courts due east of the Pueblo Zoo
Zone District:	**S-1, Governmental Use Zone District**

Synopsis

The applicant is requesting Local Landmark designation for the City Park Bath House located within City Park, 330 S. City Park Avenue. According to Section 4-14-8, of the Pueblo Municipal Code, a building object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code. PMC 4-14-8(b) "Designation of a landmark or historic district may be initiated by the application of Council, HPC or the owner…" At their July 17, 2024, meeting the Historic Preservation Commission (HPC) voted 7-0 to submit landmark application for the Bath House. An application was submitted the following day July 18, 2024, without the consent of the owner, the City of Pueblo. Staff received an email August 13, 2024, from Parks & Recreation Director, Steven Meier, objecting to the designation and urging the commission to deny. Another letter was received August 14, 2024, from Public Works Director, Andrew Hayes, objecting to the nomination.

The application cites significance under three Historic Landmark criteria:, special historic or prehistoric interest or importance; special architectural, engineering or aesthetic interest or importance; special geographic interest or importance, (Section 4-14-8, (a)., (1), a.; (1), c.; (2), a.; (2), c.; (3), a.). The application states that it represents one of Pueblo's significant historical events, the Works Progress Administration activities during the Great Depression as well as showcasing the workmanship of a distinctive architectural style: Rustic. The landmark nomination covers only the bathhouse building erected in 1938 and no other park buildings or structures.

Background

The applicant nominated the subject property for landmark designation per the requirements contained in Section 4-14-8, Chapter 14 – Historic Preservation Code, Title IV – Building Regulations, of the Pueblo Municipal Code. The Historic Preservation Commission may approve this application if it serves the goals of the historic preservation code. According to the Pueblo Standards of Appropriateness, September 2005, a building, may individually be designated as a Landmark, if it has distinctive character and meets two of the following criteria:

1. Special historic or prehistoric interest or importance:

a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past; or
b. Has the site of a historic event with a significant effect upon society; or
c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.

2. Special architectural, engineering, or aesthetic interest or importance:
   a. Portrays the environment in an era of history characterized by a distinctive architectural style; or
   b. Embodies those distinguishing characteristics of an architectural-type or engineering specimen; or
   c. Is the work of a designer whose individual work has significantly influenced the development of the City; or
   d. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.
3. Special geographic interest or importance:
   a. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
   b. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

The City Park Bathhouse application was prepared by George Koncilja, HPC member, and Gary Trujillo, retired architect specializing in historic preservation and rehabilitation. on behalf of the City of Pueblo Historic Preservation Commission. Staff utilized the 2010 draft Historic Structures Assessment, Pueblo City Park Bathhouse and Grandstands, prepared by Nadine Abell, CU Denver School of Architecture, student; the Colorado Cultural Resource Survey, Architectural Inventory Form for the Bath House and City Park Tennis Score Keepers; the National Register Multiple Property Documentation Form titled New Deal Resources on Colorado's Eastern Plains, 2005; the Pueblo Lore article; and The Pueblo Experience, published in January 2007 in assessing the application for Landmark nomination.

1. a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State or Nation; or is associated with the life of a person significant in the past.

According to the Historic Structure Assessment, City Park was the recipient of many federal relief projects between 1933 and 1940 as part of the Works Project Administration (WPA). The projects included a plan to develop land in the park, create new facilities and manage the water rights that were sold with the park. In 1935, following the construction of the zoo the surrounding community requested the City add recreation elements to the park. The recreation area was constructed as a complex and included the multi-purpose bathhouse with concession stand, wading pool, ball field with grandstands, three tennis courts, horseshoe courts and shuffleboard courts.

Erected in 1938 The City Park Bathhouse is one of two WPA era bathhouses constructed in Pueblo; a nearly identical bathhouse still retains its function at Mitchell Park within Pueblo's East Side

Neighborhood. The building was one of 113 WPA projects that was completed before the 1939 State of the City Report.

The Works Progress Administration had a significant impact on the United States, and especially Pueblo during the Depression, creating jobs and programs to fight unemployment. The WPA made significant investments in Pueblo's Park systems including Mineral Park and City Park, usually choosing construction materials that were low in cost and high on labor. The bathhouse was also part of the first municipal efforts to provide bathing pools for citizens which started in the 1920s and expanded with widespread WPA efforts nationwide.

Staff finds that the site does have direct association with significant persons and events in Pueblo and Colorado related to the Works Progress Administration and innovations in recreation amenities.

1. c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.

Cultural heritage generally consists of tangible and intangible assets that are inherited from past generations. Cultural heritage may include buildings, monuments, archive materials, books, works of art and artifacts. According to the applicant, the bathhouse, "served in the same role as a 'tennis clubhouse' since it was built. While also serving other roles over its life, it has housed the tennis community for nearly a century. Many generations of Puebloans have enjoyed this building and share find memories of its role in the area".

The 2010, Historic Structure Assessment of the City Park Bathhouse and Grandstands states that the bathhouse was constructed as a multi-purpose building that included a concession stand, restrooms, and gathering space to serve the wading pool, ball field, tennis court, horseshoe court, and shuffleboard courts. In the late 1950's the City reconfigured the recreation area because of its success and popularity. The swimming pool and ball field were moved to the southwest side of the park. In the 1970's the tennis court development expanded, and the bathhouse was renovated with the existing flat roof addition to provide additional storage to serve the tennis complex.

The cultural heritage criterion is wide reaching and there are no specific standards for "cultural character of community," which could mean a range of things and may relate more to places that represent nonmaterial aspects of local culture. To that end, the building has played a significant support role in the recreational activity of Pueblo residents and visitors for almost 90 years.

Staff finds that the site does exemplify the cultural heritage of the community for its long-term support of Pueblo recreational activities, including tennis.

2. a. Portrays the environment in an era of history characterized by a distinctive architectural style

According to the applicant, the construction style of the bathhouse and related structures are WPA Rustic. "Rustic architecture is usually associated with lodges, mountain buildings associated with the National Park Services and the U.S. Forest Service. 'Parkitecture' was another term for this style.

According to the New Deal Resources on Colorado's Eastern Plain's, Parkitecture is represented by heavy use of native stone/masonry and wood/timber, that are native to a region in order to harmonize with the local landscape. The City Park Bathhouse is clad with rough cut, non-coursing sandstone and a U-shaped cross gable with a low shed roof below the gables. The rough cut stone is a character defining feature of the building, showcasing a Pueblo variant of Rustic/Parkitecture style. The WPA utilized this style on other buildings throughout City Park and the adjacent City Park Zoo.

The Historic Structures Assessment of the bathhouse confirms the bathhouse is built in the WPA Rustic style and used local sandstone in the construction of the structure. The bathhouse is a good example of the Rustic/Parkitecture Style as it was implemented in Pueblo by the WPA.

Staff finds the site eligible under 2. a. as a good example of the Rustic/Parkitecture architectural style.

2. c. Is the work of a designer whose individual work has significantly influenced the development of the City.

Although the WPA was known for teaching masonry skills to Americans throughout the depression, this criterion refers to one designer and the City Park Bath House was designed by a team of people according to the HSA from 2010, so it is ineligible without further documentation.

Without further documentation of a specific designer or architect, Staff finds 2.c. ineligible because the site was not designed by one designer but a team of people teaching masonry skills.

3. a. By being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif

According to the application for Landmark nomination, "City Park Tennis Clubhouse (bathhouse) is within an area of concentrated WPA structures. Which gives a real sense of place to the local population familiar with the park. Stone boundary fences that border major thoroughfares are a distinct sign of the type of buildings and features that may be found within those boundaries."

City Park is a historic park, with a variety of amenities, including the zoo, golf course, retaining walls and other structures constructed by the WPA. However, a road has been erected along the west of the bath house, and the wading pool was removed as well as numerous other features altered in the vicinity. Much of the direct historic context related to the original use of the bathhouse has been heavily modified or removed so that it is no longer used as it was historically intended.

Staff finds that while the building is related to the historic City Park, largely developed by the WPA and could be preserved according to a plan based on a historic, cultural, or architectural motif.

The Pueblo City Park Bath House exhibits a moderate/medium degree of integrity. Significant modifications have been made to the structure itself including a rear stucco addition and the blocking up

of the open archways on the primary façade. Furthermore, the setting and feeling of the site have been seriously modified with the addition of 17 tennis courts, the construction of a road to the west, and removal of the wading pool. The bathhouse is located in its original position, and the overall WPA Rustic architectural design is intact.

Changes to the Building and Property

A flat roofed stucco storage room was added to the bathhouse and the entry archways were blocked in with concreate masonry units in the 1970's. Most of the other structural openings and windows have been blocked, boarded, and clad with stucco. The wading pool was removed in the early 1950's and a total of 17 tennis courts have been added over the years.

Zoning District

The site and surrounding area are zoned S-1, and the surrounding neighborhood is mostly zoned R-2 and comprised of single-family homes.

City's Comprehensive Plan Compliance

The City Park Bathhouse is located in the Open Space and Parks future land use area according to the Pueblo Regional Comprehensive Plan, adopted in July of 2022. Open Space and Parks are characterized by Parks, open space, greenways, and natural areas. According to the Comprehensive Plan, Open Space and Parks encompass parks, recreation centers, open space, greenways, trails and natural areas that have been preserved for active and passive recreational purposes." The original bath house was strongly associated with the prior wading pool which was removed after advances in recreation pool technology and practice. The building has also served other recreational activities, especially tennis, since its construction.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion of the Pueblo Inventory of Cultural Resources and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking the City Park Bathhouse directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by documenting WPA contributions in Pueblo.

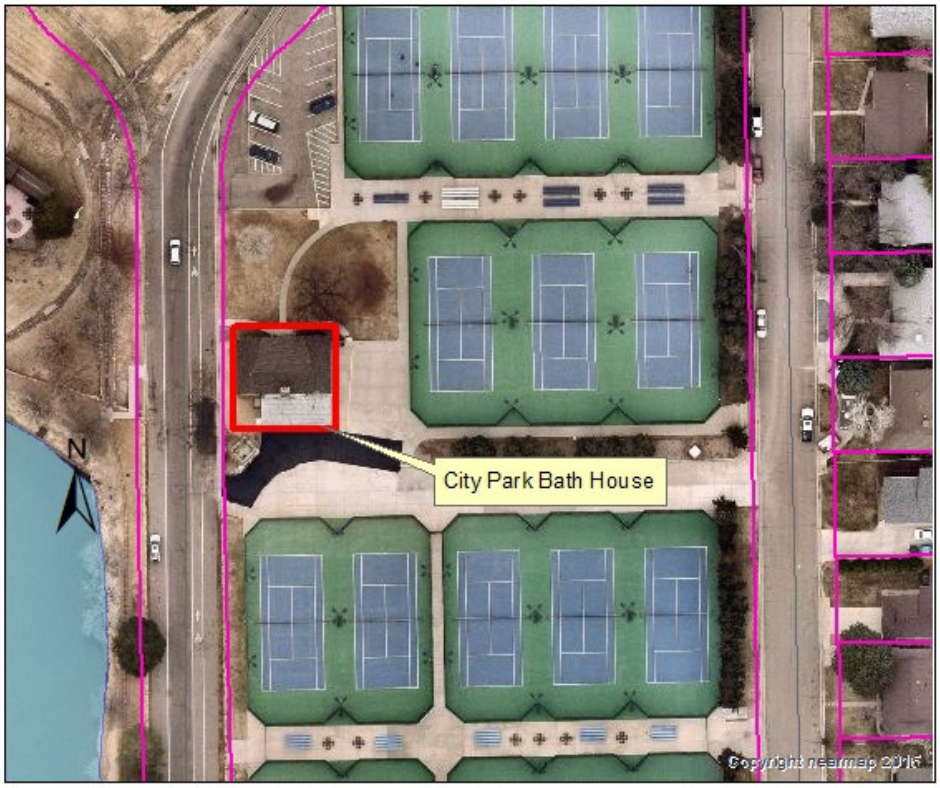
Recommended Action:

If the Historic Preservation Commission finds the property meets the eligibility criteria: Section 4-14-8, 1.a., 1.c., 2.a., and 3.a. of the Pueblo Municipal Code, a recommendation of approval will be submitted to the Planning and Zoning Commission for review and recommendation to City Council for final review and approval of a Local Landmark designation.

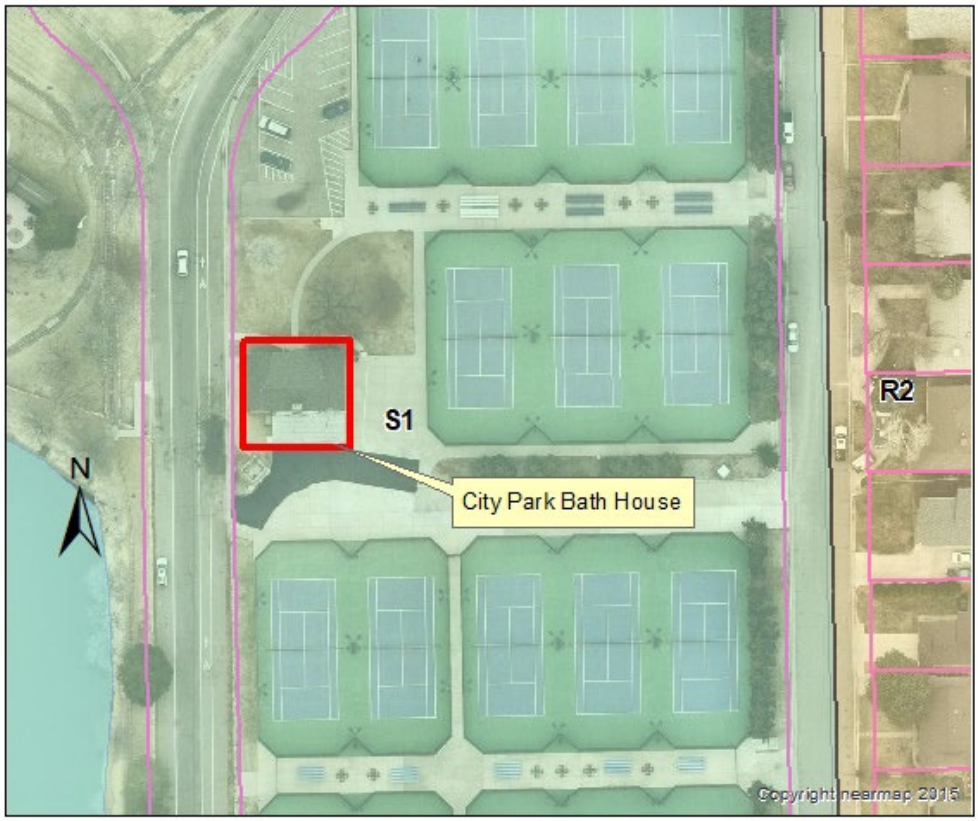
Exhibits

A. Maps
B. Photographs
C. Application signature sheet and OpenGov document, full nomination is attached via PDF.

EXHIBIT A. MAPS



A1. Aerial image of the property



A2. Zoning map of the property

A3. Comprehensive Plan Map

EXHIBIT B. SITE PHOTOGRAPHS

Proof of posting

Overview from front façade looking south

Concession addition to the rear, south.

Eastern façade facing tennis courts.

View north east from South City Park Avenue

EXHIBIT C. APPLICATIONS AND ATTACHEMNTS

City of Pueblo PLACE

July 18, 2024

24-150
Historic Preservation Commission
Status: Active
Submitted On: 7/17/2024

Primary Location
330 S CITY PARK AVE
PUEBLO, CO 81005

Owner
PUEBLO COUNTY
W 10TH ST 215 PUEBLO , CO 81003-2945

Applicant
George Koncilja
719-406-8092
koncilja.re@gmail.com
1801 Court Street
Pueblo, CO 81003

Internal

Case Number
HPC-24-07

Planner Assigned
–

Continuances
–

Number of Posters
–

Number of Postcards/Mailings
–

Newspaper Notice Cost
–

Public Notice Costs must be paid by:
–

Public Notice zoning poster must be displayed by:
–

HPC Hearing Information

HPC Hearing Date
–

HPC Hearing Results
–

Check box if hearing is a Special Requested Hearing

☐

Planning & Zoning Commission Information

P&Z Hearing Date

–

P&Z Hearing Results

–

Check box if hearing is a Special Requested Hearing

☐

City Council Information

Council First Reading

–

Council Final Reading

–

Council Hearing Results

–

Effective Date

–

Ordinance Number

Recording Number

Application Information

Application Type*

Historic Nomination

Residential or Non-Residential?*

Non-Residential

Certificate of Compliance is for properties not located in HB zone district and are not contributing to National Historic District Register.

Nomination for Local Historic Designation

Name of Property and/or Historic Name*

City Park Tennis/Wading Facility

Present Use*

Tennis Facility

Historic Use*

Tennis/Wading clubhouse for tennis courts and pool

Site Number (issued by State of Colorado)

Are you designating a historic district?*

No

What is the Applicant's Affiliation/Interest in Property*

As the Historic Preservation Commission we are interested in preserving the structure due to it's historic significance

Owner Consent to Designation

Property Owner Signature*

Non Consensual
Jul 17, 2024

Attachments

wpa - new deal full issue jan 2007.pdf
wpa - new deal full issue jan 2007.pdf
Uploaded by George Koncilja on Jul 17, 2024 at 11:08 PM

Eligibility Criteria: Historic City Park Tennis/Wading Facility

Narrative Detail

Statement of Significance Summary

The City Park Tennis Clubhouse (historic name Tennis/Wading Facility), heretofore referred to as the Tennis Clubhouse is historically significant for several reasons. First, as a contributing structure to the historic City Park formerly known as Park District #2. This follows **Historic Criterion 1a,** outlining an association with the historical development within the city.

Construction of the Tennis Clubhouse was added to City Park as part of the U.S. New Deal Works Project Administration. The WPA provided funding to states and local governments to create a variety of buildings, infrastructure, art and housing. This closely follows **Historic Criterion 2a,** as part of the physical development of an area of the city. Namely City Park historic WPA structures. construction style also is an important part of the significance.

Although the Tennis Clubhouse was part of the early tennis activity within Pueblo. It has not been listed as Historic Criterion 1d. This may be a subject of discussion because of the numerous tennis championships for state and local players, which were held at this site.

Statement of Significance Summary Expanded:

1. **History**

1a Have direct association with historical development of the city, state or nation.

Charles L. Dittmer first acquired the 150-acre parcel known as the "Park"; early records refer to it as Carlile's Park. Which was to be part of a grandiose plan of extensive landscaping, lakes, fountains and statuary with amenities meant to enhance an adjoining Carlile Park Subdivision. In the fall of 1899, a group of investors organized as the C.L.W. Dittmer Land and Building Company with Charles Dittmer as general Manager. In December of that year the parcel. was acquired from the Colorado Coal and iron company.

Financial Difficulties mostly caused by the silver crash of 1893 coupled with the Panic of 1903 forced the partnership to refocus their plans for the Park. The partners to sell the 150-acre parcel. The City of Pueblo started to develop a park on the northside of Pueblo, in 1898, known as the Mineral Palace. Similarly, to what happened to Dittmer, a failed development, on the northside, made the Mineral Palace land available, this became Park District #1.

Southside residents also wanted a park on their side of town. The citizens approved a bond issue of $150,000 to purchase the acreage from Dittmer and his associates. Park District #2 was formed to develop and maintain parks on the southside of Pueblo.

Charles Dittmer was appointed as special agent for the park commissioners since he had invested 15years of work and planning. He provided some infrastructure. He assisted with further planning for embellishments such as gates and statuary. The Park evolved into a sanctuary in the city for the citizens to enjoy picnics, leisure activities, and socializing.

However, it wasn't until the WPA funding were significant structures built within the Park. A Zoo, Aviary, animal habitats, canals, and Tennis Clubhouse were constructed between 1933-1940. Boundary walls and bridges were also constructed as part of this 'New Deal' program with local labor provided from the WPA. These programs helped lift the country out of the Great Depression and particularly assisted Pueblo which had been especially devasted first by the 'Great Flood' of 1921 and then the stock market collapse of 1929

The Pueblo Zoo became its own National Register District in 1995 which highlights the quality of the planning and development of a zoo. Within the 3-acre district are two buildings, six structures, moats, canals, artificial mountains, bear pits and water features. The use of natural materials and settings were part of a movement to provide a naturalistic approach to zoo habitats.

The eastern edge of the Park is occupied by the tennis complex with the seventeen courts, and Tennis Clubhouse. There were originally viewing stands on the south elevation, which were demolished. The tower that held the announcer booth remains.

The right side of the front door there is an inserted plaque that commemorates the building and the significance of it; it reads "ERECTED THROUGH THE COOPERATION OF FEDERAL, STATE AND LOCAL GOVERNMENTS BY WORKS PROGRESS ADMINISTRATION DEDICATED TO THE ENRICHMENT OF HUMAN LIVES *A RECORD OF PERMANENT ACHIEVEMENT*".

Statement of Significance Summary Expanded:

2. **Architecture**

2a Portrays the environment in an era of history characterized by a distinctive architectural style.

The construction style of the Tennis Clubhouse and related structures are WPA Rustic. Rustic architecture is usually associated with lodges, mountain buildings associated with the National Park Services and the U.S. Forest Service. "Parkitecture" was another term for this style. Publications authored in the 1930's espoused this style. Rationale for use in the mountains was the availability of natural materials, stone and timber. Mainly was to create a structure that was reflected of nature.

Many of the publications were authored by Herbert Maier. He was the architect/landscape architect who headed the NPS district the included the Rocky Mountain Region. Although publications contained designs and plans it was noted not to copy the designs but rather adapt to local topography, cultural influences and conditions.

Maier believed that using indigenous or natural materials was the best way to integrate the structure with its surroundings. Rustic architecture was a simple method to provide the best solution, following function and nature. WPA sought to put as many people as possible. This meant using hand tools and hand labor as opposed to power tools.

WPA Rustic architecture is an architectural style from the era of the U.S. New Deal Works Project Administration. The WPA provided funding for architects to create a variety of buildings, including amphitheaters and lodges. WPA architecture is akin to National Park Service rustic architecture. WPA Rustic, as opposed to National Park Service Rustic as utilized in most national parks, involves more demarcation between the building and the landscape. The term has been used by the National Park Service's National Register of Historic Places program to describe many buildings and structures, including American Legion meeting halls and other buildings built by the WPA in the 1930s

2c. The architects who designed this structure and others (see 2a above) were also employed through the WPA and it's been shown that they reused design plans there similarities with the pool building in Mitchell Park.

Geography

3a Have a prominent location or be established, familiar and orienting visual feature of the contemporary city.

City Park Tennis Clubhouse is within an area of concentrated WPA structures. Which gives a real sense of place to the local population familiar with the Park. Stone boundary fences that border major thoroughfares are a distinct sign of the type of buildings and features that may be found within those boundaries.

Architectural Description
Closely describe the structure and its surrounds.

The main elevation is north facing, it has a main gable with and intersecting gable at each end, one on the east and one on the west. The main gable ridge runs east/west and has an unequal slope on the north, with an equal slope on the south. The unequal slope has the break over the porch. The two intersecting gable ridges both run north/south. All original building roofs are covered with asphalt shingles.

The entire structure is constructed of red cilium sandstone. The stones were harvested in the foothills west of Pueblo. Stones were left mostly uncut, natural in appearance, with a raked mortar joint, which highlights each individual stone because of the recessed mortar joint.

Four circular arched openings define the main elevation, each rise to doorway height. The arches are coupled and form an arcade, which opens onto a porch. The outer two arched openings are infilled with stone at the bottom three feet. Originally those two openings had segmented arches at the very bottom of the infill. Those arches have been infilled with stone matching the original. A center concrete stair provides access to the inner two arched openings. The stairs are flanked on each side with stone walls staggered to match the treads. The four circular arches have been infilled with concrete masonry units (CMU). The eastern and western openings have been infilled, the western arch the opens onto the stair have also been infilled. The eastern arch opening onto the stairs is partially infilled, to accommodate a 3 x 7 door.

The two-intersecting gables on the east and west are symmetrical to the centerline of the north elevation. Each have full height stone gable ends. The stone terminates at the peak and the roof is a 6-12 pitch. At the top of each peak are three 4-inch round, clay pipes, which protrude and act as attic venting. Wood cornice boards follow the roof rake.to the

Two coupled casement windows are centered on the east and west gables, separated by an eighteen-inch-wide column. The windows are six true divided lites, approximately 52 inches above finished floor (AFF). The original windows are behind CMU that have
been infilled into the front of the opening.

The west elevation has full height stone to the bottom of the roof. There are four window openings. The northern most window opening has two coupled casement windows, that are six true divided lites. The two middle openings each have two coupled casement windows that are four divided lites.

The southern most opening has casement windows two coupled over two coupled casement windows separated by a horizontal mullion. Each of the casement windows are six divided lites. Those windows originally serviced the building kitchen. All openings on the west elevation have CMU infilling the original window opening.

The south elevation has been altered by a non-conforming addition, which runs over three quarters of the south elevation. The portion of the building not covered by the addition is the south gable end of the western intersecting gable. The stone runs full height of the gable end. One large window, oft centered to the west, is coupled over two coupled casements with six divided lites, also infilled with CMU.

The east elevation has full height stone to the bottom of the roof. Four window openings oft centered in the elevation are two coupled casements with four divided lites each. All openings are infilled with CMU masonry. It should be noted that the historic photograph shows a different window configuration. There is no noticeable alteration of the openings that exist now. Which may have been a very early alteration using original material.

Research Sources:

- Pueblo County Historical Society
- The Pueblo Lore: January 2007 Issue by George Williams
    - See attached document; pages 41/42 discuss the Tennis facility while the entirety of the issue is dedicated to WPA projects in Pueblo
- Site Visits to City Park, Mineral Palace Park, Pueblo Mountain Park and Mitchell Park
- History Colorado WPA Rustic – Colorado Historic Architecture and Engineering Guide
- Historic Plans, Details and Elements by John Theodore Haneman
- Dictionary of Building Preservation by Ward Butcher.
- Valentine Engineering Field Observation Report – James Valentine

Photographs:

ERECTED·THROUGH
THE·COOPERATION·OF
FEDERAL·STATE·AND
LOCAL·GOVERNMENTS
BY·WORKS·PROGRESS
ADMINISTRATION
DEDICATED·TO·THE
ENRICHMENT
OF·HUMAN·LIVES
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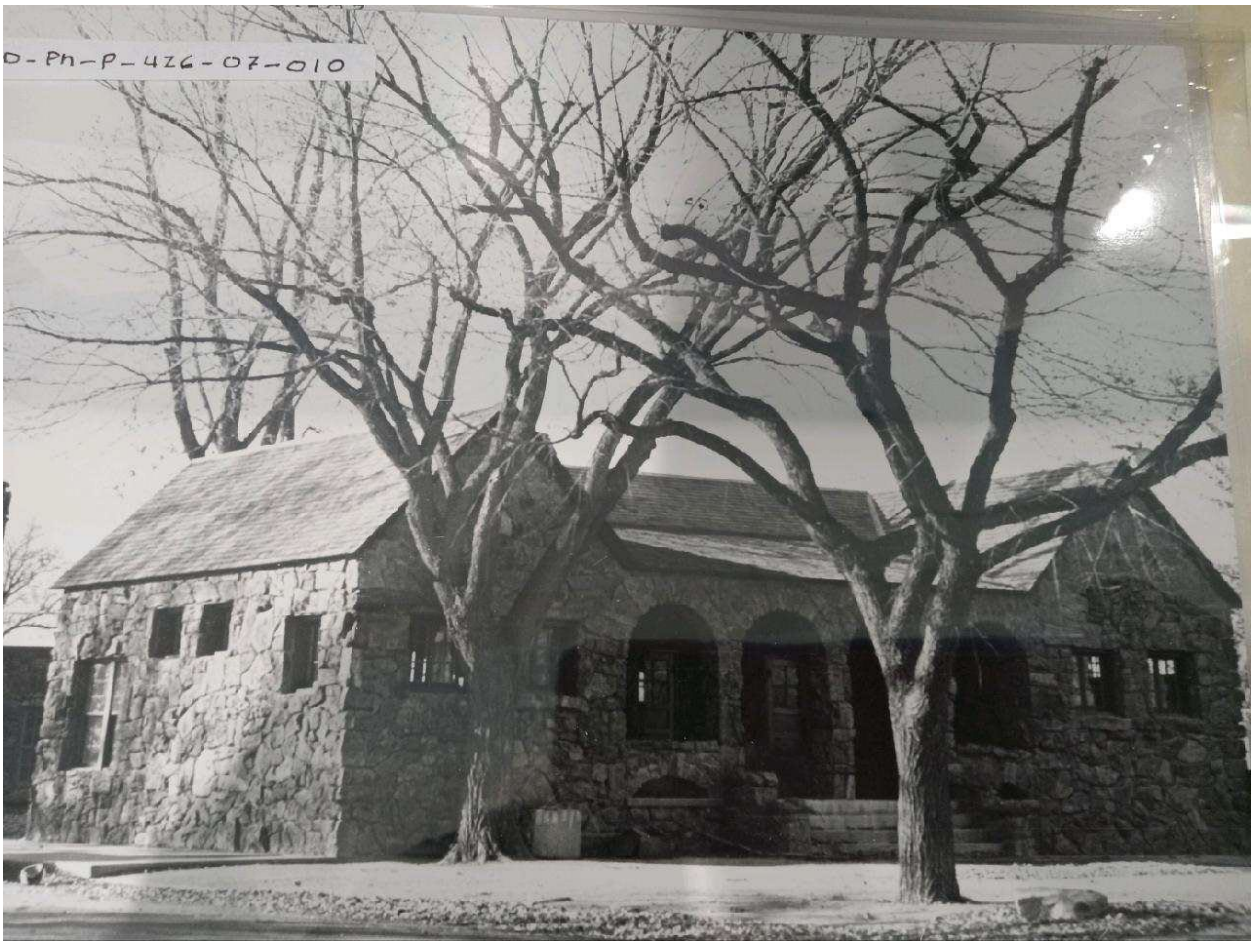
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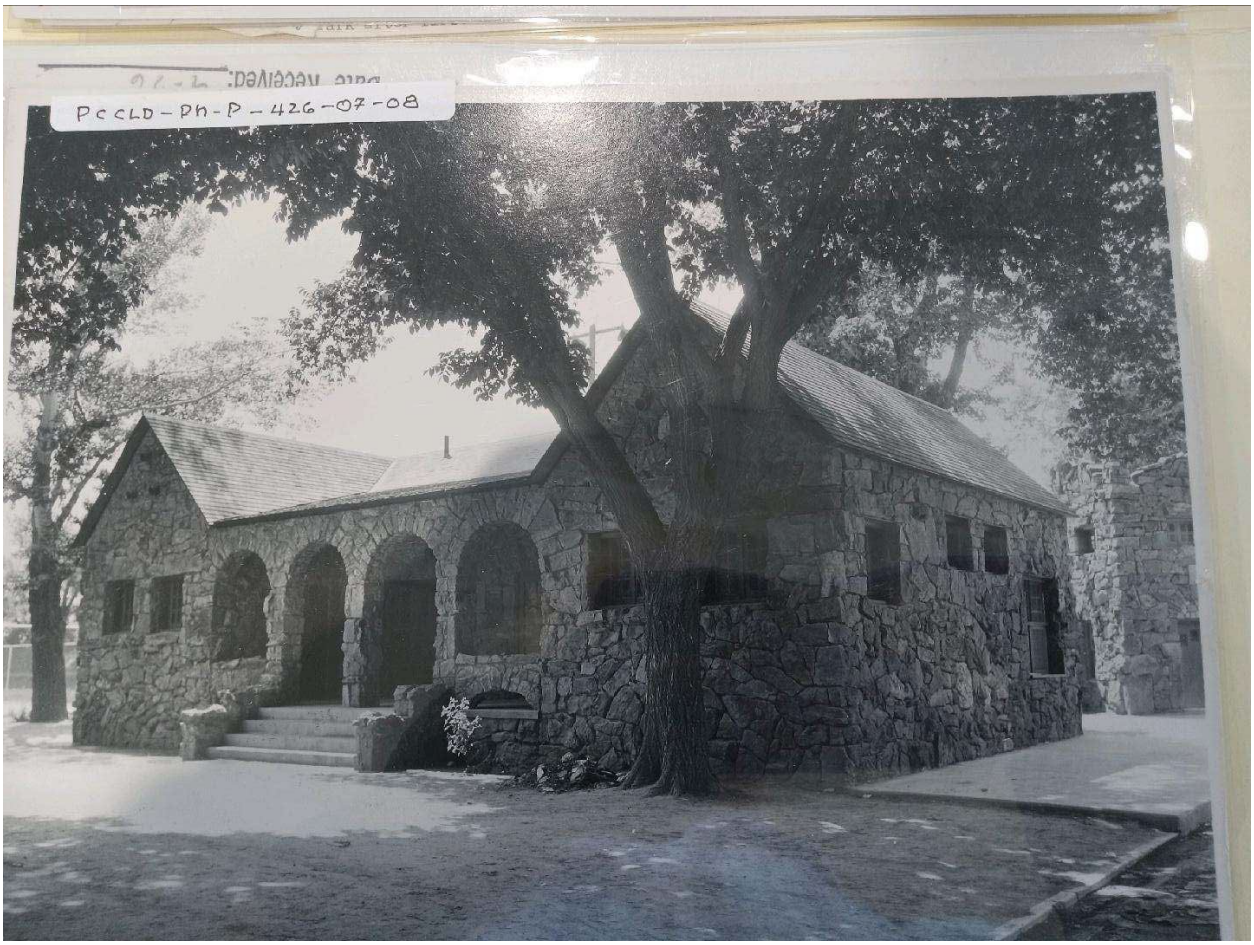
PCCLD-PH-P-426-07-08

Eligibility Criteria: Historic City Park Tennis/Wading Facility

Narrative Details:

1a. The New Deal Program had a profound impact on the country and particularly here in Pueblo. The fact that this building, as well as much of City Park, was developed because of this program holds historic significance and we should do everything possible to preserve that. These buildings and structures collectively represent a time when individuals who shared in a bleak future banded together to build a better future; a notion that should not be forgotten about or destroyed.

1c. This building has served in the same role as a 'tennis clubhouse' since it was built. While also serving other roles over its life, it has housed the tennis community for nearly a century. Many generations of Puebloans have enjoyed this building and share fond memories of its role in the area.

2a. The building was built with the same materials and in the same style as the surrounding structures (stone walls through the park, former golf clubhouse building, buildings throughout the zoo, pavilions, etc.) which helps to unify and define this area. The building materials that were used to construct it were sourced from local areas, primarily near Beulah. This aesthetic look is what defines the City Park area and creates a cohesive look throughout the entire district.

2c. The architects who designed this structure and others were also employed through the WPA program and it's been shown that they reused design plans (note the similarities with the pool building in Mitchell Park).

3a. This building lies within the City Park district, which on a broad scale is a historic site. The WPAs involvement in the development of City Park into the recreation hub that it is today should be celebrated and preserved and not forgotten about.

Statement of Significance:

The City Park Tennis/Wading Facility is historically significant for several reasons. It was built in the 1930s as part of the 'New Deal' program with local labor provided from the WPA. These programs helped lift the country out of the Great Depression and particularly assisted Pueblo which had been especially devasted first by the 'Great Flood' of 1921 and then the stock market collapse of 1929. Historically this building served as the shower room for the wading pool, the clubhouse for the original 4 tennis courts and concession stands for the entire area. Although the pool was eventually moved and concessions no longer served from the building, it has serviced the tennis courts for over 90 years. Multiple generations of Puebloans have fond memories of this building and many have grandparents and other relatives that helped to construct it, along with other WPA era structures. The structure is built out of the same materials as other buildings, walls, pavilions, etc. throughout the surrounding area helping to create a cohesive look throughout City Park. On the interior of this building, along with a number of other WPA era buildings, is an inserted plaque that commemorates the building and the significance of it; it reads "ERECTED THROUGH THE COOPERATION OF FEDERAL, STATE AND LOCAL GOVERNMENTS BY WORKS PROGRESS ADMINISTRATION DEDICATED TO THE ENRICHMENT OF HUMAN LIVES *A RECORD OF PERMANENT ACHIEVEMENT*". This type of history should be preserved at all costs.

Research Sources:

- Pueblo County Historical Society

- The Pueblo Lore: January 2007 Issue by George Williams
    - See attached document; pages 41/42 discuss the Tennis facility while the entirety of the issue is dedicated to WPA projects in Pueblo

- Site Visits to City Park, Mineral Palace Park, Pueblo Mountain Park and Mitchell Park

Photographs:

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ADMINISTRATION
DEDICATED·TO·THE
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OF·HUMAN·LIVES
A·RECORD·OF
PERMANENT
ACHIEVEMENT

Andrew E. Hayes, P.E.
Director of Public Works

211 East D Street
Pueblo, CO 81003

Phone (719) 553-2295
Fax (719) 553-2294

Department of Public Works

August 14, 2024

TO: City of Pueblo Historic Preservation Commission
1 City Hall Pl.
Pueblo, CO 81003

RE: Historic Designation of Tennis Court Bathhouse Facility

Dear Members of the Historic Preservation Commission,

I am writing to express my concerns regarding the recent nomination of the City Park Tennis Court Bathhouse for designation on the City's registry of historic buildings. While I understand and appreciate the importance of preserving our community's historical assets, I believe that the designation of this particular structure may not be appropriate given the circumstances and could have unintended consequences for the City of Pueblo.

The Tennis Court Bathhouse, constructed during the WPA era, has undoubtedly served our community well over the decades. However, it is important to recognize that the building has undergone significant modifications since its original construction in the 1930s. These alterations, while necessary for the building's continued use, have unfortunately diminished its historic integrity. As a result, the structure no longer represents the unique architectural elements that once made it a candidate for historic preservation.

Furthermore, the building requires substantial structural repairs to ensure it is safe for occupancy and compliant with current building codes and ADA standards. Groundwater and soil issues present particularly challenging engineering problems that must be addressed. Given the scope and cost of these repairs, the City has determined that it would be more prudent to replace the existing building with a new, modern facility that can better serve the needs of our community while still honoring the legacy of the original structure. This plan includes reutilizing stone elements from the existing structure for the facade of the new building and constructing an interpretive wall inside the new facility.

It is also important to note that the current facility plays a critical role in hosting numerous tennis events, including the high school state tennis tournament, and is open to the public for daily use. Delaying the project to accommodate a historic designation could jeopardize these activities and result in the loss of approximately $500,000 in project funds if a construction contract is not awarded by the end of the year.

I respectfully request that the Commission carefully consider these factors and the broader impact on our community before moving forward with the designation process. The City is committed to honoring the history of the Bathhouse while also ensuring that the needs of our community are met in a timely and responsible manner.

Thank you for your consideration. Please feel free to contact me with any questions. I can be reached by phone at 719-553-2295 or by e-mail at ahayes@pueblo.us.

Respectfully,

Andrew E. Hayes, P.E.

Steve Henson

32 Sovereign Circle

Pueblo, Colo., 81005

(719) 733-7606

henson.slpueblo@gmail.com

Aug. 12, 2024

To whom it may concern:

Re: Concerns about demolishing current clubhouse building at the Pueblo City Park tennis courts.

Hello!

I would like to address this issue by first praising the Koncilja family for its tireless efforts to preserve, protect and utilize Pueblo's historic buildings.I do not believe anyone has has had more of an impact in this endeavor that the Konciljas.

Further, the Koncilja and Henson families have been friends and professional acquaintances for decades, and I greatly admire the Konciljas for their community efforts.

So it is with reluctance that I must disagree with efforts to preserve the old clubhouse at the City Park tennis courts. And I believe I am in a unique position to discuss this topic.

In the 1960s and 1970s, the clubhouse -- constructed during the New Deal initiatives during the Great Depression -- was operated by the Pueblo Tennis Club. The PTC was a member organization ($25 annual fee, which got you a key to the clubhouse) that ran tournaments and some instructional programs at the park courts. The facility was not open to the public.

During the 1970s, I served three terms as president of the organization, which at one time had nearly 200 members.

At one point, the PTC spent more than $10,000 to renovate the clubhouse. It was very nice, with clean restrooms, showers, lockers and a lounge area with nice furniture, a TV, etc.

But there always were significant infrastructure issues, such as water seepage in the basement from the lake across the street. The PTC did not have the resouces to address those issues, and the city wasn't interested in pumping money into the old structure.

Eventually, the city took over control of the courts and the clubhouse, and the PTC disbanded.

In my opinion, the city's decision to open the restrooms and the facility to the general public led to the decline of the building and the current sad state of affairs that we see today.

Frankly, it's an old building that is filthy from top to bottom, and way past the point where some paint and new flooring will transform it into a nice facility. It is not functional, with no secure areas for vending machines or a pro shop, and a tiny tournament director's area that has outgrown its usefullness.

It also is an embarassment to the community of Pueblo. Among the many tourneys hosted at the facility are the boys and girls high school district and state tourneys. It is humiliating to hear people talk about the filthy facilities, the mosquitoes that inhabit the drafty building, the worn and stained carpeting, and the inability of players to shower between matches and change into fresh clothing. If we are not careful, we will lose those tourneys because of the terrible condition of the clubhouse.

I believe that pumping taxpaper money into the building would be akin to putting lipstick on a pig. Further, given the significant plumbing and electrical issues, not to mention the foundation issues, this project would be a money pit.

The proposal to build a new building used recycled rock from the existing structure is an exciting proposal and one that, I believe, honors the past by using those materials from the existing building. Such a new building would make the City Park tennis facility among the finest in the nation.

Other than being old, there is nothing important about the existing clubhouse. It is not archicturally significant, and its usefullness is long gone.

Pueblo deserves a nice, new clubhouse at the tennis courts, one with a significant nod to the work of the past. I urge the city to proceed with that project.

P.S. A word to the wise. Once constructed, do NOT open the facility to the public when staff is not present. If the new facility is open without supervision, it, too, shall become a filthy facility and a waste of taxpayers' money.

Sincerely,

Steve Henson

Steve Henson

Past president of the Pueblo Tennis Club and the Colorado Tennis Association; winner of more than 150 USTA-sanctioned tournaments with rankings as high as No. 1 in Colorado in singles and doubles (5.0 category), along with numerous other rankings in Colorado and the Intermountain district (Colorado, Utah, Nevada, Wyoming and Montana); and an inductee into the Pueblo Sports Association Hall of Fame. I currently am the assistant girls tennis coach at Pueblo County High School. This past season, the entire team qualified for the state tournament.

I also was the longtime managing editor of The Pueblo Chieftain newspaper, have long been active in the Pueblo community, and am an adjunct professor at Colorado State University Pueblo.

From:	Steven Meier
To:	Wade Broadhead
Cc:	Scott Hobson; Beritt Odom; Andrew Hayes
Subject:	Bathhouse at City Park Tennis Complex
Date:	Tuesday, August 13, 2024 2:43:06 PM

Wade and the Historic Preservation Committee,

The Parks and Recreation Department recommends that the Historic Preservation Committee **do not** move forward with recommending the non-consensual historic designation of the City Park Bathhouse. The City's initial goal for the existing stone facility was to fully renovate and save the old stone building, but as the engineers and architects began investigating the structure it became apparent that the building had extensive structural and code issues that present numerous safety concerns for staff and visiting patrons. The building does not meet ADA accessibility requirements as well as the building code as it relates to number of fixtures per occupancy. The stone foundation has been deteriorating significantly and with the constant presence of groundwater the renovation and / or replacement of the existing foundation would prove to be more expensive than it would be to demolish and build a new facility.

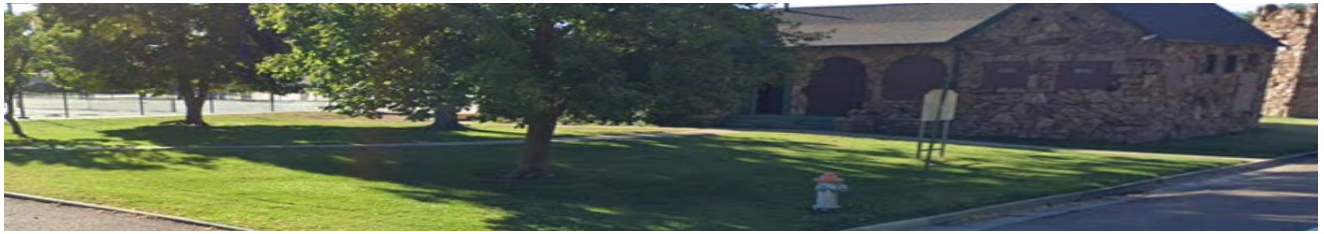
The Parks and Recreation Department urges you to deny this application.

Steven Meier, Director
Parks and Recreation
800 Goodnight Ave
Pueblo, CO 81005
719-553-2790

Choose Pueblo, Click here!

HGF ARCHITECTS

Pueblo City Park Tennis Court Restroom Facility



Presented by: HGF Architects, Inc. May 15 HPC, 2024

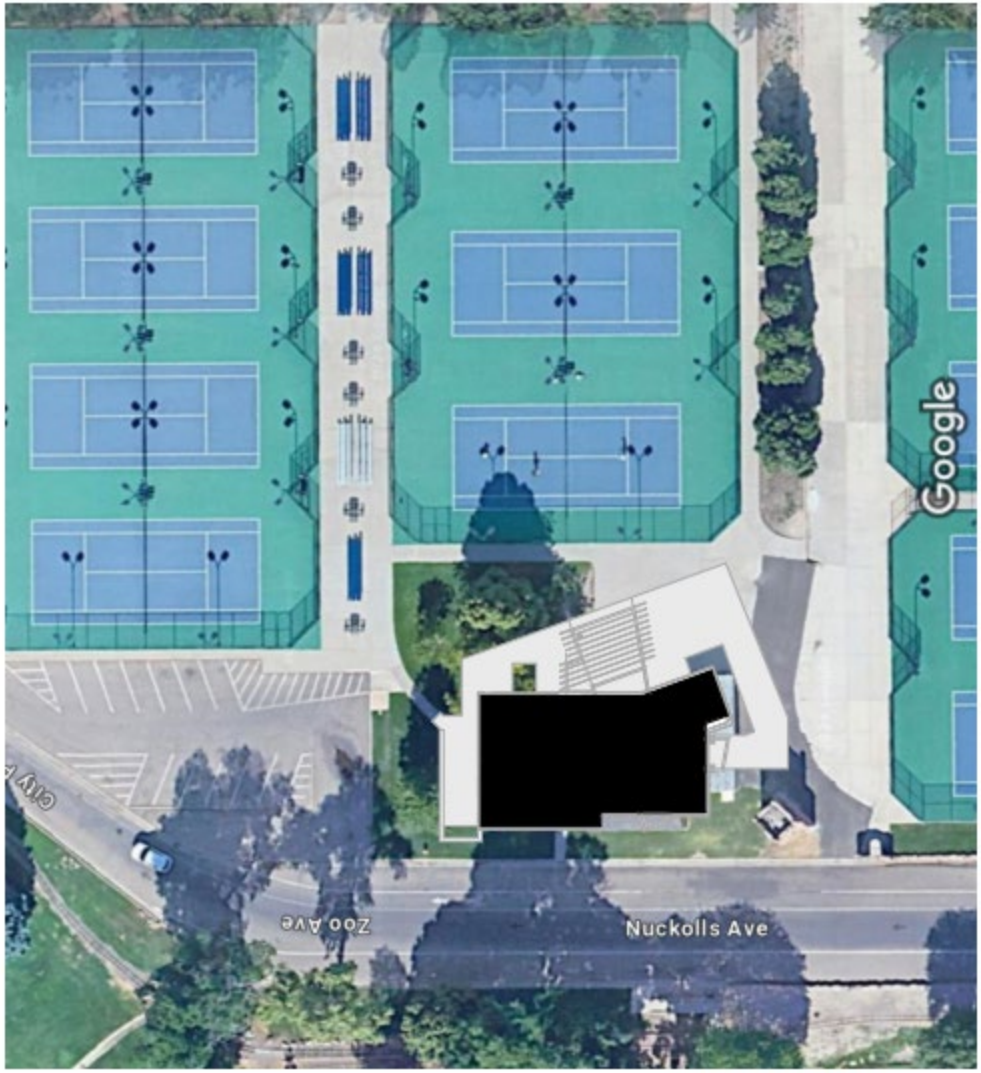
HGF ARCHITECTS

Design and Review of Option 3

Design Option 3 (Cont.)

Support Information

3 Design Options - Option 3 (cont.)



1 SITE PLAN
1" = 30'-0"

HISTORIC PRESERVATION COMMISSION
CITY OF PUEBLO

NOTICE OF PUBLIC HEARING

Take notice that at a regular meeting to be held at 1:30 P.M., on the 21st day of August 2024, at **1 City Hall Place, Pueblo, Colorado**, the Historic Preservation Commission will hear the following application(s):

HPC 24-07
330 S. City Park Ave / City Park Bath House
For Designation of a Landmark as provided in the Historic Preservation Ordinance (Title IV, Chapter 14, of the Code of Ordinances, City of Pueblo) as the same affects the property situated in the City of Pueblo, County of Pueblo and State of Colorado, on file and known as **330 S. City Park Ave.**

A **Nomination for Designation of a Landmark** if it qualifies for significance in criteria of history (criterion 1A&C), architecture (criterion 2A&C)

A draft of the nomination will be on file in the Department of Planning and Community Development and will be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Historic Preservation Commission at the time and place stated above to be heard on the proposed nomination for designation of a landmark. Individuals who require special arrangements to participate are encouraged to contact the Department of Planning & Community Development at least 72 hours in advance.

Questions may be directed to the attention of Wade Broadhead, Senior Planner, 719-553-2280.

Scott Hobson

Scott Hobson
Land Use Administrative Official
719-553-2259

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City Clerk's Office Item # R7

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Robert Jagger, Deputy City Attorney
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 COMMENCING JANUARY 1, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a proposed Ordinance which would approve and enact the collective bargaining agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537 ("Union") commencing January 1, 2025. Pursuant to §8-14(l) of the City Charter, any collective bargaining agreement negotiated between the Union and the City shall be reduced to writing, signed by the parties, and enacted by Ordinance.

PREVIOUS COUNCIL ACTION:

Not Applicable.

BACKGROUND:

The current collective bargaining agreement between the City and Union expires on December 31, 2024. Pursuant to the requirements of the City Charter, the City and Union commenced negotiations with respect to a successor contract in July of this year. Through the negotiation process, the parties have successfully reached a tentative agreement with respect to a successor contract. Pursuant to §8-14(l) of the Charter, such an agreement is required to be enacted as an Ordinance.

The successor contract contains the following specific changes with respect to the prior contract:

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Article 2-Term. The term of the agreement is for three (3) years subject to City Council approving any subsequent year's contract extension on or before June first of the then current year. If not extended by City, the complete contract shall be opened and the parties will commence the negotiation process for a successor contract in compliance with the requirement of Section 8-14, City Charter.

Article 4.4. – Management Rights – A new section will be added to this article which will allow the Mayor to declare an emergency based on sworn staffing levels falling below 30% of authorized staffing. The emergency declaration would permit the Mayor to suspend any provision of the agreement as may be reasonably appropriate to timely and effectively fulfill the function of the Department of Police, including without limitation provisions regarding: City's ability to determine employee work schedules and hours of work; notice periods for changes in work schedules and work hours; seniority requirements for distribution of overtime or on-duty work; and restrictions on assignment or reassignment.

The Mayor's decision to exercise such authority is subject to and conditioned upon: (1) City Council approval by passage of an emergency ordinance; and (2) The Department's obligation to meet and confer with the Union prior to presentation of such ordinance to the Mayor and passage of such ordinance by City Council.

Article 16-Salary.

2025 - For 2025, the monthly pay rate for Police Patrol Officer/ Police Corporal at all steps will be increased by 7% over the amount set by Ordinance establishing 2024 pay levels. The monthly pay rate for Police Sergeant at all steps will be increased by 10% over the amount set by Ordinance establishing 2024 pay levels.

2026 - For 2026, the monthly pay rate for Police Patrol Officer/Police Corporal and Police Sergeant at all steps will be increased by the average annual base pay percentage increase in the rate of top steps for like positions in the following cities:

Arvada, Aurora, Colorado Springs, Denver, Fort Collins, Lakewood, Thornton and Westminster.

Average annual base pay percentage increase shall be based upon the annual increase in the rate of pay for year 2026, if known, or year 2025 otherwise. This accounts for any agencies who are still determining their increases through collective bargaining or otherwise at the time the contract extension must be presented to City Council in accordance with City Charter.

2027 – For 2027, the same methodology shall apply as outlined above however, such increase will be based on average annual base pay percentage increase for year 2027, if known, or year 2026 otherwise. In

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addition, and to the extent such an increase is not deemed acceptable by either party, a limited wage reopener clause is provided that will allow either the Union or the City to reopen the contract to negotiate only on salary under Article 16. Such limited reopening, if requested, shall be subject to the timelines and procedures under Section 8-14(r) through 8-14(v) City Charter.

Article 23.1.1. Insurance. For 2025, 2026 and 2027, the City will increase contributions levels to each plan and coverage level to match contributions levels of other groups in the City (Pueblo Association of Government Employees and non-bargaining positions). All other provisions currently in place with respect to premium increase sharing and self-funding remain unchanged as previously negotiated.

Article 27 – Sick Leave This article will be amended to reflect changes in Colorado state law under the Healthy Families and Workplaces Act which was implemented after the previous contract was negotiated.

Article 34.3 Reporting – Current language will be changed to reflect unauthorized absences of more than 40 consecutively scheduled work hours (vs. the current language of more than five working days) shall constitute a resignation form employment by the employee.

Article 45 – Shift Differential. This article will be amended to provide a higher, more competitive shift differential amount to those union members working either afternoon shift or graveyard shift as defined in the agreement. Afternoon shift differential will increase from $0.40 cents per hour to $0.80 cents per hour and graveyard shift will increase from $0.80 cents per hour to $1.60 per hour.

FINANCIAL IMPLICATIONS:

Following are the approximate cost increases for 2025, if the ordinance is approved:

- 2025 Wage Increase	$359,010 for Police Sergeants
	$1,280,972 for Police Patrol Officers/Police Corporals
- Health Insurance	$27,513 contribution increase
- Shift Differential Increase	$24,485
	$1,691,980

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

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STAKEHOLDER PROCESS:

The International Brotherhood of Police Officers #537 held a membership vote on August 1, 2024, and ratified the negotiated changes to the contract, subject to City Council approval as accomplished by this ordinance.

ALTERNATIVES:

If approved, the requirements of §8-14(l) of Charter require the agreement be enacted as an Ordinance.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

1. IBPO CBA 2025
2. Exhibit A

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ORDINANCE NO. 10779

AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 COMMENCING JANUARY 1, 2025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, pursuant to the requirement of Section 8-14, City Charter, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the police officers, i.e. the International Brotherhood of Police Officers Local 537, have negotiated a collective bargaining agreement commencing January 1, 2025 (the “Labor Agreement”); and

WHEREAS, the Labor Agreement has been reduced to writing and signed by said parties pursuant to the requirements of Section 8-14(l) of the Charter, City of Pueblo, Colorado; and

WHEREAS, Section 8-14(l) of the Charter of the City of Pueblo, Colorado, further requires that the Labor Agreement be enacted as an Ordinance; NOW, THEREFORE,

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

SECTION 1.

The Collective Bargaining Agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537 commencing January 1, 2025, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and enacted as an Ordinance.

SECTION 2.

The Mayor is authorized to execute the Collective Bargaining Agreement in the name of the City.

SECTION 3.

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

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SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2024 | 4:38 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
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

AMENDMENT TO THE COLLECTIVE
BARGAINING AGREEMENT

This amendment to the collective bargaining agreement ("Amendment") is executed this 26th day of August, 2019, by and between Pueblo, a municipal corporation ("City"), and International Brotherhood of Police Officers Local 537 ("Union") (collectively the "Parties").

WHEREAS, City and Union are parties to a collective bargaining agreement commencing January 1, 2019 and ending December 31, 2019 ("Labor Agreement").

WHEREAS, the Parties are interested in transitioning from a fully-insured to a self-funded health insurance plan ("Self-Funded Health Benefit Plan").

WHEREAS, in order to proceed with such transition, City desires and Union is willing to agree to certain terms and conditions which will be applicable to such Self-Funded Health Benefit Plan.

NOW THEREFOR, in consideration of the foregoing and the mutual covenants herein contained, the Parties stipulate, acknowledge and agree as follows:

1. If the City elects after consultation with the Union to transition to a Self-Funded Health Benefit Plan to be available in calendar year 2020 and thereafter, the following terms and conditions shall govern such plan, shall bind the Parties and shall supersede any conflicting or inconsistent provision of the Labor Agreement:

a. Plan Design. If a Self-Funded Health Benefit Plan is provided to covered employees of Amalgamated Transit Union Division No. 662 ("Transit"), the City, Transit, Pueblo Association of Government Employees, International Association of Fire Fighters Local No. 3 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of five (5) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits.

Alternatively, if a Self-Funded Health Benefit Plan is not provided to covered employees of Transit, the City, Pueblo Association of Government Employees, International Association of Fire Fighters Local No. 3 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of four (4) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; provided, however, if no majority vote is cast or if the

plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits.

b. Premiums and Contributions. Premiums shall be determined by City based upon the recommendation of City's insurance broker consultant, the plan design chosen pursuant to above Subsection 1.a., and the funding level acceptable to City. Employees who are eligible and select an offered plan shall pay the cost of any applicable premium by payroll deduction subject to the contributions herein provided. The City shall pay 95% of the actual premium for an individual policy per month but not to exceed $824.67. The City shall pay 78% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees but not to exceed $1,433.75 with respect to a single plus spouse plan or $1,303.40 with respect to a single plus child or children plan or $1,680.72 with respect to a single plus family plan ("Contribution Cap"). The Contribution Cap applicable to each coverage tier, i.e. individual, single plus spouse, single plus child or children or family coverage tier, shall be increased by fifty percent (50%) of any increase between the HMO Tier 1 premium for such coverage tier in the current year and the recommended HMO Tier 1 premium for such coverage tier in the subsequent year. If the employee elects coverage under a PPO option, if offered, the City's contribution to payment for such PPO shall be in the same dollar amount as if the employee had elected coverage under the HMO Tier 1 option for the same coverage tier. If an employee elects coverage under a high deductible health plan with Health Savings Account ("High Deductible HSA"), if offered, the City's monthly contribution for the High Deductible HSA shall be One Hundred Dollars ($100.00) per month less than monthly contribution required for the City's HMO Tier 1 plan, at the same coverage tier, and the City will contribute Sixty Six Dollars and 67 Cents ($66.67) per month to each employee's health savings account under such High Deductible HSA.

c. Self-Funded Contracts and Documents. All contracts, programs and documents necessary to transition to and administer the Self-Funded Health Benefit Plan shall be determined and selected by City including but not limited to all costs and expenses of administrations, any third-party administration, if selected, stop loss policy, if selected, HIPAA privacy and security policies, and plan administration policies and procedures.

d. Plan assets. All assets of the Self-Funded Health Benefit Plan, including but not limited to premiums, reserves and reimbursements, shall be the property of the City to be used solely for providing benefits for enrolled employees and assuring funding of the Self-Funded Health Benefit Plan at a risk level acceptable to City.

2. For calendar year 2020, the Union waives any present or future right, contingent or otherwise, that it may have to negotiate any change to the terms and conditions of this Amendment in any successor collective bargaining agreement. The intent and purpose of the foregoing waiver is that the Self-Funded Health Benefit Plan available in calendar year 2020 shall be subject to and governed by the terms and conditions of this Amendment, and this Amendment shall be construed and applied consistent with such intent and purpose. Notwithstanding the foregoing, the City shall not be prohibited or otherwise limited by this Amendment from asserting or otherwise maintaining in any future negotiation of a successor collective bargaining agreement that any term or condition of this Amendment is not a mandatory subject of bargaining.

3. To the extent the parties negotiate a successor contract to the Labor Agreement which provides for extension of the collective bargaining agreement in calendar year 2021 or 2022 and if the City provides a Self-Funded Health Benefit Plan in calendar year 2020 and if the City does so elect to extend the term of such successor collective bargaining agreement for calendar year 2021 or 2022, the Union may commence negotiations after receipt of notice of such election with respect to the terms and conditions of this Amendment by serving notice pursuant to Section 8-14, City Charter, on or before June 20, 2020 or June 20, 2021, as applicable. If the Union exercises such option to open negotiations with respect to the terms and conditions of this Amendment, no other provision of the collective bargaining agreement shall be opened for negotiations.

4. With respect to any provision relating to determining plan design during any subsequent calendar year negotiation for a successor collective bargaining agreement after 2020, including any reopening as set forth in above Section 3, the parties expressly stipulate and agree that the then current provisions for determining plan design shall govern the method and manner in which the plan design is selected for the following calendar year even though such provisions may be amended in the successor agreement.

5. Should the City elect to discontinue the Self-Funded Health Benefit Plan, the provisions of the Labor Agreement applicable to a fully-insured health benefit plan shall be reinstated; provided, however, any changes in the Contribution Caps shall be maintained.

6. Union expressly stipulates, acknowledges and agrees that City is materially relying upon the faithful performance of each and every provision of this Amendment, and without this Amendment, including each and every provision, the City would not consider proceeding with a transition from a fully funded health insurance plan to a Self-Funded Health Benefit Plan.

7. This Amendment represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings with respect to the subject matter of this Amendment. This Amendment may be amended only by an instrument in writing signed by the Parties. If any provision of this Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment shall continue in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

8. This Amendment shall be construed in accordance with and governed by the laws of the State of Colorado.

9. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. The persons signing this Amendment on behalf of Union represent and warrant that such parties and Union have the requisite power and authority to enter into, execute, and deliver this Amendment and that this Amendment is a valid and legally binding obligation of Union enforceable against Union in accordance with its terms.

Executed at Pueblo, Colorado, the day and year first above written.

UNION
INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS LOCAL 537

By _____
President

By _____
Secretary

CITY
Pueblo, a municipal corporation

By _____
Mayor

ATTEST:

_____
City Clerk

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PUEBLO

AND

INTERNATIONAL BROTHERHOOD

OF POLICE OFFICERS

LOCAL 537

COMMENCING JANUARY 1, 2025

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ARTICLE 1. PREAMBLE

This Agreement is entered into by and between the City of Pueblo, hereinafter referred to as the "Employer" or the "City," and Local 537 of the International Brotherhood of Police Officers, hereinafter referred to as the "Union."

It is the purpose of this Agreement to maintain harmonious relations between the Employer and the Union; and to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2025, and all of its provisions shall remain fully effective through December 31, 2025, and may be extended by the City for two (2) successive one (1) year terms.

The decision to extend the term of this Agreement shall be made by the City Council on or before the 1st day of June 2025, or 2026, whichever the case may be. The extended term shall be upon the same terms and conditions, except that wages during each extended term shall be as provided or otherwise determined pursuant to Article 16 of the Agreement. If the City Council shall fail to extend the term of the Agreement as stated above, then either party may commence negotiations for a successor agreement by serving notice pursuant to the City Charter on or before June 21, 2025, or June 21, 2026, as the case may be.

ARTICLE 3. RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent of all certified peace officers in the classified service of the Police Department employed by the

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City of Pueblo, with the exception of Captains, Majors and any other equivalent or higher class for the purpose of negotiating with the City with respect to wages, rates of pay, hours, grievance and disciplinary procedures which may result in arbitration, working conditions, and all other terms and conditions of employment of the Police Officers included in the bargaining unit as provided by Charter.

ARTICLE 4. MANAGEMENT RIGHTS

4.1 The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its authority, discretions, responsibilities, and powers of authority as set forth under the Constitution and laws of the State of Colorado and the Charter of the City of Pueblo.

4.2 Except as otherwise specifically provided herein, the management of the City, the direction of the work force, including, but not limited to, the right to hire, to discipline or discharge for just cause, to decide job qualifications for hiring and promotion, to evaluate job performance for any employment-related purpose, to lay-off, to establish or abolish positions, to make rules and regulations governing conduct and safety, to determine the mission of the City and the means and methods by which it is to be achieved, to determine schedules of work, to subcontract work, together with the right to determine the methods, processes and manners of performing work, are vested exclusively in the City.

4.3 This Agreement, shall, in all respects, wherever the same may be applicable herein, be subject and subordinate to the provisions of the Charter of the City of Pueblo. This Agreement is further subject and subordinate to all applicable statutes, constitutional provisions, and any revisions, amendments or newly adopted provisions of

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said statutes, Charter or constitutional provisions, as may hereafter be enacted.

4.4 During any period of an Emergency as defined by this Section, the Mayor may suspend any provision of this Agreement as may be reasonably appropriate to timely and effectively fulfill the function of the Department of Police under Section 10.2, City Charter, including without limitation those provisions regarding: City's ability to determine employee work schedules and hours of work; notice periods for changes in work schedules and work hours; seniority requirements for distribution of overtime or on-duty work; and restrictions on assignment or reassignment. For the purposes of this Section, an "Emergency" shall mean the time period covered by a declared state of civil emergency under §11-5-3. P.M.C., or whenever thirty percent (30%) of the Authorized Staffing is unfilled or unavailable for work other than by reason of being absent from duty due to an authorized vacation. For the purposes of this section, Authorized Staffing means the number of certified peace officer positions, including entry level peace officers, established by the annual staffing ordinance, as amended, less any vacancies held open under § 6-8-5, P.M.C. The following condition precedents shall occur before the Mayor exercises the authority under this section:

(a) The City Council shall approve the Mayor's decision to exercise the authority under this section by passage of an emergency ordinance pursuant to Section 3.20, City Charter. Notwithstanding any provision of this Agreement to the contrary, the duration of such authority shall be set forth by said ordinance for a period not to exceed sixty (60)

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days and may not be extended except by passage of a subsequent emergency ordinance pursuant to Section 3.20, City Charter; and

(b) The Chief of Police or designee shall meet and confer with the Union President or designee prior to presentation to the Mayor and passage of such ordinance by City Council.

The Chief of Police or designee shall meet and confer with the Union President or designee at least once every thirty days after passage of such ordinance.

ARTICLE 5. DISCRIMINATION

The Employer and the Union recognize that they are bound by State and Federal law prohibiting discrimination against any Employee because of the Employee's race, color, religion, sex, sexual orientation, ancestry, national origin, disability, engagement in lawful activities pursuant to C. R. S. § 24-34-402.5, age (as variously defined) or handicap. Additionally, the parties recognize the Charter provisions prohibit certain discrimination on the basis of politics and political affiliation.

ARTICLE 6. UNION BUSINESS LEAVE

Members of the Union as may be elected or designated as officers, stewards or members of the negotiating committee, to represent the Union shall be granted leave from duty, with no loss of pay, under the following terms and conditions during the term of this Agreement:

6.1 It is understood and agreed that although police officers may be paid while on Union business leave, they are not to be considered as being within the scope of their employment while travelling to, attending, or returning from, any meeting or convention.

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6.2 The Union shall select not more than ten (10) Union Stewards whose names shall be furnished to the City and the Chief. Stewards shall, to a reasonable extent, be allowed duty time for the purpose of processing and discussing grievances. For each grievance, only one (1) Steward at any given time shall be allowed duty time in accordance with this Section.

6.3 Members of the Union's negotiations committee, not to exceed three (3), shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating directly or indirectly the terms of a successor Agreement.

6.4 EXECUTIVE BOARD. Elected officers of the Local to-wit: President, Vice-President, Secretary and Treasurer or members of the Executive Board, shall be granted Union Business Leave to attend meetings of the Union, within the City of Pueblo, if said meetings occur during a regular shift of those attending. The aggregate maximum of off duty shifts for all Officers and Executive Board members allowed under this Agreement shall not exceed thirty (30) per calendar year. It is understood that those officers granted Union Business Leave under this Section shall be on call during attendance at such Union meetings. An elected officer of the Union shall be granted Union Business Leave from duty, upon his request, when his performance of duties for the Union by attendance at arbitration or participation in collective bargaining have significantly reduced his ability to perform his regular duties.

6.5 The privileges granted herein shall not be abused, or unreasonably exercised.

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6.6 Union officers and stewards using paid Union Business Leave shall notify their supervisor when leaving duty and when reporting back to duty.

ARTICLE 7. RULES AND REGULATIONS

The Union agrees that its members shall at all times be bound by and comply with all Police Department rules and regulations, as same may be amended from time to time, including those relating to conduct and work performance. Such rules and regulations shall not be in conflict with applicable Colorado or federal law or the express terms of this Agreement.

ARTICLE 8. STRIKES

8.1 Employees in the bargaining unit are prohibited from engaging or participating in any strike, work stoppage, work slowdown, or mass absenteeism involving employees of the City of Pueblo or the City of Pueblo.

8.2 The Union agrees not to engage in such action nor to encourage or condone or participate in any such activity by employees in the bargaining unit.

8.3 Nothing contained herein shall be construed to affect the right of the City to enforce this Article through judicial process.

ARTICLE 9. SAFETY

9.1 The City agrees to establish a safety committee consisting of at least two (2) representatives of the Union and two (2) representatives of the Command Staff of the Police Department.

9.2 The safety committee will consider and make recommendations to the Police Department concerning matters affecting the safety of police officers, including, but

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not limited to: the design and equipment of police vehicles, safety improvements to vehicles, chase procedures and design and utilization of police equipment.

9.3 The safety committee shall convene within a reasonable time after a request for a meeting by a member of the committee. Any request must indicate in writing the subject to be taken up at the meeting. The City or the Union will submit a written response on matters raised by the other party within ten (10) days after the meeting.

9.4 If feasible, within the budget and administrative control of the Police Department, department personnel will implement recommendations of the safety committee. If within control of the Union, the Union will cause to be implemented the recommendation of said committee.

9.5 When a police officer has reasonable grounds to believe that his assigned vehicle is unsafe, he may request an immediate inspection by his supervisor, and submit a written complaint, if desired.

ARTICLE 10. TRAINING

10.1 The City shall provide such in-service training in matters relating to police duties and obligations as the City, in its sole discretion, deems necessary and desirable. A minimum level of 40 hours training per year is deemed desirable, but not mandatory, by the parties. Training may include activities other than classroom training related to an officer's duty assignment.

10.2 Whenever the Chief receives notice of any special training school in the law enforcement field, he shall place a copy of it in the Police Union Box or some similar designated place at the Pueblo Police Department Building, 200 South Main Street, Pueblo,

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Colorado, utilized in transmitting written communications from the Police Department to the Union. Any police officer desiring to attend such school may apply to the Chief in writing for permission to do so. The Chief has the right to send or not to send any officer to such school and to select which officer (if any) will attend the school.

10.3 The City recognizes its responsibility to maintain requirements for firearms training and practice.

10.4 The City shall make available ammunition at its expense for any City mandated firearm training and practice. Additionally, for the purpose of practice, the City shall provide to each sworn officer fifty (50) rounds of handgun ammunition (of the appropriate caliber each officer carries in his or her duty weapon) quarterly and twenty (20) rounds of rifle or carbine ammunition of the appropriate caliber, quarterly, for each officer who qualifies to use a long gun on duty.

10.5 The Union may make recommendations to the Chief of Police concerning in-service training matters. The failure of the Chief of Police to implement such recommendations shall not initiate grievance or arbitration procedures under this Agreement.

ARTICLE 11. TRAINING OFFICER

Police Training Officers in the Operations Bureau working a 4 by 10 work schedule shall be selected by the City based upon the City's judgment relative to experience, knowledge and ability to effectively supervise and train. Such officers shall receive the sum of twenty-five dollars ($25.00) for each work shift during which they perform duties as a Police Training Officer.

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ARTICLE 12. EDUCATIONAL INCENTIVE

12.1 Upon recommendation of the Chief and after prior written approval of the Mayor, the City of Pueblo shall reimburse a permanent, full-time employee upon successful completion of an approved course or courses in educational or vocational training. The course for training must be related to the work, be designed to improve competence in the job, and be of value to the employee's services to the City. The amount to be reimbursed shall be seventy-five percent (75%) of the actual cost of tuition, fees and books actually paid for by the employee. If an employee is laid off during a period of time he is attending school, such employee shall receive the reimbursement on a pro-rata basis to the date of such lay-off.

12.2 In addition to any other compensation to which a police officer may be entitled, each officer shall receive an annual education incentive in accordance with the table set forth below, provided that the officer has at least one year of service with the City of Pueblo, that officers initially hired on or after January 1, 1996, are not eligible to receive any education incentive at the thirty semester hours level and that the other conditions of this Article are met:

- 30 semester Hours - $200.00;
- Associate Degree - $400.00;
- Bachelors Degree - $600.00;
- Masters Degree - $800.00.

Laid off employees eligible for the above compensation shall receive a pro-rata payment for that portion of the year in which they are laid off.

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12.3 Educational incentive will only be paid to officers whose education is related to law enforcement work. Additionally, it is the responsibility of the officer to advise the City of the level of payment to which he is entitled and to present substantiation of the completed course work for which he claims credit. An employee shall be paid only the amount of money listed for the highest of the levels he attains listed in Section 12.2.

ARTICLE 13. UTILIZATION OF SPECIAL SKILLS

The City recognizes that certain police officers, by their own initiative, may have obtained special skills and knowledge applicable to law enforcement work. Police officers possessing such special skills and knowledge must advise the Chief in writing of their possession of such special skills and knowledge and the manner in which they were obtained. The City reserves the right, if it is in the City's best interest, to utilize such special skills and knowledge. Officers assigned as SWAT Officers shall be paid one hundred dollars ($100.00) for each month in which such officers respond as SWAT Officers to a SWAT call-out. Officers assigned as Ordnance Technicians shall be paid one hundred dollars ($100.00) for each month in which they are required to respond as Ordnance Technicians to remove or dispose of a suspected explosive or incendiary device. Officers who are designated as "bilingual officers" by the Chief of Police will be paid an additional fifty dollars ($50.00) per month. In order to be designated as a "bilingual officer," an officer must meet the competency level required by the City in the language designated by the City. In order for an officer to be called upon to act as a translator, the officer must be a designated "bilingual officer."

ARTICLE 14. APPOINTMENTS

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14.1 All entrance appointments shall be probationary from the date of hire until one year following the date of graduation from the Police Academy. Appointees who are probationary employees for greater than one year shall be eligible for annual advancement in pay grade provided such employee's service has been determined by the Chief of Police to be satisfactory. All promotional appointments shall be probationary for a period of six (6) months.

14.2 The following minimum service requirements with the City of Pueblo shall be prerequisite to Civil Service Commission Police Department Promotional Examinations.

14.2.1 RESERVED

14.2.2 For sergeant, four (4) years total service since the last date of hire as a police patrol officer or corporal;

14.2.3 For captain, two (2) years service as a sergeant since the last date of promotion.

14.2.4 For the purpose of this Article, periods of time during which an employee is off work or reduced in class due to a reduction in force, shall not constitute service. However, reinstatement subsequent to such a reduction in force shall not constitute a new date of hire or promotion hereunder.

14.3 If a position is not filled through reinstatement, demotion or re-employment the City shall fill the position from a civil service eligible list in the following manner:

(a) The Director shall forward a copy of the appropriate class

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specification to the Civil Service Commission, with a request for certification of the names of the five (5) highest ranking persons on the appropriate eligible list.

(b) The Director may also request from the Commission further information relating to the persons certified and to their application, examination or certification process.

(c) If any person so certified fails to accept appointment to the position, that person shall be removed from the list and the name of the person next highest on the appropriate eligible list shall be certified. The Civil Service Commission may retain on the eligible list the name of a person who refuses an appointment only upon that person's request and for just cause. The Director may request removal from the list of the name of a person who does not qualify for or meet a requirement of the position. The Civil Service Commission shall grant such request and certify the name of the next highest ranking eligible on the list, if the person so removed does not actually qualify or meet requirements.

(d) If more than one vacancy is to be filled from an eligible list, the Director may request certification of an additional name for the second and each subsequent vacancy.

(e) If less than five names appear or remain on an eligible list, the Mayor may either request that the Commission establish a new eligible list, or may accept a certification of less than five names.

(f) If a person certified for appointment from an eligible list is rejected or passed over twice, the Mayor may request removal of the person from that eligible list. The Civil Service Commission may deny such request upon the basis of

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the person's qualifications.

(g) After a certification, the Director shall select a committee of at least three persons to evaluate the persons certified.

(h) After consultation with the involved department or bureau head and the committee, the Director shall forward the names of all persons certified and recommendations to the Mayor, who shall make the final appointment.

(i) The City shall notify each eligible certified for a vacancy of the appointment and the appeal rights available hereunder. If not appointed, the highest ranking eligible for each vacancy may appeal his rejection to the Civil Service Commission by filing a written notice of appeal within five (5) days after receipt of the notice of appointment. The Commission shall hear the appeal within five (5) days of the filing of the notice of appeal. The City and the individual appointed shall also be notified of the hearing and be given an opportunity to be heard. The person filing the appeal shall have the burden of proving that the Mayor's appointment was arbitrary, capricious or a clearly unwarranted abuse of discretion. If the Commission sustains the appeal, the appointment shall be vacated and the appellant shall be appointed to the position by the Mayor pursuant to the decision of the Commission retroactive to the date of the original appointment.

(j) The Commission shall render its decision within five (5) days after the hearing which shall be final and binding subject only to judicial review pursuant to Rule 106, C.R.C.P.

14.4 Corporals shall be appointed pursuant to this section without examination or selection pursuant to the other provisions of this article. When a vacancy in

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such a position occurs, and the City decides to fill such vacancy, the person with the greatest continuous length of service as a patrol officer shall be appointed to such position. For the purpose of this Article, it will be understood that Corporal is a pay grade and not a rank.

14.5 All promotional appointments shall be probationary for a period of six (6) months. If the Chief of Police determines that an employee during such period has not fulfilled the requirements of the position, he may demote such employee to his former position. Such demotion shall be subject to appeal to the Civil Service Commission pursuant to the ordinances and Charter of the City and shall be sustained unless the Commission, after hearing, determines the action of the Chief constituted an abuse of discretion. Such a demotion shall not be subject to grievance and arbitration under this agreement.

14.6 Initial compensation of a Police Patrol Officer who is currently certified as a peace officer and has prior service as a peace officer in another jurisdiction may be approved by the Mayor at a rate higher than the minimum rate in the salary schedule and equivalent to the years of such service; provided, however, such rate shall not exceed the pay level in step 5 of the salary schedule for Police Patrol Officer. Any such approval shall be at the sole and absolute discretion of the Mayor and not otherwise subject to the grievance and arbitration procedures of the Agreement. Notwithstanding any provisions of the ordinances of City to the contrary, including Section 6-5-5(a), P.M.C., no other employee's rate of pay shall be adjusted because of any such approved rate of higher initial compensation. In addition, any such approved rate of higher initial compensation shall not in any manner change or be construed to increase such employee's seniority.

ARTICLE 15. REDUCTION IN FORCE

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15.1 A reduction in the number of police officer positions in any class shall be made in the following order:

Part-time

Probationary

Permanent

15.2 Probationary and permanent police officers shall be laid off in reverse order of their seniority in the class being reduced.

15.3 A laid off employee shall have the right to displace an employee in a lower class with less seniority based on the total length of continuous service with the Police Department. Displacements shall be made and determined simultaneously as of the effective date of any reduction in force, but after all reductions in force are made under Section 15.2 hereof.

15.4 Prior to the effective date of any reduction in force under this Article, the City will meet with a representative of the Union to discuss and consider possible alternatives to, and the impact of, the reduction in force, but the parties recognize that any proposals offered by the Union within this context shall relate only to mandatory subjects of bargaining. The failure of any party to reach agreement on any matter raised at a meeting held pursuant to this section shall not be indicative of bad faith, nor shall such failure initiate the grievance or arbitration procedures under this Agreement.

15.5 A laid off employee or an employee who has been displaced by a more senior employee pursuant to Section 3 of this Article, shall have available to him reinstatement rights to any interim class, whether previously held or not, based on total

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department seniority, until he returns to the class he held immediately prior to the reduction in force, before any other method is used to fill any vacancies in such interim classes.

ARTICLE 16. SALARY

Effective January 1, 2025, the monthly pay rate for each pay grade in the Police Patrol Officer classification shall be increased by 7.0 % over the amount set by Ordinance establishing the 2024 pay levels.

Effective January 1, 2025, the monthly pay rate for each pay grade in the Sergeant classification shall be increased by 10.0 % over the amount set by Ordinance establishing the 2024 pay levels.

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2026 through December 31, 2026, wages for the extended term shall be adjusted as follows:

(a) The monthly pay rate for each pay grade in the Police Patrol Officer classification shall be increased by the average of the annual percentage increase in the rate of pay of the top pay grade of the Police Patrol Officer classification in the Comparison Cities over the amount set by Ordinance establishing the 2025 pay levels.

(b) The monthly pay rate for each pay grade in the Sergeant classification shall be increased by the average of the annual percentage increase in the rate of pay of the top pay grade of the Sergeant classification in the Comparison Cities over the amount set by Ordinance establishing the 2025 pay levels.

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(c) For the purposes of the foregoing calculation, "annual percentage increase" shall be based upon the annual increase in the rate of pay for year 2026, if known and established on or before April 15, 2025, or year 2025 otherwise.

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2027 through December 31, 2027, wages for the extended term shall be adjusted as follows:

(a) The monthly pay rate for each pay grade in the Police Patrol Officer classification shall be increased by the average of the annual percentage increase in the rate of pay of the top pay grade of the Police Patrol Officer classification in the Comparison Cities over the amount set by Ordinance establishing the 2026 pay levels; provided, however, that either party may exercise the right to reopen this Article 16 on or before June 21, 2016 for purposes of discussing such increase and any potential adjustment to such increase.

(b) The monthly pay rate for each pay grade in the Sergeant classification shall be increased by the average of the annual percentage increase in the rate of pay of the top pay grade of the Sergeant classification in the Comparison Cities over the amount set by Ordinance establishing the 2026 pay levels; provided, however, that either party may exercise the right to reopen this Article 16 on or before June 21, 2026 for purposes of discussing such increase and any potential adjustment to such increase.

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(c) For the purposes of the foregoing calculation, "annual percentage increase" shall be based upon the annual increase in the rate of pay for year 2027, if known and established on or before April 15, 2026, or year 2026 otherwise.

For purposes of this Section, "Comparison Cities" shall mean the following cities in the State of Colorado determined in accordance with §8-14(i)(b) of City Charter: Arvada, Aurora, Colorado Springs, Denver, Fort Collins, Lakewood, Thornton and Westminster.

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ARTICLE 17. OVERTIME COMPENSATION

17.1 Police officers shall be compensated for authorized overtime work at the rate of time and one-half. Such overtime shall be paid for all hours worked in excess of forty (40) hours in a workweek. With the exception of compensatory time off, vacation and paid personal leave actually taken, paid hours not actually worked shall not be counted as hours worked for purposes of calculating and paying overtime compensation. There shall be no duplication or pyramiding of overtime pay and employees shall not be paid more than once, for more than one reason or under more than one provision of this Agreement for the same hours worked.

17.2 Upon his request, a police officer may be granted by the Chief, compensatory time off with no loss of pay or benefits in lieu of cash compensation for overtime. Whether or not compensatory time off is allowed to accrue, in lieu of overtime pay, shall be at the sole and absolute discretion of the City.

17.3 A police officer who is called back to work after the completion of his regularly scheduled shift, and before the start of his next regularly scheduled shift, shall be paid at the appropriate overtime rate for a minimum of two (2) hours for such call back, unless such call back is to complete evidence records that should have been completed during his regularly scheduled shift or to correct errors in reports filed by him during his regularly scheduled shift. An officer who receives such a call one and one half hours, or more, before the start of his next regularly scheduled shift shall be entitled to the minimum payment or his overtime compensation for the actual hours so worked, from the time of the call, whichever is greater. If the officer is called less than one and one half hours

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before the start of his next regularly scheduled shift, he shall be entitled to compensation, at his overtime rate, only for the actual time worked, commencing at the time of the call. Officers called back for such purpose (correct records or errors) shall be paid overtime only for those hours actually worked during such call back. However, no officer shall be called back to complete or correct evidence records or reports unless such call back is reasonably necessary to the processing of an on-going investigation. A police officer who is requested to report early or to remain after a regularly scheduled shift, and such time is contiguous with the regularly scheduled shift, shall not be considered to be on call back.

17.4 Except upon twenty-four (24) hours notice, and when required by unusual manpower needs, no police officer's regular work schedule shall be changed for the purpose of avoiding the payment of overtime.

17.5 The City has the right to require overtime to be worked as necessary; provided, however, the City shall solicit volunteers for any of the following assignments outside of the prescribed work schedule of a police officer, which assignments shall, for purposes of reference herein, be identified as "voluntary overtime assignments" even though same may not result in overtime pay under the above Section 17.1:

A. *Extra Duty* is voluntary overtime assignment for the benefit of a third party which requires the services of police officers and pays fees to the City for such services.

B. *Special Assignment* is voluntary overtime assignment for other than regular patrol duty, for such assignments as providing security for special events or persons, providing traffic safety for road construction projects, underage drinking and grant duties that exceed the capabilities of the specialized unit administering the grant.

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C. *Regular Patrol* is voluntary overtime assignment for a full shift, filling in for a Patrol Officer, Corporal or Sergeant position on one of the patrol watches.

D. *Major Parade* duty is voluntary overtime assignment for parades such as the Fiesta Parade, State Fair Parade or the Festival of Lights.

17.6 Lists shall be created for those officers who desire to be eligible for voluntary overtime assignments. With respect to each list, officers shall provide one telephone contact number capable of receiving text messages by which they shall be contacted for voluntary overtime assignments. When the overtime list is used, the City will text all the numbers on the appropriate overtime list with information regarding when the overtime is to occur. Officers on the list will have one hour in which to contact the originating Sergeant or Captain to indicate they are willing to accept the overtime. The officer who responds to the request and is highest on the list will be granted the overtime. Once an officer is selected, the officer shall be rotated to the bottom of the applicable list. Officers must respond within one hour of the text to be considered.

Subject to the requirements of this Section, lists required by this Agreement and in existence at the beginning of the term of this Agreement shall continue in effect. Any officer who subsequently provides a qualifying telephone number in the manner above noted shall be placed at the bottom of the applicable list as it exists on the date of receipt of the e-mail. A copy of each list shall be served upon the Union President by electronic mail on an annual basis.

17.7 For extra duty overtime assignments, there shall be a single list upon which Patrol Officers, Corporals and Sergeants may place their names.

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17.8 For special assignment voluntary overtime duties there shall be one list upon which Patrol Officers and Corporals may place their names, with the exception of DUI enforcement assignments, for which a separate list shall be created and will be administered in accordance with the rules outlined in Section 17.6 regarding selection for assignments.

17.9 For regular patrol voluntary overtime assignments there shall be six (6) lists. There shall be a Sergeant list for each start time and a Patrol Officer/Corporal list for each start time with the officer signing up for the watch(es) he or she is willing to work if called for overtime.

17.10 For major parade voluntary overtime assignments sign-up lists shall be circulated through the Police Department's email system and the assignment shall be assigned on a first come, first serve basis. If insufficient Patrol Officers and Corporals sign up, then the sign up list may be circulated a second time for Sergeants.

17.11 When the need for overtime in patrol is determined during the shift prior to the vacancy, the City shall ask for volunteers for such assignment from among those officers then working patrol. If there are more such volunteers than positions available, the positions shall be allocated upon the basis of departmental seniority. If there are an insufficient number of volunteers, the City shall utilize the appropriate voluntary overtime list. With respect to overtime assignments which cannot be filled voluntarily after utilizing the appropriate voluntary overtime list, the City shall maintain and utilize a separate list of officers ranked in order of seniority for each shift ("Forced Overtime List"). Selection shall be made as equally as practical among officers on the shift prior to the shift in which

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the vacancy shall occur according to least seniority; provided, however, any officer on said shift may volunteer to accept the overtime assignment although the City shall have no obligation to solicit such a volunteer. Once an officer is selected, such officer shall be rotated to the bottom of the list. An officer who volunteers for selection shall be rotated to the bottom of the list just as any other selection. To the extent reasonably practical, the City shall provide one hour advance notice to an officer selected for the assignment on a non-voluntary basis. The failure to provide such notice, however, shall not be subject to the grievance and arbitration procedure of the Labor Agreement. The City may bypass an officer when the City reasonably believes, based upon the total hours previously worked by the officer, that such selection would not be in the best interest of the City. On January 1, April 1, July 1, and October 1 of each calendar year of this Agreement, the Forced Overtime List shall be reset and adjusted in order of seniority for each shift so that the least senior officers are at the top of the list and the most senior officers are at the bottom of the list.

17.12 The parties recognize that an employee's performance of duty during a voluntary overtime assignment is subject to all the requirements normally applicable to officers in such positions and that he/she may be subject to discipline for just cause.

17.13 Reserved.

17.14 Requests for the use of accrued comp time shall be granted if they are filed with the designated representative of the City at least seven (7) days prior to the start of such leave; provided, however and notwithstanding any provision of this Agreement to the contrary, requests for use of accrued comp time for any holiday or the day of the NFL

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Super Bowl and the day preceding and following such dates must be filed at least 30 days but not more than 45 days in advance and must not create an undue disruption. In the event there are multiple competing request for one or more slots for which comp time may be granted, such competing requests shall be approved on a first in time basis, i.e. first come first served. It is understood and acknowledged that use of accrued comp time for any holiday or the day of the NFL Super Bowl and the day preceding and following such dates has historically created an undue disruption for the Department, and as such, any denial of the request to use comp time on such dates whether based upon its untimeliness or because it creates an undue disruption shall not be subject to the grievance and arbitration procedure of this Agreement.

17.15 Requests for the use of comp time filed less than seven (7) days prior to the proposed leave shall be reviewed by the officer's Captain and shall be granted if said Captain finds that circumstances reasonably allow for such leave.

17.16 The granting of comp time leave for an officer shall not cause the cancellation of previously approved personal day or vacation leave for any other officer.

17.17 A request for personal day leave or vacation leave (other than that which is predetermined through the annual sign-up process) shall be granted or denied within seven (7) days of the filing of such a request.

17.18 Except for requests with respect to use of accrued comp time for any holiday or the day of the NFL Super Bowl and the day preceding and following such dates, no request for any type of leave will be accepted if submitted more than thirty (30) days in advance. Provided, however, requests for leave may be submitted more than thirty (30)

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days in advance for the purpose of scheduling events or travel that reasonably require more substantial advance planning. Such early leave requests shall be submitted with a memorandum of explanation and shall not be unreasonably denied.

ARTICLE 18. RATE OF PAY AND APPOINTMENT TO TEMPORARY DUTY IN A HIGHER CLASS

18.1 General Requirements. When an employee is assigned to work in a higher classification for a period of one hour or more, the employee shall be paid one hundred percent (100%) of the difference in pay between his normal class and the class in which he is acting for the actual period of such service. The methodology for appointment to temporary duty in a higher class shall be that found at Section 6-5-7(d) of the City Ordinances in effect on August 1, 1981, provided the Chief may first make such assignment from reinstatement lists, and provided further that employees serving a promotional probationary period shall not be eligible for work in a higher classification and provided finally that the names of officers so appointed are from a list in the appropriate working unit of employees who have indicated their willingness to accept such appointments without restriction regarding the duty assignment of the higher position; and for temporary appointment to acting Captain duties, Sergeants shall have their seniority calculated from their last appointments as Sergeants. An officer assigned to such a higher class shall remain in such temporary assignment until the end of the work shift or until he or she is relieved of such step-up duty by an officer holding the higher rank, whichever comes first. Officers who are willing to accept and work a position, temporarily, in a higher classification shall submit their names to the appropriate Watch Commander at the beginning of the year. Officers who have been disciplined within the last year, defined as a Letter of Reprimand or

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greater, are not eligible for step-up to a higher classification for a period of one year after imposition of the discipline.

Watch commanders are cognizant of the span of control, and will use reasonable efforts to fill vacant Sergeant positions.

18.2 Captains. The methodology for appointment to temporary duty in the classification of Captain shall, in addition to the general requirements in Section 18.1, be subject to the following specific requirements:

(a) The most senior Sergeant on duty by regular assignment shall be selected for appointment to temporary duty in the classification of Captain. If no such Sergeant is on duty, the most senior Sergeant on duty by voluntary or forced overtime assignment shall be selected for appointment to temporary duty in the classification of Captain. Any such appointment shall be herein referred to as the "Initial Step Up Captain"; and

(b) Such temporary assignment as acting Captain shall continue until the earliest of the following events:

(i) A Captain relieves the Initial Step Up Captain;

or

(ii) The duty assignment of the Initial Step Up Captain ends.

(c) In no event will a corporal or patrol officer ever be assigned as acting Captain without the authorization of the Chief of Police.

(d) In no event will the City assign an employee to work in the higher classification of captain when there is at least one captain on duty in the Operations Bureau without the authorization of the Chief of Police.

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18.3 Sergeants. The methodology for appointment to temporary duty in the classification of Sergeant shall, in addition to the general requirements in Section 18.1, be subject to the following specific requirements and clarification:

(a) The most senior corporal or patrol officer on duty by regular assignment only and not by voluntary or forced overtime assignment, shall be selected for appointment to temporary duty in the classification of Sergeant (the "Acting Sergeant"); and

(b) Such temporary assignment as Acting Sergeant shall continue until the earliest of the following events:

(i) An actual Sergeant relieves the Acting Sergeant; or

(ii) The regular duty assignment (watch/shift) of the Acting Sergeant ends.

(c) For purposes of clarification for this Section 18.3, a "watch" shall be considered equivalent to a "shift" as that term is used in Section 6-5-7(d) of the City Ordinances and as referred to in Article 18 of the CBA between the parties.

(d) In the event that a Sergeant position starts at a different time from the start time of the rest of that Sergeant's watch, the vacancy shall be deemed to have occurred on that Sergeant's watch – not a different watch. Example: Patrol Watch 3 Sergeant normally begins one-half (1/2) hour prior to the beginning of the rest of Watch 3. If that Watch 3 Sergeant is absent and a Corporal or Patrol Officer is Stepped Up, then the Stepped Up Corporal or Patrol Officer shall be made on Watch 3 and not from Watch 2 – even though the vacancy occurs during Watch 2's normal watch or shift time.

ARTICLE 19. COURT TIME

All required time spent by a police officer in judicial proceedings arising out of his

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employment shall be considered authorized overtime work if it occurs at any time other than during such officer's scheduled duty hours. Such court time shall be compensated at the rate of time and one-half in cash for a minimum of two hours. If a police officer is required to participate in such judicial proceeding or hold himself available for such participation during the period of time commencing with the next calendar day following the officer's last work day, prior to a period of vacation and ending with the day before the officer's first work day after a period of vacation, such officer shall have the option of receiving cash payment at the rate of time and one-half or receiving cash payment at the rate of one-half time and one vacation day added to his accrued vacation credit for each day participating in such judicial proceedings or waiting for such proceedings. Officers who receive a subpoena for appearance at a judicial or administrative proceeding and later request or schedule a personal holiday or vacation day on the date for which they have been subpoenaed shall not be entitled to restoration of a vacation day or holiday. Provided, however, court appearances on regularly scheduled days off, immediately adjacent to a period of vacation of one shift or less, shall entitle the employee only to a cash payment at the rate of time and one-half. The option hereinabove set forth shall be applicable to even one vacation day. When a police officer on injury leave or sick leave is required to participate in a court related proceedings as outlined herein, such participation shall be construed to have occurred during a period of time that would fall within the officer's regular work schedule. In no event shall an officer be paid more than time and one-half for Court time under this Article.

ARTICLE 20. RESERVED

ARTICLE 21. UNIFORM ALLOWANCE

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21.1 On and after January 1, 2024, each Police Officer covered by this Agreement shall be credited with Eight Hundred Dollars ($800.00) annually ("Annual Credit") which will be placed into an account with the Police Department approved vendor for the purchase of uniforms and equipment as may be prescribed by the regulations of the Police Department ("Required Uniforms"). The Annual Credit shall not be provided to any entry level Police Officer who has not successfully completed the Police Training Office Program prior to the first of January of the year of the Annual Credit. The Annual Credit shall not be available until February 1 of the year of the Annual Credit. The Department reserves the right to require officers to purchase a quantity of specific uniform items not to exceed Eight Hundred Dollars ($800.00), depending on assignment, each year with this money. Repair and replacement of Required Uniforms shall be subject to regulations of the Police Department. Any unused portion of the annual credit shall expire at the end of the year of the Annual Credit.

21.2 On or after July 2, 2023 and as soon as a vendor is selected by City based on current Request for Proposal, each Police Officer covered by this Agreement shall be credited with Four Hundred Dollars ($400.00) ("2023 Credit ") which will be placed into an account with the Police Department approved vendor for the purchase of uniforms and equipment as may be prescribed by the Required Uniforms. Use of funds shall be subject to the same limitation set forth in above Section 21.1. Any unused portion of the 2023 Credit shall expire December 31, 2023.

21.3 Police Officers hired after July 1, 2023, will have their initial Pueblo Police Academy required uniform items purchased by the City, and prior to graduation, such

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Officer's duty equipment will be issued at no cost to the employee.

21.4 On and after January 1, 2024, each Police Officer covered by this Agreement shall receive an annual allowance of Four Hundred Fifty Dollars ($450.00) for drycleaning, minor maintenance, and non-uniform clothing items based on the Police Officer's assignment. In the event such employee leaves the service of the City during the ensuing year, the sum of Thirty Seven Dollars and Fifty Cents ($37.50) shall be deducted from such employee's final salary payment for each month remaining in that calendar year.

ARTICLE 22. AUTOMOBILE ALLOWANCE

A police officer who is required and specifically authorized by the Chief to operate his personally owned automobile in conduct of City business shall be paid mileage at the allowed, standard mileage rate, deductible as a business expense under the Internal Revenue Code for such travel. No Police Officer shall be required to use his personally owned automobile on stakeout detail or for any similar purpose.

ARTICLE 23. INSURANCE

23.1. Health insurance shall be as provided or otherwise determined pursuant to the August 26, 2019 Self-Funded Health Benefit Plan Amendment to the Labor Agreement, a copy of which is attached hereto, labelled Exhibit A and incorporated herein: provided, however, subsection 1.b. shall be amended to read as follows:

> Premiums and Contributions. Premiums shall be determined by City based upon the recommendation of City's insurance broker consultant, the plan design chosen pursuant to above Subsection 1.a., and the funding level acceptable to City. Employees who are eligible and select an offered plan shall pay the cost of any

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applicable premium by payroll deduction subject to the contributions herein provided. The City shall pay 95% of the actual premium for an individual policy per month but not to exceed $933.49. The City shall pay 78% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees but not to exceed $1,647.57 with respect to a single plus spouse plan or $1,498.92 with respect to a single plus child or children plan or $1,929.23 with respect to a single plus family plan ("Contribution Cap"). The Contribution Cap applicable to each coverage tier, i.e. individual, single plus spouse, single plus child or children or family coverage tier, shall be increased by fifty percent (50%) of any increase between the HMO Tier 1 premium for such coverage tier in the current year and the recommended HMO Tier 1 premium for such coverage tier in the subsequent year. If the employee elects coverage under a PPO option, if offered, the City's contribution to payment for such PPO shall be in the same dollar amount as if the employee had elected coverage under the HMO Tier 1 option for the same coverage tier. If an employee elects coverage under a high deductible health plan with Health Savings Account ("High Deductible HSA"), if offered, the City's monthly contribution for the High Deductible HSA shall be One Hundred Dollars ($100.00) per month less than monthly contribution required for the City's HMO Tier 1 plan, at the same coverage tier, and the City will contribute Sixty Six Dollars and 67 Cents ($66.67) per month to each employee's health savings account under such High Deductible HSA.

23.2. The City will pay up to twenty-five dollars ($25.00) per month toward the full

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cost of individual or family dental coverage. The City will provide a dental plan with no deductible.

23.3. Police officers who retire or are laid off during the term of this Agreement may retain the insurance coverage provided for herein by assuming the full cost of the premiums for such insurance.

23.4. If a police officer is killed in the line of duty, the City shall pay the full cost of health insurance and dental coverage for the employee's surviving spouse and children. Such payments for the surviving spouse will end two (2) years after the employee's death or upon the spouse's remarriage, whichever occurs first. Payments for a child will end two (2) years after the employee's death or upon the child reaching the age of nineteen (19) years, whichever occurs first.

ARTICLE 24. MILITARY LEAVE

Any permanent employee who presents official orders requiring his attendance for a period of training or active duty as a member of the United States Armed Forces shall be entitled to military leave for a period or periods not to exceed a total of six months in any consecutive two years, and he shall be entitled to full pay from the City for such period. Military leave shall be in addition to, and may not be concurrent with, authorized vacation leave. If an employee receives multiple (two or more) orders for deployment for extended periods of six (6) or more months in a three year period, the following provision shall apply to the second or subsequent deployment: Any base pay received by the employee from the military for his regularly scheduled city work days during which he is placed on military leave status, excluding additions to base pay, and travel and meal allowance, up to an amount

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equal to the military leave pay provided to him by the City, shall be paid by the employee to the City.

ARTICLE 25. VACATION LEAVE

25.1 Every police officer with less than five (5) years completed continuous service with the City shall accrue vacation leave at the rate of ten (10) hours for each completed month of service.

25.2 Every police officer with more than five (5), but less than ten (10) years of completed continuous service with the City shall accrue vacation leave at the rate of twelve (12) hours for each completed month of service.

25.3 Every police officer with more than ten (10), but less than fifteen (15) years of completed continuous service with the City shall accrue vacation leave at the rate of fourteen (14) hours for each completed month of service.

25.4 Every police officer with more than fifteen (15) years of completed continuous service with the City shall accrue vacation leave at the rate of sixteen (16) hours for each completed month of service.

25.5 The vacation leave above provided shall be in addition to any and all vacation leave accrued pursuant to the provisions of Article 26 (Holidays) of this Agreement.

25.6 Credit for vacation leave may be accumulated to a maximum of twice the amount accrued annually by the particular police officer at any one time, and such leave may be granted in minimum and maximum periods as provided by the Chief, with the approval of the Mayor; provided, however, that vacation leave will not be granted in excess of credit therefor earned prior to the starting day of leave.

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The Chief shall keep the necessary records of vacation leave allowance. Vacation schedules shall be worked out between the Chief and the police officers. The police officer in the classification with the longest consecutive length of service with the Department shall be given first choice, the next senior police officer second choice, and the like for succeeding conflicts, if any. Each police officer shall be assigned the dates on which he/she is required to sign for first and second vacation choices. Each police officer will be made aware of his/her selection dates by a notice attached with his/her pay check for October. Selections shall commence on November 10. If an officer fails to sign up for vacation on the assigned dates, he/she will be passed, until he/she signs the selection list. The dates should be spread out, with one officer scheduled each day in each working unit. The failure of an officer to sign for vacation on his/her assigned dates shall not be grievable pursuant to this Agreement, as long as the City maintains records showing that the notice required hereunder was attached with his/her pay check.

25.7 For the purpose of calculating accrual of vacation leave, the term "continuous service" shall mean the total number of years of completed service with the City of Pueblo in any employment capacity, without a separation from said service. Leave, suspensions, and periods of time during which a police officer is laid off due to reduction in force shall not be considered as breaking the continuous nature of his service, but neither shall such periods of time during which said police officer is laid off be included in the computation of the number of his completed years of service with the City. Any police officer who voluntarily terminates his service as a police officer and subsequently returns to duty as such shall have his continuous service counted from the date of his return.

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25.8 At his written request, a police officer annually shall be paid in money the equivalent of up to eighty (80) hours of vacation time. Following submission of a written request, a Personnel Action Form ("PAF") will be generated to initiate the payment. The Police Department will keep written requests on file and the City will honor all signed forms accordingly by duly paying such vacation time, assuming sufficient vacation balance is available to the Police Officer. If the approved written request and PAF are received by the City Finance office prior to the 20th day of any month, the payment for such vacation will be issued on the date of the normal payroll distribution in the same month. If the approved written request and PAF are received by the City Finance office after the 20th day of any month, payment for such vacation time will be issued the following month. Such payments will occur on the normal payroll distribution date in accordance with the submission deadlines above in the form of a separate check. Every effort will be made to process such requests in a timely fashion. In the event of an emergency, a Police Officer may be paid the equivalent in money for such vacation leave as he is entitled to for that year, with the approval of the Mayor.

25.9 Upon separation for any reason of an employee from the service and employment of the City of Pueblo, the employee shall be paid at his regular rate of pay, immediately for the amount of accrued vacation leave standing to his credit as of the effective date of his separation. In the event of death of a police officer, such sums shall be paid to the beneficiary designated by the officer and if no beneficiary is designated to the surviving spouse of the officer. In the event there shall be no surviving spouse, then such sums shall be paid to the estate of such employee.

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ARTICLE 26. HOLIDAYS

26.1 The following days are Holidays for the purposes of this Agreement:

(a) The first day of January (New Year's Day)

(b) The third Monday in January (Martin Luther King Day)

(c) The third Monday in February (Presidents' Day)

(d) The last Monday in May (Memorial Day)

(e) The nineteenth day of June (Juneteenth Day)

(f) The fourth day of July (Independence Day)

(g) The first Monday in September (Labor Day

(h) The second Monday in October (Columbus Day)

(i) The fourth Thursday in November (Thanksgiving Day)

(j) The day after Thanksgiving

(k) The twenty fifth day of December (Christmas Day)

(l) Any day that may be designated as a holiday by proclamation of the President of the City Council.

26.2 Police Officers shall not be entitled to any Holiday benefits as such but shall receive eight (8) hours of vacation at the end of each completed year of service for each holiday heretofore enumerated.

26.3 Each employee working for the City on any election day shall be allowed such time off as is necessary to vote. Such time off shall be scheduled by the Chief. This section shall not apply to any employee whose hours of employment on the day of the election are such that there are three (3) or more hours between the time of opening and

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the time of closing of the polls during which the employee is not employed on the job.

26.4 Credit for vacation leave accrued under Section 26.2 of this Article may be accumulated to a maximum of twice the amount accrued annually by the particular Police Officer at any one time.

26.5 Employees may take sixteen (16) hours of personal leave during the calendar year. Such time shall not accumulate; employees, however, may submit a written request to be paid for these sixteen (16) hours of personal leave on an annual basis. The Police Department will keep written requests on file and the City will honor all signed forms accordingly by duly paying such personal holiday time. If the approved written request and PAF are received by the City Finance officer prior to the 20th day of any month, the payment for such personal holiday will be issued on the date of the normal payroll distribution in the same month. If the approved written request and PAF are received by the City Finance office after the 20th day of any month, payment for such personal holiday time will be issued the following month. Such payments will occur on the normal payroll distribution date in accordance with the submission deadlines above in the form of a separate check. Every effort will be made to process such requests in a timely fashion.

ARTICLE 27. SICK LEAVE

27.1 Sick leave shall be accrued by each permanent full time police officer at the rate of twelve (12) hours for each month of completed full time service for the City of Pueblo to a maximum of one thousand and six hundred (1,600) hours. An employee hired on or after January 1, 1996 shall accrue sick leave at the rate of ten (10) hours for each month of completed full time service for the City of Pueblo to a maximum of one thousand

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and six hundred (1,600) hours.

27.2 Paid sick leave to the extent the same is accrued and unused shall be granted to police officers in case of actual illness, injury or disability of the police officer, occurring without negligence of the police officer; or for an amount and reasons consistent with that required under the Healthy Families and Workplaces Act ("HFWA") each calendar year for illness of the employee's spouse, child, parent, parent-in-law, or member of the employee's household, subject to verification thereof. A medical certificate subscribed by the treating physician on forms supplied by the City shall be required for any absence for which paid sick leave is claimed by the employee for his own illness, injury or disability exceeding four (4) consecutive working days when such leave is covered and designated under the HFWA and three (3) consecutive working days once any leave under the HFWA has been exhausted; provided, further, the Mayor, or the Chief in any case of suspected abuse of sick leave privileges, may require such medical certificate for any absence for which paid sick leave is claimed by the employee. Requests for sick leave for an officer's last scheduled work shift before a vacation or scheduled time off, or for his first regularly scheduled work shift after a vacation or scheduled time off may be indicative of such abuse. Use or attempted use of paid sick leave benefits for any reason other than actual illness or disability shall be deemed an activity unbecoming an employee of the City. Disability caused by injury while on duty shall be compensated as otherwise provided.

27.3 Upon separation for any reason, other than death, discharge, or retirement an officer hired prior to January 1, 1996, whose sick leave accumulation exceeds six hundred (600) hours shall be paid at his regular rate of pay for the amount of sick leave

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accumulated over six hundred (600) hours but not to exceed six hundred (600) hours.

27.3.1 Upon separation due to retirement or death, an officer hired prior to January 1, 1996, shall be paid at his regular rate of pay for all accumulated sick leave, but not to exceed nine hundred and sixty (960) hours. For the purpose of this section, an officer separating by resignation or lay-off, after twenty or more years service, shall be considered to be retiring.

27.3.2 In the event of death, such sum shall be paid to the beneficiary designated by the employee and, if no beneficiary is designated, to the surviving spouse of such employee. In the event there shall be no surviving spouse, then such sum shall be paid to the estate of such employee.

27.3.3 Separation benefits shall be paid immediately upon the effective date of separation.

27.3.4 Employees hired on or after January 1, 1996 shall not be reimbursed for unused sick leave upon separation.

27.3.5 Reserved.

27.3.6 Employees who have at least 15 years of service and nine hundred and sixty (960) hours of accrued, unused sick leave to their credit, may annually sell back up to eighty (80) hours of sick leave for 1/2 pay. The number of sick leave hours sold back to the City shall be deducted from the employee's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of one thousand and six hundred (1,600) hours. The amount of hours available for buy back under Sections 27.3 and 27.3.1 shall be permanently reduced by one half of the hours sold back to the City. The Police

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Department will keep written requests on file and the City will honor all signed forms accordingly by duly paying such sick time. If the approved written request and PAF are received by the City Finance office prior to the 20th day of any month, the payment for such sick time will be issued on the date of the normal payroll distribution in the same month. If the approved written request and PAF are received by the City Finance office after the 20th day of any month, payment for such sick time will be issued the following month. Such payments will occur on the normal payroll distribution date in accordance with the submission deadlines above in the form of a separate check. Every effort will be made to process such requests in a timely fashion.

27.3.7 No sick leave benefits shall be payable to any employee injured while in the employ of an employer other than the City of Pueblo.

27.3.8 MATERNITY LEAVE. An employee shall be granted leave for the birth of the employee's child. Maternity leave shall commence at the time of the child's birth or at the time recommended by the mother's physician and such leave shall expire upon the physician's written recommendation or six weeks from the date of birth, whichever occurs first.

27.3.9 PATERNITY LEAVE. Paternity leave shall not exceed three (3) weeks and shall commence at the time of the birth of the child, unless otherwise agreed by the employee and the appropriate supervisor.

27.3.10 MATERNITY/PATERNITY ACCRUAL: An employee may utilize either sick leave, vacation leave, or such leave as may be available under the Family Medical Leave Act of 1993 for maternity/ paternity purposes.

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ARTICLE 28. FUNERAL LEAVE

28.1 In the event of the death of an employee's spouse, spousal equivalent as defined in section 6-8-1 (33.1) of the Pueblo Municipal Code of Ordinances, child, including step-child, parent, including step-parent, brother, sister or grandchild occurs, the employee shall be entitled to paid administrative leave up to ten (10) consecutive scheduled work days for funeral leave. Such leave shall not be accrued or subject to any maximum and not charged against other employee leave.

28.2 In the event of the death of an employee's grandparent, mother-in-law, father-in-law or other relative residing in the same household as the Officer, the employee shall be entitled to take leave for ten (10) consecutive scheduled work days for funeral leave. Such time off shall be paid and covered by sick leave or other accrued leave, assuming the employee has a sufficient amount of paid leave available.

28.3 Each Police Officer shall be entitled to paid leave from duty for one (1) calendar day per year to attend the funeral of a person other than the Officer's immediate family provided the employee has sufficient paid leave available.

28.4 In the event of the death of a departmental employee, employees of the Police Department may be granted funeral leave not to exceed four (4) hours for attendance at the funeral.

ARTICLE 29. DUTY DISABILITY - INJURY LEAVE

29.1 ACCRUAL OF BENEFITS. Each permanent, full-time employee injured while in the performance of his duties as a police officer for the City of Pueblo inside or outside the City limits shall be paid injury leave in a sum equal to the employee's full salary

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for the period of disability not to exceed one calendar year from the date of injury, except that an employee who undergoes surgery for such a duty injury shall be entitled to a total of one year of such paid injury leave, during a period ending two years from the date of injury, whenever he may be disabled and unable to work as a result of such duty injury. Even though the period of time during such an employee who undergoes surgery for a duty related injury is two calendar years from the date of such duty injury, the total amount of said injury leave to which an employee is entitled is a sum equal to one year of such employee's full salary. Notwithstanding the foregoing, no officer shall be eligible for such injury leave if it is determined by the Chief that the injury was caused, at least in part, by the injured officer's engagement in a "frolic," or the injury was caused by the injured officer's willful failure to observe reasonable standards of safety for police officers.

Injury leave benefits as set forth herein are maximum benefits for each injury. Employees on injury leave shall be granted all employees' benefits the same as if they were in active service of the City.

29.2 OTHER BENEFITS. Injury leave benefits provided for herein shall be withheld from any employee entitled thereto unless and until he makes a claim for compensation under the Worker's Compensation Act of Colorado or elects to otherwise pursue a different remedy under the provisions of 8-52-100 et. seq. C.R.S. 1973.

Worker's Compensation temporary disability benefits paid or payable to an employee for the same period of time he receives injury leave benefits hereunder shall be deducted by the City from said injury leave benefits.

Receipt of injury leave benefits hereunder by an employee shall operate as and be a

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partial assignment to the City of said employee's interest in and to any cause of action against a third party as defined in Title 8, Article 52, C.R.S. 1973, as amended, to the extent of injury leave benefits paid or payable hereunder by the City to said employee. During such time as he is receiving injury leave benefits hereunder and for a period of sixty (60) days from and after the receipt of the final payment thereof, said employee shall have an exclusive right to engage the services of an attorney-at-law to settle or otherwise dispose of said cause of action which shall not be settled or otherwise disposed of without the written consent of the City. If said employee engages the services of an attorney as aforesaid, the City shall not be liable for costs or attorneys' fees in connection therewith; however, in lieu thereof, the City agrees to limit its pro rata share of any recovery so effected to seventy-five percent (75%) of injury leave benefits paid or payable to the employee hereunder. If said employee fails to engage the services of an attorney, as aforesaid, the City may take such action as it deems advisable for the recovery of one hundred percent (100%) of all injury leave benefits paid to said employee, and said employee will cooperate with the City in such action as it may take and furnish any and all papers and information in his possession deemed by the City to be necessary in connection therewith.

29.3 INJURY WHILE EMPLOYED BY THIRD PERSON. No injury leave benefits shall be payable to any employee injured while in the employ of an employer other than the City of Pueblo.

29.4 An employee eligible for a disability pension will take all necessary steps to obtain a disability pension upon commencement of such disability. Upon actual receipt of disability pension payments, the employee shall be ineligible to receive injury

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leave, or any other leave. Any retroactive pension payments received by the employee for any period that the employee received injury or sick leave pay shall be reimbursed to the City or deducted from the employee's separation check. The employee shall provide to the City all pension documentation necessary to calculate the correct amounts.

ARTICLE 30. PARTIALLY DISABLED EMPLOYEES - LIGHT DUTY

30.1 If, as a result of an injury or illness, an employee is temporarily disabled and unable to efficiently perform the duties of his position, but is able to efficiently perform the duties of some other position of the Police Department in which a vacancy exists and which position is compatible with the employee's skills and abilities, then the Chief may refer the employee for placement in such vacant position for a period not to exceed six (6) months or as otherwise provided in Section 30.6. Upon approval of the department head and Mayor, the employee may be so employed. Such assignment shall be called light duty.

30.2 The salary of an employee on light duty shall be at least equal to the salary at which he was employed at the time of his injury or illness.

30.3 During his period of temporary disability in a paid status, the said employee shall be entitled to pay pension contributions and shall continue to receive health-medical plan benefits, and accrue credits for sick leave and vacation leave.

30.4 Upon presentation of a doctor's certificate stating that the employee is physically capable of performing all the duties of the position in which he was classified to work at the time of his injury or illness, he or she shall be returned to full duty at that classification. If the department head determines that the work of the employee upon return to work is not satisfactory, the department head may cause the employee to be re-examined

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to determine his or her ability to perform.

30.5 Any employee who refuses to cooperate in the placement program, by failure to accept or continue in the employment offered, shall, as of any such refusal, be disciplined.

30.6 The six month limitation in the above Section 30.1 may be applied separately to each act or condition upon which any resulting injuries or illnesses occur. The determination of whether an injury or illness results from the same act or condition or a separate act or condition shall rest solely in the discretion of the City, and any such determination shall not be subject to grievance and arbitration by the Union under this Agreement.

If an employee who qualifies for light duty also qualifies for injury leave based upon the same injury or illness (herein "Work Related Light Duty"), the City may extend the light duty assignment beyond six months and until the employee reaches maximum medical improvement as determined by the City's designated physician. Work Related Light Duty shall take precedence over and may displace light duty assignments to an officer based upon a non-duty related illness or injury.

ARTICLE 31. COMPENSATION DURING PAID LEAVE

Except as otherwise provided in this Agreement, a police officer, during periods of authorized leave with pay, shall, in addition to being paid his salary as if he were performing duties during such periods of leave, receive the following benefits and compensation as if he were present and performing his regular duties:

31.1 Accrual of vacation and sick leave;

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31.2 Uniform allowance;

31.3 College education bonus;

31.4 College tuition reimbursement;

31.5 Longevity compensation;

31.6 Insurance coverage;

31.7 Shift differential;

31.8 Such other benefits as by the terms of this Agreement are intended to be available during periods of authorized leave.

ARTICLE 32. LEAVES OF ABSENCE

32.1 The Police Chief after consultation with the Mayor may authorize special leaves of absence without pay for any period or periods not to exceed six (6) calendar months in any one calendar year for the following purposes: attendance at college, university, or business school for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the City, for an extended period such as settling estates, liquidating a business, maternity, serving on a jury and attending court as a witness, and for purposes other than above that are deemed beneficial to the City service.

32.2 The Mayor may authorize special leaves of absence without pay for any reasonable purpose and for any reasonable length of time upon the request of a police officer.

32.3 If after exhaustion of all available leave, including injury, vacation and sick leave, a police officer shall fail or be unable to return to work due to physical disability

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he shall, at his request, be placed on special leave without pay until he is able to return to work, but in no event shall such special leave exceed one year. Such special leave shall be automatically terminated if and when the employee is granted a disability or other pension pursuant to the Statutes of the State of Colorado and ordinances of the City of Pueblo establishing pensions for police officers. During such time that an employee is on special leave under this article, the employee shall respond to phone calls, phone messages or other electronic or written communication from City of Pueblo staff within a reasonable amount of time not to exceed three (3) business days. Absent such contact by the City, the employee shall provide a status update via email to City of Pueblo staff in intervals no longer than thirty (30) days while on special leave. At the exhaustion of special leave under this article, if an employee is unable to return to duty, his or her employment shall be terminated regardless of whether the employee has been granted a disability or other pension pursuant to any Colorado statute and/or City of Pueblo ordinance establishing pensions for police officers.

32.4 When a member of the bargaining unit incurs a serious non-service connected illness or injury with medical verification and the illness or injury extends one week after all available paid leave has been utilized, members of the bargaining unit may voluntarily transfer to the affected member's vacation leave account enough current earned vacation time to maintain the affected bargaining unit employee in a pay status, without accrual of vacation or sick leave, for a period not to exceed 1,120 hours of duty time. After the one week waiting period, the ill or injured employee shall be paid retroactively from the transferred vacation, if any, for that one week. This policy shall be strictly voluntary on the

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part of the members of the bargaining unit. Any combination of paid or unpaid leave under Section 32.3 and 32.4 shall not exceed one year.

32.5 When a police officer requests and receives a leave of absence without pay pursuant to this Article, such leave shall not be considered as breaking the continuous nature of his service, but neither shall such period be included in the computation of the number of his completed years of service.

ARTICLE 33. WORK SCHEDULE

33.1 There shall be two (2) prescribed work schedules and shifts for police officers, denominated as schedules "A," or "B," as hereinafter set forth:

A. (1) The basic daily work shift for police officers assigned to the "A" schedule shall consist of eight (8) consecutive hours of duty in any twenty four (24) hour period. However, once during each twenty eight (28) day work period, a police officer assigned this schedule may be required to work at his regular rate of pay for more than eight (8) hours in a twenty four (24) hour period for the purpose of accomplishing rotation of shifts, or attendance at inservice training scheduled for three (3) or more consecutive days.

(2) The work schedule of such police officers during each twenty eight (28) day work period shall provide for two (2) consecutive days off during each seven (7) consecutive days within the work period. Police officers shall not be required to work more than five (5) consecutive days of duty, at their regular rate of pay, except for the purpose of shift rotation, or rotation of days off, when they may be required to work up to eight (8) consecutive days at their regular rate of pay.

B. (1) The basic daily work shift for police officers assigned to the "B"

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schedule shall consist of ten (10) consecutive hours in any twenty four hour period. Officers working in the operations bureau of the police department shall be assigned to this "B" shift and schedule.

(2) The work schedule of such police officers during each twenty eight day work period shall provide at least three (3) consecutive days off for each four (4) days worked. Such officers shall not be required to work more than four (4) consecutive days, at their regular rate of pay, except for the purposes of professional development training which may require a five (5) consecutive eight (8) hour day schedule. Such officers have at least one day before and one day after such training as days off. Professional development training, which utilizes the change of schedule authorized by this section, shall not be required more than three (3) times annually.

(3) Except for officers assigned the "B" schedule in the Traffic Unit, regularly scheduled days off shall rotate for police officers assigned the "B" schedule by rotating forward one (1) day at the end of each seven consecutive, work weeks. In order to accomplish such rotation of scheduled days off, such rotating officers shall have four consecutive days off, then resume the schedule of three consecutive days off, until their next scheduled rotation of days off. The initial rotation for one of the teams on each watch shall occur in the fourth week after this schedule is implemented, as a starting point for that team's rotation. In no event shall an officer have more than one instance of four consecutive days off during any seven consecutive, work weeks unless assignment changes are made at administration's direction or as the result of an approved leave.

(4) Officers assigned the "B" schedule in the Traffic Unit shall work

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the non-rotating schedule approved and implemented on February 27, 2017.

(5) Officers assigned the "B" schedule in the patrol division shall work frozen shifts and shall bid for their shift assignments pursuant to Article 44 of this Agreement.

33.2 During each work day, when conditions reasonably permit, each police officer shall be entitled to one half (1/2) hour as a meal break. Police officers on meal break shall be allowed to remain out of service and out of their assigned beats unless the needs of the department require their immediate return to police duties.

33.3 There shall be no split shifts.

ARTICLE 34. REPORTING

34.1 Any officer or employee who finds it necessary to be absent from duty due to emergency, shall report the reasons therefor to his supervisor or department at least one hour before working time, on the first day of such absence. If this is not possible, the employee shall report to his supervisor or department at the earliest possible time and shall state the reasons for his failure to report at least one hour before working time. Failure of an employee to so report may be grounds for disciplinary action.

34.2 All unauthorized absences without leave shall be grounds for disciplinary action. Forfeiture of pay shall be made for all periods of unauthorized absences.

34.3 Unauthorized absences for more than forty (40) consecutive work hours shall be deemed to be and shall constitute a resignation from employment by the employee.

ARTICLE 35. MISCELLANEOUS PROVISIONS

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35.1 Shift schedules shall not be assigned arbitrarily or capriciously with respect to police officers who are enrolled in course work at an accredited institution of higher education that is job related and has been approved in advance by the Mayor.

35.2 Notice shall be given to the Union at least sixty days prior to any promotional examination for a class listed in Article 14 of this Agreement. A reading material list shall be provided at least six months prior to the test if new material is added, changed or deleted since the previous year's reading material list. Upon request of the Union, a meeting shall be held by two designated representatives of the Union, and two designated representatives of the City, who shall meet with the Civil Service Commission to discuss concerns relating to the scheduling of such promotional examinations.

35.3 Employees shall keep the City informed of their current address, phone number, and such other information as the City may reasonably require.

35.4 SMOKING PROHIBITED

In accordance with Section 7-6-4 of the Pueblo Municipal Code, smoking by any member of the bargaining unit is prohibited in all enclosed facilities, including buildings and vehicles which are owned or leased by the City of Pueblo. An outdoor area adjacent to the Police Department Building located more than twenty (20) feet from any entryway thereto shall be and is hereby designated as a smoking area. The City shall construct in said designated area a weather shelter.

35.5 FAMILY MEDICAL LEAVE.

The parties understand that they are subject to the Family and Medical Leave Act of 1993, and that all applicable provisions of the FMLA are controlling over any provisions of

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this agreement in conflict therewith.

35.6 TAKE-HOME VEHICLES

City owned vehicles may be assigned to officers as take-home vehicles at the discretion of the Chief of Police and subject to reasonable rules and regulations of the Police Department.

35.7 The City and the Union agree to establish a committee consisting of representatives of the Fire Union, the Police Union, and the City. The committee shall meet, when requested by one of the parties, to study, consider and make recommendations to the parties regarding drug-testing programs for public safety employees. The consultations and recommendations of the committee shall not be subject to the grievance or arbitration procedure of this Agreement and shall not be binding upon any of the parties.

ARTICLE 36. DISCIPLINE AND DISCHARGE

36.1 A newly hired police patrol officer serving an entry level probationary period shall have no right to appeal his or her discipline or discharge under this Agreement.

36.2 The Union recognizes that the employer has the authority to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Any employee, except an entry-level probationary employee, who is subject to discipline may appeal same pursuant to the grievance procedure or to the Civil Service Commission pursuant to Title VI of the Code of Ordinances, but not both. The filing of any appeal under one procedure constitutes a waiver of any right to appeal in another forum. Specifically, the grievance procedure set forth herein may not be utilized by an employee who has utilized the Civil Service appeal procedure.

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36.3 In the event disciplinary action more punitive than a written reprimand is recommended or considered by the Chief of Police, the Chief of Police shall provide the employee with written notice that includes: A scheduled meeting date no less than five (5) calendar days after such delivery of the notice and an opportunity to respond orally or in writing on or before the meeting date. The written notice will be considered to be delivered upon personal delivery to the employee or, if served by mail, one (1) day after the statement has been mailed by FedEx Standard Overnight mail to the employee. When an employee is off duty including on approved leave whether it be vacation, injury or any other form of approved leave, the employee shall not be served personally but shall be served by FedEx Standard Overnight mail.

36.4 Appeal of disciplinary matters involving suspension or discharge may be initiated at step three of the grievance procedure within seven (7) days of the date of the action.

36.5 Any employee who is the subject of a citizen's written complaint, on a matter which is not of a criminal nature, filed with the Internal Affairs Office shall be provided with a copy of the complaint in writing as soon as possible and he/she shall respond, if requested, within forty-eight (48) hours. Such an employee shall not be required to submit to interrogation regarding such complaint upon less than forty-eight (48) hours' notice, subsequent to the officer's receipt of the complaint. Nothing contained herein, however, shall preclude an officer from voluntarily discussing a complaint at any time. Upon final resolution of such investigation, the employee will be notified as soon as possible of the resolution.

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36.6 If an employee has not received a disciplinary action, excluding demotion, suspension or dismissal, for a period of three (3) years, he/she may request that all disciplinary action, excluding demotion, suspension and dismissal, over three (3) years old be removed from his/her file maintained in the City Personnel Department.

36.7 Except, pursuant to a court order, or by consent of the employee, no portion of an investigative Internal Affairs report, on a matter which is not of a criminal nature, shall be given to, or maintained by anyone outside the City's Police Department or the city administration, except as necessary to accomplish any personnel action.

36.8 Without limiting the right to representation granted an employee by City ordinance, City Charter, law or constitution, any employee shall be entitled to representation by attorney, union representative or fellow employee in any meeting with a supervisor or internal affairs investigator, if such employee reasonably suspects that the subject matter of such meeting could result in disciplinary action.

ARTICLE 37. GRIEVANCE PROCEDURE

37.1 An employee and/or the Union, or the City, when damaged by an alleged violation of an express term of this Agreement, or by discrimination violative of State or Federal law, may process a grievance in strict conformity with the procedures and provisions set forth in this Article.

37.2 REPRESENTATION.

Any police officer may seek the assistance of a union representative in the preparation and presentation of a grievance. However, any employee may seek redress or adjustment of grievances or complaints by discussion with appropriate Police Department

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officials without the necessity of consulting with the Union nor involving a Union representative in such discussions.

37.3 GENERAL.

37.3.1 DAYS. Whenever the word "days" is used in this Article, that word shall mean calendar days.

37.3.2 WRITTEN GRIEVANCE. Any grievance to be processed beyond the first step of the grievance procedure must be in writing and must state each of the following: (a) the matter complained of; (b) the date on which the matter complained of occurred; (c) the sections or provisions of the Collective Bargaining Agreement allegedly misapplied or misinterpreted; (d) the disposition sought by the grievant; (e) the signature of the grievant or grievants who claim to be aggrieved by the matter being complained of and to whom any remedies shall apply; and, (f) the date of the grievance.

37.3.3 Any City official may take any action through a designee or alternate.

37.4 GRIEVANCE PROCEDURE.

37.4.1 The grievant will attempt to informally resolve grievances whenever possible through discussion with his supervisor. Unless a grievance arises at a higher administrative level, supervisory employees in the Police Department shall meet with the grievant and participate in such discussions and attempts to resolve grievances.

37.4.2 STEP ONE. If the matter is not resolved, the grievance must be presented to the grievant's Deputy Chief in written form, in accordance with the conditions set forth above, within fourteen (14) calendar days of the date on which the incident or event giving rise to the grievance occurred or when the grievant knew or should have known of

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the facts giving rise to the grievance. The Deputy Chief shall give his written answer to the grievance within seven (7) days of the date on which he or she received the grievance. The Deputy Chief and the Union/Grievant may agree in writing to extend the time to answer the grievance for the purpose of allowing the parties to meet to discuss the grievance.

37.4.3 STEP TWO. If the grievant is not satisfied with the answer provided by the Deputy Chief, the grievant and/or the Union may request a meeting with the Chief or his or her designee to hear such grievance, provided that the request is made in writing, signed by the grievant and/or the Union, and is presented to the Chief or his or her designee within seven (7) calendar days of the date of the Deputy Chief's answer in the previous step of the procedure. The meeting to hear such grievance shall be held within seven (7) calendar days of the filing of the request for such meeting. The Chief or his or her designee shall answer the grievance in writing within seven (7) days of the date on which the meeting is held. The Chief may require the presence of an individual grievant at this Step, if the grievance was filed by a single individual. Employees required to attend such a meeting when they are not otherwise on duty or on paid leave shall be compensated at the rate of time and one-half in cash for a minimum of one (1) hour.

37.4.4 STEP THREE. If the grievant is not satisfied with the decision of the Chief or his designee, the Union may request a meeting with the Mayor or his designee provided that such request is in writing, is signed by the grievant and/or the Union and provided that the request is presented to the Manager or his designee within seven (7) days of the date of the written answer provided by the Chief or his designee. The meeting relating to such grievance shall be held within ten (10) calendar days of the filing of the request for

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such meeting. The Mayor shall answer the grievance in writing within ten (10) days of the date on which the meeting was held.

37.4.5 STEP FOUR. If the decision rendered by the Mayor or his designee is unsatisfactory to the grievant, the Union may within fifteen (15) days following receipt of the answer of the Mayor request the appointment of an arbitrator pursuant to the American Arbitration Association's then current Labor Arbitration Rules, by filing the appropriate Demand. Arbitration shall be pursuant to the then current rules of the American Arbitration Association and the Uniform Arbitration Act. The decision of the Arbitrator shall be final and binding on the City, the employee and the Union.

37.5 MISCELLANEOUS PROVISIONS.

37.5.1 Any grievant may, upon request, be represented at any level of this grievance procedure by a representative of the Union, or by counsel with the approval of the Union, but no employee may be represented by any representative of any employee organization other than the Union. Any employee may discuss any matter, including the presentation of a grievance, with the Department and may have such grievance adjusted without intervention by the Union, provided that any such adjustment shall not be inconsistent with the terms of this Agreement.

37.5.2 The fees and expenses of the arbitrator shall be borne equally by the parties, and each party shall pay its own costs for such arbitration.

37.5.3 If the grievant and/or the Union shall agree in writing to waive their right to utilize such other administrative forums available to them, charges of discrimination may be heard by an Arbitrator.

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37.5.4 All claims for back wages shall be limited to the amount of wages that the grievant otherwise would have earned less any compensation received for any employment obtained subsequent to removal from the City payroll and less any unemployment compensation benefits. If the State Department of Labor, Division of Employment and Training, seeks reimbursement from the grievant for unemployment compensation benefits received, the grievant shall provide to the City a copy of the State's request for reimbursement and the City shall reimburse the State on the grievant's behalf.

37.5.5 The processing or discussing of any grievance filed under this Agreement, may be during the working time of the grievant and the Union representative involved, if any, to a reasonable extent. The City will take the employees work schedule into account in scheduling grievance hearings when possible.

37.5.6 TIME LIMITS. The time limits set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not appealed to the next step of the grievance procedure within the time limits provided at any step, such grievance shall be declared closed and settled on the basis of the most recent City decision. In the event of failure to answer a grievance or hold a meeting within the time limit provided, it shall be considered a denial and the Union may appeal the grievance to the next step of the procedure in accordance with the time limitations specified. Extensions of time may be requested by either party. To be effective, any extension of time must be set forth in writing.

37.5.7 Any provision of this Agreement to the contrary notwithstanding, the following matters shall not be proper subjects for the grievance procedure provided in this Article.

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37.5.7.1 Any matter which arose outside of the period during which this Agreement, or the immediately preceding Agreement, is effective.

37.5.7.2 Any matter not within the administrative control of the City.

37.5.8 The City by and through an officer, official or employee of the City may initiate a grievance alleging that the Union, a Union official or employee has violated an express provision of this Agreement by filing a grievance with the President of the Union within fourteen (14) days of the occurrence of the violation or, within fourteen (14) days of the date knowledge of same was received by the City official involved. The Union president shall respond to the grievance in writing within seven (7) days of the date on which he received it. In the event the matter is not resolved the City may, at its option, demand arbitration by giving notice of intent to submit to arbitration to the president of the Union within fifteen (15) days following receipt of the answer of the Union president. Arbitration shall be pursuant to the then current Rules of the American Arbitration Association and the Uniform Arbitration Act. The decision of the arbitrator shall be final and binding on the City, the employee and the Union.

37.5.9 The privilege of processing grievances on duty time will not be abused.

37.5.10 SCOPE OF ARBITRATOR'S AUTHORITY. The findings and decision of the arbitrator shall be consistent with applicable Colorado law and with the expressed terms of this Agreement. The arbitrator shall have no power or authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

ARTICLE 38. PAYROLL DEDUCTION OF DUES AND FEES.

38.1 The City shall, on a regular basis, deduct dues and fees uniformly

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required of all similarly situated police officers from the pay of all Police Officers who have voluntarily authorized such deductions in writing on a form provided for this purpose by the Union or the City; the Union will notify the City as to the amount of dues, or dues and initiation fees, to be deducted. Such notification will be certified to the City in writing over the signature of the authorized officer or officers of the Union. Changes in the Union membership dues or fees will be similarly certified to the City and shall be done at least forty-five (45) days in advance of the effective date of such change. The City will remit to the Union such sums within thirty (30) days.

38.2 The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and shall negotiate agreements and bargain collectively for all employees within the bargaining unit, without discrimination and without regard to whether or not said employees are Union members.

38.3 If an employee has no earnings due him for the pay period in question, no deductions will be made for that employee for that period. The collection of money described herein other than for the current period shall not be the responsibility of the City.

38.4 The sole responsibility of the City will be to pay over to the Union any sums actually deducted from the pay of employees on a current basis. Any funds deducted as herein provided shall be paid to the Union Treasurer within thirty (30) days after such deduction.

38.5 The Union agrees to indemnify, defend and save the City and its employees harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or as a result of, any conduct taken by the City for the purpose of

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complying with this Article, except acts of negligence for which the City is responsible.

38.6 No party shall have any right or interest whatsoever in any money authorized withheld until such money is actually paid over to them in accordance with this Article.

ARTICLE 39. SEVERABILITY, SAVINGS, AND AMENDMENTS.

39.1 The provisions of this Agreement are severable and the legal invalidity of any provision or provisions shall not affect or invalidate other provisions. However, if any provision of this Agreement should be declared or rendered invalid by Congress, the state legislature or any court of competent jurisdiction, then the parties to this Agreement shall meet within fifteen (15) days from the date they learn of such declaration and negotiate in good faith for the purpose of agreeing upon a lawful provision which would accomplish the intent of the parties as expressed by the provision declared invalid.

39.2 Special, labor/management conferences involving matters of importance to either party may be arranged between the Union President and the Mayor or his designee. Representatives of the parties to this Agreement will meet within fifteen (15) days after receipt of notification. Any notification shall include a statement of the matter to be discussed at the meeting. The Union President shall be granted leave with pay to attend such special conference.

39.2.1 No party shall be obligated in any manner to agree to any proposed amendment and the failure to agree to any proposed amendment shall not initiate the arbitration or election procedures set forth in Section 8-14 of the Charter of the City of Pueblo. The failure of any party to reach agreement on any matter raised at a special

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conference shall not be indicative of bad faith, nor shall such failure initiate the grievance or arbitration procedures available under this Agreement. Provided, however, that either party may request the mediation services of the Federal Mediation and Conciliation Service to resolve any disagreement regarding a proposed amendment raised at a special, labor/management conference. The parties agree to participate in such mediation.

39.3 No amendments of, or appendix to, this Agreement is effective unless in writing and signed by representatives of both parties having actual authority to execute such amendment or appendix.

ARTICLE 40. WAIVER AND NOTICE

40.1 Failure of the City or the Union to enforce, or insist upon, the performance of any term, condition or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition or provision. No term, condition or provision of this Agreement shall be deemed waived by either of the parties hereto unless such waiver is reduced to writing and signed by an agent of the respective party who has actual authority to give such waiver. If such written waiver is given, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition or provision, which is the subject matter of the waiver.

40.2 Where any provision of this Agreement requires that any notice or information be given by one party hereto to the other party within a specified time, such requirement will not be met unless such notice is personally served upon the official of the other party designated to receive such notice under the terms of this Agreement or left at

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such person's residence with a person 18 years of age or older or regular business office during normal business hours with his secretary or clerk within the time limits specified in this Agreement.

ARTICLE 41. OTHER CONDITIONS

During the term of this Agreement, no existing practice affecting a mandatory subject of bargaining, as defined in Section 8-14 of the Charter of the City of Pueblo, shall be changed, except by mutual written agreement of the parties. The term "existing practice affecting mandatory subject of bargaining" does not include any right reserved to the City under Article 4 of this Agreement.

ARTICLE 42. ENTIRE AGREEMENT

The Union and the City agree that this Agreement is intended to cover all matters affecting wages, rate of pay, hours, grievance and disciplinary procedures, working conditions, and all other terms and conditions of employment and similar and related subjects, and that it supersedes and cancels all prior practices and agreements on matters covered by this Agreement, whether written or oral, and that during the term of this Agreement, neither the City nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

ARTICLE 43. PENSION CONTRIBUTION

For each person hired as a police officer on or after January 1, 1997, who is eligible for the death and disability coverage provided by part 8 of Article 31 of Title 31, C.R.S., the contribution to the FPPA death and disability pension fund required by Sec. 31-31-811(4) shall be assessed against the City in the amount of 2.6% of the member's

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applicable salary as set forth in Section 31-31-811(4); provided that if the required contribution level is increased, the amount in excess of 2.6% of the member's applicable salary shall be assessed against the member.

Each person hired as a police officer on or after January 1, 1997, shall be required as a condition of employment to make a monthly contribution through payroll deduction equal to the contribution on behalf of the member required under Section 31-31-811(4), C.R.S., in excess of 2.6% of the member's applicable salary.

ARTICLE 44. SHIFT ASSIGNMENT

44.1 Officers assigned to the patrol division or other working units of the police department, wherein they are assigned to one (1) or more frozen (non-rotating) shifts, shall be assigned to one (1) of the frozen shifts by the following methodology:

A. Once each year immediately prior to the annual selection of blocks of vacation, officers assigned to the Patrol

Division or other working units with frozen shifts shall bid for their shift assignments.

B. Assignments to frozen shifts shall be based upon consecutive length of service with the department and the selection methodology shall be the same as for vacation selection, except that Sergeants shall bid for shifts based upon their continuous service since last promotion. Sergeants shall bid as a group prior to patrol officers and corporals bidding as a single group.

C. The assignment of an officer to a frozen shift shall not be changed between annual assignments, except pursuant to the provisions of this Article or by transfer of the officer to a different division or working unit of the police department.

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44.2 Officers desiring to trade shift assignments for the remainder of an annual assignment term may do so by filing a request for trade with the division commander. Notice of such request shall be posted for ten (10) days. At the end of ten (10) days the officer may trade shifts with the most senior employee desiring the trade. If no officer agrees to trade, the officer requesting a trade shall remain with his frozen shift assignment. An officer may request a shift trade not more than once each six (6) month period.

44.3 A police officer transferred by the Chief of Police to a division or other working unit of the police department with frozen shifts, shall have the opportunity to select his shift assignment by bumping the least senior employee on the shift he desires, if there is no vacancy on such shift and if such bumped employee has less seniority than the bumping officer. A bumped officer shall exercise similar bumping rights within the same division or working unit; provided, however, that an officer assigned to a frozen shift from a different division or working unit after annual assignments may be assigned a frozen shift in another division or working unit based upon the operational needs of the Department on a temporary basis not to exceed eighty (80) work days in each calendar year.

44.4 The Chief of Police may transfer an officer from one frozen shift to another within the same division or working unit on a temporary basis not to exceed eighty (80) work days in each calendar year, provided that the reason for such transfer is not contrary to any of the other provisions of this agreement and is not for the purpose of avoiding the payment of overtime compensation.

44.5 The Chief of Police may involuntarily transfer an officer from one frozen shift to another within the same division or working unit, but such transfer shall be for just

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cause only, subject to the grievance procedure.

ARTICLE 45. SHIFT DIFFERENTIAL

45.1 For the purpose of determining eligibility for payment of shift differential, there shall be three (3) duty watches at the Pueblo Police Department as follows:

A. Watch I (days) shall constitute all duty assignments which begin between 6:00 a.m. and 10:00 a.m. of any work day.

B. Watch II (afternoons) shall consist of all duty assignments which begin between 10:00 a.m. and 4:00 p.m. of any work day.

C. Watch III (graveyard) shall consist of all duty assignments other than Watch I or Watch II.

45.2 In addition to all other compensation payable pursuant to this agreement, an officer assigned to Watch II for any portion of a calendar month shall be paid a shift differential for that month in an amount equal to eighty cents ($.80) per hour multiplied by the number of hours in a normal work month.

45.3 In addition to all other compensation payable pursuant to this agreement, an officer assigned to Watch III for any portion of a calendar month shall be paid a shift differential for that month in an amount equal to one dollar and sixty cents ($1.60) per hour multiplied by the number of hours in a normal work month.

45.4 For the purpose of this Article, a normal work month shall consist of one hundred seventy-three and eighty-three-one-hundredths (173.83) hours.

45.5 No officer shall be entitled to shift differentials under both Section 45.2 and Section 45.3 of this Article for the same month. If an officer is assigned to both Watch

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II and Watch III during the same month, he shall receive shift differential only for Watch III for that month.

Signed this _____ day of 9/10/2024 | 2:19 PM MDT, 2025.

CITY OF PUEBLO

By _____ Signed by: 3A85950B7BCA462...
Mayor

ATTEST:

DocuSigned by: 7C02EBDFFC3D43C...
City Clerk

APPROVED AS TO FORM:

City Attorney

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (IBPO) LOCAL 537

By _____ Signed by: Jimmie Quintana 274E43AD59B3499...
President

By _____ Signed by: Christopher Alarid 6F2C8E7582A04E6...
Secretary

APPROVED AS TO FORM:

Docusign Envelope ID: 7DD92CB1-35D7-4017-A05F-6C9F4DA7CE5D

IBPO Attorney

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City Clerk's Office Item # R8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director of Human Resources
Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT ENTITLED COMMUNITY INITIATIVE TO REDUCE VIOLENCE (CIRV) PROGRAM MANAGER

SUMMARY:

The Police Department requests the addition of one full-time position, entitled Community Initiative to Reduce Violence (CIRV) Program Manager associated with the previously awarded and accepted Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance Grant # 2023-CP-23-11 under project # CI2219 for the remainder of 2024 and 2025. No General Fund expenditures are required for the position.

PREVIOUS COUNCIL ACTION

On December 11, 2023, Ordinance No. 10613 was approved by City Council. The Ordinance provided authorized staffing for Fiscal Year 2024.

On July 8, 2024, Ordinance No.10733 was approved by City Council. The Ordinance accepted grant funds of $131,660 to fund the program costs and position associated with the grant for the remainder of 2024 and 2025.

BACKGROUND:

The Police Department requests the addition of a full-time position to perform management and coordination of the Community Initiative to Reduce Violence (CIRV) Program. The new classification title will be Community Initiative to Reduce Violence (CIRV) Program Manager. This position will provide primary management of a new program designed to develop and strengthen partnerships between community resources and law enforcement partners to reduce juvenile crime in the Pueblo

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community.

The Community Initiative to Reduce Violence (CIRV) Program will consist of interdependent work groups across local government, law enforcement, academic, corporate, health and non-profit sectors. The program structure is designed to implement a collaborative, integrated approach to preventing violent crime and criminal activity of youth populations. As an employee of the Pueblo Police Department, the civilian position will be responsible for identifying appropriate participants and partners for CIRV, outreach and collaboration, data gathering and analysis, working with partners to define and highlight the problem of youth violence, gang activities and prevention techniques developing and executing a CIRV workplan including meaningful, relevant projects, sourcing of sustainable funding for the program beyond 2025 and grant compliance activities.

FINANCIAL IMPLICATIONS:

The accepted grant allotted a total of $131,660 in funding for the position. This will cover salary and benefits for the remainder of 2024, assuming a November hire and all of 2025.

CIRV Project Manager

Cost Item	Approximate Annual Cost	Estimated Actual Cost 2024 (2 months)
Salary	$ 63,727	$ 10,621
Retirement (PERA)	$ 9,419	$ 1,570
Health Insurance	$ 23,151	$ 3,858
Dental Insurance	$ 296	$ 49
Life Insurance	$ 72	$ 12
Medicare	$ 924	$ 154
Estimated Position Cost	$ 97,589	$ 16,265

The remainder of funding will be used for a computer, operating supplies and program materials for the life of the grant program.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain staffing levels as they are which will not allow the City to fulfill obligations under the accepted grant funding for the CIRV Program as outlined in the Colorado Division of Criminal Justice, Adult and Juvenile Assistance Grant.

Docusign Envelope ID: E3BF1759-DE75-461E-AAF9-B4469CF0CF61

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

Docusign Envelope ID: E3BF1759-DE75-461E-AAF9-B4469CF0CF61

ORDINANCE NO. 10780

AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT ENTITLED COMMUNITY INITIATIVE TO REDUCE VIOLENCE (CIRV) PROGRAM MANAGER

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the City of Pueblo Police Department; NOW THEREFORE,

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

SECTION 1.

The following section captioned “Police” of Ordinance No. 10613, being the 2024 Staffing Ordinance, is amended as follows:

Police	
Police Chief	1
Police Deputy Chief	3
Police Captain	8
Police Sergeant	25
Police Corporal	55
Police Patrol Officer	115
Abandoned Vehicle Coordinator	1
Abatement Worker	2
Administrative Technician	2
Building Custodian	1
Code Enforcement Manager	1
Code Enforcement Officer	9
Community Initiative to Reduce Violence (CIRV) Program Manager	1
Community Service Officer	6
Crime Analyst	1
Dispatch Manager	1
Dispatch Training Coordinator	1
Emergency Services Dispatcher	24
Emergency Services Dispatcher Supervisor	3
Office Assistant/ Police Records Technician	11
Office Assistant/Investigations Technician	1
Office Assistant/Police Services Technician	1
Office Assistant/Property & Evidence Technician	3
PD Community Engagement Manager	1
Police Payroll Technician	2
Police Records Manager	1
Real Time Crime Center Technician	4
Senior Office Assistant	8
Social Media Specialist	1
Total	**[292] 293**

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2024 Budget and staffing with respect to the number and allocation of positions within the Police Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2024 | 2:21 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

Signed 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

Docusign Envelope ID: 0FC2C5B7-1744-40E7-BA35-54E781BC9721

City Clerk's Office Item # R9

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director of Human Resources
Chris Noeller, Chief of Police

SUBJECT: 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 ESTABLISHING THE PAY SCALE FOR THE COMMUNITY INITIATIVE TO REDUCE VIOLENCE (CIRV) PROGRAM MANAGER

SUMMARY:

Attached for consideration is an ordinance establishing the salary schedule for the grant-funded position of Community Initiative to Reduce Violence (CIRV) Program Manager. The position will be funded by Colorado Division of Criminal Justice, Office of Adult and Juvenile Assistance Grant # 2023-CP-23-11 under project # CI2219 for the remainder of 2024 and 2025. No General Fund expenditures are required for the position.

PREVIOUS COUNCIL ACTION:

On December 11, 2023, Ordinance No.10614 was approved by City Council. The Ordinance provided the classification and pay plan for the fiscal year 2024.

On July 8, 2024, Ordinance No.10733 was approved by City Council. The Ordinance accepted grant funds of $131,660 to fund the program costs and position associated with the grant for the remainder of 2024 and 2025.

BACKGROUND:

The Police Department requests the addition of a full-time position to perform management and coordination of the Community Initiative to Reduce Violence (CIRV) Program. The new classification title will be Community Initiative to Reduce Violence (CIRV) Program Manager. This is new program and is under development and is a partnership between community resource providers and Law Enforcement partners to reduce juvenile crime in our community.

Docusign Envelope ID: 0FC2C5B7-1744-40E7-BA35-54E781BC9721

This position will be a classified, non-bargaining position within the City and subject to all Civil Service rules with respect to hiring.

FINANCIAL IMPLICATIONS:

The accepted grant allotted a total of $131,660 in funding for the position. This will cover salary and benefits for the remainder of 2024, assuming a November hire and all of 2025.

CIRV Project Manager

Cost Item	Approximate Annual Cost	Estimated Actual Cost 2024 (2 months)
Salary	$ 63,727	$ 10,621
Retirement (PERA)	$ 9,419	$ 1,570
Health Insurance	$ 23,151	$ 3,858
Dental Insurance	$ 296	$ 49
Life Insurance	$ 72	$ 12
Medicare	$ 924	$ 154
Estimated Position Cost	$ 97,589	$ 16,265

The remainder of funding will be used for a computer, operating supplies and program materials for the life of the grant program.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If this ordinance is not approved, and assuming the establishment of the Community Initiative to Reduce Violence (CIRV) Program Manager position is approved, no salary range will be associated with the classification, the position cannot be filled, and the grant funds will be forfeited and returned to the Division of Criminal Justice, Office of Adult and Juvenile Assistance.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

Docusign Envelope ID: 0FC2C5B7-1744-40E7-BA35-54E781BC9721

ORDINANCE NO. 10781

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 ESTABLISHING THE PAY SCALE FOR THE COMMUNITY INITIATIVE TO REDUCE VIOLENCE (CIRV) PROGRAM MANAGER

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

SECTION 1.

Section 6-5-16 (B) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2024 pay scale for the classification of Community Initiative to Reduce Violence (CIRV) Program Manager.

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

B. The monthly pay range for the classification of Community Initiative to Reduce Violence (CIRV) Program Manager for 2024

CLASS TITLE	*BASE SALARY*	*MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)*					
(B) ADMINISTRATIVE							
Community Initiative to Reduce Violence (CIRV) Program Manager	4835.66	4993.81	5152.31	5310.61	5484.57	5658.93	5833.11

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 0FC2C5B7-1744-40E7-BA35-54E781BC9721

Action by the Mayor:

☒ Approved on 9/10/2024 | 2:22 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

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_____

Signed 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:
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City Clerk

Docusign Envelope ID: CF330DBC-5469-4F41-8A41-5CD54357CCD4

City Clerk's Office Item # R10

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., TO RENDER PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN OF THE DIGESTER COVERS AND MIXING SYSTEM REPLACEMENT, POLYMER SYSTEM REPLACEMENT, AND PHASE 4 ELECTRICAL IMPROVEMENTS

SUMMARY:

This Ordinance approves an agreement with the City's Engineer of Record, Brown and Caldwell, Inc., for professional engineering services associated with the design of the digester covers and mixing system replacement, polymer system replacement, and Phase 4 electrical improvements.

PREVIOUS COUNCIL ACTION:

Resolution No. 15497 awarded an agreement between the City of Pueblo and Brown and Caldwell, Inc., to provide engineering services for the Pueblo Wastewater Department, on February 12, 2024.

Ordinance No. 9641 awarded an agreement between the City of Pueblo and Brown and Caldwell, Inc., for consulting engineering services to replace the headworks and primary clarifier area control panels and motor control centers at the James R. DiIorio Water Reclamation Facility on January 20, 2020.

BACKGROUND:

The James R. DiIorio Water Reclamation Facility (WRF) treats all the wastewater for the City of Pueblo. The WRF will be upgrading the lids on digesters 3 and 4. The upgrade is required because the structures that allow the lids to float are beginning to fail, and new air quality regulations will require the lids to be updated to prevent methane from being released. The polymer system will be replaced because it is

Docusign Envelope ID: CF330DBC-5469-4F41-8A41-5CD54357CCD4

reaching the end of its useful life. This system is an integral part of the solids handling system. The electrical system will be upgraded to eliminate the use of fuses on the pole and to allow the electrical system to be reset without relying on the fuses that are on the electrical pole. This upgrade will allow WRF staff to reset the system without the necessity for a contractor to reset the system and leaving the WRF without power.

The scope of work under the agreement shall include preliminary and final design and bid support with respect to the following items:

1. Digester mixing system replacement.
2. Replacement of two floating digester covers, including evaluation of new Colorado Air Quality requirements to guide direction for digester covers replacement.
3. Verification and revision of existing design documents for replacement of the polymer system.
4. Incoming electrical service improvements, elimination of existing fuses and installation of resettable protection devices on the incoming electrical service; and
5. Consolidation of design documentation with existing electrical improvements projects to create a single construction package.

FINANCIAL IMPLICATIONS:

Funds for this project in the amount of $918,915 are available from the Sewer User Fund and have been appropriated in the Sewer User Fund (WW2401).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 - No Action
If no upgrades are performed on the digester covers, polymer system, and the incoming electrical system, the condition of the equipment will continue to deteriorate until an emergency repair is required at a higher cost than the planned project. The WRF would also risk violating its discharge permit if the equipment upgrades are not upgraded, and an outage were to happen.

RECOMMENDATION:

Approval of the Resolution.

Docusign Envelope ID: CF330DBC-5469-4F41-8A41-5CD54357CCD4

ATTACHMENTS:

1. 08-26-24 SOW Digester, Polymer and Electrical Improvements
2. 08-26-24 23-130 Brown and Caldwell Agmt Digester Covers Polymer Syst Phase 4

Docusign Envelope ID: CF330DBC-5469-4F41-8A41-5CD54357CCD4

ORDINANCE NO. 10782

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., TO RENDER PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN OF THE DIGESTER COVERS AND MIXING SYSTEM REPLACEMENT, POLYMER SYSTEM REPLACEMENT, AND PHASE 4 ELECTRICAL IMPROVEMENTS

WHEREAS, the City of Pueblo owns, operates, and maintains a wastewater system subject to the requirements of the Federal Clean Water Act and the Colorado Water Quality Control Act; and

WHEREAS, the digester covers, polymer system, and the electrical system are at the end of their useful life and need replacement; and

WHEREAS, the City is obligated to comply with the effluent limits contained in the discharge permit; and

WHEREAS, Brown and Caldwell, Inc. is the consulting Engineer of Record and is the most qualified to serve the Pueblo Wastewater Department; NOW, THEREFORE,

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

SECTION 1.

The agreement between The City of Pueblo, a Colorado Municipal Corporation and Brown and Caldwell, Inc. attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds of $918,915 for work performed under this agreement shall be from the Sewer User Fund Project No.23-130 (WW2401).

SECTION 4.

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

Docusign Envelope ID: CF330DBC-5469-4F41-8A41-5CD54357CCD4

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2024 | 2:23 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed 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:
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City Clerk

Digester Covers and Mixing System Replacement, Polymer System Replacement, and Phase 4 Electrical Improvements Project

Scope of Services

Prepared for
City of Pueblo, CO
June 2024

Project Understanding

This scope of work describes Brown and Caldwell (Consultant) and City of Pueblo Department of Wastewater (Pueblo WW) activities that will occur as part of the design phase of the Digester Covers and Mixing System Replacement, Polymer System Replacement, and Phase 4 Electrical Improvements Project at the James R. Dilorio Water Reclamation Facility (JRDWRF).

The Phase 4 Plant Electrical Improvements has been designed. During bidding of the construction of the Phase 4 Electrical System Improvements, no bids were received. In response, Pueblo WW has decided to merge the polymer system replacement, floating digester covers replacement, mixer system construction packages, and incoming electrical service improvements with the electrical improvement construction package in the anticipation of creating a more enticing project for contractors to bid.

This Scope of Services includes the work to be provided by Brown and Caldwell for the Pueblo WW to perform detailed design services for:

- Digester mixing system replacement
- Replacement of two (2) floating digester covers (Digesters 3 and 4), including evaluation of new Colorado Air Quality Requirements to guide direction for digester covers replacement
- Verification and revisions to existing design documents for replacement of the polymer system
- Incoming electrical service improvements, elimination of existing fuses and installation of resettable protection devices on the incoming electrical service
- Consolidation of design documentation with existing electrical improvements project to create a single construction package

It is expected that the proposed improvements will not require the Colorado Department of Public Health and Environment (CDPHE) Application Procedures for Amendment of Existing Site Location Approval Procedures, pursuant to 5 CCR 1002-22 (22.8).

Engineering services included herein are for:

- Preliminary and final design
- Bid support

Future services that will be provided under separate agreement:

- Engineering services during construction
- Controls Integration (Programmable Logic Controller [PLC] and Supervisory Control and Data Acquisition [SCADA] programming)
- Operational support during startup/commissioning

This Scope of Services includes the following phases:

- Phase 100 – Project Management and Opinion of Probable Construction Cost (OPCC)
- P4 Phase 850 – 30% Digester Floating Cover Replacement, Digester Mixing System, and Incoming Electrical Service Improvements. (This scope is being completed under Amendment #1, dated April 9, 2024 under Phase 4 Electrical Project.)
- Phase 300 – 75% Digester Floating Cover Replacement, Digester Mixing System, and Incoming Electrical Service Improvements
- Phase 400 – 90% Dewatering Polymer System Verification and Revisions

- Phase 500 – Bidding Services
- Phase 600 – Supplemental Services and Contingency

Two (2) attachments are included with this Scope of Services:

- Attachment 1 - Schedule
- Attachment 2 – Compensation
  - The full compensation for this scope of work is $1,089,681.00.
  - The compensation for this scope of work has been partially funded through reallocated funds as described in Project IV Electrical Scope Amendment #1, dated April 9, 2024. $170,776 was reallocated from services not performed and applied to this scope of work.
  - The compensation to approved for this proposal is $918,915.00.

Pueblo WW Responsibility

Pueblo WW will provide Consultant all available and relevant information to aid in the design process. This includes, but is not limited to:

- PDF files of all existing plant construction drawings
- Access to the plant site and facility to validate and verify as constructed conditions
- Knowledgeable staff who can discuss operational and maintenance issues
- Survey information pertinent to the project scope

Project Assumptions and Limitations

The following overall assumptions were made in the development of this Scope of Services:

- **Scope Basis.** This scope of work is the entirety of services offered for this project under the subject Agreement of Professional Services. Services identified in Agreement Schedule 1, unless indicated herein, are not included.
- **Project Schedule.** The work on this project is projected to commence in April 2024 and is targeted to be complete in June 2025. This includes 9 months for design and 4 months for bidding. See Attachment 1 – Schedule. The schedule includes assumptions such as regulatory and Pueblo WW review times that are not controlled by the Consultant.
- **Design Submittals/Deliverables.** Due to the varying levels of complexity, the following design submittals are anticipated:
  - 30% design submittal for floating digester covers, mixing system replacement, and incoming electrical system improvements
  - 75% design submittal for floating digester covers, mixing system replacement, and incoming electrical system improvements
  - 90% design submittal for dewatering polymer system replacement
  - 100% design submittal (Bid Set) for consolidated project design package including: digester floating covers and mixing system, dewatering polymer system, and electrical improvements
- **Decisions.** The design approach is based on interactive workshops for each design submittal/deliverable detailed above. Decisions will be reached in the workshop setting and summarized/documented and maintained in an issues/decision log. Additionally:

  - The 30% design submittal for the floating digester covers and mixing system will document major decisions. Any alternatives analysis will be completed during the 30% design phase. All other design decisions will be expedited between Consultant and Pueblo WW using workshops and direct communications and documented in a decision log.
  - It is expressly understood and mutually agreed that the dewatering polymer system design effort includes modifications to the existing design documentation for compliance to current codes and coordination with the polymer system vendor to confirm their scope of supply and make minor modifications to the existing design to accommodate changes required for the vendor's supply.
  - No allowance has been made in this scope of work for modifying design documentation for the electrical system improvements.
  - No value engineering is included in this scope.
- **Pueblo WW Design Review Comments.** The Pueblo WW project manager will compile and reconcile Pueblo WW staff comments on all Consultant deliverables. All project reviews and comment periods are assumed to be ten (10) working days to accommodate the project schedule. The Consultant team will not continue design during project review of submittals to avoid over-developing items that may change based on Pueblo WW's feedback.
- **Codes and Standards.** The design will be based on federal, state, and local codes and standards in effect at the beginning of the project. Any changes in these codes may necessitate a change in scope and will be subject to renegotiation. The existing plant facilities are assumed to be in full compliance with current drainage, electrical, building, mechanical, plumbing, seismic, and other codes that apply to these types of facilities. Revisions and rehabilitation of existing plant facilities to achieve compliance with current codes are specifically excluded from this scope of work, **with the exception of the new Colorado Air Quality requirements which will be evaluated as part of Phase 850**. The installing Contractor will prepare a building permit application for each building facility and respond to comments from Pueblo Building Services with modifications included in the Bid Set submittal. Pueblo WW will pay all permit fees.
- **Bidding as One Project.** All designs will be merged as part of a single package to be publicly bid as one project using the traditional design-bid-build method of delivery.
- **Specifications.** BC's master specifications will be used as the basis for technical specifications (modified Construction Specification Institute MasterFormat® 2020 – Divisions 01 through 46). Pueblo's master specifications will be used for Division 00 (introductory information; bidding and contract requirements). Preparation of contract design specifications will be based on the use of standard BC document protocols and specification formats, including bidding forms and general specification conditions like those which have been used on previous projects with Pueblo WW. All specifications will be prepared in Microsoft Word. Electronic delivery format will be PDF.
- **Drawings.** Design will be produced in the Autodesk suite of products using AutoCAD, AutoCAD Civil 3D, and Revit, based upon BC Document Production Standards (DPS), 2023 version. Electronic delivery format will be PDF.
- **Estimates or OPCC.** In providing OPCC, financial analyses, economic feasibility projections, and schedules for this project, Consultant has no control over cost or price of labor/materials; unknown or latent conditions of existing equipment/structures; competitive bidding procedures and market conditions; time or quality of performance by third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty the City's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

- **Record Drawings.** Pueblo WW will provide PDF files of all existing plant construction drawings. These drawings are considered record drawings and will be relied upon to be accurate for design purposes. Pueblo WW will provide to Consultant all data in their possession relating to Consultant's services on this project. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided. If provided documents are found to be erroneous in content, an adjustment to work scope subject to renegotiation with Pueblo WW may be required.
- **Unknown Conditions.** Consultant is not responsible for additional effort that may be required for issues related to unknown conditions that may impact the design or construction.
- **Design Gates.** The final design phase will not commence until all decisions are final and Pueblo WW approves the preliminary design.
- **Coordination Meetings.** The BC Project Manager, Design Manager, and up to four additional design engineers (discipline leads) may attend progress meetings with Pueblo WW. Meetings will be held virtually and on a monthly frequency.

The following table summarizes key assumptions for each of the major design disciplines.

Discipline Area	Key Scope Assumptions
Geotechnical	• There are no Geotechnical activities planned for this project.
Architectural	• No modifications are required for the Dewatering Polymer System design documentation. • Building architecture (materials, construction) will be similar to existing structures. • No landscape architect services will be required for this Project.
Civil	• Dewatering during construction is the responsibility of the Contractor. • Additional site security and fencing is not required. • Existing topographical survey information and base mapping will be utilized for the design of new facilities and modifications of existing facilities. • Surveying will be furnished by Pueblo WW, in accordance with generally accepted practice (expected services will include general location, construction baseline and benchmarks, pothole work, and water surface elevations). Deliverables will include electronic files, AutoCAD Civil 3D 2019 or newer. • Additional topographical survey information to augment the existing base mapping will be identified by Consultant to be obtained by Pueblo WW for the design of new facilities and modifications of existing facilities. • Legal, easement, and plat surveys for the site will not be required. • Landscaping and irrigation plans will not be prepared. • No traffic analysis or traffic control design are required. Unimproved road east of the secondary clarifiers will not be modified. • The capacity of the existing fire protection system is adequate to handle the new facilities.
Structural	• No retaining walls will be required. • Structural inspection of the interior surface of the digesters will occur only after the contractor has cleaned and made safe access for inspection. • Structural design will be limited to equipment pads, housekeeping pads, slabs on grade, and access platforms and stairs less than 6 feet in height. • The digester tanks are structurally sound and can accommodate digester cover attachment and appropriate uplift forces from the digester gas system and overflow addition pipe penetrations to accommodate the proposed digester mixing system. • No changes made to existing cover access platforms or guardrails.
Process	• No process modeling is required.
Process Mechanical	• Design concerning “plant-wide” utility systems such as basin drainage, water and in-plant waste collection/disposal will be limited to extension of and/or changes to existing piping. No new structures or equipment will be needed. • Active cathodic protection will not be required for buried piping. • Piping 2 inches in diameter and smaller will be field routed, unless needed to show appropriate design intent. • Pipe supports will be Contractor-designed based upon a performance specification. • Pipe expansion/contraction control measures will be Contractor-designed based upon a performance specification. • Seismic bracing/control measures for piping will be specified for Contractor design. • Digester mixing design will be based on Computation Fluid Dynamics (CFD) modelling by the Vendor.
Building Mechanical	• No HVAC design is required under this SOW. Any HVAC design that is part of an existing package is assumed to be adequate. • Limited plumbing systems to include drainage and hose bibs. No restroom is anticipated. • Where emergency fixtures are planned, tepid water (80 – 85°F) will be provided. • Fire suppression is not anticipated.

Discipline Area	Key Scope Assumptions
Electrical	• 30 Percent Design phase documents will be limited to discipline general drawings, site drawings identifying major electrical system tie-ins/sources, and electrical load distribution. • Existing installation meets current NEC requirements; effort to bring existing installation up to new code requirements not included. • Existing areas are correctly rated and designed per NFPA 820; effort to bring existing installation up to current area classification requirements not included. • Electrical specifications will be provided during the Final Design phase only. • It is assumed the net change in plant electrical load resulting from the project will not require upgrade of the plant's existing electrical service. • Fire detection/alarm: BC will provide a specification defining the performance requirements for the system. The system will be designed and constructed by the Contractor using licensed specialists as required. • Conduit and cable tray supports: BC will provide a specification defining the performance requirements for hangers and supports. The Contractor will develop hanger and support details and route and install all conduits and cable trays. • Short-circuit, coordination, and arc flash analyses: BC will provide a specification for the performance of these analyses. The analyses will be performed by the Contractor using data for the actual electrical equipment procured and installed. • Site security, cameras, and public address systems will not be included.
Instrumentation	• I&C will match the existing system and components available during the Project. • I&C will be similar in type and sophistication to match existing facilities. Analog elements and components will be used, and no significant modifications to existing I&C equipment or systems will be needed. • A design for modifying the existing programmable logic controller (PLC)-based supervisory control and data acquisition system (SCADA) will be provided for the process areas being modified. Significant modifications to existing I&C equipment or systems will not be required. • Pueblo will provide "as-built" documentation of the existing process instrumentation and control system. Pueblo-provided information will include, but not be limited to, existing motor and control circuit diagrams, panel shop drawings, process instrument information, and process control system software documentation. • The new instrumentation and control system modifications will be based on the use of existing PLCs with the assumption spare capacity is available. Plant status monitoring will be by the existing commercially available PC-based software package. Remote access to plant components will not be provided. • 30 Percent Design will include process & instrumentation diagrams (P&IDs), completed to a level sufficient to identify the primary processes and process equipment and extent of major modification of treatment process. P&IDs will be completed during the Final Design phase. • 30 Percent Design will include a Control System Block Diagram drawing depicting the site's major network modifications. Final Design will update the drawing to include all network modifications, in the Project-modified process areas only. • Discipline specifications will be provided during the Final Design phase only. • The Basis of Design TM will be provided during the 30 Percent Design phase, without modification during Final Design. • The public address system design or modification will not be included. • Security system and video system design are excluded from this scope of work. • Vendor-supplied control system packages will be interfaced through hardwired signals. • SCADA and PLC programming will be conducted via remote access. Programming of vendor supplied control packages is excluded from this scope of works. • The Construction Contractor will provide field staff to perform loop and continuity tests.
Permitting	• Wetlands, biological assessments, or archaeological investigations and surveys will not be necessary. • The Construction Contractor will secure other project-related permits such as the grading, building, electrical, and plumbing permits. • No effort associated with right-of-way permits is included as all construction activities will occur within the site boundaries of the existing plant. • Contractor is responsible for obtaining Stormwater Pollution Prevention Plan (SWPPP) Permit. • Pueblo WW will coordinate directly with the fire marshal for review as part of the Building Services permit application process.

Detailed Scope of Services

The following sections present Consultant's detailed scope of work.

Phase 100 – Project Management

Task 101: Project Management Planning

An internal Project Management Plan (PMP) will be created to document the key project information required by all project team members to assist them in executing the project to meet the required objectives: on time, on budget, high quality, and meeting Pueblo WW's critical success factors. The key elements of the project plan are described below:

- Project Charter, which will establish the project goals, objectives, and critical success factors.
- Project team members, their roles, and responsibilities, including a staffing plan (management, engineering, QA/QC, etc.)
- Scope of Services with work breakdown structure
- Project schedule
- Project budgets
- Communications Plan
- Risk Management Plan
- QA/QC Plan
- BIM Execution Plan
- Project documentation plan and file structure
- Change management process
- Health and Safety Plan for field work

Task 102: Project Controls and Reporting

Invoicing will occur monthly and will be prepared and submitted to Pueblo WW via email in an approved format. Invoices shall include total contract amount, total charges to date, previous billings, outstanding balance, current amount remaining, and total amount due. Invoice will include a narrative description of the work performed during the invoice period.

Assumptions:

- It is anticipated that the duration of the design phase is 9 months.
- It is anticipated that the duration of the bidding phase is 4 months.

Deliverables:

- Monthly invoices

Task 103: Project Management and Design Management

Objective. To support the general Project Management and Design Management activities throughout the project.

Approach. Consultant will provide management oversight on the project in accordance with BC policies and standard practices. This task also includes the development of the Front-End Division 01 specifications for the project. Other activities include monthly progress meetings, miscellaneous project meetings, site visits, bidding support, construction sequencing evaluation, and project closeout.

Pueblo Responsibilities:

- Provide the updated Division 00 documents for review by Consultant to ensure consistency with Division 01 documents and other portions of the contract.

Assumptions:

- The Division 00 documents will require no significant edits.

Deliverables:

- Division 01 project technical specifications

Task 104: Internal QA/QC

Objective. To implement Consultant's internal QA/QC program to review deliverables from this scope. The deliverables for this scope of work include the following:

- 30% Design of the Digester Floating Cover Replacement and Digester Mixing System
- 75% Design of the Digester Floating Cover Replacement and Digester Mixing System
- 90% Design of the Dewatering Polymer System
- Bid Set of the Consolidated Construction Package (Digester Floating Cover Replacement, Digester Mixing System, Dewatering Polymer system, and Phase 4 Electrical Improvements)

Approach. Consultant will provide appropriate calculation and deliverable QA reviews by in-house, senior staff members. No external value engineering reviews are included in this scope.

Task 105: Cost Estimating

Objective. To provide an Opinion of Probable Construction Cost (OPCC) at each design phase milestone.

Approach. Consultant will provide an OPCC for each of the four (4) design submittals. Each OPCC will be developed and submitted in accordance with the Association for the Advancement of Cost Engineering Estimate Classification System. Cost estimates will be subdivided by major engineering disciplines.

Since an OPCC for the Phase 4 Electrical Improvements project has recently been completed, only updates to cover escalation will be performed to the existing OPCC for the Phase 4 Electrical Improvements will be prepared under this scope.

The following is a list of each Design Submittal and corresponding AACE estimate Class.

- 30% Design of the Digester Floating Cover Replacement and Digester Mixing System, Class 4 estimate (with an expected accuracy range of -30 to +50%)
- 75% Design of the Digester Floating Cover Replacement and Digester Mixing System, Class 3 estimate with an expected accuracy range of -20 to +30%)
- 90% Design of the Dewatering Polymer System, Class 2 estimate (with an expected accuracy range of - 15 to +20%)
- Bid Set of the Consolidated Construction Package (Digester Floating Cover Replacement, Digester Mixing System, Dewatering Polymer system and Phase 4 Electrical Improvements) Class 1 estimate (with an expected accuracy range of - 10 to +150%)

Pueblo Responsibilities:

- Review cost estimates and construction schedule

Deliverables:

- 30% Design of the Digester Floating Cover Replacement and Digester Mixing System, Class 4 OPCC
- 75% Design of the Digester Floating Cover Replacement and Digester Mixing System, Class 3 OPCC
- 90% Design of the Dewatering Polymer System, Class 2 OPCC
- Bid Set of the Consolidated Construction Package Class 1 OPCC

Task 106: BIM Services

Objective. To provide Building Information Modeling (BIM) services in support of engineering design throughout the project. The 3D digital representations of the designs will allow engineering disciplines to collaborate and coordinate more efficiently during the design phase.

Approach. Consultant will provide BIM services to integrate structured, multi-disciplinary data for detailed digital representation of the digester floating cover and mixing system and the dewatering polymer system. This task includes subcontractor support for LIDAR integration, including model and content checking.

P4 Phase 850 – 30% Design Digester Floating Cover Replacement and Mixing System

The 30% design will commence with the advancement of the planning concept for the floating digester cover replacement and a new digester mixing system. This design will also consider new air quality regulations and the potential impact to the design. The concepts for the floating digester cover replacement and the new digester mixing system will be documented in two separate technical memorandums (TM). Each TM will be submitted to Pueblo WW for review. Upon receiving concurrence from Pueblo WW for each TM the Consultant will proceed with design.

Objective. To document the basis for final design for the Project scope of work to achieve the following objectives:

- Form the basis for detailed design and preparation of contract documents and obtain Pueblo WW approval on general arrangement and direction of proposed design.
- Develop a technical memorandum (TM) detailing the basis of design of the digester mixing system (process needs, equipment sizing) and electrical power needs and review against the existing power supply from the existing Digester electrical room.
- Develop a technical memorandum (TM) detailing the basis of design of the floating digester covers process needs and evaluate future air quality regulation implications to the design.
- Establish design approaches for digester floating covers and mixing system.
- Develop conceptual level construction sequencing plan.

Discipline specific tasks, such as Civil, Structural, etc., include effort associated with QA/QC, construction sequencing, and internal Project Team meetings. Internal Project team meetings will occur weekly during the 30% design phase.

Additionally, the following meetings with Pueblo WW are included within the discipline specific tasks:

- **Kickoff Meeting and Site Visit.** Consultant will conduct a 3-hour in-person kick-off meeting with Pueblo WW staff to establish project expectations, discuss issues and concerns, and develop a foundation for collaborative teamwork. Concepts for discussion will include elements of the proposed design, general plant design, and construction considerations. Consultant will walk the site with Pueblo WW staff.
- **30% Design Review Meeting.** Consultant will conduct a 2-hour virtual meeting with Pueblo WW staff to review the 30% design drawings and specification list.

Task 851: Civil Design

Objective. To develop a preliminary overall site layout, including major process/yard piping, earthwork, drainage, and initial identification of construction constraints, as needed; and to coordinate these concepts with the other design disciplines as needed.

Approach. Develop the following elements:

- Civil 3D models of both existing and proposed features
- Horizontal and vertical control
- Preliminary site layout, including but not limited to, major process piping, grading, pavement, site drainage, and site access
- Drawings as identified in the preliminary drawing list
- Specification list

Pueblo Responsibilities:

- Confirm or establish design criteria for site improvements using decision/issues log; discuss 30% design criteria in coordination meeting between Pueblo WW and Consultant Design Lead
- Review the 30% design submittal
- Provide site survey data as needed to inform design
- Confirm site utility features through field locates or other methods where there is reasonable expectation the base map drawings may require additional information or verification
- Coordinate with fire marshal for review of proposed facilities and determine minimum fire flow at required residual pressure; provide Consultant with fire flow design criteria for on-site water system extensions

Deliverables:

- Drawings as identified in preliminary drawing list
- Specification list

Task 852: Structural Design

Objective. To establish the basis of design criteria which determines the boundary conditions for subsequent project design decisions. Establish the structural requirements in support of the overall process configuration from a schematic and spatial configuration. This includes establishing preliminary structural sizing and identification of major equipment and piping layouts, and site constraints that will affect the structural configuration and design. Develop structural design to the 30% design level and coordinate general arrangement drawings with other disciplines.

Approach: Develop the following elements:

- Structural design criteria
- Major structural components depicted on general arrangement drawings
- Coordinate Process Mechanical/Structural requirements for major equipment and advise appropriate methods of rehabilitation and modifications
- Summarize all proposed site improvements and new facilities for inclusion in Digester Mixing and Digester Floating Cover TMs

Pueblo Responsibilities:

- Review 30% Design submittal

Deliverables:

- Structural Drawings including General Notes, Legends, and General Arrangement Plan Sheets

Task 853: Process Mechanical Design

Objective. To develop the overall process configuration from a schematic and spatial configuration for the proposed improvements. To finalize process calculations and parameters for equipment sizing and locating proposed improvements within the existing Digester Building. To develop general arrangement drawings to the preliminary design level. Coordinate with other disciplines to show key discipline components on the general arrangement drawings. Major discipline models have been developed.

Approach. Develop the following elements:

- Develop design criteria
- Major equipment type and preliminary model selections made for use in laying out equipment
- P&IDs developed to indicate major process lines and mechanical equipment
- Coordinate major utilities with civil discipline
- Coordinate model development
- Develop control narratives and coordinate with I&C engineers on instrumentation requirements
- Develop initial pump selections and a list of digester cover manufacturers
- Prepare description summary of design criteria and equipment sizing for inclusion in Digester Mixing and Digester Floating Cover TMs

Pueblo Responsibilities:

- Review 30% Design Submittal
- Provide input on pump selection and digester cover preferences

Deliverables:

- P&IDs (mechanical aspect only)
- General arrangement plans and select sections showing major equipment and key piping

Task 854: Electrical Design

Objective: To develop electrical design for providing power to the proposed digester mixing system from the existing digester electrical room. Coordinate discipline-specific requirements with other disciplines.

Approach. Develop the following elements:

- Determine preliminary service loads for all new equipment and evaluate capacity of existing electrical system
- Preliminary layout of electrical room and area space including power distribution
- Prepare description summary of available power from existing digester electrical room and power supply for proposed digester mixing system for inclusion in Digester Mixing and Digester Floating Cover TMs

Pueblo Responsibilities:

- Review 30% Design submittal

Deliverables:

- Power one-line diagrams (power distribution)
- Site electrical power plan drawings

Task 855: Instrumentation Design

Objective: To develop instrumentation design to the 30% design level, develop draft process and instrumentation diagrams (P&IDs) supporting the replacement of the floating digester covers and digester mixing system and the existing network cabling connecting the local control system with the existing facility. Coordinate discipline-specific requirements with the other design disciplines and coordinate draft construction sequencing plan.

Approach. Determine scope of new process instrumentation, system network and local control system requirements and provide draft design process and instrumentation diagrams (P&IDs) and TM edits supporting the 30% Design.

Pueblo Responsibilities:

- Review 30% Design submittal

Deliverables:

- Draft Process and Instrumentation Diagrams (P&IDs)
- Control system block diagram

Task 856: Digester Mixing TM Preparation

Objective. Prepare the Digester Mixing Technical Memorandum (TM) submittal.

Approach. Consultant will submit a PDF of the draft TM and a PDF of the final TM, updated with Pueblo WW review comments. A one (1) hour virtual meeting to discuss the TM review comments will be conducted to describe the TM's findings, discuss comments, and agree to the proposed approach for the digester mixing system.

Pueblo Responsibilities:

- Review draft TM and provide consolidated review comments
- Coordinate interaction with Pueblo Building Department and Fire Marshal for design review
- Attend TM review meeting

Deliverables:

- Draft and Final TM
- TM review meeting agenda and minutes

Task 857: Digester Floating Cover TM Preparation

Objective. Prepare the Digester Floating Cover Technical Memorandum (TM) submittal.

Approach. Prior to preparation of the TM, Consultant will visit the site to perform an assessment of the volume of digester gas escaping the existing digesters. Consultant will submit a PDF of the draft TM and a PDF of the final TM, updated with Pueblo WW review comments. A one (1) hour virtual meeting to discuss the TM review comments will be conducted to describe the TM's findings, discuss comments, and agree to the proposed approach for the digester covers.

Pueblo Responsibilities:

- Review draft TM and provide consolidated review comments
- Coordinate interaction with Pueblo Building Department and Fire Marshal for design review
- Attend TM review meeting

Deliverables:

- Draft and Final TM
- TM review meeting agenda and minutes

Task 858: Incoming Electrical Service Improvements

Objective. Elimination of existing fuses and installation of resettable protection devices on the incoming electrical service

Approach. Design bypass of the existing pole-mounted fuses and interrupters on each of the incoming 13.2kV electrical service feeds. Design new pad-mounted vacuum interrupters on each of the incoming 13.2kV electrical service feeds. This will include intercepting the underground conduits from the poles to the existing plant main switchgear and re-routing them to the new pad-mount interrupters, as well as connecting the interrupters to the plant network for monitoring. Perform a targeted coordination study of the existing 13.2kV distribution system, from the two electrical services up to primaries of the plant's (8) existing 13.2kV to 480V transformers and recommend changes to fuse sizes to improve coordination to the extent possible, or potential improvements for a separate future project to improve coordination. This coordination effort would be related to the recently discovered utility issues. A separate coordination study, short-circuit study and arc flash analysis will still be part of the work by the construction contractor as part of the overall construction package that includes the new P4 equipment.

Pueblo Responsibilities:

- Coordinate with BC and review the Technical Specification

Deliverables:

- Technical Specification for the Interrupters

Phase 300 – 75% Design Digester Floating Cover Replacement and Mixing System

The 300 Series tasks are for effort required to advance the design from the 30% design level to final design, ready for public bidding of the Project. This will be accomplished with a milestone deliverable at 75% design.

After addressing comments from the 75% design submittal, the design will be finalized and subsequently merged with the other construction packages for bidding.

Discipline specific tasks include effort associated with QA/QC, construction sequencing, and internal Project Team meetings. Internal Project team meetings will occur bi-weekly.

Specific assumptions that apply to all detailed design phases include the following:

- Decisions logged in the 30% Design phase will be followed in the detailed final design tasks. Decisions that are changed or altered drastically will be addressed by amendment if necessary.
- Because at this time the exact nature of the 30% design outcomes is not known, the detailed final design scope is based on assumption that a new "jet" style pumped mixing system will be designed.

Discipline specific tasks, such as Civil, Structural, etc., include effort associated with QA/QC, construction sequencing, and internal Project Team meetings. Internal Project team meetings will occur weekly during the 75% Design Phase.

Additionally, the following meetings with Pueblo WW are included within the discipline specific tasks:

- **75% Design Review Meeting.** Consultant will conduct a 2-hour virtual meeting with Pueblo WW staff to review the 75% design drawings and specifications.

Task 301: Civil Design

Objective. To develop a final overall site layout, including all process/yard piping, earthwork, and drainage, and to coordinate these concepts with the other design disciplines as needed.

Approach. To develop the following elements:

- Complete and final Civil 3D models of proposed features
- Final drawings as identified in the preliminary drawing list
- Final specifications

Pueblo Responsibilities:

- Review 75% Design Submittal
- Confirm site utility features through field locates or other methods where there is reasonable expectation the base map drawings may require additional information or verification
- Provide site survey data as needed to inform design

Deliverables:

- Civil drawings as identified in the preliminary drawing list
- Civil technical specifications

Task 302: Structural Design

Objective: Provide the structural design up to and including final drawings and specifications for public bidding of the Project.

Approach. Structural drawings will be based on as-built drawings of the existing facilities, structural calculations, and new/existing background. The controlling code will be the 2015 International Building Code with local amendments. Structural drawings and specifications will be prepared for the expected incidental design details.

Pueblo Responsibilities:

- Review 75% Design Submittal

Deliverables:

- Structural drawings and standard details
- Structural technical specifications

Task 303: Process Mechanical Design

Objective. To prepare process and instrumentation documents and mechanical design documents up to and including 75% drawings and specifications for public bidding of the Project.

Approach. This task consists of all work necessary for completion of the P&IDs included in the design of the digester covers and mixing system. P&ID drawings will be based on as-built drawings of the existing facilities, engineering calculations, and the characteristics of new process equipment needed for this Project. This task also includes process design, equipment sizing and selection, process piping layout, and the final mechanical plan views, mechanical sections and details, and completed specifications.

Pueblo Responsibilities:

- Review 75% Design Submittal
- Provide all necessary shop drawings, submittals, records, and operation and maintenance information necessary to establish the facility conditions that the mechanical design is based on.

Deliverables:

- Process and Instrumentation Diagrams
- Process mechanical drawings, specifications, and standard details

Task 304: Electrical Design

Objective. Prepare electrical design drawings and specifications up to and including 75% drawings and specifications for public bidding of the Project.

Approach. The scope of this task consists of all work necessary to prepare all electrical power improvements for the digester covers and mixing system design, including all raceway and cable schedules, and control schematics with reference to I&C specified process instrumentation and control devices. Electrical design drawings will include plans, one-line diagrams, electrical conduit and conductor schedules, and electrical construction details. Electrical plan drawings will show equipment locations and associated cable or raceways and indicate equipment connections as home-run type symbols with reference to which motor control center or electrical panel that a cable is to be connected. Specific activities are as follows:

- Review the general and mechanical design requirements

- Determine power requirements as needed
- Prepare one-line diagrams for the plant distribution systems
- Complete motor and control schematics for all electrical devices external to vendor-supplied equipment
- Develop electrical drawings, including site plans, power and instrumentation plans, lighting & receptacle plans, and grounding plans
- Develop raceway and cable and panel schedules
- Develop electrical specifications

Pueblo Responsibilities:

- Review 75% Design submittal
- Supply current as-built drawings for all buried and exposed power supply cables, duct banks, raceways, instrument cables, communication cabling, yard piping, process piping, and structures at the plant

Deliverables:

- Electrical drawings, specifications, and standard details

Task 305: Instrumentation Design

Objective. To develop 75% design process instrumentation and controls drawings and technical specifications, supporting the full replacement of the existing floating digester covers, new process instrumentation, and new pumping system. Process replacement will include use of the existing local controller and network connection back to the facility's existing SCADA system.

Approach. The scope of this task consists of all work necessary to develop the instrumentation and controls construction documents for the digester cover and mixing system design. Specific activities are as follows:

- Finalize P&IDs with process mechanical discipline
- Write narrative descriptions of control strategies and sequences
- Specify sensors and instruments to be used and coordinate with electrical for hazardous environments requirements
- Complete drafting of instrumentation and control system drawings, including symbol and detail sheets
- Provide installation details for I&C equipment
- Provide final control system network diagrams
- Develop technical specifications for control system hardware and software requirements
- Provide specification coordination within electrical and mechanical equipment sections

Pueblo Responsibilities:

- Review 75% Design Submittal

Deliverables:

- Instrumentation drawings, specifications, and standard details

Phase 400 – 90% Dewatering Polymer System Verification and Revisions

The 400 Series tasks are for effort required to extract the dewatering polymer drawings and technical specifications from the "2017 Upgrades and Rehab Project", validate the existing design documentation completed several years ago against the current vendor scope of supply and applicable Codes, and make necessary revisions to the Dewatering Polymer System design documentation in preparation for bidding.

Specific assumptions that apply to this series of tasks include:

- Revisions to the previous design documentation will be minimal in nature, reflecting only minor adjustments to the vendor's scope of supply. If for any reason the revisions are substantial in nature then this will be addressed by amendment, if necessary.
- Revisions to the previous design documentation, will be minimal reflecting only minor adjustments to applicable codes. If for any reason the revisions are substantial in nature then this will be addressed by amendment, if necessary.

Discipline specific tasks, such as Civil, Structural, etc., include effort associated with QA/QC, construction sequencing, and internal Project Team meetings. Internal Project team meetings will occur weekly during the 90% Design Phase.

Additionally, the following meeting with Pueblo WW is included within the discipline specific tasks:

- **90% Design Review Meeting.** Consultant will conduct a 2-hour virtual meeting with Pueblo WW staff to review the 90% design drawings and specifications.

Task 401: Structural Design

Objective. Extract structural design documentation (technical specifications and drawings) from the "2017 Upgrades and Rehab Project" and provide structural design documentation, including final drawings and specifications for bidding.

Approach. Structural drawings and technical specifications will be based on the applicable design documents from the "2017 Upgrades and Rehab Project". Design drawings and technical specifications will be updated based on vendor supply and the latest edition of the International Building Code with local amendments. Structural drawings and specifications will be prepared for slabs, structural steel, concrete reinforcement, anchor bolts, bracing, miscellaneous metals, and other structural aspects of any new/existing facilities associated with the dewatering polymer system improvements.

Pueblo Responsibilities:

- Review 90% Design Submittal

Deliverables:

- Structural drawings, specifications, and standard details

Task 402: Process Mechanical Design

Objective. Extract process mechanical design documentation (technical specifications and drawings) from the "2017 Upgrades and Rehab Project" and provide the process mechanical design documentation, including final drawings and specifications for bidding.

Approach. Process mechanical drawings and technical specifications will be based on the applicable design documents from the "2017 Upgrades and Rehab Project". Design drawings and technical specifications will be updated based on vendor supply. Process mechanical drawings and specifications will be prepared for components associated with the dewatering polymer system improvements.

Pueblo Responsibilities:

- Review 90% Design Submittal.

Deliverables:

- Process and Instrumentation Diagrams
- Process mechanical drawings, specifications, and standard details

Task 403: Electrical Design

Objective. Extract electrical design documentation (technical specifications and drawings) from the "2017 Upgrades and Rehab Project" and provide the electrical design documentation, including final drawings and specifications for bidding.

Approach. Electrical drawings and technical specifications will be based on the applicable design documents from the "2017 Upgrades and Rehab Project". Design drawings and technical specifications will be updated based on vendor supply and applicable Codes such as the latest version of the National Electric Code (NEC). Electrical drawings and specifications will be prepared for components associated with the dewatering polymer system improvements.

Pueblo Responsibilities:

- Review 90% Design Submittal

Deliverables:

- Electrical drawings, specifications, and standard details

Task 404: Instrumentation Design

Objective. Extract instrumentation design documentation (technical specifications and drawings) from the "2017 Upgrades and Rehab Project", and provide the instrumentation design documentation to 90% design drawings and specifications for bidding.

Approach. Instrumentation drawings and technical specifications will be based on the applicable design documents from the "2017 Upgrades and Rehab Project". Design drawings and technical specifications will be updated based on vendor supply and applicable Codes. Instrumentation drawings and specifications will be prepared for components associated with the dewatering polymer system improvements.

Pueblo Responsibilities:

- Review 90% Design Submittal

Deliverables:

- Instrumentation drawings, specifications, and standard details

Phase 500 – Bidding Services

The 500 Series tasks are for effort required to prepare and consolidate the three independent design packages into a single package "Bid Set" for public bidding of the project and provide bidding assistance to Pueblo WW, including issuance of bid documents, preparation, and issuance of RFIs/Addenda, and bid evaluation.

Task 501: Bid Document Preparation and Consolidation

Objective. Prepare and consolidate design documentation prepared in Phases 200, 300 and 400 into a single bid package and prepare bid document submittals.

Approach. Prepare the following elements:

- Final design drawings and specifications submitted to Pueblo WW for review
- Pueblo WW review comments incorporated into Bid Set submittal
- Integrate Pueblo WW supplied front-end documents into Bid Set

Pueblo Responsibilities:

- Review Final Design Submittal drawings and specifications
- Advertising and bidding of Project

Deliverables:

- Final Design Submittal, drawings, and specifications
- Bid Set documents, drawing and specifications, referred to as Project Manual

Task 502: Bid Period Services

Objective. To assist Pueblo WW with bidding the Project.

Approach. Prepare the following elements:

- Prepare up to three (3) addenda for Pueblo WW as required prior to bid closing
- Attend and participate in pre-bid conference
- Respond to bidder questions during bid period
- Allot up to eighty (80) engineering hours to respond to bidders' questions and update design documentation (specifications and drawings) to include all disciplines, as needed
- Allot up to forty (40) engineering hours to assist Pueblo WW in bid evaluations

Pueblo Responsibilities:

- Lead efforts to electronically distribute plans and specifications and addenda to prospective bidders and maintain the plan holder's list
- Perform bid evaluations

Deliverables:

- Pre-bid conference agenda and meeting minutes
- Preparation of up to three (3) addenda
- Letter and supporting documentation to Pueblo WW recommending award to successful bidder

Phase 600 – Supplemental Services and Contingency

The 600 Series tasks are included for effort required to assist Pueblo WW in performing supplemental engineering services for any out of scope arising from unforeseen conditions.

Task 601: Supplemental Services

Objective. Assist Pueblo WW in performing out of scope services directed by Pueblo WW.

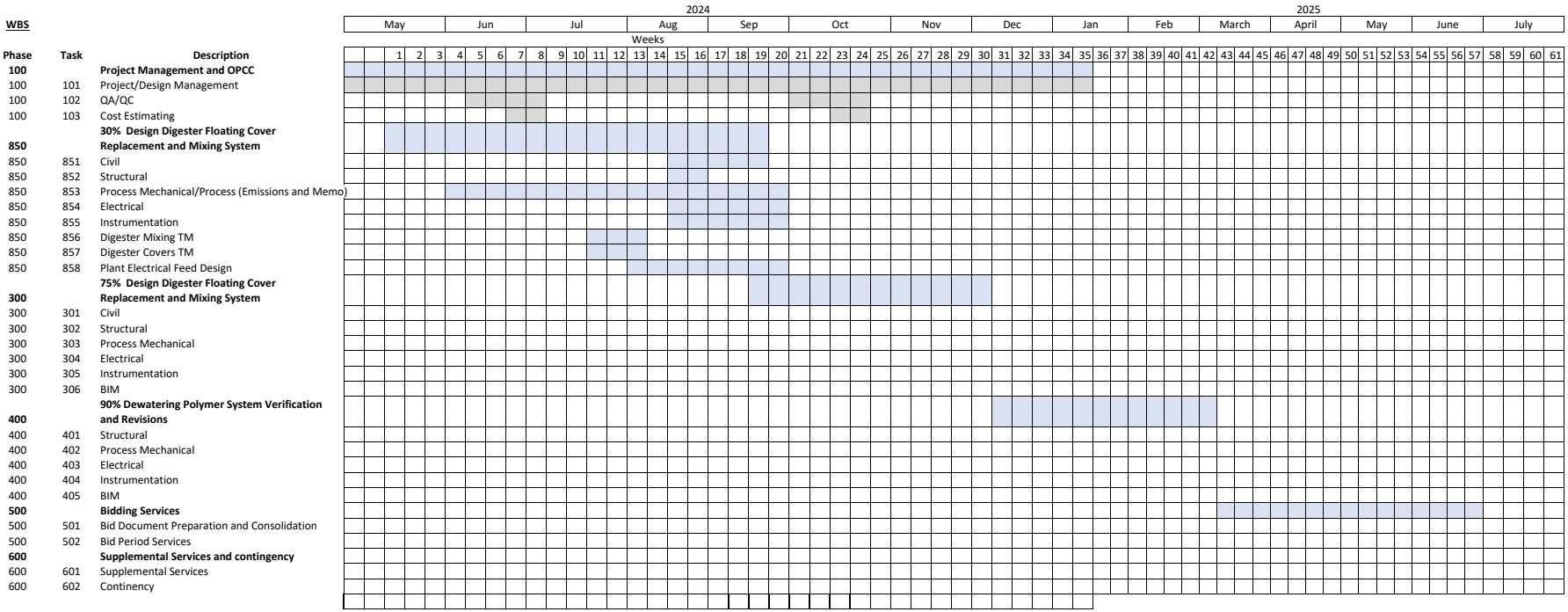
Upon written authorization by Pueblo WW and mutual agreement on scope and fee, Consultant shall provide supplemental services as needed for the design of additional features for this Project. Supplemental services are as defined by Pueblo WW.

Task 602: Contingency

Objective. Assist Pueblo WW in performing out of scope services arising from unknown conditions.

Upon written authorization by Pueblo WW and mutual agreement on scope and fee, Consultant shall utilize contingency funds as needed for the Design of this Project. Contingency funds may cover additional effort required beyond the assumptions in this scope of work due to unknown conditions.

ATTACHMENT 1 - SCHEDULE


2024
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WBS
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April
May
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July
Weeks
Phase
Task
Description
100 Project Management and OPCC
100 101 Project/Design Management
100 102 QA/QC
100 103 Cost Estimating
850 30% Design Digester Floating Cover Replacement and Mixing System
850 851 Civil
850 852 Structural
850 853 Process Mechanical/Process (Emissions and Memo)
850 854 Electrical
850 855 Instrumentation
850 856 Digester Mixing TM
850 857 Digester Covers TM
850 858 Plant Electrical Feed Design
300 75% Design Digester Floating Cover Replacement and Mixing System
300 301 Civil
300 302 Structural
300 303 Process Mechanical
300 304 Electrical
300 305 Instrumentation
300 306 BIM
400 90% Dewatering Polymer System Verification and Revisions
400 401 Structural
400 402 Process Mechanical
400 403 Electrical
400 404 Instrumentation
400 405 BIM
500 Bidding Services
500 501 Bid Document Preparation and Consolidation
500 502 Bid Period Services
600 Supplemental Services and contingency
600 601 Supplemental Services
600 602 Continency

ATTACHMENT 2 - COMPENSATION

Phase	Task	Phase / Task Description	Mike Henderson	Kathy Schlosser	Kirsti Lambert	Jennifer Short	Drawn Wall	Kevin Kidd	Abdi Dorn	Trish Robidoux	Civil Designer	Perry Sasser	Dana Hendricks	Sarvarone Sichon	Evan Schoel	Dan Clayton	Trom Chapman	Le Bruno	Libby Mckenna	Derek Irvin	John Wilie	Trung Le	Jacob Cox	Robert Lewis	Nicholas Ung	Saleh Haaland	Nick Roberts	Electrical CAD	Drawn Wall	Matthew Pagenkopf	Meng Koh	Saleh Haaland	Sean McBride	M/C CAD	Tracy Sickman	Dade Irwin	Paige Viteri	Mark J Robinson	Vidal Salumbe	William Agster	Scott Turner	Dsand Shroyer	Total Labor Hours	Labor Effort	Equipment Supplies & Shipping	Travel Costs	Subtotal ODCs	A/P C	SUB	Contingency	Direct Labor ODC Markup	Subtotal Markup	Total Effort
			Principal In Charge	Project Mgr	Project Analyst	Biller	Word Processing	Design Mgr	Civil SME	Civil Eng	Civil Designer	Struct SME	Sr Struct Eng	Jr Struct Eng	Struct Designer	Proc Mech SME	Proc Mech SME	Proc Mech Eng	Jr Proc Mech Eng	Proc Mech Designer	Process SME	Jr Process Eng	Elect SME	Sr Elect Eng		Jr Elect Eng	Elect Designer	Elect CAD	Elect Admin	I&C SME	Sr I&C Eng	Jr I&C Eng	I&C Designer	I&C CAD	BIM SME	Sr BIM	Jr BIM	BIM Designer	BIM DB Spt	Cost Est SME	Sr Cost Est	Jr Cost Est										
			$305.00	$247.00	$137.00	$158.00	$107.00	$269.00	$269.00	$229.00	$183.00	$295.00	$247.00	$137.00	$203.00	$295.00	$247.00	$203.00	$158.00	$183.00	$305.00	$229.00	$269.00	$158.00	$137.00	$158.00	$203.00	$183.00	$107.00	$269.00	$158.00	$158.00	$229.00	$183.00	$229.00	$203.00	$183.00	$183.00	$229.00	$183.00	$247.00	$247.00	$229.00										
100		**Project Management**	**4.00**	**136.84**	**38.00**	**10.00**	**44.00**	**208.95**	**4.00**	**0.00**	**0.00**	**22.00**	**14.00**	**8.00**	**0.00**	**62.00**	**0.00**	**0.00**	**0.00**	**0.00**	**16.00**	**0.00**	**4.00**	**40.00**	**0.00**	**12.00**	**0.00**	**0.00**	**0.00**	**3.53**	**26.00**	**0.00**	**0.00**	**0.00**	**27.00**	**315.61**	**16.00**	**24.00**	**2.00**	**16.00**	**89.61**	**95.00**	**1238.53**	**$278,230.00**	**$600.00**	**$2,500.00**	**$3,100.00**	**$0.00**	**$10,000.00**	**$0.00**	**$1,310.00**	**$292,640.00**
	101	Project Mgmt Planning	2.00	42.81	6.00			20.00																																		70.81	$17,387.00			$0.00				$0.00	$17,387.00
	102	Project Controls & Reporting	2.00	19.03	20.00	10.00																																				51.03	$9,630.00			$0.00				$0.00	$9,630.00
	103	Project & Design Management		65.00	12.00		36.00	168.95																																		281.95	$66,998.00	$600.00	$2,500.00	$3,100.00	$0.00			$310.00	$70,408.00
	104	Internal QA/QC		10.00			8.00	20.00	4.00			22.00	14.00	8.00		62.00					16.00		4.00	40.00		12.00				3.53	26.00				24.00	20.00							293.53	$67,902.00			$0.00	$0.00			$0.00	$67,902.00
	105	Cost Estimating																																						16.00	89.61	95.00	200.61	$47,840.00			$0.00	$0.00			$0.00	$47,840.00
	106	BIM Services																																3.00	295.61	16.00	24.00	2.00				340.61	$68,473.00			$0.00	$0.00	$10,000.00		$1,000.00	$79,473.00
																																														$0				
850		**30% Design - Digester Cover & Mixing System- Plant Electrical Feed**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**20.00**	**8.00**	**0.00**	**0.00**	**0.00**	**0.00**	**6.00**	**18.00**	**100.00**	**132.69**	**44.00**	**40.00**	**40.01**	**19.00**	**144.00**	**60.00**	**74.19**	**49.69**	**0.00**	**0.00**	**41.00**	**28.07**	**22.00**	**36.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**882.65**	**$168,016.00**	**$0.00**	**$2,500.00**	**$2,500.00**	**$0.00**	**$0.00**	**$0.00**	**$250.00**	**$170,766.00**
	851	Civil Design								20.00	8.00																																28.00	$6,044.00			$0.00	$0.00			$0.00	$6,044.00
	852	Structural Design																																									72.72	$12,601.00			$0.00	$0.00			$0.00	$12,601.00
	853	Process Mechanical Design														6.00	2.00	84.00	86.61	44.00	40.00	40.01																					302.62	$82,415.00		$2,500.00	$2,500.00	$0.00			$250.00	$65,165.00
	854	Electrical Design																					3.00	20.00		46.15	25.01																94.16	$16,335.00			$0.00	$0.00			$0.00	$16,335.00
	855	Instrumentation Design																												1.00	28.07	22.00	36.00									87.07	$16,425.00			$0.00	$0.00			$0.00	$16,425.00
	856	Digester Mixing TM Preparation															8.00	8.00	23.04																								39.04	$7,240.00			$0.00	$0.00			$0.00	$7,240.00
	857	Digester Floating Cover TM Preparatior															8.00	8.00	23.04																								39.04	$7,240.00			$0.00	$0.00			$0.00	$7,240.00
	858	Plant Electrical Feed Design																					16.00	104.00	60.00					40.00														220.00	$39,716.00			$0.00	$0.00			$0.00	$39,716.00
300		**75% Design - Digester Cover & Mixing System**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**28.00**	**10.00**	**24.35**	**42.00**	**75.00**	**76.78**	**6.00**	**31.00**	**180.00**	**297.65**	**120.00**	**24.00**	**0.00**	**4.45**	**46.00**	**0.00**	**73.00**	**141.00**	**10.00**	**0.00**	**4.45**	**55.00**	**46.00**	**70.00**	**10.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1374.67**	**$259,401.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$259,401.00**
	301	Civil Design								28.00	10.00																																38.00	$8,242.00			$0.00				$0.00	$8,242.00
	302	Structural Design										24.35	42.00	75.00	76.78																												218.13	$43,419.00			$0.00				$0.00	$43,419.00
	303	Process Mechanical Design														6.00	31.00	180.00	297.65	120.00	24.00																						658.65	$122,275.00			$0.00				$0.00	$122,275.00
	304	Electrical Design																					4.45	46.00		73.00	141.00	10.00																274.45	$50,451.00			$0.00				$0.00	$50,451.00
	305	Instrumentation Design																												4.45	55.00	46.00	70.00	10.00								185.45	$35,014.00			$0.00				$0.00	$35,014.00
400		**90% Design - Dewatering Polymer System**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**15.48**	**24.00**	**48.00**	**37.00**	**6.00**	**0.00**	**100.00**	**168.00**	**70.00**	**0.00**	**0.00**	**4.36**	**20.00**	**0.00**	**65.00**	**73.00**	**8.00**	**0.00**	**4.45**	**40.00**	**36.00**	**61.00**	**10.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**790.28**	**$145,894.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$145,894.00**
	401	Structural Design										15.48	24.00	48.00	37.00																												124.48	$24,582.00			$0.00				$0.00	$24,582.00
	402	Process Mechanical Design														6.00		100.00	168.00	70.00																							344.00	$61,424.00			$0.00				$0.00	$61,424.00
	403	Electrical Design																					4.36	20.00		65.00	73.00	8.00																170.36	$30,885.00			$0.00				$0.00	$30,885.00
	404	Instrumentation Design																												4.45	40.00	36.00	61.00	10.00								151.45	$29,003.00			$0.00				$0.00	$29,003.00
500		**Bidding Services**	**0.00**	**10.00**	**0.00**	**0.00**	**4.00**	**24.00**	**0.00**	**19.00**	**6.00**	**1.00**	**7.00**	**38.00**	**49.00**	**0.00**	**0.00**	**53.00**	**23.11**	**45.00**	**0.00**	**0.00**	**3.00**	**49.00**	**0.00**	**66.00**	**85.00**	**17.00**	**4.00**	**16.91**	**40.00**	**27.00**	**46.00**	**5.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**638.02**	**$120,980.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$120,980.00**
	501	Bid Documents Preparation & Consolidation		6.00			4.00	12.00		19.00	6.00		5.00	34.00	45.00			45.00	10.11	45.00			2.00	26.00		66.00	12.00	4.00	4.00	14.01	28.00	27.00	40.00	5.00									455.12	$85,053.00			$0.00				$0.00	$85,053.00
	502	Bid Period Services		4.00				12.00				1.00	2.00	4.00	4.00			8.00	13.00				1.00	23.00			73.00	17.00		2.90	12.00		6.00									182.90	$35,927.00			$0.00				$0.00	$35,927.00
600		**Supplemental Services**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$100,000.00**	**$0.00**	**$100,000.00**
	601	Supplemental Services																																								0.00	$0.00			$0.00			$50,000.00	$0.00	$50,000.00
	602	Contingency																																								0.00	$0.00			$0.00			$50,000.00	$0.00	$50,000.00
		GRAND TOTAL	**4**	**147**	**38**	**10**	**48**	**233**	**4**	**67**	**24**	**63**	**87**	**169**	**163**	**80**	**49**	**433**	**621**	**279**	**80**	**40**	**35**	**299**		**290**	**349**	**35**	**4**	**70**	**189**	**131**	**213**	**25**	**27**	**316**	**16**	**24**	**2**	**16**	**90**	**95**	**4,924**	**$972,521.00**	**$600.00**	**$5,000.00**	**$5,600.00**	**$0.00**	**$10,000.00**	**$100,000.00**	**$1,560.00**	**$1,089,681.00**
		CONTRACT AMOUNT LESS P4 Phase 850 FUNDING																																																	**$918,915.00**

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

23-130

WASTEWATER DEPARTMENT ENGINEER OF RECORD - DIGESTER COVERS AND MIXING SYSTEM REPLACEMENT, POLYMER SYSTEM REPLACEMENT, AND PHASE 4 ELECTRICAL IMPROVEMENTS PROJECT

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND BROWN AND CALDWELL, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____day of _____ , 20_____ , by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Brown and Caldwell, Inc., a registered California Corporation (hereinafter referred to as "Consultant"), a professional engineering firm, for Consultant to render certain professional planning, design, engineering, construction management and related services for City in connection with Bid 23-130 Wastewater Department Engineer of Record -Digester Covers and Mixing System Replacement, Polymer System Replacement, and Phase 4 Electrical Improvements Project, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

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

[n/a] - Study and Report Phase
[X] - Preliminary Design (Schematic) Phase
[X] - Final Design Phase
[X] - Construction Documents and Bidding Phase
[n/a] - Construction Phase

A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.

B. Such services shall include all usual and customary professional engineering services (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and construction management planning services (directly or through its professional subconsultants and subcontractors) as generally stated herein and as more specifically set forth in Schedule 1. Consultant shall also provide any landscape engineering, surveying, and geotechnical services incidental to its services on the Project.

C. In performing the professional services, Consultant shall complete the services described in Schedule 1 attached hereto and incorporated herein by reference (the "Services") and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services. In the event of a conflict, the Scope of Services set forth in Schedule 1 shall prevail.

D. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado.

Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

E. Surveying work included within this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase

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

A. Consult with City to determine the requirements for the Project and review available data. Advise City as to the necessity of providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist City in obtaining any such services.

B. Provide special analyses of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

C. Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

D. Provide general economic analysis of City's requirements applicable to various alternatives.

E. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to City and setting forth Consultant's findings and recommendations with opinions of probable costs.

F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with City. City may request additional electronic copies as needed for no additional charge. City may request additional hard copies as needed as a reimbursable expense.

2.2. Preliminary Design (Schematic) Phase

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

A. Consult with City and determine the general design concept and Project requirements based upon information furnished by City as well as any study or report on the Project.

B. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

C. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

D. Provide written disclosure to City of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.

E. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional electronic copies as needed for no additional charge. City may request additional hard copies as needed as a reimbursable expense.

2.3. Final Design Phase

Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

A. After consultation with the City, receipt of City's selection of any design options and review of the preliminary design documents, if any, prepare and submit to City final drawings showing the scope, extent, and character of the work to be performed by contractors, and specifications describing such work and the requirement therefor. Such plans and specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including drawings and specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.

B. Make revisions to the drawings and specifications reasonably requested by City and informing the City of any change in probable construction costs as a result of such revisions.

C. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

D. Based upon Consultant’s professional judgment in accordance with applicable standards of care, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed as a reimbursable expense.

2.4. Construction Documents and Bidding Phase

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

A. Prepare and submit to City draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Consultant shall consider and incorporate, to the extent both advisable and feasible, City's standard forms of agreement, warranty, payment and performance bond requirements, general conditions, and selected specifications.

B. After review and comment by City, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings and/or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to City. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.

C. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.

D. Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Consultant in writing to all plan holders.

E. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

2.5. Construction Phase

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

A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.

B. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.

C. Make determinations as to whether the work is proceeding in general accordance and compliance with the construction contract documents.

D. Promptly advise the City in writing of any observed omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.

E. Reject any work on the Project that does not conform to the contract documents.

F. On request of the City, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.

G. Review shop drawings, samples, work product data, and other submittals of the Contractor for general conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.

H. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has made periodic observations of the Project during construction and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in general accordance with the drawings, specifications, and other contract documents.

I. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.

J. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

K. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

L. The Consultant shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of

the City or Contractor, the Consultant shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Consultant shall be final and binding on the Contractor and City, unless the Director of Wastewater of the City shall, within seven calendar days after receipt of the Consultant's interpretation or decision, file its written objections thereto with the Consultant and Contractor.

2.6. Additional Responsibilities

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

A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, drawings, specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any negligent errors, omissions, or other deficiencies in its work in breach of applicable standards of care.

B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City to the extent caused by Consultant's negligent acts or omissions.

C. Consultant's professional responsibility shall comply with the generally accepted standard of care applicable to the type of engineering and architectural services provided in effect at the time services are rendered and commensurate with the size, scope, and nature of the Project.

D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees. Notwithstanding the foregoing, Consultant is not responsible for the health and safety duties of workers, agents or third parties not under Consultant’s control, including compliance with health and safety programs and precautions.

E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified and noted within Schedule 2, attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection.

Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

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

F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.

G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (1) that Consultant considers the work beyond the scope of this Agreement, (2) the reasons the Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.

B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project. Consultant shall rely on information provided without verification unless otherwise agreed in Schedule 1. City shall notify Consultant of any known or potential health or safety hazards existing at or near the project site.

D. Arrange for Consultant to have access to enter private and public property as required for Consultant to perform its services.

E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.

H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 “Services” 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 as shown in A1 below, an amount not to exceed $918,915.00 in the aggregate as set forth in the grand total shown in Schedule 2 "Fee Schedule".

1. The maximum amount of each phase shall not exceed the amount specified in Schedule 2 for such phase unless agreed upon by Consultant and City with a written Change Order or written Amendment.

2. A written Change Order may be considered for an increase amount of the applicable phase for up to 10% of the grand total cost of the project.

3. A written Amendment approved by City Council, Consultant, and Department Director shall be utilized for any agreed upon change to each phase exceeding 10% of the grand total.

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.

1. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions for each phase as set forth in Schedule 2 and shall contain appropriate documentation that such services have been performed and expenses incurred.

2. Such applications for payment of each phase shall not exceed 90% of said phase until final work of the phase has been completed. The final application for payment for each phase shall be the remaining 10% of the phase and shall be paid upon satisfactory completion of the phase as approved by City.

3. The applications for payment shall be submitted monthly with consideration of City for review of satisfactory completion and payment within 45 days of the date of such application is received provided that sufficient documentation has been furnished.

4. The final application for payment for the final 10% of the final phase, shall be held by City until all previous phases and current final phase 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, 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 negligent errors or omissions.

E. Compensation for authorized Services 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 10 days’ written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with the Services, or to pay its employees and Consultants, or to perform work with the level of care and skill ordinarily exercised by consultants performing similar services at the time services are performed and in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

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

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant’s employees. Consultant may make an accurate statement that it worked for City on the Project, but 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, City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001; or to the Consultant, Brown and Caldwell, Inc., Attn: Michael Thorstenson, Principal-In-Charge, 1527 Cole Blvd., Suite 300, Lakewood, Colorado, 80401. 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, Bid 23-130 Wastewater Department Engineer of Record - Digester Covers and Mixing System Replacement, Polymer System Replacement, and Phase 4 Electrical Improvements Project, is 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 any Schedule or attachment shall control and supersede the conflicting provision in the Agreement.

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 to the extent City has paid Consultant for services performed by Consultant's subconsultants and subcontractors.

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. In the event of litigation the court shall award the prevailing party its court costs and reasonable attorney fees.

7.10. Severability

If any provision of this Agreement, 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.

7.11. Appropriations

The City is prohibited by law from making commitments beyond the term of the current City Fiscal Year. Payment to Consultant beyond the current City Fiscal Year is contingent on the appropriation and continuing availability of agreement funds in any subsequent year. The City's obligation to pay Consultant shall be contingent upon funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the City's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If City funds are not appropriated, or otherwise become unavailable to fund this Agreement, the City may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The City shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination. Consultant shall confirm availability of Agreement Funds before proceeding and/or making obligations for work exceeding the initial and subsequent annual appropriations.

7.12. Force Majeure

Neither party shall be responsible for delays caused by circumstances beyond its reasonable control including but not limited to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of either party's control that makes performance or acceptance impossible or impractical. The Consultant shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control created from any force majeure event.

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 or mediation, as mutually agreed, 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 and City from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in Section 10.2.

B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Consultant, its employees, subcontractors, and consultants.

9.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Contract 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 Contract, to be written on a commercial general liability policy form. This insurance shall be written in amounts not less than a combined single limit of $1,000,000 for each occurrence and aggregate for bodily injury including death and property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, and blanket contractual coverage. The policy shall also provide "Completed Operations and Projects Liability" coverage.

B. Commercial Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Commercial Automobile Liability Insurance. This insurance shall be written with limits of liability of $1,000,000 each accident for bodily injury and property damage. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any
and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired or used by Consultant.

C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

D. Professional Liability Insurance with coverage of not less than $1,000,000 each claim and aggregate in a form and with a self-insured retention acceptable to City.

E. Consultant shall furnish to City a certificate or certificates of insurance showing compliance with this Section. Consultant shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be cancelled or non-renewed until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Consultant shall promptly notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

10. 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 in accordance with applicable standards of care to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project. Notwithstanding, unless otherwise specified in the Scope of Services, City shall have sole responsibility as between City and Consultant with compliance with the ADA and related regulations.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 20 pages.
- Schedule 2 - "Fee Schedule" and "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 1 page.
- Schedule 3 - "Work Schedule" consisting of 1 page.

15. ELECTRONIC SIGNATURE

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

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

BROWN AND CALDWELL, INC.

By_____
Michael J. Thorstenson, Principal-In-Charge

[SEAL]

BALANCE OF APPROPRIATION EXISTS FOR THIS CONTACT AND FUNDS ARE AVAILABLE

_____
Mayor Heather Graham for Finance Director

APPROVED AS TO FORM
Department of Law

_____
Robert P. Jagger, Deputy City Attorney

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

Schedule 1

Scope of Service

Excerpt from Consultant's Proposal dated June 2024, Pages 1 – 20

Project Understanding

This scope of work describes Brown and Caldwell (Consultant) and City of Pueblo Department of Wastewater (Pueblo WW) activities that will occur as part of the design phase of the Digester Covers and Mixing System Replacement, Polymer System Replacement, and Phase 4 Electrical Improvements Project at the James R. Dilorio Water Reclamation Facility (JRDWRF).

The Phase 4 Plant Electrical Improvements has been designed. During bidding of the construction of the Phase 4 Electrical System Improvements, no bids were received. In response, Pueblo WW has decided to merge the polymer system replacement, floating digester covers replacement, mixer system construction packages, and incoming electrical service improvements with the electrical improvement construction package in the anticipation of creating a more enticing project for contractors to bid.

This Scope of Services includes the work to be provided by Brown and Caldwell for the Pueblo WW to perform detailed design services for:

- Digester mixing system replacement
- Replacement of two (2) floating digester covers (Digesters 3 and 4), including evaluation of new Colorado Air Quality Requirements to guide direction for digester covers replacement
- Verification and revisions to existing design documents for replacement of the polymer system
- Incoming electrical service improvements, elimination of existing fuses and installation of resettable protection devices on the incoming electrical service
- Consolidation of design documentation with existing electrical improvements project to create a single construction package

It is expected that the proposed improvements will not require the Colorado Department of Public Health and Environment (CDPHE) Application Procedures for Amendment of Existing Site Location Approval Procedures, pursuant to 5 CCR 1002-22 (22.8).

Engineering services included herein are for:

- Preliminary and final design
- Bid support

Future services that will be provided under separate agreement:

- Engineering services during construction
- Controls Integration (Programmable Logic Controller [PLC] and Supervisory Control and Data Acquisition [SCADA] programming)
- Operational support during startup/commissioning

This Scope of Services includes the following phases:

- Phase 100 – Project Management and Opinion of Probable Construction Cost (OPCC)
- P4 Phase 850 – 30% Digester Floating Cover Replacement, Digester Mixing System, and Incoming Electrical Service Improvements. (This scope is being completed under Amendment #1, dated April 9, 2024 under Phase 4 Electrical Project.)
- Phase 300 – 75% Digester Floating Cover Replacement, Digester Mixing System, and Incoming Electrical Service Improvements
- Phase 400 – 90% Dewatering Polymer System Verification and Revisions

- Phase 500 – Bidding Services
- Phase 600 – Supplemental Services and Contingency

Two (2) attachments are included with this Scope of Services:

- Attachment 1 - Schedule
- Attachment 2 – Compensation
  - The full compensation for this scope of work is $1,089,681.00.
  - The compensation for this scope of work has been partially funded through reallocated funds as described in Project IV Electrical Scope Amendment #1, dated April 9, 2024. $170,776 was reallocated from services not performed and applied to this scope of work.
  - The compensation to approved for this proposal is $918,915.00.

Pueblo WW Responsibility

Pueblo WW will provide Consultant all available and relevant information to aid in the design process. This includes, but is not limited to:

- PDF files of all existing plant construction drawings
- Access to the plant site and facility to validate and verify as constructed conditions
- Knowledgeable staff who can discuss operational and maintenance issues
- Survey information pertinent to the project scope

Project Assumptions and Limitations

The following overall assumptions were made in the development of this Scope of Services:

- **Scope Basis.** This scope of work is the entirety of services offered for this project under the subject Agreement of Professional Services. Services identified in Agreement Schedule 1, unless indicated herein, are not included.
- **Project Schedule.** The work on this project is projected to commence in April 2024 and is targeted to be complete in June 2025. This includes 9 months for design and 4 months for bidding. See Attachment 1 – Schedule. The schedule includes assumptions such as regulatory and Pueblo WW review times that are not controlled by the Consultant.
- **Design Submittals/Deliverables.** Due to the varying levels of complexity, the following design submittals are anticipated:
  - 30% design submittal for floating digester covers, mixing system replacement, and incoming electrical system improvements
  - 75% design submittal for floating digester covers, mixing system replacement, and incoming electrical system improvements
  - 90% design submittal for dewatering polymer system replacement
  - 100% design submittal (Bid Set) for consolidated project design package including: digester floating covers and mixing system, dewatering polymer system, and electrical improvements
- **Decisions.** The design approach is based on interactive workshops for each design submittal/deliverable detailed above. Decisions will be reached in the workshop setting and summarized/documented and maintained in an issues/decision log. Additionally:

  - The 30% design submittal for the floating digester covers and mixing system will document major decisions. Any alternatives analysis will be completed during the 30% design phase. All other design decisions will be expedited between Consultant and Pueblo WW using workshops and direct communications and documented in a decision log.
  - It is expressly understood and mutually agreed that the dewatering polymer system design effort includes modifications to the existing design documentation for compliance to current codes and coordination with the polymer system vendor to confirm their scope of supply and make minor modifications to the existing design to accommodate changes required for the vendor's supply.
  - No allowance has been made in this scope of work for modifying design documentation for the electrical system improvements.
  - No value engineering is included in this scope.
- **Pueblo WW Design Review Comments.** The Pueblo WW project manager will compile and reconcile Pueblo WW staff comments on all Consultant deliverables. All project reviews and comment periods are assumed to be ten (10) working days to accommodate the project schedule. The Consultant team will not continue design during project review of submittals to avoid over-developing items that may change based on Pueblo WW's feedback.
- **Codes and Standards.** The design will be based on federal, state, and local codes and standards in effect at the beginning of the project. Any changes in these codes may necessitate a change in scope and will be subject to renegotiation. The existing plant facilities are assumed to be in full compliance with current drainage, electrical, building, mechanical, plumbing, seismic, and other codes that apply to these types of facilities. Revisions and rehabilitation of existing plant facilities to achieve compliance with current codes are specifically excluded from this scope of work, **with the exception of the new Colorado Air Quality requirements which will be evaluated as part of Phase 850**. The installing Contractor will prepare a building permit application for each building facility and respond to comments from Pueblo Building Services with modifications included in the Bid Set submittal. Pueblo WW will pay all permit fees.
- **Bidding as One Project.** All designs will be merged as part of a single package to be publicly bid as one project using the traditional design-bid-build method of delivery.
- **Specifications.** BC's master specifications will be used as the basis for technical specifications (modified Construction Specification Institute MasterFormat® 2020 – Divisions 01 through 46). Pueblo's master specifications will be used for Division 00 (introductory information; bidding and contract requirements). Preparation of contract design specifications will be based on the use of standard BC document protocols and specification formats, including bidding forms and general specification conditions like those which have been used on previous projects with Pueblo WW. All specifications will be prepared in Microsoft Word. Electronic delivery format will be PDF.
- **Drawings.** Design will be produced in the Autodesk suite of products using AutoCAD, AutoCAD Civil 3D, and Revit, based upon BC Document Production Standards (DPS), 2023 version. Electronic delivery format will be PDF.
- **Estimates or OPCC.** In providing OPCC, financial analyses, economic feasibility projections, and schedules for this project, Consultant has no control over cost or price of labor/materials; unknown or latent conditions of existing equipment/structures; competitive bidding procedures and market conditions; time or quality of performance by third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty the City's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

- **Record Drawings.** Pueblo WW will provide PDF files of all existing plant construction drawings. These drawings are considered record drawings and will be relied upon to be accurate for design purposes. Pueblo WW will provide to Consultant all data in their possession relating to Consultant's services on this project. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided. If provided documents are found to be erroneous in content, an adjustment to work scope subject to renegotiation with Pueblo WW may be required.
- **Unknown Conditions.** Consultant is not responsible for additional effort that may be required for issues related to unknown conditions that may impact the design or construction.
- **Design Gates.** The final design phase will not commence until all decisions are final and Pueblo WW approves the preliminary design.
- **Coordination Meetings.** The BC Project Manager, Design Manager, and up to four additional design engineers (discipline leads) may attend progress meetings with Pueblo WW. Meetings will be held virtually and on a monthly frequency.

The following table summarizes key assumptions for each of the major design disciplines.

Continue to next page.

Discipline Area	Key Scope Assumptions
Geotechnical	• There are no Geotechnical activities planned for this project.
Architectural	• No modifications are required for the Dewatering Polymer System design documentation. • Building architecture (materials, construction) will be similar to existing structures. • No landscape architect services will be required for this Project.
Civil	• Dewatering during construction is the responsibility of the Contractor. • Additional site security and fencing is not required. • Existing topographical survey information and base mapping will be utilized for the design of new facilities and modifications of existing facilities. • Surveying will be furnished by Pueblo WW, in accordance with generally accepted practice (expected services will include general location, construction baseline and benchmarks, pothole work, and water surface elevations). Deliverables will include electronic files, AutoCAD Civil 3D 2019 or newer. • Additional topographical survey information to augment the existing base mapping will be identified by Consultant to be obtained by Pueblo WW for the design of new facilities and modifications of existing facilities. • Legal, easement, and plat surveys for the site will not be required. • Landscaping and irrigation plans will not be prepared. • No traffic analysis or traffic control design are required. Unimproved road east of the secondary clarifiers will not be modified. • The capacity of the existing fire protection system is adequate to handle the new facilities.
Structural	• No retaining walls will be required. • Structural inspection of the interior surface of the digesters will occur only after the contractor has cleaned and made safe access for inspection. • Structural design will be limited to equipment pads, housekeeping pads, slabs on grade, and access platforms and stairs less than 6 feet in height. • The digester tanks are structurally sound and can accommodate digester cover attachment and appropriate uplift forces from the digester gas system and overflow addition pipe penetrations to accommodate the proposed digester mixing system. • No changes made to existing cover access platforms or guardrails.
Process	• No process modeling is required.
Process Mechanical	• Design concerning “plant-wide” utility systems such as basin drainage, water and in-plant waste collection/disposal will be limited to extension of and/or changes to existing piping. No new structures or equipment will be needed. • Active cathodic protection will not be required for buried piping. • Piping 2 inches in diameter and smaller will be field routed, unless needed to show appropriate design intent. • Pipe supports will be Contractor-designed based upon a performance specification. • Pipe expansion/contraction control measures will be Contractor-designed based upon a performance specification. • Seismic bracing/control measures for piping will be specified for Contractor design. • Digester mixing design will be based on Computation Fluid Dynamics (CFD) modelling by the Vendor.
Building Mechanical	• No HVAC design is required under this SOW. Any HVAC design that is part of an existing package is assumed to be adequate. • Limited plumbing systems to include drainage and hose bibs. No restroom is anticipated. • Where emergency fixtures are planned, tepid water (80 – 85°F) will be provided. • Fire suppression is not anticipated.

Discipline Area	Key Scope Assumptions
Electrical	• 30 Percent Design phase documents will be limited to discipline general drawings, site drawings identifying major electrical system tie-ins/sources, and electrical load distribution. • Existing installation meets current NEC requirements; effort to bring existing installation up to new code requirements not included. • Existing areas are correctly rated and designed per NFPA 820; effort to bring existing installation up to current area classification requirements not included. • Electrical specifications will be provided during the Final Design phase only. • It is assumed the net change in plant electrical load resulting from the project will not require upgrade of the plant's existing electrical service. • Fire detection/alarm: BC will provide a specification defining the performance requirements for the system. The system will be designed and constructed by the Contractor using licensed specialists as required. • Conduit and cable tray supports: BC will provide a specification defining the performance requirements for hangers and supports. The Contractor will develop hanger and support details and route and install all conduits and cable trays. • Short-circuit, coordination, and arc flash analyses: BC will provide a specification for the performance of these analyses. The analyses will be performed by the Contractor using data for the actual electrical equipment procured and installed. • Site security, cameras, and public address systems will not be included.
Instrumentation	• I&C will match the existing system and components available during the Project. • I&C will be similar in type and sophistication to match existing facilities. Analog elements and components will be used, and no significant modifications to existing I&C equipment or systems will be needed. • A design for modifying the existing programmable logic controller (PLC)-based supervisory control and data acquisition system (SCADA) will be provided for the process areas being modified. Significant modifications to existing I&C equipment or systems will not be required. • Pueblo will provide "as-built" documentation of the existing process instrumentation and control system. Pueblo-provided information will include, but not be limited to, existing motor and control circuit diagrams, panel shop drawings, process instrument information, and process control system software documentation. • The new instrumentation and control system modifications will be based on the use of existing PLCs with the assumption spare capacity is available. Plant status monitoring will be by the existing commercially available PC-based software package. Remote access to plant components will not be provided. • 30 Percent Design will include process & instrumentation diagrams (P&IDs), completed to a level sufficient to identify the primary processes and process equipment and extent of major modification of treatment process. P&IDs will be completed during the Final Design phase. • 30 Percent Design will include a Control System Block Diagram drawing depicting the site's major network modifications. Final Design will update the drawing to include all network modifications, in the Project-modified process areas only. • Discipline specifications will be provided during the Final Design phase only. • The Basis of Design TM will be provided during the 30 Percent Design phase, without modification during Final Design. • The public address system design or modification will not be included. • Security system and video system design are excluded from this scope of work. • Vendor-supplied control system packages will be interfaced through hardwired signals. • SCADA and PLC programming will be conducted via remote access. Programming of vendor supplied control packages is excluded from this scope of works. • The Construction Contractor will provide field staff to perform loop and continuity tests.
Permitting	• Wetlands, biological assessments, or archaeological investigations and surveys will not be necessary. • The Construction Contractor will secure other project-related permits such as the grading, building, electrical, and plumbing permits. • No effort associated with right-of-way permits is included as all construction activities will occur within the site boundaries of the existing plant. • Contractor is responsible for obtaining Stormwater Pollution Prevention Plan (SWPPP) Permit. • Pueblo WW will coordinate directly with the fire marshal for review as part of the Building Services permit application process.

Detailed Scope of Services

The following sections present Consultant's detailed scope of work.

Phase 100 – Project Management

Task 101: Project Management Planning

An internal Project Management Plan (PMP) will be created to document the key project information required by all project team members to assist them in executing the project to meet the required objectives: on time, on budget, high quality, and meeting Pueblo WW's critical success factors. The key elements of the project plan are described below:

- Project Charter, which will establish the project goals, objectives, and critical success factors.
- Project team members, their roles, and responsibilities, including a staffing plan (management, engineering, QA/QC, etc.)
- Scope of Services with work breakdown structure
- Project schedule
- Project budgets
- Communications Plan
- Risk Management Plan
- QA/QC Plan
- BIM Execution Plan
- Project documentation plan and file structure
- Change management process
- Health and Safety Plan for field work

Task 102: Project Controls and Reporting

Invoicing will occur monthly and will be prepared and submitted to Pueblo WW via email in an approved format. Invoices shall include total contract amount, total charges to date, previous billings, outstanding balance, current amount remaining, and total amount due. Invoice will include a narrative description of the work performed during the invoice period.

Assumptions:

- It is anticipated that the duration of the design phase is 9 months.
- It is anticipated that the duration of the bidding phase is 4 months.

Deliverables:

- Monthly invoices

Task 103: Project Management and Design Management

Objective. To support the general Project Management and Design Management activities throughout the project.

Approach. Consultant will provide management oversight on the project in accordance with BC policies and standard practices. This task also includes the development of the Front-End Division 01 specifications for the project. Other activities include monthly progress meetings, miscellaneous project meetings, site visits, bidding support, construction sequencing evaluation, and project closeout.

Pueblo Responsibilities:

- Provide the updated Division 00 documents for review by Consultant to ensure consistency with Division 01 documents and other portions of the contract.

Assumptions:

- The Division 00 documents will require no significant edits.

Deliverables:

- Division 01 project technical specifications

Task 104: Internal QA/QC

Objective. To implement Consultant's internal QA/QC program to review deliverables from this scope. The deliverables for this scope of work include the following:

- 30% Design of the Digester Floating Cover Replacement and Digester Mixing System
- 75% Design of the Digester Floating Cover Replacement and Digester Mixing System
- 90% Design of the Dewatering Polymer System
- Bid Set of the Consolidated Construction Package (Digester Floating Cover Replacement, Digester Mixing System, Dewatering Polymer system, and Phase 4 Electrical Improvements)

Approach. Consultant will provide appropriate calculation and deliverable QA reviews by in-house, senior staff members. No external value engineering reviews are included in this scope.

Task 105: Cost Estimating

Objective. To provide an Opinion of Probable Construction Cost (OPCC) at each design phase milestone.

Approach. Consultant will provide an OPCC for each of the four (4) design submittals. Each OPCC will be developed and submitted in accordance with the Association for the Advancement of Cost Engineering Estimate Classification System. Cost estimates will be subdivided by major engineering disciplines.

Since an OPCC for the Phase 4 Electrical Improvements project has recently been completed, only updates to cover escalation will be performed to the existing OPCC for the Phase 4 Electrical Improvements will be prepared under this scope.

The following is a list of each Design Submittal and corresponding AACE estimate Class.

- 30% Design of the Digester Floating Cover Replacement and Digester Mixing System, Class 4 estimate (with an expected accuracy range of -30 to +50%)
- 75% Design of the Digester Floating Cover Replacement and Digester Mixing System, Class 3 estimate with an expected accuracy range of -20 to +30%)
- 90% Design of the Dewatering Polymer System, Class 2 estimate (with an expected accuracy range of - 15 to +20%)
- Bid Set of the Consolidated Construction Package (Digester Floating Cover Replacement, Digester Mixing System, Dewatering Polymer system and Phase 4 Electrical Improvements) Class 1 estimate (with an expected accuracy range of - 10 to +150%)

Pueblo Responsibilities:

- Review cost estimates and construction schedule

Deliverables:

- 30% Design of the Digester Floating Cover Replacement and Digester Mixing System, Class 4 OPCC
- 75% Design of the Digester Floating Cover Replacement and Digester Mixing System, Class 3 OPCC
- 90% Design of the Dewatering Polymer System, Class 2 OPCC
- Bid Set of the Consolidated Construction Package Class 1 OPCC

Task 106: BIM Services

Objective. To provide Building Information Modeling (BIM) services in support of engineering design throughout the project. The 3D digital representations of the designs will allow engineering disciplines to collaborate and coordinate more efficiently during the design phase.

Approach. Consultant will provide BIM services to integrate structured, multi-disciplinary data for detailed digital representation of the digester floating cover and mixing system and the dewatering polymer system. This task includes subcontractor support for LIDAR integration, including model and content checking.

P4 Phase 850 – 30% Design Digester Floating Cover Replacement and Mixing System

The 30% design will commence with the advancement of the planning concept for the floating digester cover replacement and a new digester mixing system. This design will also consider new air quality regulations and the potential impact to the design. The concepts for the floating digester cover replacement and the new digester mixing system will be documented in two separate technical memorandums (TM). Each TM will be submitted to Pueblo WW for review. Upon receiving concurrence from Pueblo WW for each TM the Consultant will proceed with design.

Objective. To document the basis for final design for the Project scope of work to achieve the following objectives:

- Form the basis for detailed design and preparation of contract documents and obtain Pueblo WW approval on general arrangement and direction of proposed design.
- Develop a technical memorandum (TM) detailing the basis of design of the digester mixing system (process needs, equipment sizing) and electrical power needs and review against the existing power supply from the existing Digester electrical room.
- Develop a technical memorandum (TM) detailing the basis of design of the floating digester covers process needs and evaluate future air quality regulation implications to the design.
- Establish design approaches for digester floating covers and mixing system.
- Develop conceptual level construction sequencing plan.

Discipline specific tasks, such as Civil, Structural, etc., include effort associated with QA/QC, construction sequencing, and internal Project Team meetings. Internal Project team meetings will occur weekly during the 30% design phase.

Additionally, the following meetings with Pueblo WW are included within the discipline specific tasks:

- **Kickoff Meeting and Site Visit.** Consultant will conduct a 3-hour in-person kick-off meeting with Pueblo WW staff to establish project expectations, discuss issues and concerns, and develop a foundation for collaborative teamwork. Concepts for discussion will include elements of the proposed design, general plant design, and construction considerations. Consultant will walk the site with Pueblo WW staff.
- **30% Design Review Meeting.** Consultant will conduct a 2-hour virtual meeting with Pueblo WW staff to review the 30% design drawings and specification list.

Task 851: Civil Design

Objective. To develop a preliminary overall site layout, including major process/yard piping, earthwork, drainage, and initial identification of construction constraints, as needed; and to coordinate these concepts with the other design disciplines as needed.

Approach. Develop the following elements:

- Civil 3D models of both existing and proposed features
- Horizontal and vertical control
- Preliminary site layout, including but not limited to, major process piping, grading, pavement, site drainage, and site access
- Drawings as identified in the preliminary drawing list
- Specification list

Pueblo Responsibilities:

- Confirm or establish design criteria for site improvements using decision/issues log; discuss 30% design criteria in coordination meeting between Pueblo WW and Consultant Design Lead
- Review the 30% design submittal
- Provide site survey data as needed to inform design
- Confirm site utility features through field locates or other methods where there is reasonable expectation the base map drawings may require additional information or verification
- Coordinate with fire marshal for review of proposed facilities and determine minimum fire flow at required residual pressure; provide Consultant with fire flow design criteria for on-site water system extensions

Deliverables:

- Drawings as identified in preliminary drawing list
- Specification list

Task 852: Structural Design

Objective. To establish the basis of design criteria which determines the boundary conditions for subsequent project design decisions. Establish the structural requirements in support of the overall process configuration from a schematic and spatial configuration. This includes establishing preliminary structural sizing and identification of major equipment and piping layouts, and site constraints that will affect the structural configuration and design. Develop structural design to the 30% design level and coordinate general arrangement drawings with other disciplines.

Approach: Develop the following elements:

- Structural design criteria
- Major structural components depicted on general arrangement drawings
- Coordinate Process Mechanical/Structural requirements for major equipment and advise appropriate methods of rehabilitation and modifications
- Summarize all proposed site improvements and new facilities for inclusion in Digester Mixing and Digester Floating Cover TMs

Pueblo Responsibilities:

- Review 30% Design submittal

Deliverables:

- Structural Drawings including General Notes, Legends, and General Arrangement Plan Sheets

Task 853: Process Mechanical Design

Objective. To develop the overall process configuration from a schematic and spatial configuration for the proposed improvements. To finalize process calculations and parameters for equipment sizing and locating proposed improvements within the existing Digester Building. To develop general arrangement drawings to the preliminary design level. Coordinate with other disciplines to show key discipline components on the general arrangement drawings. Major discipline models have been developed.

Approach. Develop the following elements:

- Develop design criteria
- Major equipment type and preliminary model selections made for use in laying out equipment
- P&IDs developed to indicate major process lines and mechanical equipment
- Coordinate major utilities with civil discipline
- Coordinate model development
- Develop control narratives and coordinate with I&C engineers on instrumentation requirements
- Develop initial pump selections and a list of digester cover manufacturers
- Prepare description summary of design criteria and equipment sizing for inclusion in Digester Mixing and Digester Floating Cover TMs

Pueblo Responsibilities:

- Review 30% Design Submittal
- Provide input on pump selection and digester cover preferences

Deliverables:

- P&IDs (mechanical aspect only)
- General arrangement plans and select sections showing major equipment and key piping

Task 854: Electrical Design

Objective: To develop electrical design for providing power to the proposed digester mixing system from the existing digester electrical room. Coordinate discipline-specific requirements with other disciplines.

Approach. Develop the following elements:

- Determine preliminary service loads for all new equipment and evaluate capacity of existing electrical system
- Preliminary layout of electrical room and area space including power distribution
- Prepare description summary of available power from existing digester electrical room and power supply for proposed digester mixing system for inclusion in Digester Mixing and Digester Floating Cover TMs

Pueblo Responsibilities:

- Review 30% Design submittal

Deliverables:

- Power one-line diagrams (power distribution)
- Site electrical power plan drawings

Task 855: Instrumentation Design

Objective: To develop instrumentation design to the 30% design level, develop draft process and instrumentation diagrams (P&IDs) supporting the replacement of the floating digester covers and digester mixing system and the existing network cabling connecting the local control system with the existing facility. Coordinate discipline-specific requirements with the other design disciplines and coordinate draft construction sequencing plan.

Approach. Determine scope of new process instrumentation, system network and local control system requirements and provide draft design process and instrumentation diagrams (P&IDs) and TM edits supporting the 30% Design.

Pueblo Responsibilities:

- Review 30% Design submittal

Deliverables:

- Draft Process and Instrumentation Diagrams (P&IDs)
- Control system block diagram

Task 856: Digester Mixing TM Preparation

Objective. Prepare the Digester Mixing Technical Memorandum (TM) submittal.

Approach. Consultant will submit a PDF of the draft TM and a PDF of the final TM, updated with Pueblo WW review comments. A one (1) hour virtual meeting to discuss the TM review comments will be conducted to describe the TM's findings, discuss comments, and agree to the proposed approach for the digester mixing system.

Pueblo Responsibilities:

- Review draft TM and provide consolidated review comments
- Coordinate interaction with Pueblo Building Department and Fire Marshal for design review
- Attend TM review meeting

Deliverables:

- Draft and Final TM
- TM review meeting agenda and minutes

Task 857: Digester Floating Cover TM Preparation

Objective. Prepare the Digester Floating Cover Technical Memorandum (TM) submittal.

Approach. Prior to preparation of the TM, Consultant will visit the site to perform an assessment of the volume of digester gas escaping the existing digesters. Consultant will submit a PDF of the draft TM and a PDF of the final TM, updated with Pueblo WW review comments. A one (1) hour virtual meeting to discuss the TM review comments will be conducted to describe the TM's findings, discuss comments, and agree to the proposed approach for the digester covers.

Pueblo Responsibilities:

- Review draft TM and provide consolidated review comments
- Coordinate interaction with Pueblo Building Department and Fire Marshal for design review
- Attend TM review meeting

Deliverables:

- Draft and Final TM
- TM review meeting agenda and minutes

Task 858: Incoming Electrical Service Improvements

Objective. Elimination of existing fuses and installation of resettable protection devices on the incoming electrical service

Approach. Design bypass of the existing pole-mounted fuses and interrupters on each of the incoming 13.2kV electrical service feeds. Design new pad-mounted vacuum interrupters on each of the incoming 13.2kV electrical service feeds. This will include intercepting the underground conduits from the poles to the existing plant main switchgear and re-routing them to the new pad-mount interrupters, as well as connecting the interrupters to the plant network for monitoring. Perform a targeted coordination study of the existing 13.2kV distribution system, from the two electrical services up to primaries of the plant's (8) existing 13.2kV to 480V transformers and recommend changes to fuse sizes to improve coordination to the extent possible, or potential improvements for a separate future project to improve coordination. This coordination effort would be related to the recently discovered utility issues. A separate coordination study, short-circuit study and arc flash analysis will still be part of the work by the construction contractor as part of the overall construction package that includes the new P4 equipment.

Pueblo Responsibilities:

- Coordinate with BC and review the Technical Specification

Deliverables:

- Technical Specification for the Interrupters

Phase 300 – 75% Design Digester Floating Cover Replacement and Mixing System

The 300 Series tasks are for effort required to advance the design from the 30% design level to final design, ready for public bidding of the Project. This will be accomplished with a milestone deliverable at 75% design.

After addressing comments from the 75% design submittal, the design will be finalized and subsequently merged with the other construction packages for bidding.

Discipline specific tasks include effort associated with QA/QC, construction sequencing, and internal Project Team meetings. Internal Project team meetings will occur bi-weekly.

Specific assumptions that apply to all detailed design phases include the following:

- Decisions logged in the 30% Design phase will be followed in the detailed final design tasks. Decisions that are changed or altered drastically will be addressed by amendment if necessary.
- Because at this time the exact nature of the 30% design outcomes is not known, the detailed final design scope is based on assumption that a new "jet" style pumped mixing system will be designed.

Discipline specific tasks, such as Civil, Structural, etc., include effort associated with QA/QC, construction sequencing, and internal Project Team meetings. Internal Project team meetings will occur weekly during the 75% Design Phase.

Additionally, the following meetings with Pueblo WW are included within the discipline specific tasks:

- **75% Design Review Meeting.** Consultant will conduct a 2-hour virtual meeting with Pueblo WW staff to review the 75% design drawings and specifications.

Task 301: Civil Design

Objective. To develop a final overall site layout, including all process/yard piping, earthwork, and drainage, and to coordinate these concepts with the other design disciplines as needed.

Approach. To develop the following elements:

- Complete and final Civil 3D models of proposed features
- Final drawings as identified in the preliminary drawing list
- Final specifications

Pueblo Responsibilities:

- Review 75% Design Submittal
- Confirm site utility features through field locates or other methods where there is reasonable expectation the base map drawings may require additional information or verification
- Provide site survey data as needed to inform design

Deliverables:

- Civil drawings as identified in the preliminary drawing list
- Civil technical specifications

Task 302: Structural Design

Objective: Provide the structural design up to and including final drawings and specifications for public bidding of the Project.

Approach. Structural drawings will be based on as-built drawings of the existing facilities, structural calculations, and new/existing background. The controlling code will be the 2015 International Building Code with local amendments. Structural drawings and specifications will be prepared for the expected incidental design details.

Pueblo Responsibilities:

- Review 75% Design Submittal

Deliverables:

- Structural drawings and standard details
- Structural technical specifications

Task 303: Process Mechanical Design

Objective. To prepare process and instrumentation documents and mechanical design documents up to and including 75% drawings and specifications for public bidding of the Project.

Approach. This task consists of all work necessary for completion of the P&IDs included in the design of the digester covers and mixing system. P&ID drawings will be based on as-built drawings of the existing facilities, engineering calculations, and the characteristics of new process equipment needed for this Project. This task also includes process design, equipment sizing and selection, process piping layout, and the final mechanical plan views, mechanical sections and details, and completed specifications.

Pueblo Responsibilities:

- Review 75% Design Submittal
- Provide all necessary shop drawings, submittals, records, and operation and maintenance information necessary to establish the facility conditions that the mechanical design is based on.

Deliverables:

- Process and Instrumentation Diagrams
- Process mechanical drawings, specifications, and standard details

Task 304: Electrical Design

Objective. Prepare electrical design drawings and specifications up to and including 75% drawings and specifications for public bidding of the Project.

Approach. The scope of this task consists of all work necessary to prepare all electrical power improvements for the digester covers and mixing system design, including all raceway and cable schedules, and control schematics with reference to I&C specified process instrumentation and control devices. Electrical design drawings will include plans, one-line diagrams, electrical conduit and conductor schedules, and electrical construction details. Electrical plan drawings will show equipment locations and associated cable or raceways and indicate equipment connections as home-run type symbols with reference to which motor control center or electrical panel that a cable is to be connected. Specific activities are as follows:

- Review the general and mechanical design requirements

- Determine power requirements as needed
- Prepare one-line diagrams for the plant distribution systems
- Complete motor and control schematics for all electrical devices external to vendor-supplied equipment
- Develop electrical drawings, including site plans, power and instrumentation plans, lighting & receptacle plans, and grounding plans
- Develop raceway and cable and panel schedules
- Develop electrical specifications

Pueblo Responsibilities:

- Review 75% Design submittal
- Supply current as-built drawings for all buried and exposed power supply cables, duct banks, raceways, instrument cables, communication cabling, yard piping, process piping, and structures at the plant

Deliverables:

- Electrical drawings, specifications, and standard details

Task 305: Instrumentation Design

Objective. To develop 75% design process instrumentation and controls drawings and technical specifications, supporting the full replacement of the existing floating digester covers, new process instrumentation, and new pumping system. Process replacement will include use of the existing local controller and network connection back to the facility's existing SCADA system.

Approach. The scope of this task consists of all work necessary to develop the instrumentation and controls construction documents for the digester cover and mixing system design. Specific activities are as follows:

- Finalize P&IDs with process mechanical discipline
- Write narrative descriptions of control strategies and sequences
- Specify sensors and instruments to be used and coordinate with electrical for hazardous environments requirements
- Complete drafting of instrumentation and control system drawings, including symbol and detail sheets
- Provide installation details for I&C equipment
- Provide final control system network diagrams
- Develop technical specifications for control system hardware and software requirements
- Provide specification coordination within electrical and mechanical equipment sections

Pueblo Responsibilities:

- Review 75% Design Submittal

Deliverables:

- Instrumentation drawings, specifications, and standard details

Phase 400 – 90% Dewatering Polymer System Verification and Revisions

The 400 Series tasks are for effort required to extract the dewatering polymer drawings and technical specifications from the "2017 Upgrades and Rehab Project", validate the existing design documentation completed several years ago against the current vendor scope of supply and applicable Codes, and make necessary revisions to the Dewatering Polymer System design documentation in preparation for bidding.

Specific assumptions that apply to this series of tasks include:

- Revisions to the previous design documentation will be minimal in nature, reflecting only minor adjustments to the vendor's scope of supply. If for any reason the revisions are substantial in nature then this will be addressed by amendment, if necessary.
- Revisions to the previous design documentation, will be minimal reflecting only minor adjustments to applicable codes. If for any reason the revisions are substantial in nature then this will be addressed by amendment, if necessary.

Discipline specific tasks, such as Civil, Structural, etc., include effort associated with QA/QC, construction sequencing, and internal Project Team meetings. Internal Project team meetings will occur weekly during the 90% Design Phase.

Additionally, the following meeting with Pueblo WW is included within the discipline specific tasks:

- **90% Design Review Meeting.** Consultant will conduct a 2-hour virtual meeting with Pueblo WW staff to review the 90% design drawings and specifications.

Task 401: Structural Design

Objective. Extract structural design documentation (technical specifications and drawings) from the "2017 Upgrades and Rehab Project" and provide structural design documentation, including final drawings and specifications for bidding.

Approach. Structural drawings and technical specifications will be based on the applicable design documents from the "2017 Upgrades and Rehab Project". Design drawings and technical specifications will be updated based on vendor supply and the latest edition of the International Building Code with local amendments. Structural drawings and specifications will be prepared for slabs, structural steel, concrete reinforcement, anchor bolts, bracing, miscellaneous metals, and other structural aspects of any new/existing facilities associated with the dewatering polymer system improvements.

Pueblo Responsibilities:

- Review 90% Design Submittal

Deliverables:

- Structural drawings, specifications, and standard details

Task 402: Process Mechanical Design

Objective. Extract process mechanical design documentation (technical specifications and drawings) from the "2017 Upgrades and Rehab Project" and provide the process mechanical design documentation, including final drawings and specifications for bidding.

Approach. Process mechanical drawings and technical specifications will be based on the applicable design documents from the "2017 Upgrades and Rehab Project". Design drawings and technical specifications will be updated based on vendor supply. Process mechanical drawings and specifications will be prepared for components associated with the dewatering polymer system improvements.

Pueblo Responsibilities:

- Review 90% Design Submittal.

Deliverables:

- Process and Instrumentation Diagrams
- Process mechanical drawings, specifications, and standard details

Task 403: Electrical Design

Objective. Extract electrical design documentation (technical specifications and drawings) from the "2017 Upgrades and Rehab Project" and provide the electrical design documentation, including final drawings and specifications for bidding.

Approach. Electrical drawings and technical specifications will be based on the applicable design documents from the "2017 Upgrades and Rehab Project". Design drawings and technical specifications will be updated based on vendor supply and applicable Codes such as the latest version of the National Electric Code (NEC). Electrical drawings and specifications will be prepared for components associated with the dewatering polymer system improvements.

Pueblo Responsibilities:

- Review 90% Design Submittal

Deliverables:

- Electrical drawings, specifications, and standard details

Task 404: Instrumentation Design

Objective. Extract instrumentation design documentation (technical specifications and drawings) from the "2017 Upgrades and Rehab Project", and provide the instrumentation design documentation to 90% design drawings and specifications for bidding.

Approach. Instrumentation drawings and technical specifications will be based on the applicable design documents from the "2017 Upgrades and Rehab Project". Design drawings and technical specifications will be updated based on vendor supply and applicable Codes. Instrumentation drawings and specifications will be prepared for components associated with the dewatering polymer system improvements.

Pueblo Responsibilities:

- Review 90% Design Submittal

Deliverables:

- Instrumentation drawings, specifications, and standard details

Phase 500 – Bidding Services

The 500 Series tasks are for effort required to prepare and consolidate the three independent design packages into a single package "Bid Set" for public bidding of the project and provide bidding assistance to Pueblo WW, including issuance of bid documents, preparation, and issuance of RFIs/Addenda, and bid evaluation.

Task 501: Bid Document Preparation and Consolidation

Objective. Prepare and consolidate design documentation prepared in Phases 200, 300 and 400 into a single bid package and prepare bid document submittals.

Approach. Prepare the following elements:

- Final design drawings and specifications submitted to Pueblo WW for review
- Pueblo WW review comments incorporated into Bid Set submittal
- Integrate Pueblo WW supplied front-end documents into Bid Set

Pueblo Responsibilities:

- Review Final Design Submittal drawings and specifications
- Advertising and bidding of Project

Deliverables:

- Final Design Submittal, drawings, and specifications
- Bid Set documents, drawing and specifications, referred to as Project Manual

Task 502: Bid Period Services

Objective. To assist Pueblo WW with bidding the Project.

Approach. Prepare the following elements:

- Prepare up to three (3) addenda for Pueblo WW as required prior to bid closing
- Attend and participate in pre-bid conference
- Respond to bidder questions during bid period
- Allot up to eighty (80) engineering hours to respond to bidders' questions and update design documentation (specifications and drawings) to include all disciplines, as needed
- Allot up to forty (40) engineering hours to assist Pueblo WW in bid evaluations

Pueblo Responsibilities:

- Lead efforts to electronically distribute plans and specifications and addenda to prospective bidders and maintain the plan holder's list
- Perform bid evaluations

Deliverables:

- Pre-bid conference agenda and meeting minutes
- Preparation of up to three (3) addenda
- Letter and supporting documentation to Pueblo WW recommending award to successful bidder

Phase 600 – Supplemental Services and Contingency

The 600 Series tasks are included for effort required to assist Pueblo WW in performing supplemental engineering services for any out of scope arising from unforeseen conditions.

Task 601: Supplemental Services

Objective. Assist Pueblo WW in performing out of scope services directed by Pueblo WW.

Upon written authorization by Pueblo WW and mutual agreement on scope and fee, Consultant shall provide supplemental services as needed for the design of additional features for this Project. Supplemental services are as defined by Pueblo WW.

Task 602: Contingency

Objective. Assist Pueblo WW in performing out of scope services arising from unknown conditions.

Upon written authorization by Pueblo WW and mutual agreement on scope and fee, Consultant shall utilize contingency funds as needed for the Design of this Project. Contingency funds may cover additional effort required beyond the assumptions in this scope of work due to unknown conditions.

Schedule 2

Fee Schedule and
Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated June 2024, Page 24

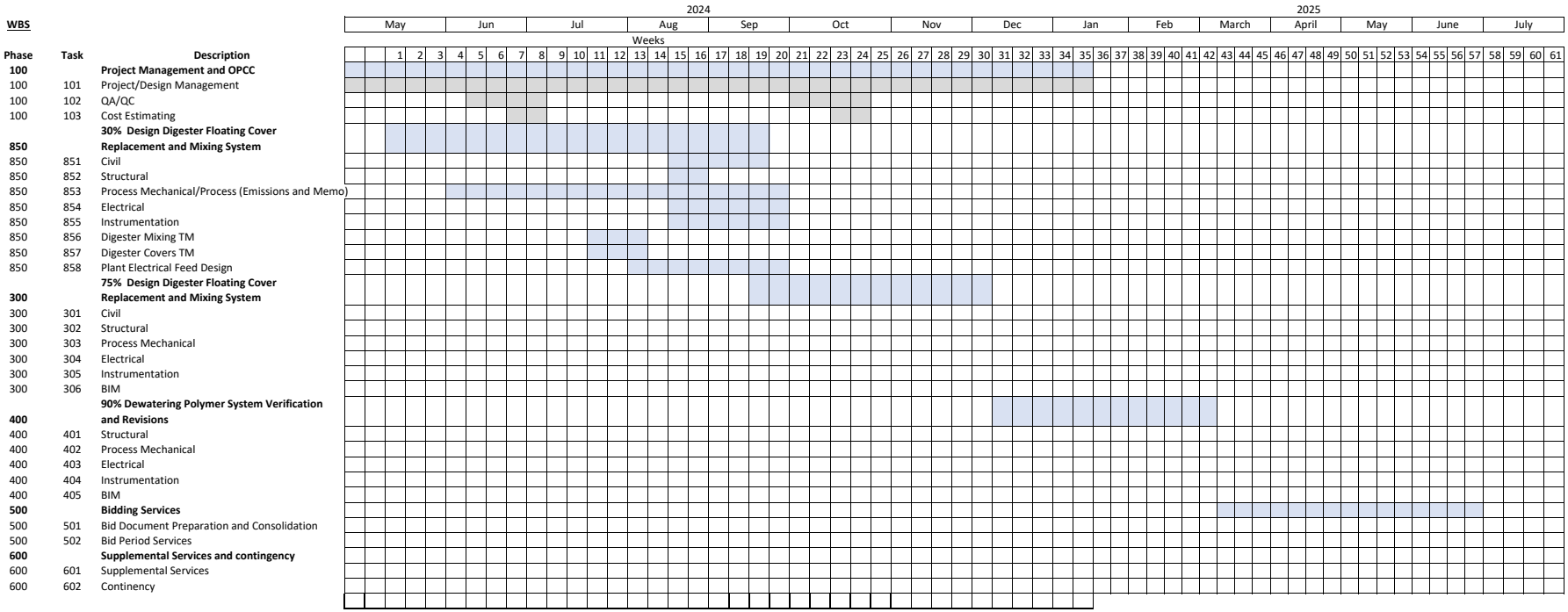
Phase	Task	Phase / Task Description	Mike Williamson	Kathy Schlosser	Kris Lambert	Jennifer Short	Dawn Wall	Kevan Kell	Design Mgr	Civil SME	Civil Eng	Civil Designer	Peter Schaffen	Struct SME	Sr Struct Eng	Jr Struct Eng	Struct Designer	Proc Mech SME	Proc Mech SME	Sr Proc Mech Eng	Jr Proc Mech Eng	Proc Mech Designer	Process SME	Jr Process Eng	Elect SME	Sr Elect Eng		Jr Elect Eng	Elect Designer	Elect CAD	Elect Admin	I&C SME	I&C Eng	Sr I&C Eng	I&C Eng	I&C Designer	I&C CAD	BIM SME	Sr BIM	Jr BIM	BIM Designer	BIM DB Spt	Cost Est. SME	Sr Cost Est.	Jr Cost Est.	Total Labor Hours	Labor Effort	Equipment Supplies & Shipping	Travel Costs	Subtotal ODCs	MPC	SUB	Contingency	Subcontractor Subtotal/OCP Markup	Subtotal Markup	Total Effort
			Principal in Charge	Project Mgr	Project Analyst	Biller	Word Processing	Design Mgr	Civil SME	Civil Eng	Civil Designer	Peter Schaffen	Struct SME	Sr Struct Eng	Jr Struct Eng	Struct Designer	Proc Mech SME	Proc Mech SME	Sr Proc Mech Eng	Jr Proc Mech Eng	Proc Mech Designer	Process SME	Jr Process Eng	Elect SME	Sr Elect Eng		Jr Elect Eng	Elect Designer	Elect CAD	Elect Admin	I&C SME	I&C Eng	Sr I&C Eng	I&C Eng	I&C Designer	I&C CAD	BIM SME	Sr BIM	Jr BIM	BIM Designer	BIM DB Spt	Cost Est. SME	Sr Cost Est.	Jr Cost Est.	Total Labor Hours	Labor Effort	Equipment Supplies & Shipping	Travel Costs	Subtotal ODCs	MPC	SUB	Contingency	Subcontractor Subtotal/OCP Markup	Subtotal Markup	Total Effort
			$305.00	$247.00	$137.00	$158.00	$107.00	$269.00	$269.00	$229.00	$183.00		$295.00	$247.00	$137.00	$203.00	$295.00	$247.00	$203.00	$158.00	$183.00	$305.00	$229.00	$269.00	$158.00	$137.00	$158.00	$203.00	$183.00	$107.00	$269.00	$158.00	$158.00	$229.00	$183.00	$229.00	$203.00	$183.00	$183.00	$229.00	$247.00	$247.00	$229.00												
100		**Project Management**	**4.00**	**136.84**	**38.00**	**10.00**	**44.00**	**208.95**	**4.00**	**0.00**	**0.00**		**22.00**	**14.00**	**8.00**	**0.00**	**62.00**	**0.00**	**0.00**	**0.00**	**0.00**	**16.00**	**0.00**	**4.00**	**40.00**	**0.00**	**12.00**	**0.00**	**0.00**	**0.00**	**3.53**	**26.00**	**0.00**	**0.00**	**0.00**	**27.00**	**315.61**	**16.00**	**24.00**	**2.00**	**16.00**	**89.61**	**95.00**	**1238.53**	**$278,230.00**	**$600.00**	**$2,500.00**	**$3,100.00**	**$0.00**	**$10,000.00**	**$0.00**	**$1,310.00**	**$292,640.00**
	101	Project Mgmt Planning	2.00	42.81	6.00			20.00																																			70.81	$17,387.00			$0.00				$0.00	$17,387.00
	102	Project Controls & Reporting	2.00	19.03	20.00	10.00																																					51.03	$9,630.00			$0.00				$0.00	$9,630.00
	103	Project & Design Management		65.00	12.00		36.00	168.95																																			281.95	$66,998.00	$600.00	$2,500.00	$3,100.00	$0.00			$310.00	$70,408.00
	104	Internal QA/QC		10.00			8.00	20.00	4.00				22.00	14.00	8.00		62.00					16.00		4.00	40.00		12.00				3.53	26.00				24.00	20.00							293.53	$67,902.00			$0.00	$0.00			$0.00	$67,902.00
	105	Cost Estimating																																								200.61	$47,840.00			$0.00	$0.00			$0.00	$47,840.00
	106	BIM Services																																		3.00	295.61	16.00	24.00	2.00		16.00	89.61	95.00	340.61	$68,473.00			$0.00	$0.00	$10,000.00		$1,000.00	$79,473.00
850		**30% Design - Digester Cover & Mixing System- Plant Electrical Feed**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**20.00**	**8.00**		**0.00**	**0.00**	**0.00**	**0.00**	**6.00**	**18.00**	**100.00**	**132.69**	**44.00**	**40.00**	**40.01**	**19.00**	**144.00**	**60.00**	**74.19**	**49.69**	**0.00**	**0.00**	**41.00**	**28.07**	**22.00**	**36.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**882.65**	**$168,016.00**	**$0.00**	**$2,500.00**	**$2,500.00**	**$0.00**	**$0.00**	**$0.00**	**$250.00**	**$170,766.00**
	851	Civil Design								20.00	8.00																																28.00	$6,044.00			$0.00	$0.00			$0.00	$6,044.00
	852	Structural Design																							20.00		28.04	24.68															72.72	$12,601.00			$0.00	$0.00			$0.00	$12,601.00
	853	Process Mechanical Design															6.00	2.00	84.00	86.61	44.00	40.00	40.01																				302.62	$62,415.00		$2,500.00	$2,500.00	$0.00			$250.00	$65,165.00
	854	Electrical Design																						3.00	20.00		46.15	25.01															94.16	$16,335.00			$0.00	$0.00			$0.00	$16,335.00
	855	Instrumentation Design																													1.00	28.07	22.00	36.00									87.07	$16,425.00			$0.00	$0.00			$0.00	$16,425.00
	856	Digester Mixing TM Preparation																8.00	8.00	23.04																							39.04	$7,240.00			$0.00	$0.00			$0.00	$7,240.00
	857	Digester Floating Cover TM Preparation																8.00	8.00	23.04																							39.04	$7,240.00			$0.00	$0.00			$0.00	$7,240.00
	858	Plant Electrical Feed Design																						16.00	104.00	60.00					40.00													220.00	$39,716.00			$0.00	$0.00			$0.00	$39,716.00
300		**75% Design - Digester Cover & Mixing System**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**28.00**	**10.00**		**24.35**	**42.00**	**75.00**	**76.78**	**6.00**	**31.00**	**180.00**	**297.65**	**120.00**	**24.00**	**0.00**	**4.45**	**46.00**	**0.00**	**73.00**	**141.00**	**10.00**	**0.00**	**4.45**	**55.00**	**46.00**	**70.00**	**10.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1374.67**	**$259,401.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$259,401.00**
	301	Civil Design								28.00	10.00																																38.00	$8,242.00			$0.00				$0.00	$8,242.00
	302	Structural Design											24.35	42.00	75.00	76.78																											218.13	$43,419.00			$0.00				$0.00	$43,419.00
	303	Process Mechanical Design															6.00	31.00	180.00	297.65	120.00	24.00																					658.65	$122,275.00			$0.00				$0.00	$122,275.00
	304	Electrical Design																						4.45	46.00		73.00	141.00	10.00															274.45	$50,451.00			$0.00				$0.00	$50,451.00
	305	Instrumentation Design																													4.45	55.00	46.00	70.00	10.00								185.45	$35,014.00			$0.00				$0.00	$35,014.00
400		**90% Design - Dewatering Polymer System**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**15.48**	**24.00**	**48.00**	**37.00**	**6.00**	**0.00**	**100.00**	**168.00**	**70.00**	**0.00**	**0.00**	**4.36**	**20.00**	**0.00**	**65.00**	**73.00**	**8.00**	**0.00**	**4.45**	**40.00**	**36.00**	**61.00**	**10.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**790.28**	**$145,894.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$145,894.00**
	401	Structural Design											15.48	24.00	48.00	37.00																											124.48	$24,582.00			$0.00				$0.00	$24,582.00
	402	Process Mechanical Design															6.00		100.00	168.00	70.00																							344.00	$61,424.00			$0.00				$0.00	$61,424.00
	403	Electrical Design																						4.36	20.00		65.00	73.00	8.00															170.36	$30,885.00			$0.00				$0.00	$30,885.00
	404	Instrumentation Design																													4.45	40.00	36.00	61.00	10.00								151.45	$29,003.00			$0.00				$0.00	$29,003.00
500		**Bidding Services**	**0.00**	**10.00**	**0.00**	**0.00**	**4.00**	**24.00**	**0.00**	**19.00**	**6.00**		**1.00**	**7.00**	**38.00**	**49.00**	**0.00**	**0.00**	**53.00**	**23.11**	**45.00**	**0.00**	**0.00**	**3.00**	**49.00**	**0.00**	**66.00**	**85.00**	**17.00**	**4.00**	**16.91**	**40.00**	**27.00**	**46.00**	**5.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**638.02**	**$120,980.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$120,980.00**
	501	Bid Documents Preparation & Consolidation		6.00			4.00	12.00		19.00	6.00			5.00	34.00	45.00			45.00	10.11	45.00			2.00	26.00		66.00	12.00		4.00	14.01	28.00	27.00	40.00	5.00								455.12	$85,053.00			$0.00				$0.00	$85,053.00
	502	Bid Period Services		4.00				12.00					1.00	2.00	4.00	4.00			8.00	13.00				1.00	23.00			73.00	17.00		2.90	12.00		6.00								182.90	$35,927.00			$0.00				$0.00	$35,927.00
600		**Supplemental Services**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$100,000.00**	**$0.00**	**$100,000.00**
	601	Supplemental Services																																									0.00	$0.00			$0.00			$50,000.00	$0.00	$50,000.00
	602	Contingency																																									0.00	$0.00			$0.00			$50,000.00	$0.00	$50,000.00
		GRAND TOTAL	**4**	**147**	**38**	**10**	**48**	**233**	**4**	**67**	**24**		**63**	**87**	**169**	**163**	**80**	**49**	**433**	**621**	**279**	**80**	**40**	**35**	**299**		**290**	**349**	**35**	**4**	**70**	**189**	**131**	**213**	**25**	**27**	**316**	**16**	**24**	**2**	**16**	**90**	**95**	**4,924**	**$972,521.00**	**$600.00**	**$5,000.00**	**$5,600.00**	**$0.00**	**$10,000.00**	**$100,000.00**	**$1,560.00**	**$1,089,681.00**
		CONTRACT AMOUNT LESS P4 Phase 850 FUNDING																																																	**$918,915.00**

Identification of Personnel, Subcontractors, and Task Responsibility noted in Rows 1 and 2 of table above.

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal dated June 2024, Page 22



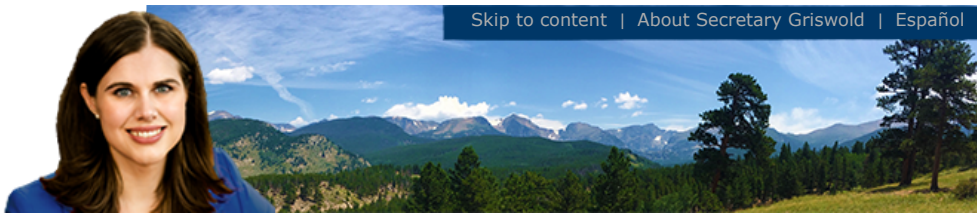
WBS		
Phase	**Task**	**Description**
100		**Project Management and OPCC**
100	101	Project/Design Management
100	102	QA/QC
100	103	Cost Estimating
850		**30% Design Digester Floating Cover Replacement and Mixing System**
850	851	Civil
850	852	Structural
850	853	Process Mechanical/Process (Emissions and Memo)
850	854	Electrical
850	855	Instrumentation
850	856	Digester Mixing TM
850	857	Digester Covers TM
850	858	Plant Electrical Feed Design
300		**75% Design Digester Floating Cover Replacement and Mixing System**
300	301	Civil
300	302	Structural
300	303	Process Mechanical
300	304	Electrical
300	305	Instrumentation
300	306	BIM
400		**90% Dewatering Polymer System Verification and Revisions**
400	401	Structural
400	402	Process Mechanical
400	403	Electrical
400	404	Instrumentation
400	405	BIM
500		**Bidding Services**
500	501	Bid Document Preparation and Consolidation
500	502	Bid Period Services
600		**Supplemental Services and contingency**
600	601	Supplemental Services
600	602	Continency

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)



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	BROWN AND CALDWELL, INC.		
Status	Good Standing	**Formation date**	03/20/1978
ID number	19871067502	**Form**	Foreign Corporation
Periodic report month	March	**Jurisdiction**	California
Principal office street address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		
Principal office mailing address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W Littleton Blvd, Littleton, CO 80120, US
Mailing address	1900 W Littleton Blvd, Littleton, CO 80120, US

Filing history and documents

Get a certificate of good standing

Get certified copies of documents

File a form

Set up secure business filing

Subscribe to email notification

Unsubscribe from email notification

Subscribe to text notification

Unsubscribe from text notification

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,

BROWN AND CALDWELL, INC.

is an entity formed or registered under the law of California , has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871067502 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/19/2024 that have been posted, and by documents delivered to this office electronically through 07/22/2024 @ 13:47:04 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/22/2024 @ 13:47:04 in accordance with applicable law. This certificate is assigned Confirmation Number 16225834 .

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	D OB	Social Security Number

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

Company Name: Brown and Caldwell

Authorized Signature: Title: Managing Director, CS

Printed Name: Michael J. Thorstenson Date: September 22, 2023

CERTIFICATE OF LIABILITY INSURANCE

5/31/2025

DATE (MM/DD/YYYY) 7/24/2024

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 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):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1051212 BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES 201 NORTH CIVIC DRIVE, SUITE 300 WALNUT CREEK CA 94596	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Hartford Fire Insurance Company — 19682 INSURER B : Hartford Accident and Indemnity Company — 22357 INSURER C : Lloyds of London INSURER D : Twin City Fire Insurance Company — 29459 INSURER E : Hartford Underwriters Insurance Company — 30104 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 20783721 **REVISION NUMBER:** XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	37CSEQU1172	5/31/2024	5/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A E A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	N	N	37CSEQU1173 37CSEQU1174 37CSEQU1175	5/31/2024 5/31/2024 5/31/2024	5/31/2025 5/31/2025 5/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N N / A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	37WNQU1170 37WBRQU1171	5/31/2024 5/31/2024	5/31/2025 5/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
C	PROFESSIONAL LIABILITY	N	N	LDUSA2400482	5/31/2024	5/31/2025	$1,000,000 PER CLAIM & AGGREGATE	

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

SEE ATTACHED

CERTIFICATE HOLDER

20783721
PUE-26
CITY OF PUEBLO
ATTN: TERESA BURNS
230 S MECHANIC STREET
PUEBLO CO 81003

CANCELLATION See Attachments

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

Joseph M Agnello

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RE: BC SID 151164 PN 195746 – #23-130: DIGESTOR COVERS AND MIXING SYSTEM. CITY Of PUEBLO, ITS OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY, WORKERS' COMPENSATION/EMPLOYER'S LIABILITY AND PROFESSIONAL LIABILITY POLICIES. TEN (10) DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES
Policy Number: 37CSEQU1172
Policy Term: 5/31/2024 to 5/31/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT OR AGREEMENT - OPTION II

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Designated Project(s) or Location(s) of Covered Operations:
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your acts or omissions or the acts or omissions of those acting on your behalf:
   a. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
   b. In connection with your premises owned by or rented to you and shown in the Schedule; or
   c. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
      1. The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
      2. This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

1. The acts or omissions of the additional insured in connection with their general supervision of your operations at the projects or locations designated in the Schedule.

A. The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to the execution of such written contract or written agreement; and
3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

B. With respect to the insurance afforded to the additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and

2. Supervisory, inspection, architectural or engineering activities.

A. Limits of Insurance

With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 8. How Limits of Insurance Apply To Additional Insureds in **Section III - Limits of Insurance** does not apply.

B. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit

The Duties Condition in **Section IV - Conditions** is replaced by the following and applies to the additional insured shown in the Schedule:

1. Notice Of Occurrence Or Offense

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

a. How, when and where the "occurrence" or offense took place;
b. The names and addresses of any injured persons and witnesses; and
c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. Notice Of Claim

If a claim is made or "suit is brought" against the additional insured, the additional insured must:

a. Immediately record the specifics of the claim or "suit" and the date received; and
b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. Assistance And Cooperation Of The Insured

The additional insured must:

a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
b. Authorize us to obtain records and other information;
c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. Obligations At The Additional Insureds Own Cost

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

6. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs 1. and 2. apply to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

a. The additional insured that is an individual;
b. Any partner, if the additional insured is a partnership;
c. Any manager, if the additional insured is a limited liability company;
d. Any "executive officer" or insurance manager, if the additional insured is a corporation;
e. Any trustee, if the additional insured is a trust; or
f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

C. Other Insurance

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition **Section IV - Conditions** is replaced by the following:

1. Primary Insurance

d. Primary Insurance When Required By Contract
This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary we will share with all that other insurance by the method described in **3.** below.

e. Primary And Non-Contributory To Other Insurance When Required By Contract
If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.
Paragraphs a. and b. do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph 2. below.

2. Excess Insurance
This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

f. Your Work
That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

g. Premises Rented to You
That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

h. Tenant Liability
That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

i. Aircraft, Auto Or Watercraft
If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

j. Property Damage To Borrowed Equipment Or Use Of Elevators
If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury Or Property Damage Liability; or

k. When You Are Added As An Additional Insured To Other Insurance
That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method of Sharing
If all other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Named Insured: Brown and Caldwell

Carrier: Hartford Fire Insurance Company

Policy Number: 37CSEQU1172

Policy Term: 5/31/2020 to 5/31/2021

Primary and Non-Contributory Policy Language

Section IV – Commercial General Liability Conditions

2. Duties in the Event of Occurrence, Offense, Claim or Suit

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES
Carrier: Hartford Accident and Indemnity Company & Twin City Fire Insurance Company
Policy Number: 37WNQU1170 and 37WBRQU1171
Policy Term: 5/31/2024 to 5/31/2025

Waiver of Our Right to Recover From Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.

BROWN AND CALDWELL

CARRIER: LLOYD'S OF LONDON
POLICY NUMBER: LDUSA2400482
EFFECTIVE: 5/31/2024-2025
AM BEST NUMBER: 085202
AM BEST RATING: A XV

LLOYD'S SYNDICATES:

LLOYD'S SYNDICATES:	ALIEN ID Number:
Renassiance Re #1458	AA-1120102
Munitus #7805	AA-1120067
Faraday #435	AA-1126435
Hamilton #4000	AA-1126005
Liberty #4472	AA-1126006

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City Clerk's Office Item # R11

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn, Interim Director of Finance

SUBJECT: AN ORDINANCE AMENDING APPROPRIATIONS AND COMPILING PREVIOUS AMENDMENTS TO THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2023 AND AMENDING THE BUDGET FOR THE YEAR 2023

SUMMARY:

Attached is an Ordinance amending the original 2023 budget Ordinance to incorporate changes made throughout the year

PREVIOUS COUNCIL ACTION:

Ordinance 10348, passed and approved by the City Council on November 28, 2022, adopting the Budget for the fiscal year 2023.

BACKGROUND:

In November of 2022, the City Council adopted the annual budget for the year 2023. During the year, due to various operational changes, the City Council adopted several Ordinances and Resolutions amending that budget. This Ordinance also incorporates changes and corrections as dictated through the year-end closing process, as well as adjustments to departmental budgets as necessary. This Ordinance accumulates all of these items into one summary Ordinance, which reflects the final revised Budget for the year 2023. For the General Fund, the sum of the budget amendment for the year 2023 is $3,540,313.

FINANCIAL IMPLICATIONS:

This action summarizes previously approved council and administrative changes to the budget and makes additional budget changes as needed.

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BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2023 Year end adjust budget reconciliation

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ORDINANCE NO. 10783

AN ORDINANCE AMENDING APPROPRIATIONS AND COMPILING PREVIOUS AMENDMENTS TO THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2023 AND AMENDING THE BUDGET FOR THE YEAR 2023

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

SECTION 1.

The budget for the fiscal year 2023, with amendments made thereto by the City Council, the original of which is on file with the Director of Finance, is incorporated herein in full, and hereby approved.

SECTION 2.

The General Fund Revenue for Fiscal Year 2023 is hereby amended as follows:

SOURCE	**ORIGINAL FINAL AMENDED**
Taxes	102,092,312
	102,092,312
Licenses & Permits	999,700
	999,700
Intergovernmental	3,349,020
	3,349,020
Charges for Service	4,804,841
	4,804,841
Fines & Forfeits	1,536.300
	1,536,300
Other Revenue	694,695
	694,695
Transfers In	3,896,445
	4,031,445
Fund Balance	16,862,259
	20,267,572
General Fund Total	**134,235,572**

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137,775,885

SECTION 3.

The General Fund Appropriation by Department for the Fiscal Year 2023 is hereby amended as follows:

SOURCE	
ORIGINAL	
FINAL AMENDED	
General Government	
	17,081,404
	17,225,227
Police	
	34,924,051
	34,924,051
Fire	
	23,448,512
	23,515,562
Public Works	
	10,041,636
	9,921,383
Parks	
	7,654,643
	7,654,643
Non-Departmental	
	8,499,777
	8,475,954
Transfers Out	
	32,585,549
	36,059,065
General Fund Total	
	134,235,572
	137,775,885

SECTION 4.

The estimated Revenues as well as the budgeted Expenditures of the Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds, and Capital Project Funds for the Fiscal Year 2023 are hereby amended as follows:

OTHER FUNDS	
ORIGINAL	
FINAL AMENDED	
INTERGOVERNMENTAL	
	6,698,469
	14,573,365
SPECIAL CHARGES	
	5,672,247
	6,694,530
SPECIAL DISTRICT	
	668,542
	690,792

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OTHER SPECIAL REVENUE	
	355,507
	555,845
HUD GRANTS	
	2,662,150
	12,688,857
STIMULUS GRANTS	
	29,200
	29,200
PUBLIC IMPROVEMENTS	
	22,855,402
	98,627,587
DEBT SERVICE FUND	
	3,569,319
	3,569,319
ECONOMIC DEVELOPMENT TAX	
	14,511,642
	39,931,330
PUBLIC SAFETY TAX	
	7,537,817
	9,400,017
ELMWOOD GOLF COURSE	
	1,777,351
	1,928,437
WALKINGSTICK GOLF COURSE	
	1,471,021
	1,571,021
HONOR FARM PROPERTIES	
	134,898
	134,898
MEMORIAL HALL	
	1,754,829
	2,104,829
MEMORIAL AIRPORT	
	2,319,989
	15,317,213
PUEBLO TRANSIT	
	6,305,936
	11,164,681
PARKING FACILITIES	
	797,180
	922,532
WASTEWATER ENTERPRISE	
	30,505,697
	68,454,365
STORMWATER UTILITY	
	6,389,608
	17,932,218
STREET REPAIR UTILITY	
	-
	1,638,510
INTERNAL SERVICE FUNDS	
	19,731,096
	20,283,096

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SECTION 5.

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

SECTION 6.

No expenditures shall be made, or warrants issued against any monies appropriated, except in strict conformity with the Charter of the City of Pueblo and in accordance with the provisions of this Ordinance.

SECTION 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 August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2024 | 2:25 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

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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

RECONCILIATION OF BUDGET ADJUSTMENT
FINAL BUDGET - 2023

FUND	ORIGINAL	ADJUSTED	DIFF	
General Fund (101)	134,235,572	137,775,885	**3,540,313**	
Ordinance #10408 - CI2316 Abriendo Parkway Tree Maintenance			75,000	
Ordinance #10434 - PL1801 Dillon Flyover Bridge Art Project			55,000	
Ordinance #10435 - CI2318 Enlargement of HARP Project			1,200,313	
Ordinance #10471 - CIAN23 Demolition of Unsafe Structions			1,200,000	
Ordinance #10482 - CI2322 Fountain Creek Trail Repairs			250,000	
Ordinance #10487 - PL2303 Evaluation of Landfill Operation			150,000	
Ordinance #10488 - CI2320 Fire Station 6 Land Procurement			70,000	
Ordinance #10503 - Law Department Professional Services			120,000	
Ordinance #10528 - CI2205 3 Fire Stations Arch/Design Project			100,000	
Ordinance #10563 - CI2325 Electric Vehicle Readiness Plan			10,000	
Ordinance #10623 - CI2406 Mayoral Runoff Election Expenses			175,000	
Resolution #15324 - CI2302 Transfer to FD Computer Equipment			135,000	
Total Adjustments:			**3,540,313**	-
Intergovernmental (210, 213, 216, 217)	6,698,469	14,573,365	**7,874,896**	
Federal Forfeiture project carryforward			10,135	
HUFT project carryforward			6,234,063	
Lottery project carryforward			1,630,698	
Total Adjustments:			**7,874,896**	-
Special Charges (231, 232, 233, 234, 235)	5,672,247	6,694,530	**1,022,283**	
E911 Project Carryforward			1,022,283	
Total Adjustments:			**1,022,283**	-
Special Districts (290, 291, 292, 293)	668,542	690,792	**22,250**	
YE Budget Adjustment - Fund Balance/Balance Expenses			22,250	
Total Adjustments:			**22,250**	-
Other Special Revenue (220, 221, 223, 225)	355,507	555,845	**200,338**	
Ordinance #10406 - Opioid Settlement Fund			200,338	
Total Adjustments:			**200,338**	-
HUD Grants (250, 251, 252, 254)	2,662,150	12,688,857	**10,026,707**	
CDBG Project Carryforward			3,947,164	
HOME & HOME ARPA Project Carryforward			2,894,743	
HOME ARPA Project Carryforward			3,080,370	
HS Project Carryforward			5,181	
Ordinance #10440 - CDBG/HOME Annual Plan Adjustment			99,249	
Total Adjustments:			**10,026,707**	-
Stimulus Grants (240, 241)	29,200	29,200	**-**	
Total Adjustments:			**-**	-
Public Improvements (260, 263, 264, 265, 401, 402)	22,855,402	98,627,587	**75,772,185**	
Capital Improvement Project Carryforward			55,819,515	
Planning Grant Project Carryforward			4,265,722	
Public Safety Grant Project Carryforward			788,905	
Transportation Grants Project Carryforward			722,181	
ARPA Interest			1,480,962	
Deobligate Grant Funds PS2017			(5,514)	
Deobligate Grant Funds PS2213			(151)	

FUND	ORIGINAL	ADJUSTED	DIFF
Ordinance #10075 - PL1801 Dillon Flyover Bridge Art			108,310
Ordinance #10116 - CI2207 Pueblo Food Project Grant			74,039
Ordinance #10227 - PS2207 CATPA Battle Grant FY 2022-2023			13,610
Ordinance #10367 - PL2201 Pueblo Westside Trail			850,000
Ordinance #10368 - PL2202 Lake & Orman Roundabout			1,500,000
Ordinance #10374 - PL2101 Safe Routes to School			279,180
Ordinance #10376 - CI2314 DCI Crime Prevention through Safer Streets Grant			744,000
Ordinance #10377 - TP2241 On-Call Transporation Tech Assistance			200,000
Ordinance #10386 - PS2302 CAFFE Grant			10,000
Ordinance #10388 - CI2315 FEC Implementation Grant			150,000
Ordinance #10407 - CI2218 Pueblo Food Project CDBG Grant			150,000
Ordinance #10408 - CI2316 Abriendo Parkway Tree Maintenance			75,000
Ordinance #10413 - PS2302 CAFFE Grant			10,000
Ordinance #10423 - PL2301 CO Smelter Reviatlization			22,000
Ordinance #10434 - PL1801 Dillon Flyover Bridge Art Project			55,000
Ordinance #10435 - CI2318 Enlargement of HARP Project			1,200,313
Ordinance #10439 - PS2301 Peaco Officer Behavioral Health Grant			99,464
Ordinance #10450 - CI2319 Pueblo Land Use Code			195,000
Ordinance #10455 - PS2304 Synthetic Opiate Poisoning			164,145
Ordinance #10458 - PS2305 CDS- FARO Technology Grant			86,000
Ordinance #10471 - CIAN23 Demolition of Unsafe Structions			1,200,000
Ordinance #10482 - CI2322 Fountain Creek Trail Repairs			250,000
Ordinance #10487 - PL2303 Evaluation of Landfill Operation			150,000
Ordinance #10488 - CI2320 Fire Station 6 Land Procurement			70,000
Ordinance #10497 - CI2213 One Colorado Food Project Grant			55,000
Ordinance #10499 - PL2305 Safe Streets & Roads for all			852,000
Ordinance #10501 - PL2304 Bessemer Commerce Revitalization			245,025
Ordinance #10504 - CI2323 Trailhead Blueprint Grant			53,625
Ordinance #10505 - CI2324 Pueblo Food Project Packard Fund Grant			20,000
Ordinance #10516 - PS2307 CATPA Battle Grant FY 2023 - 2024			170,461
Ordinance #10517 - PS2306 CMTR Grant			174,166
Ordinance #10528 - CI2205 3 Fire Stations Arch/Design Project			100,000
Ordinance #10535 - PS2203 Nurse 911 Grant			201,869
Ordinance #10536 - PS2311 Fire CREATE Grant			35,900
Ordinance #10550 - PS2313 Assistance to Firefighters Grant			37,080
Ordinance #10551 - PS2312 Speed Enforcement Grant			75,000
Ordinance #10563 - CI2325 Electric Vehicle Readiness Grant			50,000
Ordinance #10564 - PS2310 POST In-Service FY2024 Grant			4,947
Ordinance #10577 - PS2314 FY 2023 JAG Grant			111,507
Ordinance #10584 - CI2217 Charge Ahead Colorado Grant			45,000
Ordinance #10585 - CI2309 Road & Street Repairs			16,742
Ordinance #10587 - TP2401 FY2024 Rural Planning Grant			7,400
Ordinance #10597 - CI2309 Road & Street Repairs			25,075
Ordinance #10599 - PL2306 E 8th street bridge over Dry Creek			131,250
Ordinance #10605 - CI2328 Pueblo Food Project LFPA Grant			120,000
Ordinance #10606 - PS2315 ShotSpotter Gunfire Grant			152,714
Ordinance #10607 - PS2317 USDOJ Gunshot Locator System			300,000
Ordinance #10617 - PS2308 Fire United Way Grant			14,017
Ordinance #10618 - PS2214 PS2214 Triple Aim Community Reinvestment Grant			64,000
Ordinance #10623 - CI2406 Mayoral Runoff Election Expenses			175,000
Ordinance #10625 - CI2331 Expansion Firefighting Equipment			50,000
Ordinance #9858 - PS2017 First Appearance Grant			54,000
Public Safety JAG Interest Income			366
Resolution #15127 - CI2108 Prairie Avenue Improvements			650,000
Resolution #15260 - CI2210 Public Works Asset Management			90,029
Resolution #15373 - CI2205 3 Fire Stations Arch/Design Project			10,000
Resolution #15452 - CI2210 Public Works Asset Management			7,098

FUND	ORIGINAL	ADJUSTED	DIFF	
Resolution #15456 - CI2334 Portable EV Chargers			13,126	
Resoultion #10586 - 2024 -2025 Urban Transportation Planning Project			932,107	
Total Adjustments:			**75,772,185**	-
Debt Service (301, 302, 303)	3,569,319	3,569,319	**-**	
Total Adjustments:			**-**	-
Economic Development Tax (413)	14,511,642	39,931,330	**25,419,688**	
Project Carryforward			25,419,688	
Total Adjustments:			**25,419,688**	-
Police Safety Tax (270)	7,537,817	9,400,017	**1,862,200**	
Project Carryforward			1,862,200	
Total Adjustments:			**1,862,200**	-
Elmwood Golf Course (501)	1,777,351	1,928,437	**151,086**	
Project Carryforward			151,086	
YE Budget Adjustment - Fund Balance/Balance Expenses				
Total Adjustments:			**151,086**	-
Walkingstick Golf Course (502)	1,422,294	1,571,021	**148,727**	
Project Carryforward			48,727	
YE Budget Adjustment - Fund Balance/Balance Expenses			100,000	
Total Adjustments:			**148,727**	-
Honor Farm (507)	134,898	134,898	**-**	
Total Adjustments:			**-**	-
Memorial Hall (510)	1,754,829	2,104,829	**350,000**	
YE Budget Adjustment - Fund Balance/Balance Expenses			350,000	
Total Adjustments:			**350,000**	-
Memorial Airport (540, 541, 542, 543, 544)	2,319,989	15,317,213	**12,997,224**	
Project Carryforward			2,393,757	
Ordinance #10486 - AP2205 Rehab Runway 8R-26L			276,521	
Ordinance #10508 - AP2205 Rehab Runway 8R-26L			571,290	
Ordinance #10533 - AP2205 Rehab Runway 8R-26L			9,316,522	
Ordinance #10438 - APAN01 Advertising Pueblo County			116,534	
Ordinance #10486 - AP2205 Rehab Runway 8R-26L (AIP Fund balance)			322,600	
Total Adjustments:			**12,997,224**	-
Pueblo Transit (550, 551)	6,305,936	11,164,681	**4,858,745**	
Project Carryforward			3,027,533	
Transit Grants Project Carryforward			1,019,580	
Ordinance #10547 - PT2302 ARP Grant			297,737	
Ordinance #10405 - PT2205 Ozone Season Grant			98,996	
Ordinance #10509 - PT2301 Ozone Season Grant			414,899	
Total Adjustments:			**4,858,745**	-
Parking Facilities (520)	797,180	922,532	**125,352**	
Project Carryforward			125,352	
Total Adjustments:			**125,352**	-
Wastewater Enterprise (525, 526, 527)	30,505,697	68,454,365	**37,948,668**	
Project Carryforward			37,948,668	

FUND		ORIGINAL	ADJUSTED	DIFF	
	Total Adjustments:			**37,948,668**	-
Stormwater Utility (535, 537)		6,389,608	17,932,218	**11,542,610**	
Project Carryforward				9,255,826	
Stormwater Bonds Carryforward				2,286,784	
	Total Adjustments:			**11,542,610**	-
Street Repair (530)		-	1,638,510	**1,638,510**	
Project Carryforward				1,638,510	
	Total Adjustments:			**1,638,510**	-
Internal Service (601, 602, 603,604)		19,731,096	20,283,096	**552,000**	
YE Budget Adjustment - Fund Balance/Balance Expenses				552,000	
	Total Adjustments:			**552,000**	-

Docusign Envelope ID: 9908E1F7-EF59-4C6C-9FF6-EB8557A26671

City Clerk's Office Item # R12

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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: AN ORDINANCE RESCINDING ORDINANCE 10714, ESTABLISHING PROJECT NO. LT2409 - ELIZABETH STREET PARKWAY OUTDOOR BASKETBALL COURTS MURAL PROJECT, AND BUDGET AND APPROPRIATE FUNDS IN THE AMOUNT OF $10,000 TO PROJECT NO. CI2447

SUMMARY:

The attached Ordinance rescinds Ordinance No. 10714, which established Project No. LT2409, establishes Project No. CI2447 - Elizabeth Street Parkway Outdoor Basketball Courts Mural Project, and budget and appropriate funds in the amount of $10,000.

PREVIOUS COUNCIL ACTION:

On May 28, 2024, by Ordinance No. 10714, Project No LT2409 – Elizabeth Street Parkway Outdoor Basketball Courts Mural Project was established, and funds in the amount of $10,000 were budgeted and appropriated to Project No. LT2409.

BACKGROUND:

On March 25, 2024, City Council approved Resolution 15552 which awarded a construction contract to LER Inc., dba Renner Sports Surfaces for Project No. 24-034, Elizabeth Street Parkway – Basketball Courts Replacement. This project consists of the installation of a new post-tension concrete basketball court slab, court surfacing, striping, basketball hoops, benches, and sidewalk. This project also includes the replacement of the court lights with new LED lights.

During the project bid process, the Parks and Recreation Department advertised for qualified mural artists to design and ultimately paint original murals on each of the four outdoor basketball courts at the Elizabeth Street Parkway (SLAB). Forty-nine mural designs were submitted, and the four finalists will be painting their murals sometime in late August or early September 2024 under the guidance of the general contractor, Renner Sports Surfaces.

Docusign Envelope ID: 9908E1F7-EF59-4C6C-9FF6-EB8557A26671

On May 28, 2024, by Ordinance No. 10714, Project No LT2409 – Elizabeth Street Parkway Outdoor Basketball Courts Mural Project was established, and funds in the amount of $10,000 were budgeted and appropriated to Project No. LT2409.

On July 25, 2024, staff determined that Project LT2409, Ord 10714, was approved incorrectly. Per Colorado Lottery, Cactus Communications Funds are not considered Conservation Trust Fund Revenue because they are not original CTF Funds. Thus, these funds should not be listed under LT Projects, but under CI Projects.

FINANCIAL IMPLICATIONS:

The Colorado Lottery has agreed to sponsor each of the four mural artists with a $2,500 commission payable to the City of Pueblo at the conclusion of the renovation project. No general fund monies will be used in this project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should the Council choose not to approve the attached Ordinance, establishment of Project No. CI2447, the commission to the mural artists from the Colorado Lottery will not be paid.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ord 10714 Establishing Project LT2409 - SLAB Mural Project_05.28.24 SIGNED

Docusign Envelope ID: 9908E1F7-EF59-4C6C-9FF6-EB8557A26671

ORDINANCE NO. 10784

AN ORDINANCE RESCINDING ORDINANCE 10714, ESTABLISHING PROJECT NO. LT2409 - ELIZABETH STREET PARKWAY OUTDOOR BASKETBALL COURTS MURAL PROJECT, AND BUDGET AND APPROPRIATE FUNDS IN THE AMOUNT OF $10,000 TO PROJECT NO. CI2447

WHEREAS, Ordinance 10714 erroneously established Project No. LT2409, which should have been established as Project No. CI2447; NOW, THEREFORE,

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

SECTION 1.

Ordinance 10714 is hereby rescinded.

SECTION 2.

Project No. CI2447 is hereby established.

SECTION 3.

Funds in the amount of $10,000.00 shall be accepted pursuant to a Sponsorship Agreement with Cactus Communications, Inc. on behalf of the Colorado Lottery and budgeted and appropriate to Project No. CI2447.

SECTION 4.

The officers and staff of the City are hereby 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 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 9/10/2024 | 2:27 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed 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

DocuSign Envelope ID: FBBB4954-5512-44ED-81E8-090374838555

City Clerk's Office Item # R4

city of PUEBLO colorado

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 28, 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: 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

SUMMARY:

This Ordinance establishes Project No. LT2409 - Elizabeth Street Parkway Outdoor Basketball Courts Mural Project and budgets and appropriates funds in the amount of $10,000.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

On March 25, 2024, City Council approved Resolution 15552 which awarded a construction contract to LER Inc., dba Renner Sports Surfaces for Project No. 24-034, Elizabeth Street Parkway – Basketball Courts Replacement. This project consists of the installation of a new post-tension concrete basketball court slab, court surfacing, striping, basketball hoops, benches, and sidewalk. This project also includes the replacement of the court lights with new LED lights.

During the project bid process, the Parks and Recreation Department advertised for qualified mural artists to design and ultimately paint original murals on each of the four outdoor basketball courts at the Elizabeth Street Parkway (SLAB). Forty-nine mural designs were submitted, and the four finalists will be painting their murals sometime in late August or early September 2024 under the guidance of the general contractor, Renner Sports Surfaces.

FINANCIAL IMPLICATIONS:

The Colorado Lottery has agreed to sponsor each of the four mural artists with a $2,500 commission payable to the City of Pueblo at the conclusion of the renovation project. No general fund monies will be used in this project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should the Council choose not to approve the establishment of Project No. LT2409, the commission to the mural artists from the Colorado Lottery will not be paid.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10714

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

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

SECTION 1.

Project No. LT2409 is hereby established.

SECTION 2.

Funds in the amount of $10,000.00 shall be accepted pursuant to a Sponsorship Agreement with Cactus Communications, Inc. on behalf of the Colorado Lottery and budgeted and appropriated to Project No. LT2409.

SECTION 3.

The officers and staff of the City are hereby 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 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 13, 2024.

Final adoption of Ordinance by City Council on May 28, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 5/30/2024 | 7:24 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

DocuSigned by:
Heather Graham
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:
Vincent Petkosek
03684C79D3E7439...

Deputy City Clerk

Docusign Envelope ID: 43E905EA-761F-456E-941E-D45E14FC2FB3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 09, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE AMENDING ARTICLE 73, CHAPTER 3, OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO AMEND LICENSE TYPES TO ACCOMIDATE CHANGES IN COLORADO REVISED STATUTES CREATING LIQUOR LICESES OF ENTERTAINMENT FACILITY LICENSE AND LODGING FACILITY LICENSE AND REPEALING THE LODGING AND ENTERTAINMENT FACILITY LICENSE.

SUMMARY:

Attached is a proposed Ordinance which amends Section 11-3-73 of the Pueblo Municipal Code to amend the liquor license names to accommodate changes in the Colorado Revised Statutes.

PREVIOUS COUNCIL ACTION:

Section 11-3-73 P.M.C., was created by way of Ordinance No. 10043 on November 10, 2021. It was amended by Ordinance No. 10153 on April 12, 2022 which added 11-3-73(b).

BACKGROUND:

During the 2024 legislative session, the Colorado General Assembly passed SB 24-231. This modified C.R.S.§44-3-103 abolished the liquor license type of Lodging and Entertainment Facility License and created two separate licenses of Entertainment Facility License and Lodging Facility License. This ordinance adds the new language to the Pueblo Municipal Code.

Those licensees that currently have a Lodging and Entertainment Facility License will retain that until their license is due for its yearly renewal, at which time they can opt for one of the two new licenses.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

Docusign Envelope ID: 43E905EA-761F-456E-941E-D45E14FC2FB3

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not approving this Ordinance would leave the antiquated license language in the municipal code and could lead to confusion.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance

Docusign Envelope ID: 43E905EA-761F-456E-941E-D45E14FC2FB3

ORDINANCE NO 10785

AN ORDINANCE AMENDING ARTICLE 73, CHAPTER 3, OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO AMEND LICENSE TYPES TO ACCOMIDATE CHANGES IN COLORADO REVISED STATUTES CREATING LIQUOR LICESES OF ENTERTAINMENT FACILITY LICENSE AND LODGING FACILITY LICENSE AND REPEALING THE LODGING AND ENTERTAINMENT FACILITY LICENSE.

WHEREAS, the Colorado General Assembly passed Senate Bill 24-131 abolishing the current Lodging and Entertainment Liquor License and creating two separate licenses of Entertainment Facility License and the Lodging Facility License; and

WHEREAS, Section 11-3-73 of the Pueblo Municipal Code refers to licenses holding a Lodging and Entertainment Liquor License which will need to reflect the new types of licenses; NOW, THEREFORE,

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

SECTION 1.

(a) In order to exercise the City's local option to allow common consumption areas in the City, the City Council and Mayor are hereby authorized to create, by ordinance, entertainment districts in the City.

(1) Entertainment districts shall fall entirely within the City Limits.

(2) Entertainment districts shall not exceed one hundred (100) acres and must contain at least twenty thousand (20,000) square feet of premises that, at the time the district is created, is licensed pursuant to this Article and Article 3 of Title 44 of the Colorado Revised Statutes as a:

a. Tavern;
b. Hotel and restaurant;
c. Brew pub;
d. Distillery pub;
e. Vintner's restaurant;
f. Beer and wine licensee;
g. Manufacturer that operates a sales room pursuant to Section 44-3-402(2) or (7) of the Colorado Revised Statutes;
h. Beer wholesaler that operates a sales room pursuant to Section 44-3-407(1)(b)(I) of the Colorado Revised Statutes;
i. Limited winery;
j.[Lodging and entertainment facility licensee; or] **Lodging Facility;**
k. Entertainment Facility; or
[k.**]** **l.** Optional premises.

(3) By establishing the entertainment district, the City authorizes the

Docusign Envelope ID: 43E905EA-761F-456E-941E-D45E14FC2FB3

licensing of designated common consumption areas in which alcoholic beverages may be sold and consumed subject to the requirements of this Code and the Colorado Liquor Code.

(b) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the City hereby authorizes and creates the entertainment district, hereafter referred to as "Entertainment District No. 1," more specifically described as:

Beginning at SW corner of W 4th St and N Santa Fe Ave; South to SW corner of W 2nd St and N Santa Fe Ave; West to SE corner of W 2nd St and N Main St; South to SE corner of W City Center Dr and Central Main St; East to SW corner of W City Center Dr and S Santa Fe Ave to include all sidewalks; South to SW corner Mechanic St and S Santa Fe Ave excluding Parcel #536139005-125 S Santa Fe Ave and attached sidewalk; SW along Mechanic St to vacated Richmond Ave; SE along NE vacated Richmond Ave to SW side of alley; continuing SW along alley to Alan Hamel Ave; NW on Alan Hamel Ave along outside edge of sidewalk approximately 100 feet; crossing Alan Hamel Ave to southside of sidewalk leading to, and including pedestrian bridge crossing the Riverwalk; continuing NW along Riverwalk, including sidewalk, to NW side of S Main St; NW to alley between S Main St and S Union Ave, including parcel # 536419011-101 S Main St.; Continuing along SE side of alley from the Riverwalk to the SW side of E B St.; SE along E B St to S Main St bridge; SE along bridge to RR ROW not to include area under bridge; NW along RR ROW to NW corner of parcel #536343002, 132 W B St, Union Depot; NE along parcel to W B St then SE approximately 145' along outside edge of sidewalk NE along S Victoria Ave and N Victoria Ave, including sidewalk, to SW corner of N Victoria Ave and S Grand Ave; North on S Grand Ave to SW corner of W City Center Dr; East to SE corner N Union Ave and W City Center Dr; North to northern side of alley between W 2nd St and W City Center Dr; East to N Main St including Central Plaza Park; North to SW corner N Main St and W 4th St, including sidewalk; East along W 4th St to beginning.

The map of Entertainment District No. 1 is attached to the ordinance from which this subsection (b) derives as Exhibit A and incorporated herein by this reference. In case of a conflict between the description in this subsection (b) and the map displayed in Exhibit A, the description in this subsection shall control.

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.

Docusign Envelope ID: 43E905EA-761F-456E-941E-D45E14FC2FB3

SECTION 3.

This Ordinance shall become effective upon final passage.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 09,2024.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2024 | 2:26 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed 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

Docusign Envelope ID: 141E5126-E6D7-4910-BF3C-04E3CB541825

City Clerk's Office Item # R14

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT SAR M086-094 (24468) FOR THE HAAFF ELEMENTARY SAFE ROUTES TO SCHOOLS PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $91,816.00 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the 1st Amendment of an Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Haaff Elementary Safe Routes to Schools Project, and budgets and appropriates funds in the amount of $91,816.00.

PREVIOUS COUNCIL ACTION:

Ordinance 10374 established the Haaff Elementary Safe Routes to Schools Project, approved an intergovernmental agreement between the City of Pueblo and the State of Colorado, and budgeted and appropriated funds in the amount of $279,180.00.

BACKGROUND:

The City submitted a Safe Routes to Schools grant for improvements at Haaff Elementary School in 2021. This project provides safe and accessible routes to school by:

1) constructing multi-use sidewalks and connections to give students a direct route to the school entrance;
2) installation of high visibility crosswalks to alert motorists of pedestrian activity;

Docusign Envelope ID: 141E5126-E6D7-4910-BF3C-04E3CB541825

3) installation of ADA curb ramps to improve accommodation for all users.

The project also includes consulting services for Phase 2 of the project: reconstruction of the intersection of Jerry Murphy Road and Chinook Lane.

This Ordinance approves the 1st Amendment to the Intergovernmental Agreement relating to the Haaff Elementary Safe Routes to Schools Project, originally effective on February 15, 2023, between the City and CDOT. This amendment is due to the addition of funds in the amount of $91,816.00 for construction of improvements at Haaff Elementary School.

FINANCIAL IMPLICATIONS:

Match funds are not required as this project is eligible for no match through COVID response.

Funds in the amount of $91,816.00 shall be budgeted and appropriated for Project PL2101 Haaff Elementary Safe Routes to Schools.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance would deny the additional funding from the State of Colorado.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Complete Draft AM1 Pueblo (24468) 331002584 July 31 2024
2. GRANT CERTIFICATION SRTS (signed)

Docusign Envelope ID: 141E5126-E6D7-4910-BF3C-04E3CB541825

ORDINANCE NO. 10786

AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT SAR M086-094 (24468) FOR THE HAAFF ELEMENTARY SAFE ROUTES TO SCHOOLS PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $91,816.00 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 1st Amendment to the Intergovernmental Agreement (“IGA”) between the City of Pueblo, a Colorado Municipal Corporation, and State of Colorado, acting by and through the Colorado Department of Transportation (CDOT), Project: SAR M086-094 (24468), Haaff Elementary Safe Routes to Schools, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the IGA 1st Amendment in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

Subject to encumbrances by the Colorado State Department of Transportation, funds from the Haaff Elementary Safe Routes to Schools (24468) in the amount of $91,816.00 are hereby budgeted and appropriated for the Safe Routes to Schools No. PL2101 for Haaff Elementary School.

SECTION 4.

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

Docusign Envelope ID: 141E5126-E6D7-4910-BF3C-04E3CB541825

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2024 | 2:28 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed 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

STATE OF COLORADO AMENDMENT

Amendment #: 1 **Project #: SAR M086-094 (24468)**

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		**Amendment Routing Number** 22-HA2-XC-00204-M0002
Local Agency CITY OF PUEBLO		**Original Agreement Routing Number** 22-HA2-XC-00204
Agreement Maximum Amount	$370,996.00	**Agreement Beginning Date** February 15, 2023
		Agreement Expiration Date June 09, 2032

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

LOCAL AGENCY **CITY OF PUEBLO**	**LOCAL AGENCY** **CITY OF PUEBLO**
By:_____ ***Signature**	**By:**_____ **ATTESTED BY**
Name:_____ **(Heather Graham)**	**Name:**_____ **(Marisa Stoller)**
Title:_____ **(Mayor)**	**Title:**_____ **(City Clerk)**
Date:_____	**Date:**_____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Amendment Effective Date:_____

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties originally entered into this Agreement on February 15, 2023 for improvements on Haaff Elementary SRTS. Now the Parties desire to add funds to the project to proceed to construction.

5) MODIFICATIONS

The Parties desire to amend the Agreement as follows:

a) Increased project funding from $279,180.00 by $91,816.00 to a new total of $370,996.00;
b) Replace **Exhibit C-1**, with **Exhibit C-2**, which is attached hereto;
c) Replace **Exhibit D**, with **Exhibit D-1**, which is attached hereto.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT C-2 FUNDING PROVISIONS

City of Pueblo SAR M086-094 (24468)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $370,996.00, which is to be funded as follows:

1. FUNDING

a.	Federal Funds (100% of SAR Award)	$370,996.00
	TOTAL FUNDS ALL SOURCES	**$370,996.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	NJK3BNUDRHJ7
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$129,364.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted		$370,996.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs		$0.00
	TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**100.00%**	**$370,996.00**
	TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**0%**	**$0.00**
	TOTAL PROJECT ESTIMATED FUNDING	**100.00%**	**$370,996.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Federal funds)	$370,996.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
	NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	**$370,996.00**

Note: Only the Design funds of $129,364.00 are currently available. Additional funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 24468.10.30	Performance Period Start*/End Date 01/23/2024-01/05/2025	Design 3020	$129,364.00
WBS Element 24468.20.10	Performance Period Start*/End Date TBD- TBD	Const. 3301	$0.00

* The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 100% federal funds to 0% Local Agency funds, and

this ratio applies only to the $370,996.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $370,996.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $370,996.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $370,996.00. For CDOT accounting purposes, the federal funds of $370,996.00 and the Local Agency funds of $0.00 will be encumbered for a total encumbrance of $370,996.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget is $370,996.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $750,000**
If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $750,000 or more-Highway Funds Only**
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. **Expenditure of $750,000 or more-Multiple Funding Sources**
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. **Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D-1:
Local Agency Resolution

GRANT CERTIFICATION

From: Kelly Grisham, Project Coordinator

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Haaff Elementary Safe Routes to Schools SAR M086-094 (24468)

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.

Kelly Grisham

8/15/2024

Docusign Envelope ID: 0E7DD06B-93C7-4338-98DA-55503F604166

City Clerk's Office Item # R15

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 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 DT2401, WEST SIDE CONNECTOR (FHWA), APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION, BUDGETING AND APPROPRIATING FUNDS FROM THE RAISE GRANT PROGRAM - AWARD NUMBER 693JJ32440495 IN THE AMOUNT OF $16,834,725.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance establishes Project Account DT2401 - West Side Connector (FHWA) and approves an Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation ("City") and the United States Department of Transportation by and through the Federal Highway Administration ("FHWA") relating to the West Side Connector Grant in the amount of $16,834,725.00, and budgets and appropriates funds totaling $16,834,725.00 for the Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance establishes the West Side Connector project and approves the grant agreement between the City and FHWA.

The City was awarded a RAISE Grant which funds several project components that will improve transportation connectivity between the west side of the City and downtown. In the first component, Sun Mountain Boulevard (formerly Spaulding Ave) will be extended from 24th Street to 31st Street. The second component will rehabilitate seventy (70) west side bus stops to comply with ADA standards. The third component consists of planning and design for a 24th Street bridge and traffic corridor to connect the west side

Docusign Envelope ID: 0E7DD06B-93C7-4338-98DA-55503F604166

area to downtown. A total of four contracts will be awarded for planning, design, and construction work associated with the proposed improvements.

FINANCIAL IMPLICATIONS:

Funds in the amount of $16,834,725.00 shall be budgeted and appropriated into Project Account DT2401. There is no City match requirement associated with this grant award.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Draft Agreement 693JJ32440495
2. raise-fy2022-fhwa-general-terms-and-conditions-20221018
3. GRANT CERTIFICATION (signed)

Docusign Envelope ID: 0E7DD06B-93C7-4338-98DA-55503F604166

ORDINANCE NO. 10787

AN ORDINANCE ESTABLISHING PROJECT DT2401, WEST SIDE CONNECTOR (FHWA), APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION, BUDGETING AND APPROPRIATING FUNDS FROM THE RAISE GRANT PROGRAM - AWARD NUMBER 693JJ32440495 IN THE AMOUNT OF $16,834,725.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

Project Account DT2401 - West Side Connector (FHWA) is hereby established.

SECTION 2.

The Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and the Federal Highway Administration (FHWA), Award Number: 693JJ32440495, West Side Connector Project, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Subject to encumbrances by the Federal Highway Administration (FHWA), funds from the RAISE Grant Program Award Number 693JJ32440495 in the amount of $16,834,725 are hereby budgeted and appropriated into the West Side Connector (FHWA) Project Account, DT2401.

SECTION 4.

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

SECTION 5.

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

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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 August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 9/10/2024 | 2:43 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed 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

1. Award No.
693JJ32440495

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.933

4. Award To
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Unique Entity Id.: NJK3BNUDRHJ7
TIN No.: 84-6000615

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 12/31/2028

7. Total Amount

Federal Share:	$16,834,725
Recipient Share:	$0
Total:	$16,834,725

8. Type of Agreement
Grant

9. Authority
49 U.S.C. 6702; Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15, 2021); Consolidated Appropriations Act, 2022 (Pub. L. 117-103, Mar. 15, 2022)

10. Procurement Request No.
HOFM240076PR

11. Federal Funds Obligated
Base Phase: $5,000,000
Subject to the availability of funds (SAF):
Option Phase 1: $115,000
Option Phase 2: $2,525,600
Option Phase 3: $9,194,125
Total Potential Value: $16,834,725

12. Submit Payment Requests To
See Article 13 of the General Terms and Conditions.

13. Payment Office
See Article 13 of the General Terms and Conditions.

14. Accounting and Appropriations Data
15X0C75E50.2023.070RA05500.7001000000.41010.61006600

15. Description of Project
West Side Connector

RECIPIENT
16. Signature of Person Authorized to Sign

_____
Signature Date
Name: Heather Graham
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

_____
Signature Date
Name: David J. Villalobos
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the "**USDOT**") and the City of Pueblo (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the West Side Connector project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient's assistance and oversight.

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 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FHWA Projects," dated October 18, 2022, which is available at https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(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, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Pueblo Westside Connector

Application Date: 04/14/2022

2. Recipient's Unique Entity Identifier.

See section 23.3 of the General Terms and Conditions.

3. Recipient Contact(s).

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

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

David J. Villalobos
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-40, Mail Stop E65-312
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-7430
david.villalobos@dot.gov

and

Travis Wheeler
Agreement Specialist (AS)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-41, Mail Stop E65-119
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-8887
travis.wheeler@dot.gov

and

Division Administrator
Agreement Officer Representative (AOR)
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3000
Colorado.FHWA@fhwa.dot.gov

and

Armando Henriquez
Area Engineer for Region 2/Design Program Manager
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3031
armando.henriquez@dot.gov

and

Ajin Hu
Grants Program Manager
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3071
ajin.hu@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

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

8. Federal Award Identification Number.

See section 23.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None.

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

This project has three distinct components related to reconnecting the West Side of the City of Pueblo to downtown. In the first component, Spaulding/Sun Mountain Blvd. will be extended from 24th Street to 31st Street and two roundabouts will be constructed on where Spaulding intersects 27th Street and 31st Street. The second component will rehabilitate 70 West Side bus stops to comply with ADA standards. The third component, which will be funded as a planning project component, consists of planning and design for a 24th Street bridge and Downtown Corridor.

2. Statement of Work.

Preliminary Engineering

Base Phase:

- Environmental studies and NEPA document preparation
- Engineering design
- Universal Design
- Final design and construction documents

Design includes the Sun Mountain Boulevard extension and West Side bus stops for ADA compliance for later construction under the grant.

This activity also includes the planning for the 24th Street bridge and Downtown Corridor. This entails public engagement, a feasibility study, design, right-of-way needs assessment, and other pre-construction activities but will not result in construction under the grant.

Right of Way Acquisition

Option Phase 1: Easement acquisitions for the West Side Bus Stop Rehabilitation

Construction

Option Phase 2: West Side Bus Stop Rehabilitations – implementation of universal design to reconstruct seventy (70) bus stop locations. Work includes:

- Construction inspection,
- Landing pad installation,
- Shelter erection and seating installation,
- Sidewalk extensions and ADA compliant ramps,
- Solar Lighting,
- Wayfinding Signage, and
- Landscaping.

Option Phase 3: Sun Mountain Boulevard Extension – roadway construction extension from 24th Street to 31st Street and includes two roundabouts where Sun Mountain Boulevard intersects with 27th Street and 31st Street. Work includes:

- Construction Inspection,
- Construction of approximately 0.7 miles of new roadway,
- Installation of roundabouts at new intersections,
- Installation of ADA compliance non-vehicular infrastructure with ties to existing conditions at new intersections,
- Utilities extensions,
- Lighting,
- Pavement markings and signage, and
- Landscaping.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: 12/31/2028

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	**Schedule Date**
Planned NEPA Completion Date (West Side Bus Stops of Base Phase)	03/01/2025
Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase)	03/01/2025
Planned Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1)	01/01/2026
Planned Project Completion Date (24th Street bridge and Downtown Corridor of Base Phase)	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3)	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2)	09/15/2027

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: $16,834,725

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligations Allocation and Condition Table		
Portion of the Project	**Allocation from RAISE Grant**	**Obligation Condition**
Base Phase: Preliminary Engineering	$5,000,000	
Option Phase 1: Right of Way Acquisition	$115,000	If the FHWA Colorado Division Office confirms the Recipient has met all the applicable Federal, State, and local requirements.
Option Phase 2: West Side Bus Stop Rehabilitations	$2,525,600	If the FHWA Colorado Division Office approves the PS&E for the Project and the Recipient has met all the applicable Federal, State, and local requirements.
Option Phase 3: Sun Mountain Boulevard Extension	$9,194,125	If the FHWA Colorado Division Office approves the PS&E for the Project and the Recipient has met all the applicable Federal, State, and local requirements.

3. Approved Project Budget.

Eligible Project Costs

	Base Phase: Preliminary Engineering	Option Phase 1: Right-of-Way	Option Phase 2: Construction- West Side Bus Stop Rehabilitations	Option Phase 3: Construction- Sun Mountain Boulevard Extension	Total
RAISE Funds:	$5,000,000	$115,000	$2,525,600	$9,194,125	$16,834,725
Other Federal Funds:	$0	$0	$0	$0	$0
Non-Federal Funds:	$0	$0	$0	$0	$0
Total:	$5,000,000	$115,000	$2,525,600	$9,194,125	$16,834,725

4. Cost Classification Table.

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Land, structures, rights-of-way, appraisals, etc.	$115,000.00	$0.00	**$115,000.00**
Architectural and engineering fees	$4,546,500.00	$0.00	**$4,546,500.00**
Construction	$10,654,295.45	$0.00	**$10,654,295.45**
Contingency	$1,518,929.55	$0.00	**$1,518,929.55**
Project Total	**$16,834,725.00**	**$0.00**	**$16,834,725.00**

5. Approved Pre-award Costs.

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

SCHEDULE E
CHANGES FROM APPLICATION

Scope: No changes.

Schedule: Changes in milestone dates from the application are based on the outcome of discussions between the Recipient and FHWA to determine the best procurement strategies given the various phases of work to be undertaken under this Award. The application also assumed that the IGA would be executed by the end of 2023.

Milestone	Application Date	Schedule C Date
Planned NEPA Completion Date (West Side Bus Stops of Base Phase)	N/A - not provided in the application.	03/01/2025
Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase)	12/01/2024	03/01/2025
Planned Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1)	N/A – easement needs determined after application submittal.	01/01/2026
Planned Project Completion Date (24th Street bridge and Downtown Corridor of Base Phase)	09/30/2026	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3)	09/30/2026	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2)	09/30/2026	09/15/2027

Budget: There are no changes from the application total budget to the agreement total budget. However, the agreement budget was adjusted between phases to better reflect current market cost expectations and the inflationary cost impact on material goods and supplies.

Other: None.

SCHEDULE F
RAISE PROGRAM DESIGNATIONS

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital and Planning

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: Yes

4. Funding Act.

Funding Act: FY2022

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Pueblo West Side

Baseline Measurement Date: January 31, 2026

Baseline Report Date: March 31, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Rider Characteristics	Quality of Life A mail-back passenger survey distributed to each boarding streetcar passenger on a typical weekday while schools are in session. The specific survey methodology, sample expansion plan and data items require FTA approval prior to implementation, with data items for each surveyed transit rider to include origin-to-destination travel paths, travel purposes, modes of access to (and egress from) transit and socioeconomic characteristics.	Annual
Value of Housing or Land	Economic Competitiveness Quality of Life From Census data of administrative records, the median assessed value of developed and/or undeveloped parcels in the project impact area, as determined by the grantee with FTA concurrence.	Annual

SCHEDULE H
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:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	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. *(Identify the tool(s) in the supporting narrative below.)*
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)*
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)*
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)*
	The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)*
	The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)*
	The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)*
	The Project improves disaster preparedness and resiliency *(Describe how in the supporting narrative below.)*

	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. *(Describe how in the supporting narrative below.)*
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)*
	The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)*
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)*
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. *(Describe those actions in the supporting narrative below.)*
	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 schedule B. *(Identify the relevant actions from schedule B 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.

The project directly supports the Colorado Climate Plan adopted in 2015 that addresses greenhouse gas emission reductions and impacts of climate change. The plan specifically calls for the promotion of utilizing multi-modal transportation options including increased use of bicycles, car-pooling, walking, and rapid transit. The project will improve access to multi-modal transportation facilities by constructing new bus stops as well as other bicycle- and pedestrian-specific improvements.

The project also directly supports the 2045 Statewide Transportation Plan which places a strong emphasis on mobility and economic equality. Specifically, the project constructs (and/or designs) improvements that will help local residents overcome long-standing physical and economic barriers to effective and efficient transportation options.

The project will reduce greenhouse gases by shortening routes for commuters by constructing Sun Mountain. New bus stops constructed on the City's west side will also increase access to public transportation; thereby reducing the amount of passenger

vehicle trips. In addition, upon construction of the 24th Street Bridge, which will be designed through this project, total distance traveled will be reduced, further reducing greenhouse gas emissions. The City will consider climate change and environmental justice impacts of the project through completion of a NEPA evaluation that considers these and other project impacts.

SCHEDULE I
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. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	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. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
X	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. *(Identify the relevant investments in the supporting narrative below.)*
X	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. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. *(Describe those actions 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 schedule B. *(Identify the relevant actions from schedule B 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 project includes the planning, design, and right-of-way acquisition for new infrastructure that mitigates existing physical barriers to effective transportation for the City's west side residents (primarily Wildhorse Creek and the existing railroad tracks that separate west side residents from the City's downtown area). Specific project elements include the construction of new roadway (i.e., Sun Mountain Boulevard) together with features that enhance multimodal transportation access including sidewalks, bicycle lanes, public transit stops, and trail connections.

Specifically, the project will construct a new roadway that includes a significant arroyo crossing which inhibits vehicular, bicycle and pedestrian travel. The project includes the construction of a culvert to span this crossing, improving the transportation connectivity for all road users.

All improvements will be constructed to meet ADA accessibility standards including sidewalks, curb ramps, and bus stops.

The City of Pueblo Public Works Department has also 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 at City of Pueblo Public Works Department Title VI Compliance Plan.

SCHEDULE J
LABOR AND WORK

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 or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	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, subject to all applicable State and local laws, policies, and procedures. *(Describe the relevant provisions in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeship in the supporting narrative below.)*
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)*
X	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. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)*
	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. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)*
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*

	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; 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. *(Describe the equal opportunity plan in the supporting narrative below.)*
	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. *(Describe those actions in the supporting narrative below.)*
	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 schedule B. *(Identify the relevant actions from schedule B 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.

The project includes a variety of planning, design, and construction activities that will be undertaken by professionals and tradespeople. The work will create good-paying jobs, with the free and fair choice to join a union which advocates for strong labor standards for its members.

The City will require selected contractors to participate in relevant workforce development and labor-management partnership training opportunities using resources

available through the U.S. Small Business Administration, U.S. Department of Labor, the Colorado Workforce Development Center, and other entities.

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2022 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM: FHWA PROJECTS

Revision date: October 18, 2022

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022) appropriated funds to the United States Department of Transportation (the "**USDOT**") for fiscal year 2022 under the heading "National Infrastructure Investments." The funds are available to carry out 49 U.S.C. 6702 by providing Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the RAISE grant program.

On January 14, 2022, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title "FY 2022 National Infrastructure Investments" and funding opportunity number DTOS59-22-RA-RAISE. The notice of funding opportunity posted at Grants.gov, as amended on March 22, 2022, (the "**NOFO**") solicited applications for Federal financial assistance under the fiscal year 2022 RAISE grant program. On August 11, 2022, the USDOT announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2022 RAISE grant program. The term "Recipient" is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through J. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

ARTICLE 1
PURPOSE

1.1 Purpose. The purpose of this award is to fund an eligible project that will have a significant local or regional impact and improve transportation infrastructure. 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 Technical Application, as modified by schedule D.

ARTICLE 2
USDOT ROLE

2.1 Division of USDOT Responsibilities.

(a) The Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the RAISE grant program, the approval of this agreement, and any modifications to this agreement under section 15.1.

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

2.2 USDOT Program Contacts.

FHWA RAISE Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue SE
Room E84-429
Washington, DC 20590
(202) 366-2639 or (202) 366-1200
FHWA-TIGER.Reports@dot.gov

and

OST RAISE Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-227
Washington, DC 20590
(202) 366-8914
RAISEGrants@dot.gov

ARTICLE 3
RECIPIENT ROLE

3.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Technical Application were accurate when that application was submitted; and

(2) schedule E documents all material changes in the information contained in that application.

3.2 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;

(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 costs listed in section 3 of schedule D and the RAISE Grant Amount listed in section 1 of schedule D is committed to fund the Project;

(5) it has sufficient funds available 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 3 and in section 19.7 on behalf of the Recipient.

3.3 USDOT Reliance. The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Technical 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 Technical 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.

3.4 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 Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

3.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprive 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 promptly, in a manner acceptable to the USDOT, 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.

3.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30

calendar days of any change in key personnel who are identified in section 4 of schedule A.

3.7 Subaward to Designated Subrecipient. If section 9 of schedule A identifies a Designated Subrecipient:

(1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.1;

(2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and

(3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

3.8 Designated Subrecipient Statements and Responsibilities. If section 9 of schedule A identifies a Designated Subrecipient:

(1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2; and

(2) the Designated Subrecipient assumes the Recipient's reporting obligations under articles 7 and 8.

3.9 Title 23 Oversight Responsibilities for Subawards. If section 9 of schedule A identifies a Designated Subrecipient, then for the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code.

ARTICLE 4
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount. The USDOT hereby awards a RAISE Grant to the Recipient in the amount listed in section 1 of schedule D as the RAISE Grant Amount.

4.2 Federal Funding Source.

(a) If section 4 of schedule F identifies the Funding Act as "IIJA," then the RAISE Grant is from RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021).

(b) If section 4 of schedule F identifies the Funding Act as "FY2022," then the RAISE Grant is from RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022).

(c) If section 4 of schedule F contains a table that lists separate amounts for "IIJA" and "FY2022," then the amount listed for "IIJA" is from RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) and the amount listed for "FY2022" is from RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022).

4.3 Federal Obligations.

(a) If the Federal Obligation Type identified in section 2 of schedule D is "Single," then this agreement obligates for the budget period the amount listed in section 1 of schedule D as the RAISE Grant Amount and sections 4.3(c)–4.3(h) do not apply to this agreement.

(b) If the Federal Obligation Type identified in section 2 of schedule D is "Multiple," then an amount up to the RAISE Grant Amount listed in section 1 of schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.3(c)–4.3(h).

(c) The Obligation Condition Table in section 2 of schedule D allocates the RAISE Grant among separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in section 2 of schedule B.

(d) This agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table does not list an obligation condition.

(e) This agreement does not obligate amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.3(f) or by modifying this agreement under article 15.

(f) For each portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if, not later than the statutory lapse date identified in section 4.3(h) for that portion of the Project, the parties execute an instrument, in the form provided in Exhibit D, documenting that:

(1) the USDOT determines that the obligation condition listed in that table for that portion of the Project is satisfied;

(2) the USDOT determines that all applicable Federal requirements for obligating the amount are satisfied; and

(3) the Recipient states that it is not required to request a modification of this agreement under article 5.

(g) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f).

(h) RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), lapses and is unavailable for obligation, by statute, after September 30, 2026. RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022) will not lapse and remains available for obligation until expended. Section 4.2 identifies the specific source or sources of funding for this award.

(i) The Recipient acknowledges that:

(1) the USDOT is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f);

(2) any portion of the RAISE Grant that is not obligated under this section 4.3 by the statutory lapse date identified in section 4.3(h) for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the USDOT may consider the failure to obligate funds by the statutory lapse date identified in section 4.3(h) for those funds to be a basis for terminating this agreement under section 10.1.

4.4 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 1 of schedule C. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

4.5 Period of Performance.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the period of performance for this award begins on the date of this agreement and ends on project end date in FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the period of performance for this award is listed on page 1, line 6 of the project-specific agreement.

(c) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 5
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A 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 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

5.2 Scope and Statement of Work Changes. If the Project's activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

5.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

(1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;

(2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; or

(3) the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing" and a schedule change would require the period of performance to continue after the period of performance listed on page 1, line 6 of the project-specific agreement.

For other schedule changes, the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

5.4 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 a modification of this agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:

(1) the total "Non-Federal Funds" amount decreases; or

(2) the total eligible project costs amount decreases.

(c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

(d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

(e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the USDOT does not accept the Recipient's proposal under section 5.4(d), then:

(1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and

(2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "RAISE Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

(f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(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).

5.5 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RAISE grant program and the USDOT. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 15.1.

ARTICLE 6
GENERAL REPORTING TERMS

6.1 **Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A and all USDOT contacts who are listed in section 2.2.

6.2 **Alternative Reporting Methods.** The Administering Operating Administration 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 Administering Operating Administration.

6.3 **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. 2105-0563.

ARTICLE 7
PROGRESS AND FINANCIAL REPORTING

7.1 **Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

7.2 **Final Progress Reports and Financial Information.** No later than 120 days after the end of the period of performance, the Recipient shall submit

(1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and

(2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 8
PERFORMANCE REPORTING

8.1 Baseline Performance Measurement. If the Capital-Planning Designation in section 2 of schedule F is "Capital," then:

(1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and

(2) on or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 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 schedule G.

8.2 Post-construction Performance Measurement. If the Capital-Planning Designation in section 2 of schedule F is "Capital," then

(1) for each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;

(2) for each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and

(3) not later than January 31 of each year that follows a calendar year during which data was collected under this section 8.2, the Recipient shall submit to the USDOT a Post-construction Performance Measurement Report containing the data collected under this section 8.2 in the previous calendar year and stating the dates when the data was collected.

If an external factor significantly affects the value of a performance measure collected under this section 8.2, then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report and discuss its influence on the performance measure.

8.3 Project Outcomes Report. If the Capital-Planning Designation in section 2 of schedule F is "Capital," then the Recipient shall submit to the USDOT, not later than January 31 of

the year that follows the final calendar year during which data was collected under section 8.2, a Project Outcomes Report that contains:

(1) a narrative discussion detailing project successes and the influence of external factors on project expectations;

(2) all baseline and post-construction performance measurement data that the Recipient reported in the Baseline Performance Measurement Report and the Post-construction Performance Measurement Reports; and

(3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Baseline Performance Measurement Report.

8.4 Performance Reporting Survival. The data collection and reporting requirements in this article 8 survive the termination of this agreement.

ARTICLE 9
NONCOMPLIANCE AND REMEDIES

9.1 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 9.1(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 9.1(b); or

(2) if the Recipient fails to respond under section 9.1(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.

9.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 9.1, 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 the 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 9.2(a), before making a final determination of noncompliance under section 9.1. If it does so, then the notice provided under section 9.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 9.2 or making a public interest determination under section 9.2(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 9.2 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).

9.3 Other Oversight Entities. Nothing in this article 9 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 10
AGREEMENT TERMINATION

10.1 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-RAISE Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with schedule D;

(2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;

(3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;

(5) circumstances cause changes to the Project that the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive a RAISE Grant; or

(6) the USDOT determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 10.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 9.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 10.1.

10.2 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.

10.3 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 the USDOT reimbursed before termination, and recover funds from the Recipient.

10.4 Non-Terminating Events.

(a) The end of the budget period described under section 4.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The end of the period of performance described under section 4.5 does not terminate this agreement or the Recipient's obligations under this agreement.

(c) The cancellation of funds under section 14.2 does not terminate this agreement or the Recipient's obligations under this agreement.

10.5 Other Remedies. The termination authority under this article 10 supplements and does not limit the USDOT's remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 11
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 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.

11.2 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 11.2(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. 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 RAISE 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. 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").

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

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

ARTICLE 12
CONTRACTING AND SUBAWARDS

12.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of $2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

12.2 Buy America.

(a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Highway Administration. The Recipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).

(b) 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, subtit. A, 135 Stat. 429, 1298 (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).

(c) 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.

12.3 Small and Disadvantaged Business Requirements.

(a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 ("Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs").

(b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds 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").

12.4 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 the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

12.5 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.

12.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

12.7 Pass-through Entity Responsibilities. 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.

12.8 Subaward and Contract Authorization.

(a) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Division," then the Recipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I, subchapter G.

(b) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A 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. 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 13
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

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

13.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the budget period.

(b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period. This limitation applies to costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 C.F.R. 1.9(b)), and pre-award costs under 2 C.F.R. 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

13.4 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.

13.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

13.6 Timing of Payments to the Recipient.

(a) Reimbursement is the payment method for the RAISE grant program.

(b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.7 Payment Method.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the USDOT agreement officer provides written approval for the Recipient to use a different request and payment method.

(c) The USDOT may deny a payment request that is not submitted using the method identified in this section 13.7.

13.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs), 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.

13.9 Reimbursement Frequency. If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 14
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

14.1 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 funds cancellation date identified in section 14.2.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

14.2 Funds Cancellation.

(a) RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), is canceled by statute after September 30, 2031, and then unavailable for any purpose, including adjustments.

(b) RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022) remains available until expended.

(c) Section 4.2 identifies the specific source or sources of funding for this award.

ARTICLE 15
AGREEMENT MODIFICATIONS

15.1 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.

15.2 Unilateral Contact Modifications.

(a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to all of the USDOT contacts who are listed in section 5 of schedule A and section 2.2.

(b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 2.2 by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.

15.3 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 15.3, 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.

15.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 15.1, 15.2, or 15.3. If an amendment, modification, or supplement is not permitted under section 15.1, not permitted under section 15.2, and not permitted under section 15.3, it is void.

ARTICLE 16
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

16.1 Climate Change and Environmental Justice. Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 17
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

17.1 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), schedule I documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 18
LABOR AND WORK

18.1 Labor and Work. Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), and Executive Order 14052, "Implementation of the Infrastructure Investment and Jobs Act" (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 19
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 24, 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).

19.7 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 20
ASSIGNMENT

20.1 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 21
WAIVER

21.1 Waivers.

(a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.

(b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.

(c) If the USDOT fails to require strict performance of a term 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 term or breach.

ARTICLE 22
ADDITIONAL TERMS AND CONDITIONS

22.1 Effect of Urban or Rural Designation. Based on information that the Recipient provided to the USDOT, including the Technical Application, section 1 of schedule F designates this award as an urban award or a rural 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.

22.2 Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation. If section 3 of schedule F lists "Yes" for the "HDC or APP Designation," then based on information that the Recipient provided to the USDOT, including the

Technical Application, the USDOT determined that the Project will be carried out in a historically disadvantaged community or an area of persistent poverty, as defined in the NOFO. The Recipient shall incur a majority of the costs under this award in historically disadvantaged communities or areas of persistent poverty.

22.3 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.

22.4 Relocation and Real Property Acquisition.

(a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 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. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 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. 24 subpart E.

22.5 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:

(1) if the entity that acquired the equipment is a State or a subrecipient of a State, that entity shall dispose of that equipment in accordance with State laws and procedures; and

(2) if the entity that acquired the equipment is neither a State nor a subrecipient of a State, that entity shall request disposition instructions from the Administering Operating Administration.

(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 22.5 for all tiers of subawards under this award.

22.6 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 22.6(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 22.6(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 schedule B and other information 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 with schedule B or other information in this agreement, then:

(1) the parties may amend this agreement under section 15.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 10.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 10.1(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.

22.7 Railroad Coordination. If section 3 of schedule C 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.

ARTICLE 23
MANDATORY AWARD INFORMATION

23.1 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 25.2;

(2) the "Assistance Listings Number" is 20.933 and the "Assistance Listings Title" is "National Infrastructure Investments"; and

(3) this award is not for research and development.

23.2 Federal Award Identification Number.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Federal Award Identification Number is listed on page 1, line 1 of the project-specific agreement.

23.3 Recipient's Unique Entity Identifier.

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is listed on page 1, line 4 of the project-specific agreement.

ARTICLE 24
CONSTRUCTION AND DEFINITIONS

24.1 Schedules. This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	RAISE Program Designations
Schedule G	RAISE Performance Measurement Information
Schedule H	Climate Change and Environmental Justice Impacts
Schedule I	Racial Equity and Barriers to Opportunity
Schedule J	Labor and Work

24.2 Exhibits. The following exhibits, which are located in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 RAISE Grant Program," dated October 18, 2022, and available at https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements, 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

24.3 Construction.

(a) In these General Terms and Conditions:

(1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;

(2) a reference to a section or other subdivision of a schedule listed in section 24.1 will expressly identify the relevant schedule; and

(3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 24.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

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

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

"**General Terms and Conditions**" means this document, including articles 1–25.

"**Program Statute**" means the collective statutory text:

(1) at 49 U.S.C. 6702;

(2) under the heading "Department of Transportation—Office of the Secretary—National Infrastructure Investments" in title VIII of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading; and

(3) under the heading "Department of Transportation—Office of the Secretary—National Infrastructure Investments" in title I of division L of the Consolidated Appropriations Act, 2022 Pub. L. No. 117-103 (Mar. 15, 2022), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including schedules A–J.

"**RAISE Grant**" means an award of funds that were made available under the NOFO.

"**Technical Application**" means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 25
AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 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 RAISE Grant when the USDOT's authorized representative signs it.

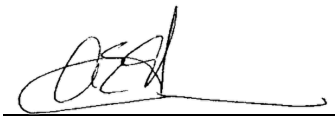
GRANT CERTIFICATION

From: Andrew E. Hayes, P.E., Director of Public Works

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: FY 2022 RAISE Grant – West Side Connector Project

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.



8/15/2024

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City Clerk's Office Item # R16

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CITIZEN ENERGY, LLC, A DISTRICT OF COLUMBIA LIMITED LIABILITY COMPANY, REGARDING MEMBER AGENCY MATCH FUNDING FOR THE U.S. DEPARTMENT OF TRANSPORTATION' CHARGING AND FUELING INFRASTRUCTURE DISCRETIONARY GRANT OPPORTUNITY

SUMMARY:

Attached is a pre-award memorandum of understanding between the City of Pueblo and Citizen Energy, LLC, a District of Columbia, LLC, regarding a member agency match funding for the U.S. Department of Transportation's Charging and Fueling Infrastructure Discretionary Grant Opportunity.

PREVIOUS COUNCIL ACTION:

Not applicable.

BACKGROUND:

Pursuant to Notice of Funding Opportunity Number 693JJ324NF00017 ("NOFO Project"), the City intends to apply for the Charging and Fueling Infrastructure Discretionary Grant Program ("CFI Program") established under the Infrastructure Investment and Jobs Act. The CFI Program seeks to award grant funding to address environmental justice, particularly for economically disadvantaged and other communities (prioritizing rural areas and low and moderate-income neighborhoods) that may disproportionately experience the consequences of either climate change or other pollutants. The Federal share of the cost of a project carried out with CFI Program Grant Funds shall not exceed 80 percent of the total project cost. If the City is awarded the CFI Program Grant Funds, the City must provide at least 20 percent of the total project cost as a matching share. Further, the City is required to contract with a private entity (a corporation, partnership, company, or nonprofit organization) for the acquisition

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and installation of EV charging infrastructure and for the construction, maintenance, or operation of EV charging infrastructure. The CFI Program requires the private entity to contractually agree to pay the 20% match amount of the project cost carried out with CFI Program Funds. In order to receive CFI Program Funds, the City must demonstrate it has taken best efforts to require the private entity to contractually pay for the non-federal share. As such, the City and Citizen Energy, LLC desire to enter into the attached MOU to set forth the terms of the Agreement should city be awarded CFI Program Funds and Citizen Energy, LLC be required to pay the non-Federal match share of the project cost.

FINANCIAL IMPLICATIONS:

There is no financial implication associated with the approval of this MOU. Should the City be awarded CFI Program Funds, there will be costs associated with the completion of the project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

Do no approve the Ordinance.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2024 DOT CFI NOFO Project Grant Application
2. Citizen Energy Preaward MOU Signed

Docusign Envelope ID: 1B8B4059-41DF-4F96-B75E-F7FC9676CD5F

ORDINANCE NO. 10788

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CITIZEN ENERGY, LLC, A DISTRICT OF COLUMBIA LIMITED LIABILITY COMPANY, REGARDING MEMBER AGENCY MATCH FUNDING FOR THE U.S. DEPARTMENT OF TRANSPORTATION' CHARGING AND FUELING INFRASTRUCTURE DISCRETIONARY GRANT OPPORTUNITY

WHEREAS, pursuant to Notice of Funding Opportunity Number 693JJ324NF00017 ("NOFO Project"), City intends to apply for the Charging and Fueling Infrastructure Discretionary Grant Program ("CFI Program") established under the Infrastructure Investment and Jobs Act; and

WHEREAS, the CFI Program seeks to award grant funding for economically disadvantaged communities for the installation of EV charging stations; and

WHEREAS, the Federal share of the cost of a project carried out with CFI Program grant funds shall not exceed 80 percent of the total project cost, requiring awardees to provide at least 20 percent of the total project cost as a matching share; and

WHEREAS, the CFI Program requires the City contract with a private entity (a corporation, partnership, company, or nonprofit organization) for the acquisition and installation of EV charging infrastructure and for the construction, maintenance, or operation of EV Charging infrastructure; and

WHEREAS, the CFI Program requires the private entity to contractually agree to pay the 20% non-Federal share of the project cost carried out with CFI Program funds; and

WHEREAS, City and Citizen Energy, LLC, a District of Columbia Limited Liability Company desire to enter into a Memorandum of Understanding, attached hereto and incorporated herein, to set for the terms of agreement should City be awarded CFI Program funds and Citizen Energy, LLC, be required to pay the non-Federal share of the project cost; and

WHEREAS, approval of the Memorandum of Understanding is in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The Memorandum of Understanding between the City and Citizen Energy, LLC, regarding member agency match funding for the U.S. Department of Transportation's Charging and Fueling Infrastructure Discretionary Grant Opportunity, true copies of which are attached hereto, having been approved as to form by the City Attorney, are hereby approved and accepted.

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SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2024 | 4:38 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 1B8B4059-41DF-4F96-B75E-F7FC9676CD5F

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

U.S. DEPARTMENT OF TRANSPORTATION

Federal Highway Administration

Notice of Funding Opportunity for the U.S. Department of Transportation's Charging and Fueling Infrastructure Discretionary Grant Opportunity

AGENCY: U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA).

ACTION: Notice of Funding Opportunity (NOFO) Number 693JJ324NF00017

Charging and Fueling Infrastructure Discretionary Grant Opportunity (Round 2)

SUMMARY: The purpose of this NOFO is to solicit applications for the Charging and Fueling Infrastructure Discretionary Grant Program (CFI Program) established under the Infrastructure Investment and Jobs Act ("Bipartisan Infrastructure Law" or "BIL"). In addition, funds under the National Electric Vehicle Infrastructure (NEVI) Formula Program 10 percent set-aside (NEVI 10), also established by BIL, will also be awarded under this NOFO. Funding program sources, Fiscal Years (FY), and amounts available for award under this NOFO can be found in the table below. This NOFO also announces FHWA's intention to make additional awards for applications submitted under FY 2022/2023 CFI Round 1 NOFO (693JJ323NF00004) issued March 14, 2023.

KEY DATES: Key dates are summarized below and described in the NOFO.

Action	Date
NOFO Release Date	May 30, 2024
Due Date for non-awarded Round 1 Applicants to Request Reconsideration for Award under Reserved Funding	July 1, 2024
Due Date for Applicant Questions to CFIGrants@dot.gov	July 29, 2024
Due Date for Round 2 New Applications - by 11:59 PM EST in Grants.gov	August 28, 2024

Summary of Funding Available Under this CFI NOFO Round 2

Fiscal Year and Program of Funding in this NOFO	Total Funding (approximately)	Funding for Applications Submitted under this NOFO Round 2	Funding for Applications Previously Submitted under FY 2022/2023 CFI NOFO Round 1
CFI FY 2024	$500,000,000	$100,000,000	$400,000,000
CFI FY 2025	$600,000,000	$600,000,000	
NEVI 10 FY 2023	$21,200,000		$21,200,000
NEVI 10 FY 2024	$100,000,000		$100,000,000
NEVI 10 FY 2025	$100,000,000	$100,000,000	
Total Available (approximately)	**$1,321,200,000**	**$800,000,000**	**$521,200,000**

The CFI Program is divided into two separate grant categories: (1) the Community Charging and Fueling Program Grants (Community Program), to strategically deploy electric vehicle (EV) charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure located on public roads or in other publicly accessible[1] locations; and (2) the Alternative Fuel Corridor Grants (Corridor Program)[2], to strategically deploy charging and alternative fueling infrastructure located along designated alternative fuel corridors.[3] The actual amount of funding available for award each fiscal year will be based on the reduction of authorized funding due to the imposition of the annual obligation limitation. While applicants can choose to apply for only one grant program, they may also submit separate applications under each program. If one eligible applicant is interested in applying for both Community and Corridor funding categories in a single application, they

[1] Publicly accessible means the equipment is available to the public without restriction. A station that is not maintained or restricts access only to customers, tenants, employees, or other consumers is not publicly accessible. Publicly accessible locations may include public parking facilities, parking at public buildings, public transportation stations, Park-and-Rides, public schools, public parks, private parking facilities available for public use, visitor centers, and other public locations on Federal Lands. https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/nominations/90d_nevi_formula_program_guidance.pdf

[2] For more information, see: https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/

[3] Overall, the CFI Program is authorized funding for 5 fiscal years, totaling up to $2.5 billion (FY 2022 $300 million, FY 2023 $400 million, FY 2024 $500 million, FY 2025 $600 million, and FY 2026 $700 million.)

must clearly separate the proposed work, selection criteria, and budget requested for each category.

The CFI Program will accelerate an electrified and alternative fuel transportation system that is convenient, affordable, reliable, equitable, accessible, and safe. The CFI Program will also help put the United States on a path to a nationwide network of at least 500,000 EV chargers by 2030 and improve networks for vehicles using hydrogen, propane, and natural gas. The CFI Program builds on FHWA Alternative Fuel Corridor (AFC) program and complements the NEVI Formula program, which is initially focused on enabling long distance trips along the National Highway System (NHS) through a convenient, reliable, affordable, and equitable electric vehicle charging network. The goals of the CFI Program are to 1) supplement, not supplant, necessary private sector investment; 2) complement existing Federal programs; 3) facilitate broad public access to a national charging and alternative fuel infrastructure network to accelerate the adoption of zero emissions vehicles; 4) implement Justice40[4] objectives, lower transportation costs, and increase economic opportunity; 5) advance job quality, workforce development, and workforce equity; and 6) reduce greenhouse gas and vehicle-related emissions.

Funds available under this notice will provide crucial support for the full buildout of the Nation's electrified and alternative fuel corridors (supplementing funds from the NEVI Formula Program) and can fill in critical infrastructure gaps to help meet current or anticipated demand for corridor charging or alternative fueling infrastructure. By encouraging the adoption and

[4] The Justice40 Initiative sets the goal that 40 percent of the overall benefits of climate and other Federal investments flow to disadvantaged communities that have been marginalized by underinvestment and overburdened by pollution. Pursuant to Executive Order (E.O.) 14008, "Tackling the Climate Crisis at Home and Abroad," January 27, 2021, and the Office of Management and Budget's Interim Justice40 Implementation Guidance M-21-28 and Addendum M-23-09, FHWA recognizes disadvantaged communities as the census tracts identified as disadvantaged by the Climate and Economic Justice Screening Tool (CEJST), located at https://screeningtool.geoplatform.gov/, as well as all Federally Recognized Tribes (whether or not they have land). Disadvantaged communities may be referred to as "Justice40 communities."

expansion in use of alternative fuels, CFI Program investments have the potential to significantly address the transportation sector's outsized contributions to climate change. Currently, the transportation sector is both the largest source of U.S. carbon dioxide emissions, and is increasingly vulnerable because of the higher temperatures, more frequent and intense precipitation, and sea level rise associated with the changing climate.[5]

FHWA seeks to award funding under this NOFO to projects that address environmental justice,[6] particularly for disadvantaged and other communities (prioritizing rural areas and low- and moderate-income neighborhoods) that may disproportionately experience the consequences of either climate change or other pollutants. Also, FHWA seeks to fund projects that help achieve the Justice40 Initiative goal as described in footnote 4. In addition, FHWA intends to use this funding opportunity to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and diverse workforce programs, in particular registered apprenticeships, labor management partnerships and Local Hire agreements,[7] in project planning stages and program delivery.

This NOFO describes the application requirements, selection and evaluation criteria, Federal requirements, and available technical assistance during the grant solicitation period. To ensure a fair and unbiased evaluation of applications submitted under this NOFO, applications must be complete and address all statutory requirements; however, FHWA may request supplementary information, as needed, or to determine with which category of grant the

[5] See EPA Inventory of U.S. Greenhouse Gas Emissions and Sinks, available at https://www.epa.gov/ghgemissions/inventory-us-greenhouse-gas-emissions-and-sinks.
[6] See definition of environmental justice in Executive Order 14906 at https://www.whitehouse.gov/briefing-room/presidential-actions/2023/04/21/executive-order-on-revitalizing-our-nations-commitment-to-environmental-justice-for-all/.
[7] Contracts awarded with geographic hiring preferences are eligible for assistance under most FHWA financial assistance programs.

application best aligns, or if applicants could be eligible to receive an award from both categories of funding. Recipients of an award under this program related to EV infrastructure are required to comply fully with applicable sections of the National Electric Vehicle Infrastructure Minimum Standards and Requirements Rule (23 CFR Part 680).[8] These Standards specify technical aspects of charging infrastructure including connector types, power levels, minimum number of charging ports per station, minimum uptime (reliability standards), payment methods, and more; data submittal requirements; workforce requirements for installation, operation, or maintenance by qualified technicians; interoperability of EV charging infrastructure; traffic control devices and signage; network connectivity; and publicly available information. Questions related to this solicitation can be sent to the program inbox at CFIgrants@dot.gov until July 29, 2024. FHWA will deliver informational webinars to interested parties regarding this solicitation, as specified in the Grants.gov notice/synopsis. Please check the CFI Website (https://www.fhwa.dot.gov/environment/cfi/) and the Joint Office of Energy and Transportation (Joint Office) Website (https://driveelectric.gov/) for more information.

SPECIAL NOTE: Additional funding to be made available under the 10 percent set-aside of the National Electric Vehicle Infrastructure Program:

Paragraph (2) under the Highway Infrastructure Program heading in Title VIII of Division J of BIL provides funding for establishing the National Electric Vehicle Infrastructure (NEVI) Formula Program. This paragraph provides that the Secretary shall set aside 10 percent of the NEVI Formula Program each fiscal year for the Secretary of Transportation "to make grants to States and localities that require additional assistance to strategically deploy electric vehicle charging infrastructure." For purposes of this NOFO, these funds are referred to as

[8] Final Rule for National Electric Vehicle Charging Minimum Standards and Requirements

NEVI 10 funds. The Secretary finds that applications submitted under this NOFO by State and local governments for EV charging infrastructure projects would provide additional assistance to strategically deploy EV charging infrastructure. In response to the CFI Round 1 NOFO (693JJ323NF00004), FHWA received significantly more requests for funding than was available. These applications represent EV charging infrastructure projects that State and local governments could strategically deploy. In addition, by combining the NEVI 10 funds with the CFI funds, FHWA is reducing the burden on State and local applicants who would otherwise have to submit multiple applications to different programs. FHWA will not use separate criteria in selecting applications for NEVI 10 funding nor does FHWA require the applicant to specify that the project should be considered for such funding. Rather, FHWA will select applications for NEVI 10 funding using the same criteria as the CFI community and corridor programs, provided the application is for electric vehicle infrastructure.[9]

[9] NEVI 10 funds awarded for projects under this NOFO will be administered pursuant to the same requirements as CFI except where a CFI requirement is determined to be inconsistent with a statutory requirement of the NEVI program under Title VIII of Division J.

Funding Opportunity Summary:		Funding available under this NOFO consists of two components: (1) Up to $800 million to fund CFI Round 2 applications to provide grants to eligible entities to strategically deploy publicly accessible EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure in certain locations or along designated AFCs that will be accessible to all drivers of EVs, hydrogen vehicles, propane vehicles, and natural gas vehicles. (2) Up to $521.2 million to fund applications previously submitted but not selected for award under the FY2022/2023 CFI Round 1 NOFO (693JJ323NF00004) published on March 14, 2023[10].
Federal Agency Name:		U.S. Department of Transportation FHWA, Office of Planning, Environment and Realty (HEP) 1200 New Jersey Avenue, SE Washington, DC 20590
Funding Opportunity Title:		Charging and Fueling Infrastructure Discretionary Grant Opportunity (Round 2)
Announcement Type:		This is the CFI NOFO Round 2. Section 11401of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58, Nov. 15, 2021), established the Charging and Fueling Infrastructure Discretionary Grant Program which is codified at 23 U.S.C. § 151(f)(2). There are two funding categories under the Charging and Fueling Infrastructure Discretionary Grant Program: (1) Community Charging and Fueling Program Grants and (2) Alternative Fuel Corridor Grants.

[10] https://grants.gov/search-results-detail/346798

		Division J of BIL established the NEVI 10 percent set-aside.
Community Grants:		• Located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity. • Must be publicly accessible. • May use funds to contract with a private entity. • Minimum award amount of $500,000[11], maximum award amount of $15 million. • Must demonstrate benefits[12] will flow to Justice40 communities. • Expected to reduce greenhouse gas emissions and to expand or fill gaps in access to publicly accessible infrastructure. • Must be accessible to and usable by individuals with disabilities.
Corridor Grants:		• Located along a designated AFC; EV charging and other alternative fuels within 5 miles of the AFC.[13] • Must be publicly accessible. • Minimum award amount of $1 million[14], no maximum award amount. • Must use funds to contract with a private entity. • Must demonstrate benefits[15] will flow to Justice40 communities Must be accessible to and usable by individuals with disabilities.
Funding Opportunity Number:		693JJ324NF00017

[11] DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities and consideration.
[12] See footnote 4 for a description of the Justice40 Initiative
[13] In order to be designated as an AFC for EV charging, FHWA criteria provides that the EV charger be located within 1 travel mile of the highway. For purposes of this NOFO, with respect to the Corridor Program, FHWA will consider applications along designated AFCs for EV chargers up to 5 miles off the highway.
[14] DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities and consideration.
[15] See footnote 4 for a description of the Justice40 Initiative.

Type of Award:		Cost Reimbursement Grant
Funding Categories:		The FHWA Administrator may advise the Secretary of Transportation (Secretary) on options for reduced awards.[16] Each application must clearly indicate if the application will be evaluated under the Community or the Corridor grant funds. An eligible applicant may submit separate applications under both programs. If one eligible applicant is interested in applying for both Community and Corridor funding categories in a single application, they must clearly separate the proposed work, selection criteria and budget requested for each category.
Assistance Listing Number (formerly Catalog of Federal Domestic Assistance (CFDA)):		20.205 – Highway Planning and Construction
Application Due Date:		Submission Deadline: Applications are due no later than 11:59 PM EST on **AUGUST 28, 2024,** through Grants.gov. Applicants are encouraged to submit applications in advance of the application deadline; however, new applications will not be evaluated, and awards for newly submitted applications will not be made, until after the application submission deadline.
Submit Applications To:		FHWA uses Grants.gov for receipt of all applications. Applicants must register and use the system to submit applications electronically. Approval of new user registrations for Grants.gov may take multiple weeks. Applicants are encouraged to register for Grants.gov in advance of the submission deadline. Applicants are also encouraged to subscribe in Grants.gov under this NOFO number to receive notices of any updates, amendments, changes, or supplemental information related to this grant opportunity. It is the Applicant's responsibility to monitor Grants.gov for any updates/amendments to this NOFO. Complete instructions on how to register and apply can be found at Grants.gov. If interested parties experience difficulties at any point during registration or application process, please use the help available on Grants.gov such as the Ask Grant/Chat Now with Grant

[16] Per section B.2. Scalable Project Options, applicants to both Community and Corridor programs are encouraged to propose projects that are scalable and identify scaled funding options in case insufficient funding is available to fund an applicant's project at the full requested amount.

		service; or the Grants.gov 24/7 Customer Support Hotline at 1-800-518-4726; or email support@grants.gov. USDOT staff cannot assist with technical Grants.gov system and user questions.
Questions:		Submit CFI NOFO Questions to Email: CFIgrants@dot.gov Applications will not be reviewed in advance, but FHWA staff are available to answer questions regarding the program. In addition, FHWA will post answers to questions and requests for clarifications at Grants.gov under this funding opportunity number. Due to the competitive nature of the program, during the application submittal phase, FHWA is unable to accommodate individual meeting requests to discuss the opportunity or specific project ideas, and unable to provide individualized guidance or render opinions about the merit of a specific project. The CFIgrants@dot.gov inbox will close after July 29, 2024. Applicants are encouraged to submit their questions to the inbox in advance of this date. Based on the volume of questions, we will attempt to answer as many questions as possible.

SUPPLEMENTARY INFORMATION: The organization of this NOFO is based on an outline set forth in Appendix I to Title 2 of the Code of Federal Regulations (CFR) Part 200 to ensure consistency across Federal financial assistance programs.

RESERVATION OF FUNDS FOR FY 2022/2023 CFI ROUND 1 APPLICATIONS THAT WERE NOT SELECTED FOR CFI FUNDING: In January 2024, DOT announced award selections resulting from the FY 2022/2023 CFI Round 1 NOFO (693JJ323NF00004). Under this CFI Round 2 NOFO (693JJ324NF00017), FHWA is making up to $400 million in FY 2024

CFI funding and up to $121.2 million of NEVI 10 funding ($21.2 million in FY 2023 funding and $100 million in FY 2024 funding) available to certain applications that were submitted but not selected under the CFI Round 1 FY 2022/2023 NOFO. For purposes of selecting projects under this reservation of funds, FHWA will follow the criteria and process set forth in the FY 2022/2023 CFI Round 1 NOFO. No amendments are being made to either the selection criteria or process, so no previous application modifications will be needed or accepted. Instead, FHWA will forward all applications that were not selected for funding but rated by the technical review team as either "Highly Recommended," or "Recommended," and also found to meet one or more DOT priority considerations as provided in Section E.2 of the FY 2022/2023 CFI Round 1 NOFO. For purposes of this reservation of funds, FHWA incorporates the FY 2022/2023 NOFO by reference and will follow that NOFO criteria for all selections. Note that in following the NOFO process to determine which Recommended and Highly Recommended applications are to be funded, the Senior Review Team, FHWA Administrator, and the Secretary may apply the Statutory Selection Priorities and Additional Considerations independently from the original award process.

If an applicant submitted an application for funding under the FY 2022/2023 CFI Round 1 NOFO and was not selected, such applicant must notify FHWA by email to CFIGrants@dot.gov by July 1, 2024, if the applicant wishes for that application to be reconsidered for award using this reservation of funding. The applicant does not need to resubmit the Round 1 application, but needs only to notify the FHWA that the applicant wishes for the application to be reconsidered for award using this reservation of funding. Round 1 applicants seeking such reconsideration of their unawarded Round 1 application will not be permitted to modify, amend or supplement their Round 1 applications. To maximize chances of

obtaining an award, CFI FY2022/2023 unawarded applicants may request consideration under the reserved funds, and they may also submit a new application following the criteria outlined in this Round 2 NOFO. FHWA will not award more funding to any one project above the allowable Federal share.

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A. Program Description

1. Overview

The CFI Program was established by the Bipartisan Infrastructure Law (BIL) (enacted as the Infrastructure Investment and Jobs Act, Section 11401, Pub. L. 117–58, Nov. 15, 2021, codified at 23 U.S.C. § 151) with two grant categories, one for the Community Program and one for the Corridor Program. For a summary of funding available amounts, by source and fiscal year, please see the Summary section above.

The CFI Community Program and the CFI Corridor Program each have their own respective evaluation criteria and program requirements.

i. Community Program

Community Program grants are expected to reduce greenhouse gas emissions and to expand or fill gaps in access to charging or alternative fueling infrastructure.

Under 23 U.S.C. § 151(f)(8), FHWA seeks to award Community Program Grants to eligible entities (listed in Section C.1.) for projects on any public road or in other publicly accessible locations that are expected to reduce greenhouse gas emissions and to expand or fill gaps in access to publicly accessible EV charging infrastructure, or hydrogen, propane, or natural gas fueling infrastructure. Projects expanding access to charging and fueling infrastructure in rural areas,[17] low- and-moderate income neighborhoods, and communities with a low ratio of private parking spaces to households or a high ratio of multiunit dwellings to single family homes shall be prioritized (23 U.S.C. § 151(f)(8)(F)).

[17] For the purposes of the CFI Program, Urbanized Areas (UZA) with populations of less than 50,000 will be considered rural. For purpose of this notice, in defining urban and rural communities, DOT will rely on the Census Bureau 2020 definition of UA as an area that consists of densely settled territory that contains 50,000 or more people. Updated lists of UAs are available on the Census Bureau Website at: http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/

Infrastructure may be located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks,[18] or in publicly accessible parking facilities owned or managed by a private entity (23 U.S.C. § 151(f)(8)(E)). If selected for an award, grant recipients may use funds to contract with a private entity[19] that owns or manages parking facilities. Grant recipients may place charging and fueling infrastructure in parking garages, on-street parking locations, and other parking facilities that charge a parking fee. In addition, the grant recipient must ensure that all electric vehicle charging infrastructure funded as part of their grant includes any parking fee in their price structure and comply with 23 CFR 680.116(a)(3) and 23 CFR 680.116(c)(9).

ii. Corridor Program

Corridor Program grants are expected to support buildout of charging or alternative fueling infrastructure along designated AFCs.

Under 23 U.S.C. § 151(f)(6), FHWA seeks to award Corridor Program Grants to eligible entities (listed in Section C.1.) to contract with a private entity[20] for acquisition and installation of publicly accessible EV charging infrastructure, or hydrogen, propane, or natural gas fueling infrastructure that is directly related to the charging or fueling of a vehicle along designated AFCs. As of 2023, designated AFCs cover nearly 205,000 miles of the NHS and traverse rural and urban areas, Tribal lands, national parks, and underserved and disadvantaged communities. The CFI Program will assist State and local agencies, private industry, and other interested stakeholders to build an alternative fuels transportation network to better meet drivers' needs and

[18] Use of parks must comply with DOT 4(f) requirements 23 U.S.C. 138, 49 U.S.C. 303, and 23 CFR part 774.
[19] The Federally Funded Research and Development Centers, including the National Renewable Energy Laboratory, are ineligible to be contracted as a private entity under this grant program.
[20] The Federally Funded Research and Development Centers, including the National Renewable Energy Laboratory, are ineligible to be contracted as a private entity under this grant program.

improve the mobility of passenger and commercial vehicles that employ electric, hydrogen fuel cell, propane, and natural gas fueling technologies across the nation. The Corridor Program envisions a national AFC network that allows for inter-city, regional, and interstate travel using cleaner fuels, addresses driver range anxiety, integrates with existing transportation planning processes, and accelerates public interest and awareness of alternative fuel availability. This includes both light-duty passenger vehicles and medium/heavy-duty vehicles. Through this NOFO, FHWA seeks to solicit applications that enable these objectives while contributing to the broader objectives outlined below.

FHWA seeks to award projects in both urban and rural areas along designated AFCs to create a balance of publicly accessible electric charging and alternative fuel infrastructure. The EV charging infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than five miles from Interstate exits or highway intersections along designated corridors. Hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure is allowable no more than five miles from Interstate exits or highway intersections along the corridor. Infrastructure shall be located along a designated AFC under this section, on the condition that any affected Indian Tribes are consulted before the designation (23 U.S.C. § 151(f)(6)).

2. Additional Information

DOT is committed to considering project funding decisions holistically among the various discretionary grant programs available in BIL. DOT also recognizes that applicants may be seeking funding from multiple discretionary grant programs and opportunities. An applicant may seek the same award amounts from multiple DOT discretionary opportunities or seek a combination of funding from multiple DOT opportunities. The applicant should identify any

other DOT programs and opportunities they have applied for and intend to apply for beyond the CFI Program (or if the Federal funding is already available to the applicant including NEVI formula and NEVI 10 funds), and what award amounts they will be seeking, within their application. The CFI Community Program seeks to layer in a "dig once," future-proofing approach to this substantial investment in charging and alternative fuel infrastructure. This "dig once" philosophy equates to maximizing the overall societal and economic benefits of a project while minimizing the cost and disruption of construction by considering and installing for current needs and as many of the reasonably foreseeable future needs as practicable. Examples may include, but are not limited to, communications and broadband conduits, duct banks, and adequate power distribution for multimodal vehicular charging.

In addition to personally owned electric and alternative fuel vehicles, this NOFO can enable electrified and alternative fueled shared mobility, active mobility, and other affordable transportation options by combining funding from the Community Grant Program with other public and private investments.

Applicants for the Corridor Program should ensure their applications, as they relate to EV infrastructure, align with their State's NEVI Deployment Plan.

3. Administration Priorities and Departmental Strategic Plan Priority Statements

The DOT will consider funding projects that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth

creation as described in the USDOT Strategic Plan[21], the USDOT Research, Development and Technology Strategic Plan[22], and in executive orders.[23]

B. Federal Award Information

1. Amount Available

A total of up to $800 million is available for awards for new applications solicited under this NOFO, which includes up to $700 million in CFI Program funds, and up to $100 million in NEVI 10 funds. For a summary of funding available amounts, by source and fiscal year, please see the Summary section above. The CFI grant awards will identify which fiscal year(s) funding is provided for the award.

All awards of FY 2024 and FY 2025 CFI Program funding are available for obligation through September 30, 2027, and September 30, 2028, respectively. Fiscal Year 2025 funds cannot be obligated before October 1, 2024. Once funds are obligated, CFI Program funds are available until expended. NEVI 10 funds are available until expended.

i. Community Program Award Information

A total of up to $350 million in CFI Program funds appropriated for FY 2024 and 2025 are available through this NOFO for the Community Program. Additional awards may be made using FY 2025 NEVI 10 funds. The anticipated minimum award size is $500,000 and the statutory maximum award amount is $15 million (23 U.S.C § 151(f)(8)(I)). DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold above

[21] https://www.transportation.gov/mission/us-dot-strategic-plan-fy-2022-2026
[22] https://www.transportation.gov/sites/dot.gov/files/2023-01/USDOT%20RDT%20Strategic%20Plan%20FY22-26_010523_508.pdf
[23] E.O. 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619).
EO 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009). E.O. 14025, Worker Organizing and Empowerment (86 FR 22829), and E.O. 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities.

ii. Corridor Program Award Information

A total of up to $350 million in CFI Program funds appropriated for FY 2024 and 2025 are available through this NOFO for the Corridor Program. Additional awards may be made using FY 2025 NEVI 10 funds. The anticipated minimum award size is $1 million and there is no statutory maximum award size under this NOFO. The DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold above upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities.

iii. Reserved Funding Award Information - Additional Awards of Applications Previously Submitted under FY2022/2023 CFI Round 1 NOFO

A total of up to $400 million in FY 2024 CFI funding and up to $21.2 million in FY 2023 and up to $100 million in FY 2024 NEVI 10 funds is available to fund applications previously submitted under the FY 2022/2023 CFI Round 1 NOFO, that were not selected for awards. For more information, see the opening Summary section of this NOFO. Any funding not needed under this reserve will be made available for awards to CFI Round 2 new applications.

2. Scalable Project Options

Applicants to both Community and Corridor programs are encouraged to propose projects that are scalable and identify scaled funding options in case insufficient funding is available to fund an applicant's project at the full requested amount. For example, if a portion of the total project could be constructed and opened for functional public use, with the remainder of the total project constructed at a later time, please state such in the application, including the

cost, brief scope, and scheduling needs for initial/scaled project. If an applicant advises that a project is scalable, the applicant must provide an appropriate minimum funding amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. The applicant must provide a clear explanation of how the project budget would be affected by a reduced award. DOT may award a lesser amount whether or not a scalable option is provided.

C. Eligibility Information

1. Eligible Applicants

To be selected for a grant, an applicant must be an Eligible Applicant and the project must be an Eligible Project that meets the minimum project amount listed above in Section B.1.i. for the Community Program and Section B.1.ii. for the Corridor Program. Ownership structures of potential applicants vary significantly across the country. Therefore, an entity must evaluate the list of eligible applicants and demonstrate in their application that they are eligible for an award. If awards are made using NEVI 10 funds, then eligible applicants will be limited to State and local governments, per statute.

Eligible Applicants	**Community Program** 23 U.S.C. § 151(f)(8)(C)	**Corridor Program** 23 U.S.C. § 151(f)(3)	**NEVI 10 (Community or Corridor)**
A State[24] or political subdivision of a State	x	x	x
A metropolitan planning organization	x	x	
A unit of local government	x	x	x
A special purpose district or public authority with a transportation function, including a port authority	x	x	
An Indian Tribe (as defined in section 4 of the Indian Self-Determination and Education	x	x	

[24] The term "State" means any of the 50 States, the District of Columbia, or Puerto Rico 23 U.S.C. § 101(a)(28).

Assistance Act (25 U.S.C. § 5304))[25]			
A territory of the United States	x	x	
An authority, agency, or instrumentality of, or an entity owned by, 1 or more entities as listed above	x	x	
A group of entities as listed above	x	x	
A State or local authority with ownership of publicly accessible transportation facilities	x		x

The application must be submitted by one lead eligible applicant. If a group (two or more) of eligible entities above submits a joint application, the group must identify a lead applicant to serve as prime awardee in the event an award is made. The prime awardee will serve as the primary point of contact and be responsible for financial administration of the project. Joint applications should include a description of the roles and responsibilities of each eligible applicant and should be signed or include a letter of support by each eligible applicant.

The lead applicant may propose other organizations (such as a private entity[26]) as part of their application. Generally, such other organizations would fall into a sub-recipient or contractor role as defined in 2 CFR 200.331. If possible, the applicant should identify anticipated sub-recipients or contractors in the application. The 2 CFR 200 Procurement Standards apply to contractor awards but not to sub-recipient awards.[27] If the relationship reflects a sub-recipient relationship under 2 CFR 200.331, then the requirements for pass-through entities in 2 CFR 200.332 apply.

[25] The term ‘‘Indian’’ means a person who is a member of an Indian Tribe 25 U.S.C. § 5304(d). The term ‘‘Indian Tribe’’ means any Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians 25 U.S.C. § 5304(e).
[26] “Private entity” means a corporation, partnership, company, or nonprofit organization (23 U.S.C. § 151(f)(1)).
[27] See the Contracting and Subgrants section of the CFI Q and A at https://www.fhwa.dot.gov/environment/cfi/cfi_faqs.pdf

Applications with a lead applicant that is not one of these statutory eligible applicants will be deemed ineligible and will not be evaluated to determine if the application contains a statutorily eligible project.

2. Cost Sharing or Matching

The Federal share of the cost of a project carried out with CFI Program funds under both programs shall not exceed 80 percent of the total project cost (23 U.S.C. § 151(f)(10)). Cost sharing or matching is required, with the maximum Federal share being 80 percent of the total cost of the project. Awardees must provide at least 20 percent of the total project cost (not 20 percent of the Federal share) as a matching share. Additional information on cost share can be found at 2 CFR 200.306 -- Cost sharing or matching and FHWA's guidance on Non-Federal Matching Requirements.[28][29] DOT will not consider previously incurred costs, previously expended or encumbered funds, or any CFI Program funds received towards the matching requirement for any project.

Eligible entities are required to contract with a private entity under the Corridor Program and are permitted to contract with a private entity under the Community Program.[30]

Under the CFI Program, a "private entity" means a corporation, partnership, company, or nonprofit organization. (23 U.S.C. § 151(f)(1)). As per 23 U.S.C. 151(f)(10), the Federal share for the cost of a project carried out with these grants shall not exceed 80 percent.[31] Where a recipient contacts a private entity for the services specified in the statute (for Corridor, the

[28] https://www.fhwa.dot.gov/legsregs/directives/policy/fedaid_guidance_nfmr.pdf
[29] https://www.transportation.gov/grants/dot-navigator/understanding-non-federal-match-requirements
[30] For NEVI 10, BIL Title VIII of Division J provides that recipients "may" use funds to contract with private entities and that private entities "may" pay the non-Federal share of the cost of a project.
[31] Note: The cost share requirement may be met with other Federal funding only if authorized in the statute of the other Federal funding. If there is no express language stating that the funding can be used as a match on other Federal awards, then the Federal funding cannot be used for the non-Federal cost share. Under this NOFO, Tribes are allowed to satisfy the non-Federal match requirements using Tribal Transportation Program funds.

recipient must contract with a private entity for the acquisition and installation of EV charging infrastructure and for Community, the recipient may contract with a private entity for the acquisition, construction, installation, maintenance, or operation of EV Charging infrastructure), the statute requires that the private entity shall contractually agree to pay the non-Federal share of the project cost carried out with CFI Program funds that is not paid by the Federal Government. Accordingly, the recipient must demonstrate it has taken best efforts to require the private entity to contractually pay for the non-Federal share. If a recipient is able to demonstrate that, despite its best efforts, a contract is unable to be executed with the private entity to pay the non-Federal share, FHWA will not consider the recipient to be in violation of the grant agreement pursuant to 23 CFR 1.36. However, the CFI Grant Recipient remains ultimately responsible for ensuring the non-Federal cost share is met for the project.[32]

3. *Eligible Projects and Project Costs*

Each of the two funding opportunities has different statutory rules for what kinds of projects are eligible for funding. More information about Eligible Projects and Project Costs for each program is listed below in Section C.4 and C.5. Applications will be considered for the funding program indicated and supported in the application. Applicants that do not include statutorily eligible projects will not be evaluated for the selection criteria.

4. *Community Program - Eligibility Information*

Community Program grants are expected to reduce greenhouse gas emissions and to expand or fill gaps in access to charging or alternative fueling infrastructure.

[32] Note: The cost share requirement may be met with other Federal funding only if authorized in the statute of the other Federal funding. If there is no express language stating that the funding can be used as match on other Federal awards, then the Federal funding cannot be used for the non-Federal cost share. Under this NOFO, Tribes are allowed to satisfy the non-Federal match requirements using Tribal Transportation Program funds.

Community Program – Eligible Projects

- Community Program grants may be awarded to any project that is expected to reduce greenhouse gas emissions and to expand or fill gaps in access to eligible infrastructure.
- Eligible infrastructure is a publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure.[33] Propane fueling infrastructure is limited to infrastructure for medium- and heavy-duty vehicles.[34]
- Projects may be located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity.[35]
- Both Direct Current Fast Charging and Alternating Current Level 2 chargers are eligible under the CFI Community Program.

Community Program – Eligible Project Costs

- Acquisition and installation of eligible infrastructure (as defined above). An applicant that receives a CFI grant for installation of eligible infrastructure may also use grant funds for:
    - Any related construction or reconstruction and the acquisition of real property directly related to the project.[36]
    - Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities.[37]

[33] 23 U.S.C. § 151(f)(8)
[34] 23 U.S.C. § 151(f)(7)
[35] 23 U.S.C. § 151(f)(8)(E)
[36] 23 U.S.C. § 151(f)(8)(D)(ii)
[37] 23 U.S.C. § 151(f)(8)(D)(i)

- Contracting with a private entity for the acquisition, construction, installation, maintenance, or operation of eligible infrastructure included in the project.[38] Operating assistance shall be limited to costs allocable to operate and maintain the eligible infrastructure and service, and may not exceed the amount of a contract to acquire and install eligible infrastructure.[39]

- Educational and community engagement activities to develop and implement education programs through partnerships with schools, community organizations, and vehicle dealerships to support the use of zero-emission vehicles and associated infrastructure (may not exceed more than 5 percent of the grant amount awarded).[40]

5. Corridor Program - Eligibility Information

Corridor Program grants are expected to support buildout of charging or alternative fueling infrastructure along designated AFCs. [41]

Corridor Program – Eligible Projects

- Corridor Program grants must be awarded to any project that contracts with a private entity for acquisition and installation, or operation, of eligible infrastructure.
- Eligible infrastructure is publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure that is directly related to the charging or fueling of a vehicle.[42] Propane fueling infrastructure is limited to infrastructure for medium- and heavy-duty vehicles.[43]

[38] 23 U.S.C. § 151(f)(8)(H)
[39] 23 U.S.C. § 151(f)(6)(C)(ii-iii)
[40] 23 U.S.C. § 151(f)(8)(K)
[41] For more information on AFC's https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/
[42] 23 U.S.C. § 151(f)(6)(A)
[43] 23 U.S.C. § 151(f)(7)

- Projects must be located along an alternative fuel corridor designated under this section, on the condition that any affected Indian Tribes are consulted before the designation.[44]
- EV charging infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than five miles from Interstate exits or highway intersections along designated corridors.[45]
- Hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than five miles from Interstate exits or highway intersections along designated corridors.

Corridor Program – Eligible Project Costs

- Contracting with a private entity for acquisition and installation of eligible infrastructure (as defined above).[46]
- Providing a private entity with operating assistance for the first 5 years of operations after the installation of eligible infrastructure while the facility transitions to independent system operations.[47] Operating assistance shall be limited to costs allocable to operate and maintain the eligible infrastructure and service, and may not exceed the amount of a contract to acquire and install eligible infrastructure.[48]
- An applicant that receives a CFI grant for acquisition and installation, or operations, of eligible infrastructure may also use grant funds for acquisition and installation of traffic

[44] 23 U.S.C. § 151(f)(6)(B)
[45] In order to be designated as an AFC for EV charging, FHWA criteria provides that the EV charger be located within 1 travel mile of the highway. For purposes of this NOFO, with respect to the Corridor Program, FHWA will consider applications along designated AFCs for EV chargers up to 5 miles off the highway.
[46] 23 U.S.C. § 151(f)(6)(A)
[47] 23 U.S.C. § 151(f)(6)(C)(i)
[48] 23 U.S.C. § 151(f)(6)(C)(ii-iii)

control devices located in the right-of-way to provide directional information to eligible infrastructure included in the project.[49]

- Preliminary engineering, engineering, and design-related services directly relating to the construction of a highway project, including engineering, design, project development and management, construction project management and inspection.[50]

D. Application and Submission Information

1. Address to Request Application Package

All application materials may be found on Grants.gov. Once at Grants.gov, select the Search Grants tab. Then enter one of the following:

- Opportunity Number: 693JJ324NF00017
- Opportunity Name: Charging and Fueling Infrastructure Discretionary Grant Program
- Assistance Listing Number: 20.205

When at one of these pages, select the CFI Opportunity, which will open to a page with several tabs. The first tab is a synopsis of the opportunity. The Related Documents tab is the Full Announcement (the NOFO document), NOFO Amendments, and supporting documents added by DOT such as FAQs. The Package tab allows you to preview the forms needed to submit an application. The red Subscribe button allows applicants to register to receive notice by email when DOT updates or adds to the opportunity page. The red Apply button allows applicants to apply using Grants.gov. Applicants should use the Grants.gov Workspace to create and submit the application. See Grants.gov for training on using Grants.gov Workspace.

[49] 23 U.S.C. § 151(f)(6)(D)(ii)
[50] 23 U.S.C. §101(a)(4)

For a Telephone Device for the Deaf (TDD), please call (202) 366-3993. If potential applicants are unable to download the application package from the internet, they may send a written request for a paper copy to the below address. Requests should be sent to: CFIGrants@dot.gov

2. Content and Form of Application

All applications must be submitted electronically through Grants.gov. The application must include: (1) STANDARD FORMS; and (2) APPLICATION SUPPORT. See instructions below.

(1) STANDARD FORMS: The following are mandatory:

- Standard Form 424 (Application for Federal Assistance)
- Standard Form 424C (Budget Information for Construction Programs)
- Standard Form 424D (Assurances for Construction Programs)
- Standard Form LLL (Disclosure of Lobbying Activities)
- Project Abstract Summary
- Attachments (Use this form to add APPLICATION SUPPORT file(s))

(2) APPLICATION SUPPORT: A narrative document no more than 25 pages that addresses the following items i.-iv. which are detailed below. In Grants.gov, please submit the APPLICATION SUPPORT as one PDF file if possible.

i. Project Narrative

ii. Budget Information

iii. Project Merit Criteria

iv. Project Readiness and Environmental Risk

i. Project Narrative

FHWA recommends that the project narrative be prepared with standard formatting preferences (i.e., a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins). If possible, Website links to supporting documentation should be

provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the project narrative the relevant portion of the project narrative that each document supports. FHWA recommends using appropriately descriptive final names (e.g., Project Narrative, Maps, Geospatial Data, Project Budget) for all attachments.

Also, in the project narrative, applicants should describe how the project addresses the following areas as well as the additional project narrative information that is specified below. DOT specifies that the project narrative follow the outline below. Following the outline will also assist evaluators in locating the relevant information.

Community Program

I. Description of project location, including a detailed geographical description of the proposed project, a map of the project's location and connections to existing transportation infrastructure, geospatial data describing the project location(s) (e.g., ESRI shapefiles, latitude/longitude coordinates, intersections, specific addressees, etc.), the number of EV charging ports/alternative fueling dispensers expected at each project site, and how traffic safety considerations will be addressed for vehicles entering and leaving the site. Applicants should provide as much information as possible for the location of the project site(s) and the number of the number of EV charging ports/alternative fueling dispensers, keeping in mind the award is limited to the project and location as described in the application. If there is some uncertainty regarding the location or number of EV charging ports/alternative fueling dispensers, this should be described in detail in the application and the potential sites and the number of EV charging ports/alternative fueling dispensers discussed.

Applicants must address how their project appropriately mitigates any safety risks introduced by the project. Prior to receiving funds, all projects are expected to, at a minimum, identify and mitigate to the extent practicable any significant safety risks that could result after the project completion. Applicants should include how their project will not negatively impact the overall safety of the traveling public. Applicants should also consider the National Roadway Safety Strategy (NRSS)[51] when addressing how the projects will support the goal of achieving zero roadway death through a Safe Systems Approach. This description should also detail how the access is in compliance with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.).

II. Description of how the project expands community-based infrastructure or fills gaps in access by equitably expanding the deployment of publicly available EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure in community locations, located on any public road or in any other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity.

III. Additional Project Narrative Information. FHWA is interested in community charging and fueling deployment projects in several focus areas. As applicable, applicants are encouraged to indicate which focus area(s) their proposed project address(es) and how the project benefits the community and improves access to EV and alternative fueling infrastructure. In addition, in association with the focus areas specified, applicants are encouraged to note whether the project would expand alternative fueling/charging access to rural areas, low- and

[51] https://www.transportation.gov/NRSS

moderate- income neighborhoods, and/or underserved or hard to reach communities where the private sector may not invest absent Federal funding.

More than one category can be identified.

- Neighborhood and Multi-Family Charging: Provide convenient, affordable access to charging infrastructure in public or shared private locations within walking distance of where future EV owners live, potentially including multi-family properties and curbside installations in urban neighborhoods. Projects should seek to advance low-cost solutions with light construction when possible (e.g., pole-based charging) and take advantage of charge management technology to minimize site power requirements. Charging projects in this category are likely to be Level 2 installations (alternating current charging no more than 19.2 kW per port) given proximity to homes with long duration charging potential and challenges associated with upgrading electric service in dense neighborhoods. However, applicants are allowed to propose direct current fast charging solutions when appropriate. Projects should address innovative ways to navigate challenges such as curbside access, reservation/convenient availability, reliability, and management of limited spaces. The DOT encourages collaboration between applicants, right-of-way (ROW)/property owners, and electric utilities during the application, installation, and maintenance of charging infrastructure.
- Multi-Modal Hubs and Shared-Use Fleets and Services: Seek to connect or promote rental vehicle, taxi, carshare, ride-share, ride-hail, bicycle, micromobility, microtransit, and other electrified or alternative fuel multi-

passenger or active mobility options that provide alternatives to individual vehicle ownership.

Projects may also seek to connect national freight corridors with local delivery providers and fleets, such as urban depots charging for light- and medium-duty vehicles.

- Multi-Purpose Workplace and Destination Charging: Destination charging that corresponds to locations where vehicles are likely to be parked for an extended period of time facilitates convenience and often allows for lower-power, low-cost charging. Many of these locations, when publicly accessible, can serve multiple purposes allowing employees, customers, or visitors to use a location to both park and charge their vehicle and creating additional utility to these locations in both rural and urban communities. Projects should seek to identify these commonly used popular locations to increase access to charging and facilitate low-cost, lower power charging. Charging speeds should be aligned with typical parking times for a given location, allowing drivers to depart with a meaningful increase in driving range.
- Community Fleets and Freight: Enable local medium- and heavy-duty electrification and alternative fuel use for Class 3 through Class 8 Vehicle fleets for use cases including, but not limited to municipal services, first-mile/last-mile, and hybrid deployments that combine dedicated infrastructure for medium- and heavy-duty vehicles with co-deployed charging for light-duty passenger vehicles. The deployment of these projects should align with Phases

1, 2, or 3 of the National Zero Emission Freight (ZEF) Corridor Strategy, as specified in the Appendix for each Phase.

Corridor Program

I. Description of project location, including a detailed geographical description of the proposed project, a map of the project's location and connections to existing transportation infrastructure, geospatial data describing the project location(s) (e.g., ESRI shapefiles, latitude/longitude coordinates, intersections, specific addresses, etc.), the number of EV charging ports/alternative fueling dispensers expected at each project site, and how traffic and pedestrian safety considerations will be addressed for users accessing the site and nearby destinations. Applicants should provide as much information as possible about the location of the project site(s) and the number of EV charging ports/alternative fueling dispensers, keeping in mind the award is limited to the project and location as described in the application. If there is some uncertainty regarding the location or number of EV charging ports/alternative fueling dispensers, this should be described in detail in the application and the potential sites and EV charging ports/alternative fueling dispensers discussed. As described in section V below, Corridor program applicants should identify availability of on-site amenities.

Applicants must address how their project appropriately mitigates any safety risks introduced by the project for all users, including pedestrians accessing nearby destinations. Prior to receiving funds, all projects are expected to, at a minimum, identify and mitigate to the extent practicable any significant safety risks that could result after the project completion. Applicants should include how their project will ensure safety of all users and not negatively impact the overall safety of the traveling public. Applicants should also consider the NRSS[52] when

[52] https://www.transportation.gov/NRSS

addressing how the projects will support the goal of achieving zero roadway death though a Safe Systems Approach.

II. Description of how public accessibility of charging or fueling infrastructure proposed to be funded with a grant under this subsection has been considered, including charging or fueling connector types and publicly available information on real-time availability and payment methods to ensure secure, convenient, fair, and equal access.[53]

III. Description of outcomes from collaborative engagement with stakeholders (including automobile manufacturers, utilities, infrastructure providers, technology providers, electric charging, hydrogen, propane, and natural gas fuel providers, metropolitan planning organizations, States, Indian Tribes, and units of local governments, fleet owners, shared mobility operators, fleet managers, fuel station owners and operators, labor organizations, infrastructure construction and component parts suppliers, and multi-State and regional entities) that address the following for EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure:

- Foster enhanced, coordinated, public-private or private investment;
- Expand deployment;
- Protect personal privacy and ensure cybersecurity; and
- Ensure that a properly trained workforce is available to construct and install infrastructure (23 U.S.C. § 151 (f)(4)(A)(ii)).

[53] (23 U.S.C. § 151 (f)(4)(A)(i))

IV. Identify whether the location of the station or fueling site considered the following:

- The availability of onsite amenities for vehicle operators, such as restrooms or food facilities. Applicants are encouraged to identify other onsite and nearby amenities such as WiFi availability and protection from the weather;
- Access in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.);
- Height and fueling capacity requirements for facilities that charge or refuel large vehicles, such as semi-trailer trucks; and
- Appropriate distribution to avoid redundancy and fill charging or fueling gaps (23 U.S.C. § 151 (f)(4)(A)(iii)).

V. Details to ensure infrastructure installation that can be responsive to technology advancements, such as accommodating autonomous vehicles, vehicle-to-grid technology, and future charging methods (23 U.S.C. § 151 (f)(4)(A)(iv)).

VI. Discussion about the long-term operation and maintenance of the EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure, to avoid stranded assets and protect the investment of public funds in that infrastructure (23 U.S.C. § 151 (f)(4)(A)(v)).[54] For example, applicants could include data such as fuel supply availability (e.g., the specific electric utility tariff(s) under which the applicant intends to take service), expected average use levels over time, and long-term operation and maintenance agreements.

[54] Also see 23 CFR § 680.106(i)

VII. Assessment of the estimated emissions that will be reduced through the use of EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure, which shall be conducted using the Alternative Fuel Life-Cycle Environmental and Economic Transportation (AFLEET) CFI Emissions tool[55] developed by Argonne National Laboratory (or a successor tool) (23 U.S.C. § 151 (f)(4)(B)).

VIII. Description of how the project improves the AFCs by expanding the deployment of public EV charging infrastructure, particularly DC fast charging infrastructure or hydrogen, propane or natural gas fueling infrastructure along FHWA-designated AFCs. The application should indicate how the project: (1) will contribute to the conversion of corridor-pending corridors to corridor-ready corridors by filling infrastructure gaps; (2) will help meet current or anticipated excess demand for corridor charging or alternative fueling infrastructure; and (3) will provide infrastructure to support greater adoption of light- or medium- and heavy-duty alternative fuel vehicles.

IX. Additional Project Narrative Information. Applicants should specify the reasons for which CFI Corridor Program funding is being requested and demonstrate that the proposed project is not duplicative with the NEVI Formula Program or previous FHWA CFI awards. FHWA is interested in corridor charging and fueling deployment projects in several focus areas. As applicable, applicants are encouraged to indicate which focus area(s) their proposed project address(es) and how the project contributes to the build-out of a national corridor network. More than one category can be identified.

- Demonstrate Build-Out of AFCs: Expand deployment of EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure along

[55] AFLEET CFI Tool (anl.gov)

designated AFCs. Infrastructure projects of interest can expand existing or add new charging and fueling infrastructure for light-duty, medium-duty, and heavy-duty vehicles.

- Zero Emission Corridors for Medium- and Heavy-Duty Vehicles: Enable zero emission movement of goods, connect distribution hubs, and connect population centers. Projects may also seek to connect national freight corridors with local delivery providers and fleets, such as urban depot charging for light- and medium-duty vehicles. Projects may also leverage other funding for alternative fuel infrastructure at ports or depots along corridors. The deployment of these projects should align with Phases 1 or 2 of the National Zero Emission Freight (ZEF) Corridor Strategy [56] Medium- and heavy-duty infrastructure applications should include explicit fleet commitments to use the infrastructure.
- Long Dwell Time Locations Along AFCs: Charging and fueling infrastructure that correlates to locations where vehicles are parked for extended periods of time can enhance driver convenience and, in some cases, significantly reduce costs. In the case of EV charging, long dwell time locations can meet driver demands and reduce the potential electric demand of EVs through lower power charging. Many long dwell time locations, such as small downtowns, hotels/motels, park and ride facilities, parks, and campgrounds are located along corridors and can facilitate convenient, affordable travel.

[56] driveelectric.gov/files/zef-corridor-strategy.pdf

FOR BOTH PROGRAMS

For both the Community Program and Corridor Program the project narrative should provide information as to how innovative payment approaches (such as contactless technology, mobile wallets, bundling with transit discounts and other benefits programs, etc.) will be used to ensure that low- and zero-emission transportation options are accessible to diverse populations, including the unbanked and underbanked. To the extent practicable, applicants should provide supporting data and documentation in a form that is directly verifiable by FHWA. FHWA may, but is not required to, request supplementary information, including additional data, to clarify supporting data and documentation submitted in an application, but FHWA encourages applicants to submit the most relevant and complete information they can provide. Supplementary information may be requested to determine with which category of grant the application best aligns. To ensure a fair and unbiased evaluation of applications submitted under this NOFO, FHWA will not request additional information to perfect incomplete applications.

FOR BOTH PROGRAMS

ii. Budget Information: Grant Funds, Sources and Uses of All Project Funding

Describe your overall budget and how funds will be spent on various portions of the project(s). Provide a budget narrative explaining each element of cost contained in the Standard Form 424C. Categorize your budget into uses such as project planning and development (such as costs for meaningful public involvement), ROW/acquisition costs, installation costs, operation costs, maintenance costs, educational activity costs, etc. The estimated amount of funds or percentages of funds to be spent in each category should be indicated as well as which entity is responsible for each cost. This section should also include any operating subsidies that will be

sought or have been obtained for EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure. However, identified operating subsidies are not subject to program limitations for operating assistance (i.e., operating assistance may not exceed the amount of a contract to acquire and install eligible infrastructure[57]) unless the funding source for the operating subsidy is through Title 23.

Describe your cost share and how you will satisfy the cost share requirements of the NOFO Section C.2.

Project budgets should show how different funding sources will share in each activity and present those data in dollars and percentages. The budget should identify other Federal funds, the applicant is applying for, has been awarded, or intends to use. Funding sources should be grouped into three categories: non-Federal, CFI Program, and other Federal with specific amounts from each funding source. The applicant should identify any named or planned sub-recipients or contractors in the application and describe compliance with or intention to comply with 2 CFR 200.

Provide a table showing the following as applicable: (1) the Federal funding requested for activities that are pre-NEPA and/or do not require NEPA approval; and (2) the Federal funding requested for activities that are post-NEPA approval (i.e., final design, ROW, construction).

For purposes of this NOFO and consistent with Title 23, the term construction is defined at 23 U.S.C. §101(a)(4), in part, as the supervising, inspecting, actual building, and incurrence of all costs incidental to the construction or reconstruction of a highway or any project eligible for assistance under this title, including bond costs and other costs relating to the issuance in accordance with section 122 of bonds or other debt financing instruments and costs incurred by

[57] 23 U.S.C. § 151(f)(6)(C)(ii-iii)

the State in performing Federal-aid project related audits that directly benefit the Federal-aid highway program.[58]

The Standard Form 424C should be supported by a budget narrative explaining each element of cost.[59]

FHWA reserves the right after an application is selected for award, to request additional supporting information and or documentation for purposes of confirming that costs proposed are allowable (2 CFR 200.403), reasonable (2 CFR 200.404) and allocable (2 CFR.405).

Except for the information properly marked as described in Section H., the Department may share application information within the Department or with other Federal Agencies if the Department determines that sharing is relevant to the respective program's objectives.

iii. Project Merit Criteria

The applicant should describe how the proposal meets the Project Merit Criteria list in Section E.1.iv.

[58] The 23 U.S.C. §101(a)(4) definition of construction continues to provide the following examples of what is included in the term: (A) assessing resilience, mapping (including the establishment of temporary and permanent geodetic control in accordance with specifications of the National Oceanic and Atmospheric Administration), and architectural-related services; assessing resilience, mapping (including the establishment of temporary and permanent geodetic control in accordance with specifications of the National Oceanic and Atmospheric Administration), and architectural-related services; (B) reconstruction, resurfacing, restoration, rehabilitation, and preservation; (C) acquisition of ROW; (D) relocation assistance, acquisition of replacement housing sites, and acquisition and rehabilitation, relocation, and construction of replacement housing; (E) elimination of hazards of railway-highway grade crossings; (F) elimination of roadside hazards; (G) improvements that directly facilitate and control traffic flow, such as grade separation of intersections, widening of lanes, channelization of traffic, traffic control systems, and passenger loading and unloading areas; (H) improvements that reduce the number of wildlife-vehicle collisions, such as wildlife crossing structures; and (I) capital improvements that directly facilitate an effective vehicle weight enforcement program, such as scales (fixed and portable), scale pits, scale installation, and scale houses.

[59] After applications are selected for award, the Government reserves the right to request from the applicant/selectee supporting information and/or documentation for the purpose of confirming that the elements of cost contained in the proposed budget are Allowable (2 CFR 200.403), Reasonable (2 CFR 200.404), and Allocable (2 CFR 200.405).

iv. Project Readiness and Environmental Risk

The application should include information that, when considered with the project budget information, is sufficient for FHWA to evaluate whether the project is reasonably expected to begin in a timely manner, and obligate awards before the deadline. To assist FHWA's determination of project readiness, application information should include:

- A detailed statement of work that focuses on the technical and engineering aspects of the project and describes in detail the project to be constructed;
- Discussion of energy source and storage needs, such as (1) a description of engagement or plans to engage with relevant utility providers to date, (2) whether utility upgrades will be needed to complete the project, and if other types of upgrades are needed, (3) whether utility designs have begun, been submitted, or are final;
- An assessment of real property and ROW acquisition necessary for the project or a statement that no acquisition is necessary;
- Information about the inclusion of this project (or a plan to having this project included) in the relevant State, metropolitan, and local planning documents[60];
- Any project approvals already obtained, including whether site assessments have taken place and whether permits have been issued or applied for;
- Identification of known or anticipated project risks and how they will be addressed;

[60] The planning requirements applicable to the Federal-aid highway program apply to all CFI Program Grant projects. In accordance with 23 U.S.C. §§ 134 and 135, all projects requiring an action by FHWA must be in the applicable plan and programming documents (e.g., metropolitan transportation plan, transportation improvement program (TIP), and statewide transportation improvement program (STIP)). Further, in air quality non-attainment and maintenance areas, all regionally significant projects, regardless of the funding source, must be included in the conforming metropolitan transportation plan and TIP. Inclusion in the STIP is required under certain circumstances. To the extent a project is required to be on a metropolitan transportation plan, TIP, or STIP, it will not receive a grant until it is included in such plans. Projects not currently included in these plans can be amended by the State and MPO. Projects that are not required to be in long range transportation plans, STIPs, and TIPs will not need to be included in such plans to receive a grant.

- Discussion about any coordination or public engagement that has been completed or is on-going regarding this project;
- Discussion about intentions for Disadvantaged Business Enterprise (DBE) participation or engagement;
- Discussion of how equity and accessibility requirements will be met;
- An anticipated project timeline or anticipated project milestone dates;
- Information about how 23 CFR Part 680 requirements, published on February 28, 2023, will be included; and
- Any other information that will demonstrate project readiness.

The application should also include information about the expected or anticipated environmental impacts of the project. To assist FHWA's environmental risk assessment, application information should include any National Environmental Policy Act (NEPA) reviews or approvals and permits that have already been completed or an anticipated timeline to obtain the necessary approvals and permits for the project. For more information on NEPA, see Section F.2.: Administrative and National Policy Requirements.

3. Unique Entity Identifier and System for Award Management (SAM)

Effective April 4, 2022, the Data Universal Numbering System (DUNS) number is no longer required for entities doing business with the Federal Government and has been replaced by the SAM UEI. As of that date, applicants are required to use a UEI issued during the SAM.gov registration process. Active registrants in SAM.gov have had their SAM UEI automatically assigned and it is currently viewable within SAM.gov. There is no additional action necessary for registered entities to take to obtain their SAM UEI. Each applicant is required to:

- Be registered in SAM before submitting their application;
- Provide a valid UEI in their application; and
- Continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by a Federal awarding Agency.

Please see https://www.grants.gov/web/grants/applicants/applicant-faqs.html#UEI for more information on the transition from DUNS to SAM UEI, including what UEI to enter into the UEI field on Grants.gov and on application package forms.

The FHWA may not make a Federal award to an applicant until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time the Federal awarding Agency is ready to make a Federal award, the Federal awarding Agency may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

NOTE TO APPLICANTS: The SAM.gov requires the registrant to provide a UEI number to complete the registration. These processes can take several weeks to complete so should be started well before the application deadline.

4. Submission Dates and Timelines

Applications must be submitted electronically through Grants.gov no later than 11:59 p.m., Eastern Time on **AUGUST 28, 2024.**

5. Intergovernmental Review

The CFI Program is not subject to the Intergovernmental Review of Federal Programs under EO 12372.

6. Funding Restrictions

Pre-CFI Program Grant award costs (costs incurred prior to execution of a grant agreement or authorization in Financial Management Information Systems) will not be reimbursed.

Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

i. Community Program

Under 23 U.S.C. § 151(f)(8)(K), grant funds may be used for educational and community engagement activities (e.g., projects to educate consumers on the availability of new charging and fueling to address range anxiety; projects that work with communities to identify their needs for new charging and fueling infrastructure) to develop and implement education programs through partnerships with schools, community organizations, and vehicle dealerships to support the use of zero-emission vehicles and associated infrastructure; however, this cost is capped at no more than 5 percent of the grant amount the recipient is awarded. As in the Corridor Program, under 23 U.S.C. § 151(f)(7), projects for propane fueling are limited to infrastructure for medium- and heavy-duty vehicles.

ii. Corridor Program

Under 23 U.S.C. § 151(f)(6)(A), grant funds shall only be used to contract with a private entity[61] for acquisition and installation of publicly accessible EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure that is directly related to the charging or fueling of a vehicle. As per 23 U.S.C.§ 151(f)(6)(C)(i-iii), operating assistance costs allocable to operating and maintaining publicly

[61] The Federally Funded Research and Development Centers, including the National Renewable Energy Laboratory, are ineligible to be contracted as a private entity under this grant program.

available EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure for the first 5 years of operations after the installation are allowable while the facility transitions to independent system operations and those costs may not exceed the amount of the contract to acquire and install publicly accessible charging or fueling infrastructure. Under 23 U.S.C. § 151(f)(6)(D)(i)-(iii), costs for the acquisition and installation of traffic control devices located in the ROW to provide directional information to publicly accessible EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure acquired, installed, or operated is limited to applicants that receive a grant and are using that grant for the traffic control devices and that cost may not exceed the amount of the contract to acquire and install publicly accessible charging or fueling infrastructure. Per 23 U.S.C. § 151(f)(7), projects for propane fueling are limited to infrastructure for medium- and heavy-duty vehicles.

7. Other Submission Considerations

i. Consideration of Applications

Only applicants who comply with all submission deadlines described in this NOFO and electronically submit valid applications through Grants.gov will be eligible for award. Applicants are strongly encouraged to make submissions in advance of the deadline.

ii. Late Applications

Applications received after the deadline will not be considered except in the case of unforeseen technical difficulties outlined below. Applicants experiencing technical issues with Grants.gov that are beyond the applicant's control must provide email notification to CFIgrants@dot.gov prior to the application deadline with the username of the registrant and details of the technical issue experienced. The applicant must provide:

- Details of the technical issue experienced;
- Screen capture(s) of the technical issues experienced along with corresponding Grants.gov "Grant tracking number";
- The "Legal Business Name" for the applicant that was provided in the SF-424;
- The Point of Contact name submitted in the SF-424;
- The UEI associated with the application; and
- The Grants.gov Help Desk Tracking Number.

To ensure a fair competition of limited discretionary funds, the following conditions are not valid reasons to permit late submissions: (1) failure to complete the Grants.gov and UEI registration processes before the deadline; (2) failure to follow Grants.gov instructions on how to register and apply as posted on its Website; (3) failure to follow all instructions in this NOFO; and (4) technical issues experienced with the applicant's computer or information technology environment.

After FHWA reviews all information submitted and contacts the Grants.gov Help Desk to validate reported technical issues, FHWA staff will contact late applicants to approve or deny a request to submit a late application through Grants.gov. The FHWA will not accept appeals of FHWA's decision to approve or deny a request for a late application. If the reported technical issues cannot be validated, late applications will be rejected as untimely.

iii. Compliance with Section 508 of the Rehabilitation Act of 1973

The DOT encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973. Section 508 guidelines are available at https://www.access-board.gov/ict/.

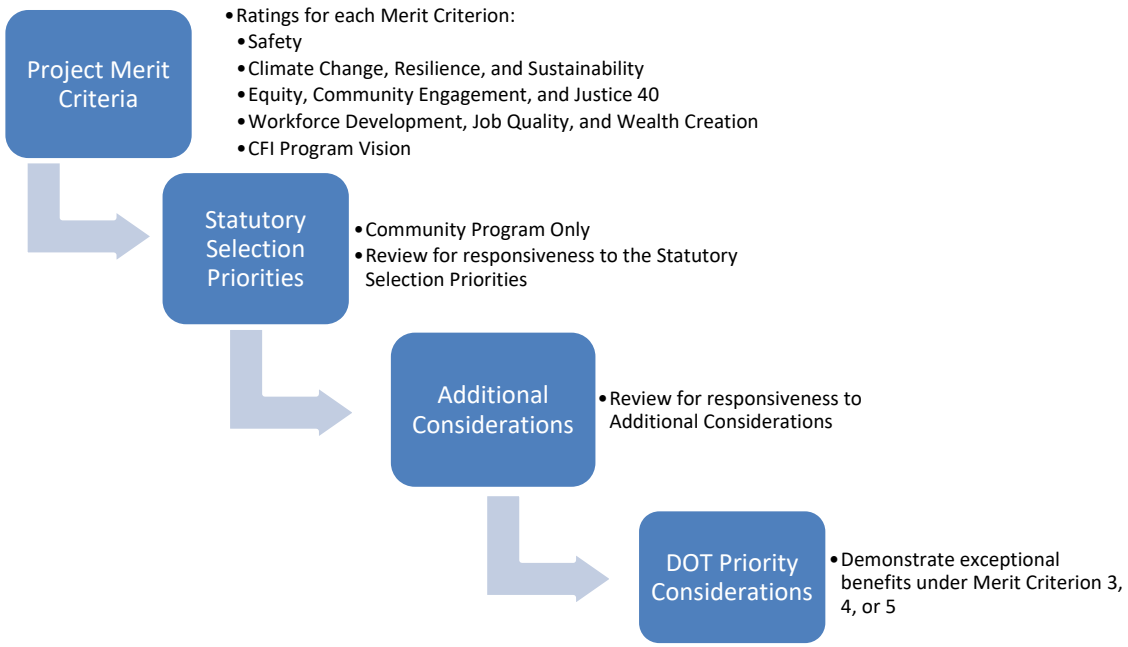
E. Application Review Information

1. Selection Criteria

i. Community Program

The FHWA will award CFI Community Program Grants based on screening of applicable eligibility requirements followed by evaluation of the Project Merit Criteria (Section E.1.iv.), Statutory Selection Priorities (Section E.1.v.), Additional Considerations (Section E.1.vi.), and DOT Priority Considerations (Section E.1.vii.) as shown in Figure 1, below and described in this Section.

Figure 1: Community Program Selection Criteria for Eligible Projects

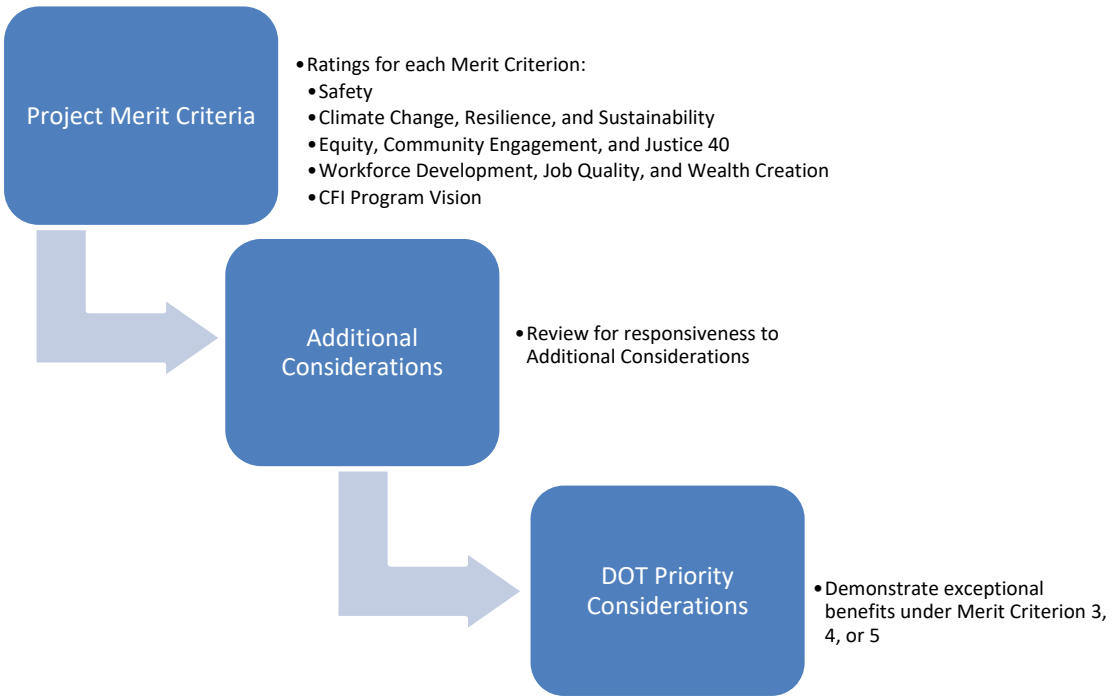


ii. Corridor Program

The FHWA will award CFI Corridor Program Grants based on screening of applicable eligibility requirements, followed by evaluation of the Project Merit Criteria (Section E.1.iv.),

Additional Considerations (Section E.1.vi.), and DOT Priority Considerations (Section E.1.vii.) as shown in Figure 2, below and described in this Section.

Figure 2: Corridor Program Evaluation for Eligible Projects



iii. Overall Application Rating

If a project does not meet the applicable eligibility requirements (Section C.), the application will not be further evaluated. Based on evaluation of the Project Merit Criteria listed below, DOT will assign each eligible project an overall rating of highly recommended, recommended, or not recommended for each of the grant programs for which the applicant is applying. A **Highly Recommended** project is one that meets all statutory eligibility criteria, receives a rating of Highly Qualified in at least 3 of the 5 Project Merit Criteria described below, receives at least a rating of Qualified for each of the Project Merit Criteria described below. A **Recommended** project is one that meets all statutory eligibility criteria and receives at least a

rating of Qualified for each of the Project Merit Criteria described below. A **Not Recommended** project is one that does not meet one or more of the statutory eligibility criteria or receives a rating of Not Qualified for any of the Project Merit Criteria described below. When a project is determined to be Not Recommended at any time during the review, DOT will discontinue further evaluation under remaining criteria.

iv. Project Merit Criteria

The DOT has designated five project criteria which will be used to evaluate and rate the merit of an application, as follows.

a. Criterion 1 Safety

Applicants must address how their project appropriately mitigates any safety risks introduced by the project. Prior to receiving funds, all projects are expected to, at a minimum, identify and mitigate to the extent practicable any significant safety risks that could result after the project completion. Applicants should address how their project will not negatively impact the overall safety of the traveling public. Applicants should also consider the NRSS[62] when addressing how the projects will support the goal of achieving zero roadway death though a Safe Systems Approach.

Highly Qualified	**Qualified**	**Not Qualified**
The application demonstrates that the project will (must demonstrate all):	The application demonstrates that the project will (must demonstrate at least one):	The application contains insufficient information to allow reviewers to assess whether the project will demonstrate any of the following items:

[62] https://www.transportation.gov/NRSS

(1) Provide positive safety benefits for all users; ***AND*** (2) Does not negatively impact safety for all users; ***AND*** (3) Promote safety through design.	(1) Provide positive safety benefits for all users; ***OR*** (2) Does not negatively impact safety for all users; ***OR*** (3) Promote safety through design.	(1) Provide positive safety benefits for all users; (2) Does not negatively impact safety for all users; ***OR*** (3) Promote safety through design.

b. Criterion #2 Climate Change, Resilience, and Sustainability

Applicants must address how the project will consider climate change, resilience, and environmental justice in the planning stage and in project delivery. Applicants are encouraged to use the DOT Navigator Climate checklist in responding to this criteria. In particular, applicants must address the extent to which the project reduces greenhouse gas emissions in the transportation sector, incorporates evidence-based climate resilience measures and features, advances objectives in the National Climate Resilience Framework, and reduces the lifecycle greenhouse gas emissions from the project materials. Applicants also must address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, endangered species, and resiliency to natural disasters, with a focus on prevention, response, and recovery.

Highly Qualified	**Qualified**	**Not Qualified**
The application demonstrates that the project will (must demonstrate all):	The application demonstrates that the project will (must demonstrate at least one):	The application contains insufficient information to allow reviewers to assess whether the project will demonstrate any of the following items:

(1) Significantly reduce greenhouse gas emissions in the transportation sector. For the Community Program, although not required, applicants are encouraged to use tools to demonstrate estimated emission reductions and explain the significance of reductions. For the Corridor Program, the use of AFLEET[63] to estimate emission reductions required; ***AND*** (2) Incorporate evidence-based climate resilience measures or features, and addresses the Federal Flood Risk Mitigation Standard as updated by EO 13690, as appropriate; ***AND*** (3) Consider climate change, resilience, and environmental justice in project planning and delivery; ***AND*** (4) address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, as well as address disproportionate negative impacts of climate change and pollution on disadvantaged communities, including natural disasters, with a focus on prevention, response, and recovery.	(1) Significantly reduce greenhouse gas emissions in the transportation sector. For the Community Program, although not required, applicants are encouraged to use tools to demonstrate estimated emission reductions and explain the significance of reductions. For the Corridor Program, the use of AFLEET to estimate emission reductions required; ***OR*** (2) Incorporate evidence-based climate resilience measures or features, and addresses the Federal Flood Risk Mitigation Standard as updated by EO 13690, as appropriate; ***OR*** (3) Consider climate change, resilience, and environmental justice in project planning and delivery; ***OR*** (4) address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, as well as address disproportionate negative impacts of climate change and pollution on disadvantaged communities, including natural disasters, with a focus on prevention, response, and recovery.	(1) Significantly reduce greenhouse gas emissions in the transportation sector. For the Community Program, although not required, applicants are encouraged to use tools to demonstrate estimated emission reductions and explain the significance of reductions. For the Corridor Program, the use of AFLEET to estimate emission reductions required; (2) Incorporate evidence-based climate resilience measures or features, and addresses the Federal Flood Risk Mitigation Standard as updated by EO 13690, as appropriate; (3) Consider climate change, resilience, and environmental justice in project planning and delivery; ***OR*** (4) address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, as well as address disproportionate negative impacts of climate change and pollution on disadvantaged communities, including natural disasters, with a focus on prevention, response, and recovery.

[63] Corridor Program emissions estimates must be conducted using the Alternative Fuel Life-Cycle Environmental and Economic Transportation (AFLEET) CFI Emissions tool developed by Argonne National Laboratory (or a successor tool) (23 U.S.C. § 151 (f)(4)(B)). AFLEET CFI Tool (anl.gov)

c. Criterion #3 Equity, Community Engagement, and Justice40

Applicants must address how their project will include an equity assessment which evaluates whether a project will create proportional impacts and remove transportation related disparities to all populations in a project area. To be highly qualified, applicants should demonstrate that 40 percent of funds received under this program will benefit disadvantaged communities using the Climate and Economic Justice Screening Tool (CEJST),[64] considering the following parameters based on community type. Projects will be considered to benefit disadvantaged communities if they are 1) within Tribal lands owned by Federally Recognized Tribes, 2) within a rural community (outside of a census defined urbanized area), 3) within a disadvantaged community in a census defined urbanized area, or 4) within a ½-mile buffer of a disadvantaged community in a census defined urbanized area. Applicants should demonstrate how meaningful public involvement[65], inclusive of disadvantaged communities, will occur throughout a project's life cycle. Projects should demonstrate, to the extent possible, that outcomes should target benefits towards disadvantaged communities. Applicants should address how project benefits will increase affordable transportation options, improve safety, connect Americans to good-paying jobs, fight climate change, and improve access to resources and quality of life.

Highly Qualified	**Qualified**	**Not Qualified**
The application demonstrates that the project will (must demonstrate all): (1) include an equity analysis which evaluates whether a project will create proportional impacts and remove transportation related disparities to all populations	The application demonstrates that the project will (must demonstrate at least one): (1) include an equity analysis which evaluates whether a project will create proportional impacts and remove transportation related disparities to all populations	The application contains insufficient information to allow reviewers to assess whether the project will demonstrate any of the following items: (1) include an equity analysis which evaluates whether a project will create

[64] https://screeningtool.geoplatform.gov/

[65] https://www.transportation.gov/priorities/equity/promising-practices-meaningful-public-involvement-transportation-decision-making

in a project area. Applicants must use the CEJST in their assessment to demonstrate benefits towards disadvantaged communities; ***AND*** (2) include meaningful public engagement throughout a project's life cycle ***AND*** (3) increase affordable transportation options, improve safety, connect Americans to good-paying jobs, fight climate change, or improve access to resources and quality of life; ***AND*** (4) enable all people within the multimodal transportation networks to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease; ***AND*** (5) address, as applicable, the unique challenges rural and Tribal communities face related to mobility and economic development, including isolation, transportation cost burden, and traffic safety (consistent with DOT's Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative) if geographically relevant to the project OR indicate that this is not relevant; ***AND*** (6) incorporate and support integrated land use, economic development and transportation planning to improve the movement of people and goods and local fiscal health, facilitates greater public and private investments and strategies in land-use productivity, including rural	in a project area. Applicants must use the CEJST in their assessment to demonstrate benefits towards disadvantaged communities; ***OR*** (2) include meaningful public engagement throughout a project's life cycle ***OR*** (3) increase affordable transportation options, improve safety, connect Americans to good-paying jobs, fight climate change, or improve access to resources and quality of life; ***OR*** (4) enable all people within the multimodal transportation networks to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease; ***OR*** (5) address, as applicable, the unique challenges rural and Tribal communities face related to mobility and economic development, including isolation, transportation cost burden, and traffic safety (consistent with DOT's Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative) if geographically relevant to the project OR indicate that this is not relevant; ***OR*** (6) incorporate and support integrated land use, economic development and transportation planning to improve the movement of people and goods and local fiscal health, facilitates greater public and private investments and strategies in land-use productivity,	proportional impacts and remove transportation related disparities to all populations in a project area Applicants must use the CEJST in their assessment to demonstrate benefits towards disadvantaged communities; (2) include meaningful public engagement throughout a project's life cycle; (3) increase affordable transportation options, improve safety, connect Americans to good-paying jobs, fight climate change, or improve access to resources and quality of life; (4) enable all people within the multimodal transportation networks to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease; (5) address, as applicable, the unique challenges rural and Tribal communities face related to mobility and economic development, including isolation, transportation cost burden, and traffic safety (consistent with DOT's Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative) if geographically relevant to the project OR indicate that this is not relevant; ***OR*** (6) incorporate and support integrated land use, economic development and transportation planning to improve the movement of people and goods and local fiscal health, facilitates

main street revitalization or increase in the production or preservation of location-efficient housing.	including rural main street revitalization or increase in the production or preservation of location-efficient housing.	greater public and private investments and strategies in land-use productivity, including rural main street revitalization or increase in the production or preservation of location-efficient housing.

d. Criterion #4 Workforce Development, Job Quality, and Wealth Creation

Applicants must address how their project will create good-paying jobs with free and fair choice to join a union, including through the use of project labor agreements, promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); and adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations.[66] Applicants should address how the project promotes local inclusive economic development and entrepreneurship, including prioritizing the use of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.[67]

Highly Qualified	**Qualified**	**Not Qualified**
The application demonstrates that the project will (must demonstrate all): (1) create good-paying jobs with free and fair choice to join a union and expand strong labor standards including, but	The application demonstrates that the project will (must demonstrate at least one): (1) create good-paying jobs with free and fair choice to join a union and expand strong labor standards	The application contains insufficient information to allow reviewers to assess whether the project will demonstrate any of the following items:

[66] https://www.fhwa.dot.gov/construction/hiringpreferences/qanda060822/

[67] Nothing in this criterion is intended to conflict with DOT's DBE Program regulations at 49 CFR part 26. The use of DBE or firms that may be certified for participation in other applicable Federal, State, or local programs must be consistent with DOT DBE.

not limited to the use of project labor agreements; ***AND*** (2) promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); ***AND*** (3) use hiring policies and provide a workplace culture to promote the entry and retention of underrepresented populations; ***AND*** (4) promote local inclusive economic development and entrepreneurship such as the use of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.	including, but not limited to the use of project labor agreements; ***OR*** (2) promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); ***OR*** (3) utilize hiring policies and provide a workplace culture to promote the entry and retention of underrepresented populations; ***OR*** (4) promote local inclusive economic development and entrepreneurship such as the use of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.	(1) create good-paying jobs with free and fair choice to join a union and expand strong labor standards including, but not limited to the use of project labor agreements; (2) promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); (3) use hiring policies and provide a workplace culture to promote the entry and retention of underrepresented populations; ***OR*** (4) promote local inclusive economic development and entrepreneurship such as the utilization of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

e. Criterion #5 CFI Program Vision

Applicants must describe how their project will fulfill the CFI Program Vision by expanding the deployment of EV charging and alternative fuels through community-based infrastructure in the Community Program and Alternative Fueling Corridor Networks in the Corridor Program.

Highly Qualified	**Qualified**	**Not Qualified**
For Community Programs, A. The application demonstrates the project ***WILL***:	**For Community Programs**, A. The application demonstrates the project ***MAY***: (1) equitably expand the	**For Community Programs**, A. The application contains insufficient information to allow reviewers to assess

(1) equitably expand the deployment of public EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure in publicly accessible locations for use by the community, including but not limited to local businesses; retail centers; municipal and local community sites; intermodal transportation facilities, parking facilities, multimodal hubs, multiunit dwellings, workplaces, commercial districts, tourism destinations and cultural sites; public parks and recreational destinations, and other frequented site host locations in the local community; **AND** (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling pumps to be constructed at each project site. B. In addition, the application demonstrates that the project ***will address one of the following focus areas*** in Section D.2.i.: (1) neighborhood and multi-family charging; (2) multi-modal hubs and shared-use fleets and services; (3) multi-purpose workplace and destination charging; ***OR*** (4) community fleets and freight. ***OR***	deployment of public EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure in publicly accessible locations for use by the community, including but not limited to local businesses; retail centers; municipal and local community sites; intermodal transportation facilities, parking facilities, multimodal hubs, multiunit dwellings, workplaces, commercial districts, tourism destinations and cultural sites; public parks and recreational destinations, and other frequented site host locations in the local community; **OR** (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling pumps to be constructed at each project site. B. In addition, the application demonstrates that the project ***may address one of the following focus areas*** in Section D.2.i.: (1) neighborhood and multi-family charging; (2) multi-modal hubs and shared-use fleets and services; (3) multi-purpose workplace and destination charging; ***OR*** (4) community fleets and freight. ***OR***	whether the project ***WILL*** or ***MAY*** demonstrate any of the following items: (1) equitably expand the deployment of public EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure in publicly accessible locations for use by the community, including but not limited to local businesses; retail centers; municipal and local community sites; intermodal transportation facilities, parking facilities, multimodal hubs, multiunit dwellings, workplaces, commercial districts, tourism destinations and cultural sites; public parks and recreational destinations, and other frequented site host locations in the local community; **OR** (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling pumps to be constructed at each project site. B. In addition, the application ***contains insufficient information to allow reviewers to assess whether the project WILL or MAY demonstrate any of the following focus areas*** in Section D.2.i.: (1) neighborhood and multi-family charging; (2) multi-modal hubs and shared-use fleets and services; (3) multi-

For Corridor Programs, A. The application demonstrates the project ***WILL***: (1) expand deployment of public DC fast charge EV charging port infrastructure, or hydrogen, propane or natural gas fueling infrastructure along FHWA-designated AFCs that would enable or accelerate the construction of charging or fueling infrastructure that would be unlikely to be completed without Federal assistance; **AND** (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling dispensers to be constructed at each project site. B. In addition, the application demonstrates that the project ***WILL address one of the following focus areas*** in Section D.2.i.: (1) demonstrate build-out of AFCs; ***OR*** (2) zero emission corridors for medium- and heavy-duty vehicles; ***OR*** (3) long dwell time locations along AFCs.	**For Corridor Programs**, A. The application demonstrates the project ***WILL***: (1) expand deployment of public DC fast charge EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure along FHWA-designated AFCs that would enable or accelerate the construction of charging or fueling infrastructure that would be unlikely to be completed without Federal assistance; **OR** (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling dispensers to be constructed at each project site. B. In addition, the application demonstrates that the project ***MAY address one of the following focus areas*** in Section D.2.i.: (1) demonstrate build-out of AFCs; ***OR*** (2) zero emission corridors for medium- and heavy-duty vehicles; ***OR*** (3) long dwell time locations along AFCs.	purpose workplace and destination charging; ***OR*** (4) community fleets and freight. ***OR*** **For Corridor Programs**, A. The application contains insufficient information to allow reviewers to assess whether the project ***WILL*** or ***MAY*** demonstrate any of the following items: (1) expand deployment of public DC fast charge EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure along FHWA-designated AFCs that would enable or accelerate the construction of charging or fueling infrastructure that would be unlikely to be completed without Federal assistance; **OR** (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling dispensers to be constructed at each project site. B. In addition, the application ***contains insufficient information to allow reviewers to assess whether the project WILL or MAY demonstrate any of the following focus areas*** in Section D.2.i.: (1) demonstrate build-out of AFCs; ***OR*** (2) zero emission corridors for medium- and heavy-duty vehicles; ***OR*** (3)

		long dwell time locations along AFCs.

v. Statutory Selection Priorities – Community Program Only

The Statutory Selection Priorities only apply to projects for the CFI Community Program:

(1) Priority goes to projects that expand access to EV vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure within rural areas (23 U.S.C. § 151(f)(8)(F)(i));

(2) Priority goes to projects that expand access to EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure within low- and moderate-income neighborhoods (23 U.S.C. § 151(f)(8)(F)(ii)); and

(3) Priority goes to projects that expand access to EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure within communities with a low ratio of private parking spaces to households or a high ratio of multiunit dwellings to single family homes, as determined by the Secretary (23 U.S.C. § 151(f)(8)(F)(iii)).

vi. Additional Considerations

Community Program Considerations

For the Community Program, DOT will then consider the extent to which the project complements and does not duplicate existing Federal investments such as those in the NEVI Formula Program, contribute to geographic diversity among eligible entities, including achieving a balance between urban and rural communities[68] and the extent to which the project meets

[68] 23 U.S.C. § 151(f)(8)(G)(i)

current or anticipated market demands for charging or fueling infrastructure, including faster charging speeds with high-powered capabilities necessary to minimize the time to charge or refuel current and anticipated vehicles.[69] DOT will also consider, based on the application, whether the project is reasonably expected to begin in a timely manner, obligate awards before the deadline, and how quickly they are planned to be completed and made available for use by the traveling public.

Corridor Program Considerations

After completing the merit review, for the Corridor Program, DOT will consider the extent to which the projects complement and do not duplicate existing Federal investments such as those in the NEVI Formula Program and improve alternative fueling corridor networks by converting corridor-pending corridors to corridor-ready corridors or in the case of corridor-ready corridors, providing redundancy (aa) to meet excess demand for charging or fueling infrastructure; or (bb) to reduce congestion at existing charging or fueling infrastructure in high-traffic locations[70] through identification of existing[71] and planned[72] locations. The DOT will consider the extent to which a project would meet current or anticipated market demands for corridor charging or alternative fueling infrastructure,[73] would support a long-term competitive market for charging or alternative fueling and does not significantly impair existing charging and infrastructure providers[74] through an analysis of the estimated charging or alternative fueling demand at the proposed infrastructure locations coordinated to avoid infrastructure overlap. The DOT will consider the extent to which the project would enable or accelerate the construction of

[69] 23 U.S.C. § 151(f)(8)(G)(ii)
[70] 23 U.S.C. § 151(f)(5)(A)(i)(I) and (II) (aa) and (bb)
[71] https://afdc.energy.gov/station
[72] https://www.fhwa.dot.gov/environment/nevi/ev_deployment_plans/
[73] 23 U.S.C. § 151(f)(5)(A)(ii)
[74] 23 U.S.C. § 151(f)(5)(A)(iv)

charging or fueling infrastructure that would be unlikely to be completed without Federal assistance[75] as a result of meaningful public engagement with communities that have lacked private investment in vehicle charging or alternative fuel infrastructure. The DOT will consider the extent to which the project would deploy EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure for medium- and heavy-duty vehicles (including along the National Highway Freight Network established under section 167(c) and in proximity to intermodal transfer stations[76] by identifying if the proposed infrastructure would be located at, near, or enroute to an intermodal coastal or inland port facility, and if yes, describe whether and how the proposed charging or alternative fuel infrastructure will be designed and scaled to accommodate medium- and heavy-duty alternative fuel vehicles. The DOT will consider the extent to which projects support the National Zero-Emission Freight Corridor Strategy[77] and the FHWA Freight Electric Vehicle Corridor designations[78]. The DOT will consider the extent to which the project would ensure, to the maximum extent practicable, geographic diversity among grant recipients to ensure that EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure is available throughout the United States.[79] The DOT will also consider the extent to which the private entity that the eligible entity contracts for an eligible project (i) submits to the Secretary the most recent year of audited financial statements and (ii) has experience in installing and operating EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure[80] as evidenced

[75] 23 U.S.C. § 151(f)(5)(A)(iii)
[76] 23 U.S.C. § 151(f)(5)(A)(vi)
[77] driveelectric.gov/files/zef-corridor-strategy.pdf
[78] https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/freight_ev_corridors/
[79] 23 U.S.C. § 151(f)(5)(B)
[80] 23 U.S.C. § 151(f)(5)(C)(i) and (ii)

by discussion in the narrative and provided resumes (not to exceed 2 pages per resume) for key participating team members. The DOT will also consider the extent to which, to the maximum extent practicable, the eligible entity and the private entity that the eligible entity contracts for an eligible project enter into an agreement (i) to operate and maintain publicly available EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas infrastructure and (ii) that provides a remedy and an opportunity to cure if the requirements described in clause (i) are not met.[81] DOT will also consider, based on the application, whether the project is reasonably expected to begin in a timely manner, obligate awards before the deadline, and how quickly they are planned to be completed and made available for use by the traveling public.

vii. DOT Priority Considerations

The following are DOT Priority Considerations for the CFI Program, which apply to BOTH the Community and Corridor Programs. After completing the project merit review, DOT will prioritize Highly Recommended projects and Recommended projects that are responsive to the applicable Statutory Selection Priorities (Community Program only) and Additional Considerations, and that demonstrate exceptional benefits under Merit Criterion #3 Equity, Community Engagement, and Justice40, Merit Criterion #4 Workforce Development, Job Quality, and Wealth Creation, and/or Merit Criterion #5 CFI Program Vision.

2. Review and Selection Process

The FHWA will evaluate applicants for the CFI Program Grants in accordance with the evaluation process described below. The FHWA CFI Program Manager will conduct an application intake and eligibility review by providing an initial eligibility screening based on the

[81] 23 U.S.C. § 151(f)(5)(D)(i) and (ii)

respective statutory eligibility criteria under Section C of the NOFO. Only eligible projects will be evaluated against the selection criteria described above.

i. Review Process

The FHWA will establish a Technical Review Team to review each eligible application for Community and Corridor funding categories. The Technical Review Team may be composed of individuals from FHWA Office of Planning, Environment and Real Estate, other FHWA Offices, Office of the Secretary, other DOT Administrations, the Joint Office of Energy and Transportation, and the U.S. Department of Energy. They will review each application against the Project Merit Criteria to assign an overall rating of "Highly Recommended," "Recommended," or "Not Recommended," as defined under Section E.1.iv. to each application.

After assignment of the overall rating, the Technical Review Team will prioritize the Highly Recommended and Recommended applications for responsiveness to the Statutory Selection Priorities (Community Program only), Additional Considerations, and DOT Priority Considerations as described under Section E.1.v-vii.

ii. Selection Process

The Technical Review Team will send to the FHWA Senior Review Team (SRT) the overall project rating for each grant application and the evaluation of responsiveness to the Statutory Selection Priorities (Community Program only), Additional Considerations, and DOT Priority Considerations for Highly Recommended and Recommend projects.

The FHWA SRT will determine which projects to advance to the FHWA Administrator as recommended for funding. The FHWA Administrator will determine which projects to advance to the Secretary, through the Under Secretary for Transportation Policy, as

recommended for funding. The FHWA SRT will be the same for CFI and NEVI-10 Programs described in this NOFO.

The FHWA SRT will determine which Highly Recommended projects to advance to the FHWA Administrator. The FHWA SRT may also recommend for selection Recommended projects that are responsive to the Statutory Selection Priorities (Community Program only), Additional Considerations, and one or more of the DOT Priority Considerations. When recommending a Recommended project over a Highly Recommended project, the FHWA SRT will select Recommended projects by considering how well the project addressed the Statutory Selection Priorities (Community only), Additional Considerations and Project Merit Criteria. The FHWA SRT will also consider the number of merit criteria rated Highly Qualified and endeavor to ensure a geographically diverse award of projects when recommending a Recommended project over a Highly Recommended project. The FHWA Administrator will determine which Highly Recommended projects, and any Recommended projects, to advance to the Secretary after considering the FHWA SRT recommendations including the responsiveness to the DOT Priority Considerations. The FHWA Administrator may advise the Secretary on options for reduced awards under either the Community or the Corridor Program.

The Secretary makes final project selections and will select among the projects advanced by the FHWA Administrator. The Secretary's selections identify the applications that best address the CFI Program Vision for Community and Corridor Grants, Project Merit Criteria, Statutory Selection Priorities (for Community Program), Additional Considerations, and DOT Priority Considerations.

3. Additional Information

The FHWA may, during the selection process, enter into discussions with an applicant that may include mutually agreeing upon a lesser amount of a potential award than originally

requested in the application if necessary due to the quantity, size, and scope of the applications received in response to this NOFO and the results of the application review process. Discussions may include scalable project options as described under Section B.2. of this NOFO.

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR 200.206. The DOT must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM. An applicant may review information in SAM.gov and comment on any information about itself that a Federal awarding Agency previously entered. The FHWA will consider comments by the applicant, in addition to the other information in SAM.gov, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

F. Federal Award Administration Information

1. Award Notices

Following the evaluation outlined in Section E., the Secretary will announce awarded projects by posting a list of selected projects at CFI - Environment - FHWA (dot.gov).

Notice of selection is not authorization to begin performance or to incur costs for the proposed project. Following that announcement, FHWA will contact the point of contact listed in the SF 424 to initiate negotiation of the project agreement for authorization. Recipients of CFI Program Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds. Instead, FHWA will reimburse CFI Program Grant funds to recipients only after a project agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Unless authorized by FHWA in writing after FHWA's announcement of FY 2022 and FY 2023 CFI Program awards, any costs that a

recipient incurs before FHWA executes a project agreement for that recipient's project are ineligible for reimbursement and are ineligible match for cost share requirements.

2. Administrative and National Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200, as adopted by DOT at 2 CFR Part 1201. Applicable Federal laws, rules, and regulations set forth in title 23, U.S.C., and title 23 of the CFR, shall apply to awards provided under this program. Awards are subject to all applicable Federal laws, rules, and regulations, including the Uniform Relocation and Real Property Acquisition Act (42 U.S.C. §§ 4601 et seq.; 49 CFR part 24) and National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321 et seq.; 40 CFR parts 1500 – 1508; 23 CFR part 771). Applicants should consider the appropriate level of review under NEPA. Eligible CFI projects are generally the type of actions that would not be expected to result in significant environmental impacts. Several NEPA Categorical Exclusions (CE) may be applicable including those found at 23 CFR 771.117(c) and (d), depending on the scope of the action and the CEs conditions. One example of a CE that may apply to projects under this grant is the CE 23 CFR 771.117 (c)(23), however other CEs or other NEPA requirements may apply. In addition, DOT has adopted the Department of Energy's (DOE's) Electric Vehicle Charging Stations CE and it also may apply to projects under this NOFO.[82] Before a CE determination can be applied, the action must be analyzed to determine whether there are project impacts to natural, community, or historical resources (i.e., unusual circumstances that would require further analysis to determine whether the CE classification is appropriate (see 23 CFR 771.117(a-b)).

[82] https://www.federalregister.gov/documents/2023/09/20/2023-20238/notice-of-adoption-of-electric-vehicle-charging-stations-categorical-exclusion-under-the-national

In connection with any program or activity conducted with or benefiting from funds awarded under this NOFO, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of DOT; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget (OMB). In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If FHWA determines that a recipient has failed to comply with applicable Federal requirements, FHWA may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

EO 14005 directs the Executive Branch Departments and Agencies to maximize the use of goods, products, and materials produced in, and services offered in, the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. Any grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carriers Safety Regulations (FMCSR), or vehicles that are exempt from FMVSS or FMCSR in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

Critical Infrastructure Security, Cybersecurity, and Resilience: It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both

physical and cyber threats, consistent with the National Security Memorandum on Critical Infrastructure Security and Resilience (NSM-22) and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (NSM-5). Each applicant selected for Federal funding under this NOFO must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the U.S. Department of Homeland Security, will be required to do so before receiving funds for construction. Information on cybersecurity performance goals can be found at https://www.cisa.gov/cpg. These performance goals provide a baseline set of cybersecurity practices broadly applicable across critical infrastructure with known risk-reduction value, a benchmark for critical infrastructure operators to measure and improve their cybersecurity maturity, and a combination of recommended practices for IT and OT owners, including a prioritized set of security practices. Additionally, funding recipients must be in compliance with 2 CFR § 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

Domestic Preference Requirements: As expressed in EO 14005, 'Ensuring the Future Is Made in All of America by All of America's Workers' (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this NOFO are subject to the domestic preference requirement at Build America, Buy America Act (Pub. L. No 117-58, div. G §§ 70901–70927). The Department expects all applicants to comply with that requirement.

However, to obtain a waiver, a recipient must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project.

Civil Rights and Title VI: As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR part 21), the ADA, and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Federal Contract Compliance: As a condition of grant award and consistent with EO 11246, EEO (30 FR 12319, and as amended), all federally-assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for work being performed by people of color. Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing EO 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to

help promote compliance with non-discrimination and affirmative action obligations. The OFCCP will identify projects that receive an award under this NOFO and are required to participate in OFCCP's Mega Construction Project Program from a wide range of federally-assisted projects over which OFCCP has jurisdiction and that have a project cost above $35 million. Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined under "Scheduling" on the DOL Website: Construction Compliance Frequently Asked Questions | U.S. Department of Labor (dol.gov).

The applicability of Federal requirements to a project may be affected by the scope of the NEPA reviews for that project. For example, under 23 U.S.C. § 313(g), Buy America requirements apply to all contracts that are eligible for assistance under title 23, United States Code, and are carried out within the scope of the NEPA finding, determination, or decision regardless of the funding source of such contracts if at least one contract is funded with Title 23 funds. As another example, ADA regulations and Section 504 of the Rehabilitation Act of 1973 regulations apply to all projects funded under this NOFO.

Performance and Program Evaluation: As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by DOT or another Agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact 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 DOT 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 or DOT staff; (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 DOT staff.

Recipients and subrecipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an Agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges Federal awarding Agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." 5 U.S.C. § 311. Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

For grant recipients receiving an award, evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such costs may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR Part 200).

Project Signage and Public Acknowledgements: Recipients are encouraged for construction and non-construction projects to post project signage and to include public acknowledgments in published and other collateral materials (e.g., press releases, marketing materials, website, etc.) satisfactory in form and substance to DOT, that identifies the nature of the project and indicates that "the project is funded by the Bipartisan Infrastructure Law." In

addition, recipients employing project signage are required to use the official Investing in America emblem in accordance with the Official Investing in America Emblem Style Guide. Costs associated with signage and public acknowledgments must be reasonable and limited. Signs or public acknowledgments should not be produced, displayed, or published if doing so results in unreasonable cost, expense, or recipient burden. The Recipient is encouraged to use recycled or recovered materials when procuring signs.

Climate Change and Environmental Justice Impact Consideration: Each applicant selected for CFI Program funding must demonstrate effort to consider climate change and environmental justice impacts as described in Section E.1.b. Projects that have not sufficiently considered climate change and environmental justice in their planning, as determined by the DOT, will be required to do so before receiving funds for construction, consistent with EO 14008, *Tackling the Climate Crisis at Home and Abroad* (86 FR 7619).[83]

Equity and Barriers to Opportunity: Each applicant selected for CFI Program Grant funding must demonstrate effort to improve equity and reduce barriers to opportunity. Projects that have not sufficiently considered equity and barriers to opportunity in their planning, as determined by DOT, will be required to do so before receiving funds for construction, consistent with EO 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (86 FR 7009).[84]

Davis-Bacon Act: Recipients of an award under this program are also required to comply fully with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148; 23 U.S.C. § 109(s)(2); 23 U.S.C. § 113(a)), which requires all laborers and mechanics employed by contractors or

[83] An illustrative example of how these requirements are applied to recipients can be found here: https://cms.buildamerica.dot.gov/buildamerica/financing/infra-grants/infra-fy21-fhwa-general-terms-and-conditions
[84] An illustrative example of how these requirements are applied to recipients can be found here: https://cms.buildamerica.dot.gov/buildamerica/financing/infra-grants/infra-fy21-fhwa-general-terms-and-conditions

subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by an award made available under this program, be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor.

DBE Program: Recipients of an award under this program are also required to comply fully with the DBE Program, which is a legislatively mandated DOT program that applies to Federal-aid highway dollars expended on federally-assisted contracts issued by DOT recipients in order to ensure nondiscrimination in the award and administration of DOT-assisted contracts, help remove barriers to the participation of DBEs in DOT-assisted contracts, and assist in the development of firms that can compete successfully in the marketplace outside of the DBE Program. The DBE Program was most recently reauthorized by the Moving Ahead for Progress in the 21st Century Act (P.L. 112-141). Note that the DBE program requirements do not apply to projects funded with NEVI 10 funds.

Compliance with 23 CFR Part 680: Recipients of an award under this program are also required to comply fully with applicable sections of the National Electric Vehicle Infrastructure Standards and Requirements (23 CFR Part 680), which has certain requirements for EV charging infrastructure, including installation, operation, and maintenance requirements, interoperability and connectivity standards, minimum uptime requirements, data submission requirements, as well as certain data fields that must be made available, free of charge, to third-party software developers, via application programming interface.[85] This regulation also has certain requirements for the workforce installing, maintaining, and operating EV chargers to have appropriate licenses, certifications, and training to ensure that the installation and maintenance of

[85] EV Charging Minimum Standards Rule as Submitted to Federal Register for Publication (Unofficial) (dot.gov)

EV chargers is performed safely by a qualified and increasingly diverse workforce of licensed technicians and other laborers.[86] Installation, maintenance and operations of infrastructure for other fuel types is encouraged to follow a similar approach and utilize a skilled workforce with appropriate licenses, certifications, and training.

3. Reporting

i. Progress Reporting on Grant Activities

Each applicant selected for CFI Program Grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the CFI Program grant process. Each applicant selected for CFI Program Grant funding will also be subject to applicable reporting and data submission requirements in 23 CFR 680.112(a)-(c) and 23 CFR 680.116(c).

ii. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding Agencies exceeds $10 million for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No. 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

[86] 23 CFR 680.106(j)

iii. Other

FHWA reserves the right to request additional information, if deemed needed, to better understand the status of the project. The successful applicant will provide additional financial reporting beyond the semi-annual reporting, if such statements are necessary to address FHWA's Stewardship and Oversight responsibility of the funds. The successful applicant also agrees to allow periodic project inspections and FHWA will provide NOFO for such inspections.

G. Federal Awarding Agency Contacts

For questions concerning this NOFO and the CFI Program, please Email CFIGrants@dot.gov. A TDD is available for individuals who are deaf or hard of hearing at (202) 366-3993. Office hours are from 7:30 a.m. to 4:00 p.m., Eastern Time, Monday through Friday, except Federal holidays.

H. Other Information

1. Protection of Confidential Business Information

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it ''Contains Confidential Business Information (CBI)''; (2) mark each page that contains confidential information with ''CBI''; (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how

disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If FHWA receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, FHWA will follow the procedures described in its FOIA regulations at 49 CFR 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. Publication/Sharing of Application Information

Following the completion of the selection process and announcement of awards, FHWA may publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in Section H., FHWA may make application narratives publicly available or share application information within DOT or with other Federal Agencies if FHWA determines that sharing is relevant to the respective program's objectives.

3. DOT Feedback on Applications

Feedback by FHWA is available as a courtesy to applicants not selected for award to receive information about the evaluation of their application.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CITIZEN ENERGY, LLC, A DISTRICT OF COLUMBIA LIMITED LIABILITY COMPANY, REGARDING MEMBER AGENCY MATCH FUNDING FOR THE U.S. DEPARTMENT OF TRANSPORTATION' CHARGING AND FUELING INFRASTRUCTURE DISCRETIONARY GRANT OPPORTUNITY

This Memorandum of Understanding ("**MOU**") is made and entered into on this day August _____, 2024, by and between the City of Pueblo, a Colorado Municipal Corporation, ("**City**") and Citizen Energy, LLC, a District of Columbia Limited Liability Company ("**Citizen**"), referred to hereinafter collectively as the "**Parties**" or singularly as "**Party**".

RECITALS

WHEREAS, pursuant to Notice of Funding Opportunity Number 693JJ324NF00017 ("**NOFO Project**"), City intends to apply for the Charging and Fueling Infrastructure Discretionary Grant Program ("**CFI Program**") established under the Infrastructure Investment and Jobs Act ("**Jobs Act**"); and

WHEREAS, the CFI Program seeks to award grant funding to address environmental justice, particularly for disadvantaged and other communities (prioritizing rural areas and low- and moderate-income neighborhoods) that may disproportionately experience the consequences of either climate change or other pollutants; and

WHEREAS, the Federal share of the cost of a project carried out with CFI Program grant funds shall not exceed 80 percent of the total project cost. Awardees must provide at least 20 percent of the total project cost as a matching share; and

WHEREAS, City is required to contract with a private entity (a corporation, partnership, company, or nonprofit organization) for the acquisition and installation of EV charging infrastructure and for the construction, maintenance, or operation of EV Charging infrastructure; and

WHEREAS, the CFI Program requires the private entity to contractually agree to pay the 20% non-Federal share of the project cost carried out with CFI Program funds; and

WHEREAS, in order to receive CFI Program funds, City must demonstrate it has taken best efforts to require the private entity to contractually pay for the non-Federal share; and

WHEREAS, City and Citizen desire to enter into this MOU to set for the terms of agreement should City be awarded CFI Program funds and Citizen be required to pay the non-Federal share of the project cost.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereto agree as follows:

1. Match Funds. In the event City is awarded CFI Program funds as described in the

NOFO Project, attached hereto as Exhibit A and incorporated herein, Citizen agrees to provide match funds of at least twenty percent (20%) of the Non-Federal share of the project and partner with City on CFI program funds implementation.

2. Cooperation. The Parties agree to cooperate, to the fullest extent allowed by law, in the submission of City's application as contemplated in the NOFO Project. The Parties shall comply with the Grant Agreement, including the terms and conditions and special conditions included in Exhibit A attached thereto and incorporated by reference as though fully set forth herein.

3. Dispute Resolution. If a dispute arises between the Parties concerning the interpretation or operation of this MOU, any party may request mediation by providing the other parties with written notice of such request. No party is obligated to enter mediation. Nevertheless, if the Parties mutually agree to enter mediation, the parties shall attempt to agree upon a single mediator, and the costs of mediation shall be borne equally by the Parties. Any efforts at mediation shall conclude within ninety (90) days after the written notice, unless the Parties mutually agree to extend the time period for the mediation.

4. No Wavier of Governmental Immunity: Nothing in this MOU shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City of Pueblo, its officials, employees, contractors, or agents, or any other person acting on behalf of the City of Pueblo and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised States.

5. Execution and Termination. This agreement is effective on the date it is signed by both parties. Unless sooner terminated, the initial term of this Agreement shall be until 365 days. This Agreement may be terminated at any time by a party upon ninety (90) days advance written notice.

6. Assignment. No Party may assign this MOU to any third-party, either in whole or in part, without the written consent of the other Party.

7. No Third-Party Beneficiaries: It is expressly understood and agreed that enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this MOU shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the MOU shall be deemed an incidental beneficiary only.

8. Litigation, Venue and Waiver of Trial by Jury: In the event of any litigation arising under this MOU, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

9. Severability: If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOU shall nonetheless remain in full force and effect.

10. Rules of Construction: The Parties acknowledge that the Parties and their counsel have reviewed and revised this MOU and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this MOU or any exhibits or amendments hereto.

11. Waiver: The waiver or failure to enforce any provision of this MOU shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

12. Counterparts: This MOU may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

13. Signatures: The persons signing this MOU on behalf of Citizen represent and warrant that such persons have the requisite power and authority to enter, execute and deliver this MOU and that this MOU is a valid and legally binding obligation of Citizen enforceable against Citizen in accordance with its terms.

14. Notices: Notices concerning this MOU shall be given to Citizen in writing as follows:

Citizen Energy, LLC
1200 18th Street, NW
Suite 700
Washington, DC 20036

Notices concerning this MOU shall be given to City as follows:

Luann Martinez
Grant and Resource Development Administrator
1 City Hall Pl
Pueblo, CO 81003

With a copy to:

City Attorney
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

15. Entirety of Agreement. This MOU incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this MOU that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have made and executed this MOU under each signature:

IN WITNESS WHEREOF, THIS MEMORANDUM OF UNDERSTANDING HAS BEEN ENTERED INTO AS FOLLOWS:

CITY OF PUEBLO

By_____

Title: Mayor

Date:_____

CITIZEN ENERGY, LLC

By

Title: CEO

Date: 8/12/2024

EXHIBIT A

U.S. DEPARTMENT OF TRANSPORTATION

Federal Highway Administration

Notice of Funding Opportunity for the U.S. Department of Transportation's Charging and Fueling Infrastructure Discretionary Grant Opportunity

AGENCY: U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA).

ACTION: Notice of Funding Opportunity (NOFO) Number 693JJ324NF00017

Charging and Fueling Infrastructure Discretionary Grant Opportunity (Round 2)

SUMMARY: The purpose of this NOFO is to solicit applications for the Charging and Fueling Infrastructure Discretionary Grant Program (CFI Program) established under the Infrastructure Investment and Jobs Act ("Bipartisan Infrastructure Law" or "BIL"). In addition, funds under the National Electric Vehicle Infrastructure (NEVI) Formula Program 10 percent set-aside (NEVI 10), also established by BIL, will also be awarded under this NOFO. Funding program sources, Fiscal Years (FY), and amounts available for award under this NOFO can be found in the table below. This NOFO also announces FHWA's intention to make additional awards for applications submitted under FY 2022/2023 CFI Round 1 NOFO (693JJ323NF00004) issued March 14, 2023.

Summary of Funding Available Under this CFI NOFO Round 2

Fiscal Year and Program of Funding in this NOFO	Total Funding (approximately)	Funding for Applications Submitted under this NOFO Round 2	Funding for Applications Previously Submitted under FY 2022/2023 CFI NOFO Round 1

CFI FY 2024	$500,000,000	$100,000,000	$400,000,000
CFI FY 2025	$600,000,000	$600,000,000	
NEVI 10 FY 2023	$21,200,000		$21,200,000
NEVI 10 FY 2024	$100,000,000		$100,000,000
NEVI 10 FY 2025	$100,000,000	$100,000,000	
Total Available (approximately)	**$1,321,200,000**	**$800,000,000**	**$521,200,000**

The CFI Program is divided into two separate grant categories: (1) the Community Charging and Fueling Program Grants (Community Program), to strategically deploy electric vehicle (EV) charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure located on public roads or in other publicly accessible[1] locations; and (2) the Alternative Fuel Corridor Grants (Corridor Program)[2], to strategically deploy charging and alternative fueling infrastructure located along designated alternative fuel corridors.[3] The actual amount of funding available for award each fiscal year will be based on the reduction of authorized funding due to the imposition of the annual obligation limitation. While applicants can choose to apply for only one grant program, they may also submit separate applications under each program. If one eligible applicant is interested in applying for both Community and Corridor funding categories in a single application, they must clearly separate the proposed work, selection criteria, and budget requested for each category.

[1] Publicly accessible means the equipment is available to the public without restriction. A station that is not maintained or restricts access only to customers, tenants, employees, or other consumers is not publicly accessible. Publicly accessible locations may include public parking facilities, parking at public buildings, public transportation stations, Park-and-Rides, public schools, public parks, private parking facilities available for public use, visitor centers, and other public locations on Federal Lands. https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/nominations/90d_nevi_formula_program_guidance.pdf

[2] For more information, see: https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/

[3] Overall, the CFI Program is authorized funding for 5 fiscal years, totaling up to $2.5 billion (FY 2022 $300 million, FY 2023 $400 million, FY 2024 $500 million, FY 2025 $600 million, and FY 2026 $700 million.)

The CFI Program will accelerate an electrified and alternative fuel transportation system that is convenient, affordable, reliable, equitable, accessible, and safe. The CFI Program will also help put the United States on a path to a nationwide network of at least 500,000 EV chargers by 2030 and improve networks for vehicles using hydrogen, propane, and natural gas. The CFI Program builds on FHWA Alternative Fuel Corridor (AFC) program and complements the NEVI Formula program, which is initially focused on enabling long distance trips along the National Highway System (NHS) through a convenient, reliable, affordable, and equitable electric vehicle charging network. The goals of the CFI Program are to 1) supplement, not supplant, necessary private sector investment; 2) complement existing Federal programs; 3) facilitate broad public access to a national charging and alternative fuel infrastructure network to accelerate the adoption of zero emissions vehicles; 4) implement Justice40[4] objectives, lower transportation costs, and increase economic opportunity; 5) advance job quality, workforce development, and workforce equity; and 6) reduce greenhouse gas and vehicle-related emissions.

Funds available under this notice will provide crucial support for the full buildout of the Nation's electrified and alternative fuel corridors (supplementing funds from the NEVI Formula Program) and can fill in critical infrastructure gaps to help meet current or anticipated demand for corridor charging or alternative fueling infrastructure. By encouraging the adoption and expansion in use of alternative fuels, CFI Program investments have the potential to significantly address the transportation sector's outsized contributions to climate change. Currently, the transportation sector is both the largest source of U.S. carbon dioxide emissions, and is

[4] The Justice40 Initiative sets the goal that 40 percent of the overall benefits of climate and other Federal investments flow to disadvantaged communities that have been marginalized by underinvestment and overburdened by pollution. Pursuant to Executive Order (E.O.) 14008, "Tackling the Climate Crisis at Home and Abroad," January 27, 2021, and the Office of Management and Budget's Interim Justice40 Implementation Guidance M-21-28 and Addendum M-23-09, FHWA recognizes disadvantaged communities as the census tracts identified as disadvantaged by the Climate and Economic Justice Screening Tool (CEJST), located at https://screeningtool.geoplatform.gov/, as well as all Federally Recognized Tribes (whether or not they have land). Disadvantaged communities may be referred to as "Justice40 communities."

increasingly vulnerable because of the higher temperatures, more frequent and intense precipitation, and sea level rise associated with the changing climate.[5]

FHWA seeks to award funding under this NOFO to projects that address environmental justice,[6] particularly for disadvantaged and other communities (prioritizing rural areas and low- and moderate-income neighborhoods) that may disproportionately experience the consequences of either climate change or other pollutants. Also, FHWA seeks to fund projects that help achieve the Justice40 Initiative goal as described in footnote 4. In addition, FHWA intends to use this funding opportunity to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and diverse workforce programs, in particular registered apprenticeships, labor management partnerships and Local Hire agreements,[7] in project planning stages and program delivery.

This NOFO describes the application requirements, selection and evaluation criteria, Federal requirements, and available technical assistance during the grant solicitation period. To ensure a fair and unbiased evaluation of applications submitted under this NOFO, applications must be complete and address all statutory requirements; however, FHWA may request supplementary information, as needed, or to determine with which category of grant the application best aligns, or if applicants could be eligible to receive an award from both categories of funding. Recipients of an award under this program related to EV infrastructure are required to comply fully with applicable sections of the National Electric Vehicle Infrastructure Minimum

[5] See EPA Inventory of U.S. Greenhouse Gas Emissions and Sinks, available at https://www.epa.gov/ghgemissions/inventory-us-greenhouse-gas-emissions-and-sinks.
[6] See definition of environmental justice in Executive Order 14906 at https://www.whitehouse.gov/briefing-room/presidential-actions/2023/04/21/executive-order-on-revitalizing-our-nations-commitment-to-environmental-justice-for-all/.
[7] Contracts awarded with geographic hiring preferences are eligible for assistance under most FHWA financial assistance programs.

Standards and Requirements Rule (23 CFR Part 680).[8] These Standards specify technical aspects of charging infrastructure including connector types, power levels, minimum number of charging ports per station, minimum uptime (reliability standards), payment methods, and more; data submittal requirements; workforce requirements for installation, operation, or maintenance by qualified technicians; interoperability of EV charging infrastructure; traffic control devices and signage; network connectivity; and publicly available information. Questions related to this solicitation can be sent to the program inbox at CFIgrants@dot.gov until July 29, 2024. FHWA will deliver informational webinars to interested parties regarding this solicitation, as specified in the Grants.gov notice/synopsis. Please check the CFI Website (https://www.fhwa.dot.gov/environment/cfi/) and the Joint Office of Energy and Transportation (Joint Office) Website (https://driveelectric.gov/) for more information.

SPECIAL NOTE: Additional funding to be made available under the 10 percent set-aside of the National Electric Vehicle Infrastructure Program:

Paragraph (2) under the Highway Infrastructure Program heading in Title VIII of Division J of BIL provides funding for establishing the National Electric Vehicle Infrastructure (NEVI) Formula Program. This paragraph provides that the Secretary shall set aside 10 percent of the NEVI Formula Program each fiscal year for the Secretary of Transportation "to make grants to States and localities that require additional assistance to strategically deploy electric vehicle charging infrastructure." For purposes of this NOFO, these funds are referred to as NEVI 10 funds. The Secretary finds that applications submitted under this NOFO by State and local governments for EV charging infrastructure projects would provide additional assistance to strategically deploy EV charging infrastructure. In response to the CFI Round 1 NOFO (693JJ323NF00004), FHWA received significantly more requests for funding than was

[8] Final Rule for National Electric Vehicle Charging Minimum Standards and Requirements

available. These applications represent EV charging infrastructure projects that State and local governments could strategically deploy. In addition, by combining the NEVI 10 funds with the CFI funds, FHWA is reducing the burden on State and local applicants who would otherwise have to submit multiple applications to different programs. FHWA will not use separate criteria in selecting applications for NEVI 10 funding nor does FHWA require the applicant to specify that the project should be considered for such funding. Rather, FHWA will select applications for NEVI 10 funding using the same criteria as the CFI community and corridor programs, provided the application is for electric vehicle infrastructure.[9]

[9] NEVI 10 funds awarded for projects under this NOFO will be administered pursuant to the same requirements as CFI except where a CFI requirement is determined to be inconsistent with a statutory requirement of the NEVI program under Title VIII of Division J.

Funding Opportunity Summary:		Funding available under this NOFO consists of two components: (1) Up to $800 million to fund CFI Round 2 applications to provide grants to eligible entities to strategically deploy publicly accessible EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure in certain locations or along designated AFCs that will be accessible to all drivers of EVs, hydrogen vehicles, propane vehicles, and natural gas vehicles. (2) Up to $521.2 million to fund applications previously submitted but not selected for award under the FY2022/2023 CFI Round 1 NOFO (693JJ323NF00004) published on March 14, 2023[10].
Federal Agency Name:		U.S. Department of Transportation FHWA, Office of Planning, Environment and Realty (HEP) 1200 New Jersey Avenue, SE Washington, DC 20590
Funding Opportunity Title:		Charging and Fueling Infrastructure Discretionary Grant Opportunity (Round 2)
Announcement Type:		This is the CFI NOFO Round 2. Section 11401of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58, Nov. 15, 2021), established the Charging and Fueling Infrastructure Discretionary Grant Program which is codified at 23 U.S.C. § 151(f)(2). There are two funding categories under the Charging and Fueling Infrastructure Discretionary Grant Program: (1) Community Charging and Fueling Program Grants and (2) Alternative Fuel Corridor Grants. Division J of BIL established the NEVI 10 percent set-aside.

[10] https://grants.gov/search-results-detail/346798

Community Grants:		• Located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity. • Must be publicly accessible. • May use funds to contract with a private entity. • Minimum award amount of $500,000[11], maximum award amount of $15 million. • Must demonstrate benefits[12] will flow to Justice40 communities. • Expected to reduce greenhouse gas emissions and to expand or fill gaps in access to publicly accessible infrastructure. • Must be accessible to and usable by individuals with disabilities.
Corridor Grants:		• Located along a designated AFC; EV charging and other alternative fuels within 5 miles of the AFC.[13] • Must be publicly accessible. • Minimum award amount of $1 million[14], no maximum award amount. • Must use funds to contract with a private entity. • Must demonstrate benefits[15] will flow to Justice40 communities Must be accessible to and usable by individuals with disabilities.
Funding Opportunity Number:		693JJ324NF00017

[11] DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities and consideration.
[12] See footnote 4 for a description of the Justice40 Initiative
[13] In order to be designated as an AFC for EV charging, FHWA criteria provides that the EV charger be located within 1 travel mile of the highway. For purposes of this NOFO, with respect to the Corridor Program, FHWA will consider applications along designated AFCs for EV chargers up to 5 miles off the highway.
[14] DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities and consideration.
[15] See footnote 4 for a description of the Justice40 Initiative.

Type of Award:		Cost Reimbursement Grant
Funding Categories:		The FHWA Administrator may advise the Secretary of Transportation (Secretary) on options for reduced awards.[16] Each application must clearly indicate if the application will be evaluated under the Community or the Corridor grant funds. An eligible applicant may submit separate applications under both programs. If one eligible applicant is interested in applying for both Community and Corridor funding categories in a single application, they must clearly separate the proposed work, selection criteria and budget requested for each category.
Assistance Listing Number (formerly Catalog of Federal Domestic Assistance (CFDA)):		20.205 – Highway Planning and Construction
Application Due Date:		Submission Deadline: Applications are due no later than 11:59 PM EST on **AUGUST 28, 2024,** through Grants.gov. Applicants are encouraged to submit applications in advance of the application deadline; however, new applications will not be evaluated, and awards for newly submitted applications will not be made, until after the application submission deadline.
Submit Applications To:		FHWA uses Grants.gov for receipt of all applications. Applicants must register and use the system to submit applications electronically. Approval of new user registrations for Grants.gov may take multiple weeks. Applicants are encouraged to register for Grants.gov in advance of the submission deadline. Applicants are also encouraged to subscribe in Grants.gov under this NOFO number to receive notices of any updates, amendments, changes, or supplemental information related to this grant opportunity. It is the Applicant's responsibility to monitor Grants.gov for any updates/amendments to this NOFO. Complete instructions on how to register and apply can be found at Grants.gov. If interested parties experience difficulties at any point during registration or application process, please use the help available on Grants.gov such as the Ask Grant/Chat Now with Grant

[16] Per section B.2. Scalable Project Options, applicants to both Community and Corridor programs are encouraged to propose projects that are scalable and identify scaled funding options in case insufficient funding is available to fund an applicant's project at the full requested amount.

		service; or the Grants.gov 24/7 Customer Support Hotline at 1-800-518-4726; or email support@grants.gov. USDOT staff cannot assist with technical Grants.gov system and user questions.
Questions:		Submit CFI NOFO Questions to Email: CFIgrants@dot.gov Applications will not be reviewed in advance, but FHWA staff are available to answer questions regarding the program. In addition, FHWA will post answers to questions and requests for clarifications at Grants.gov under this funding opportunity number. Due to the competitive nature of the program, during the application submittal phase, FHWA is unable to accommodate individual meeting requests to discuss the opportunity or specific project ideas, and unable to provide individualized guidance or render opinions about the merit of a specific project. The CFIgrants@dot.gov inbox will close after July 29, 2024. Applicants are encouraged to submit their questions to the inbox in advance of this date. Based on the volume of questions, we will attempt to answer as many questions as possible.

SUPPLEMENTARY INFORMATION: The organization of this NOFO is based on an outline set forth in Appendix I to Title 2 of the Code of Federal Regulations (CFR) Part 200 to ensure consistency across Federal financial assistance programs.

RESERVATION OF FUNDS FOR FY 2022/2023 CFI ROUND 1 APPLICATIONS THAT WERE NOT SELECTED FOR CFI FUNDING: In January 2024, DOT announced award selections resulting from the FY 2022/2023 CFI Round 1 NOFO (693JJ323NF00004). Under this CFI Round 2 NOFO (693JJ324NF00017), FHWA is making up to $400 million in FY 2024

CFI funding and up to $121.2 million of NEVI 10 funding ($21.2 million in FY 2023 funding and $100 million in FY 2024 funding) available to certain applications that were submitted but not selected under the CFI Round 1 FY 2022/2023 NOFO. For purposes of selecting projects under this reservation of funds, FHWA will follow the criteria and process set forth in the FY 2022/2023 CFI Round 1 NOFO. No amendments are being made to either the selection criteria or process, so no previous application modifications will be needed or accepted. Instead, FHWA will forward all applications that were not selected for funding but rated by the technical review team as either "Highly Recommended," or "Recommended," and also found to meet one or more DOT priority considerations as provided in Section E.2 of the FY 2022/2023 CFI Round 1 NOFO. For purposes of this reservation of funds, FHWA incorporates the FY 2022/2023 NOFO by reference and will follow that NOFO criteria for all selections. Note that in following the NOFO process to determine which Recommended and Highly Recommended applications are to be funded, the Senior Review Team, FHWA Administrator, and the Secretary may apply the Statutory Selection Priorities and Additional Considerations independently from the original award process.

If an applicant submitted an application for funding under the FY 2022/2023 CFI Round 1 NOFO and was not selected, such applicant must notify FHWA by email to CFIGrants@dot.gov by July 1, 2024, if the applicant wishes for that application to be reconsidered for award using this reservation of funding. The applicant does not need to resubmit the Round 1 application, but needs only to notify the FHWA that the applicant wishes for the application to be reconsidered for award using this reservation of funding. Round 1 applicants seeking such reconsideration of their unawarded Round 1 application will not be permitted to modify, amend or supplement their Round 1 applications. To maximize chances of

obtaining an award, CFI FY2022/2023 unawarded applicants may request consideration under the reserved funds, and they may also submit a new application following the criteria outlined in this Round 2 NOFO. FHWA will not award more funding to any one project above the allowable Federal share.

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A. Program Description

1. Overview

The CFI Program was established by the Bipartisan Infrastructure Law (BIL) (enacted as the Infrastructure Investment and Jobs Act, Section 11401, Pub. L. 117–58, Nov. 15, 2021, codified at 23 U.S.C. § 151) with two grant categories, one for the Community Program and one for the Corridor Program. For a summary of funding available amounts, by source and fiscal year, please see the Summary section above.

The CFI Community Program and the CFI Corridor Program each have their own respective evaluation criteria and program requirements.

i. Community Program

Community Program grants are expected to reduce greenhouse gas emissions and to expand or fill gaps in access to charging or alternative fueling infrastructure.

Under 23 U.S.C. § 151(f)(8), FHWA seeks to award Community Program Grants to eligible entities (listed in Section C.1.) for projects on any public road or in other publicly accessible locations that are expected to reduce greenhouse gas emissions and to expand or fill gaps in access to publicly accessible EV charging infrastructure, or hydrogen, propane, or natural gas fueling infrastructure. Projects expanding access to charging and fueling infrastructure in rural areas,[17] low- and-moderate income neighborhoods, and communities with a low ratio of private parking spaces to households or a high ratio of multiunit dwellings to single family homes shall be prioritized (23 U.S.C. § 151(f)(8)(F)).

[17] For the purposes of the CFI Program, Urbanized Areas (UZA) with populations of less than 50,000 will be considered rural. For purpose of this notice, in defining urban and rural communities, DOT will rely on the Census Bureau 2020 definition of UA as an area that consists of densely settled territory that contains 50,000 or more people. Updated lists of UAs are available on the Census Bureau Website at: http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/

Infrastructure may be located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks,[18] or in publicly accessible parking facilities owned or managed by a private entity (23 U.S.C. § 151(f)(8)(E)). If selected for an award, grant recipients may use funds to contract with a private entity[19] that owns or manages parking facilities. Grant recipients may place charging and fueling infrastructure in parking garages, on-street parking locations, and other parking facilities that charge a parking fee. In addition, the grant recipient must ensure that all electric vehicle charging infrastructure funded as part of their grant includes any parking fee in their price structure and comply with 23 CFR 680.116(a)(3) and 23 CFR 680.116(c)(9).

ii. Corridor Program

Corridor Program grants are expected to support buildout of charging or alternative fueling infrastructure along designated AFCs.

Under 23 U.S.C. § 151(f)(6), FHWA seeks to award Corridor Program Grants to eligible entities (listed in Section C.1.) to contract with a private entity[20] for acquisition and installation of publicly accessible EV charging infrastructure, or hydrogen, propane, or natural gas fueling infrastructure that is directly related to the charging or fueling of a vehicle along designated AFCs. As of 2023, designated AFCs cover nearly 205,000 miles of the NHS and traverse rural and urban areas, Tribal lands, national parks, and underserved and disadvantaged communities. The CFI Program will assist State and local agencies, private industry, and other interested stakeholders to build an alternative fuels transportation network to better meet drivers' needs and improve the mobility of passenger and commercial vehicles that employ electric, hydrogen fuel

[18] Use of parks must comply with DOT 4(f) requirements 23 U.S.C. 138, 49 U.S.C. 303, and 23 CFR part 774.
[19] The Federally Funded Research and Development Centers, including the National Renewable Energy Laboratory, are ineligible to be contracted as a private entity under this grant program.
[20] The Federally Funded Research and Development Centers, including the National Renewable Energy Laboratory, are ineligible to be contracted as a private entity under this grant program.

cell, propane, and natural gas fueling technologies across the nation. The Corridor Program envisions a national AFC network that allows for inter-city, regional, and interstate travel using cleaner fuels, addresses driver range anxiety, integrates with existing transportation planning processes, and accelerates public interest and awareness of alternative fuel availability. This includes both light-duty passenger vehicles and medium/heavy-duty vehicles. Through this NOFO, FHWA seeks to solicit applications that enable these objectives while contributing to the broader objectives outlined below.

FHWA seeks to award projects in both urban and rural areas along designated AFCs to create a balance of publicly accessible electric charging and alternative fuel infrastructure. The EV charging infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than five miles from Interstate exits or highway intersections along designated corridors. Hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure is allowable no more than five miles from Interstate exits or highway intersections along the corridor. Infrastructure shall be located along a designated AFC under this section, on the condition that any affected Indian Tribes are consulted before the designation (23 U.S.C. § 151(f)(6)).

2. Additional Information

DOT is committed to considering project funding decisions holistically among the various discretionary grant programs available in BIL. DOT also recognizes that applicants may be seeking funding from multiple discretionary grant programs and opportunities. An applicant may seek the same award amounts from multiple DOT discretionary opportunities or seek a combination of funding from multiple DOT opportunities. The applicant should identify any other DOT programs and opportunities they have applied for and intend to apply for beyond the

CFI Program (or if the Federal funding is already available to the applicant including NEVI formula and NEVI 10 funds), and what award amounts they will be seeking, within their application. The CFI Community Program seeks to layer in a "dig once," future-proofing approach to this substantial investment in charging and alternative fuel infrastructure. This "dig once" philosophy equates to maximizing the overall societal and economic benefits of a project while minimizing the cost and disruption of construction by considering and installing for current needs and as many of the reasonably foreseeable future needs as practicable. Examples may include, but are not limited to, communications and broadband conduits, duct banks, and adequate power distribution for multimodal vehicular charging.

In addition to personally owned electric and alternative fuel vehicles, this NOFO can enable electrified and alternative fueled shared mobility, active mobility, and other affordable transportation options by combining funding from the Community Grant Program with other public and private investments.

Applicants for the Corridor Program should ensure their applications, as they relate to EV infrastructure, align with their State's NEVI Deployment Plan.

3. Administration Priorities and Departmental Strategic Plan Priority Statements

The DOT will consider funding projects that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation as described in the USDOT Strategic Plan[21], the USDOT Research, Development and Technology Strategic Plan[22], and in executive orders.[23]

[21] https://www.transportation.gov/mission/us-dot-strategic-plan-fy-2022-2026
[22] https://www.transportation.gov/sites/dot.gov/files/2023-01/USDOT%20RDT%20Strategic%20Plan%20FY22-26_010523_508.pdf
[23] E.O. 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619).

B. Federal Award Information

1. Amount Available

A total of up to $800 million is available for awards for new applications solicited under this NOFO, which includes up to $700 million in CFI Program funds, and up to $100 million in NEVI 10 funds. For a summary of funding available amounts, by source and fiscal year, please see the Summary section above. The CFI grant awards will identify which fiscal year(s) funding is provided for the award.

All awards of FY 2024 and FY 2025 CFI Program funding are available for obligation through September 30, 2027, and September 30, 2028, respectively. Fiscal Year 2025 funds cannot be obligated before October 1, 2024. Once funds are obligated, CFI Program funds are available until expended. NEVI 10 funds are available until expended.

i. Community Program Award Information

A total of up to $350 million in CFI Program funds appropriated for FY 2024 and 2025 are available through this NOFO for the Community Program. Additional awards may be made using FY 2025 NEVI 10 funds. The anticipated minimum award size is $500,000 and the statutory maximum award amount is $15 million (23 U.S.C § 151(f)(8)(I)). DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold above upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities.

ii. Corridor Program Award Information

EO 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009). E.O. 14025, Worker Organizing and Empowerment (86 FR 22829), and E.O. 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

A total of up to $350 million in CFI Program funds appropriated for FY 2024 and 2025 are available through this NOFO for the Corridor Program. Additional awards may be made using FY 2025 NEVI 10 funds. The anticipated minimum award size is $1 million and there is no statutory maximum award size under this NOFO. The DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold above upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities.

iii. Reserved Funding Award Information - Additional Awards of Applications Previously Submitted under FY2022/2023 CFI Round 1 NOFO

A total of up to $400 million in FY 2024 CFI funding and up to $21.2 million in FY 2023 and up to $100 million in FY 2024 NEVI 10 funds is available to fund applications previously submitted under the FY 2022/2023 CFI Round 1 NOFO, that were not selected for awards. For more information, see the opening Summary section of this NOFO. Any funding not needed under this reserve will be made available for awards to CFI Round 2 new applications.

2. Scalable Project Options

Applicants to both Community and Corridor programs are encouraged to propose projects that are scalable and identify scaled funding options in case insufficient funding is available to fund an applicant's project at the full requested amount. For example, if a portion of the total project could be constructed and opened for functional public use, with the remainder of the total project constructed at a later time, please state such in the application, including the cost, brief scope, and scheduling needs for initial/scaled project. If an applicant advises that a project is scalable, the applicant must provide an appropriate minimum funding amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. The applicant must provide a clear explanation of how the project budget

would be affected by a reduced award. DOT may award a lesser amount whether or not a scalable option is provided.

C. Eligibility Information

1. Eligible Applicants

To be selected for a grant, an applicant must be an Eligible Applicant and the project must be an Eligible Project that meets the minimum project amount listed above in Section B.1.i. for the Community Program and Section B.1.ii. for the Corridor Program. Ownership structures of potential applicants vary significantly across the country. Therefore, an entity must evaluate the list of eligible applicants and demonstrate in their application that they are eligible for an award. If awards are made using NEVI 10 funds, then eligible applicants will be limited to State and local governments, per statute.

Eligible Applicants	**Community Program** 23 U.S.C. § 151(f)(8)(C)	**Corridor Program** 23 U.S.C. § 151(f)(3)	**NEVI 10 (Community or Corridor)**
A State[24] or political subdivision of a State	x	x	x
A metropolitan planning organization	x	x	
A unit of local government	x	x	x
A special purpose district or public authority with a transportation function, including a port authority	x	x	
An Indian Tribe (as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5304))[25]	x	x	
A territory of the United States	x	x	
An authority, agency, or instrumentality of, or an entity owned by, 1 or more entities as listed above	x	x	
A group of entities as listed above	x	x	

[24] The term "State" means any of the 50 States, the District of Columbia, or Puerto Rico 23 U.S.C. § 101(a)(28).
[25] The term ''Indian'' means a person who is a member of an Indian Tribe 25 U.S.C. § 5304(d). The term ''Indian Tribe'' means any Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians 25 U.S.C. § 5304(e).

A State or local authority with ownership of publicly accessible transportation facilities	x		x

The application must be submitted by one lead eligible applicant. If a group (two or more) of eligible entities above submits a joint application, the group must identify a lead applicant to serve as prime awardee in the event an award is made. The prime awardee will serve as the primary point of contact and be responsible for financial administration of the project. Joint applications should include a description of the roles and responsibilities of each eligible applicant and should be signed or include a letter of support by each eligible applicant.

The lead applicant may propose other organizations (such as a private entity[26]) as part of their application. Generally, such other organizations would fall into a sub-recipient or contractor role as defined in 2 CFR 200.331. If possible, the applicant should identify anticipated sub-recipients or contractors in the application. The 2 CFR 200 Procurement Standards apply to contractor awards but not to sub-recipient awards.[27] If the relationship reflects a sub-recipient relationship under 2 CFR 200.331, then the requirements for pass-through entities in 2 CFR 200.332 apply.

Applications with a lead applicant that is not one of these statutory eligible applicants will be deemed ineligible and will not be evaluated to determine if the application contains a statutorily eligible project.

2. Cost Sharing or Matching

The Federal share of the cost of a project carried out with CFI Program funds under both programs shall not exceed 80 percent of the total project cost (23 U.S.C. § 151(f)(10)). Cost sharing or matching is required, with the maximum Federal share being 80 percent of the total

[26] "Private entity" means a corporation, partnership, company, or nonprofit organization (23 U.S.C. § 151(f)(1)).
[27] See the Contracting and Subgrants section of the CFI Q and A at https://www.fhwa.dot.gov/environment/cfi/cfi_faqs.pdf

cost of the project. Awardees must provide at least 20 percent of the total project cost (not 20 percent of the Federal share) as a matching share. Additional information on cost share can be found at 2 CFR 200.306 -- Cost sharing or matching and FHWA's guidance on Non-Federal Matching Requirements.[2829] DOT will not consider previously incurred costs, previously expended or encumbered funds, or any CFI Program funds received towards the matching requirement for any project.

Eligible entities are required to contract with a private entity under the Corridor Program and are permitted to contract with a private entity under the Community Program.[30]

Under the CFI Program, a "private entity" means a corporation, partnership, company, or nonprofit organization. (23 U.S.C. § 151(f)(1)). As per 23 U.S.C. 151(f)(10), the Federal share for the cost of a project carried out with these grants shall not exceed 80 percent. [31] Where a recipient contacts a private entity for the services specified in the statute (for Corridor, the recipient must contract with a private entity for the acquisition and installation of EV charging infrastructure and for Community, the recipient may contract with a private entity for the acquisition, construction, installation, maintenance, or operation of EV Charging infrastructure), the statute requires that the private entity shall contractually agree to pay the non-Federal share of the project cost carried out with CFI Program funds that is not paid by the Federal Government. Accordingly, the recipient must demonstrate it has taken best efforts to require the private entity to contractually pay for the non-Federal share. If a recipient is able to demonstrate

[28] https://www.fhwa.dot.gov/legsregs/directives/policy/fedaid_guidance_nfmr.pdf
[29] https://www.transportation.gov/grants/dot-navigator/understanding-non-federal-match-requirements
[30] For NEVI 10, BIL Title VIII of Division J provides that recipients "may" use funds to contract with private entities and that private entities "may" pay the non-Federal share of the cost of a project.
[31] Note: The cost share requirement may be met with other Federal funding only if authorized in the statute of the other Federal funding. If there is no express language stating that the funding can be used as a match on other Federal awards, then the Federal funding cannot be used for the non-Federal cost share. Under this NOFO, Tribes are allowed to satisfy the non-Federal match requirements using Tribal Transportation Program funds.

that, despite its best efforts, a contract is unable to be executed with the private entity to pay the non-Federal share, FHWA will not consider the recipient to be in violation of the grant agreement pursuant to 23 CFR 1.36. However, the CFI Grant Recipient remains ultimately responsible for ensuring the non-Federal cost share is met for the project.[32]

3. Eligible Projects and Project Costs

Each of the two funding opportunities has different statutory rules for what kinds of projects are eligible for funding. More information about Eligible Projects and Project Costs for each program is listed below in Section C.4 and C.5. Applications will be considered for the funding program indicated and supported in the application. Applicants that do not include statutorily eligible projects will not be evaluated for the selection criteria.

4. Community Program - Eligibility Information

Community Program grants are expected to reduce greenhouse gas emissions and to expand or fill gaps in access to charging or alternative fueling infrastructure.

Community Program – Eligible Projects

- Community Program grants may be awarded to any project that is expected to reduce greenhouse gas emissions and to expand or fill gaps in access to eligible infrastructure.
- Eligible infrastructure is a publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure.[33] Propane fueling infrastructure is limited to infrastructure for medium- and heavy-duty vehicles.[34]

[32] Note: The cost share requirement may be met with other Federal funding only if authorized in the statute of the other Federal funding. If there is no express language stating that the funding can be used as match on other Federal awards, then the Federal funding cannot be used for the non-Federal cost share. Under this NOFO, Tribes are allowed to satisfy the non-Federal match requirements using Tribal Transportation Program funds.

[33] 23 U.S.C. § 151(f)(8)
[34] 23 U.S.C. § 151(f)(7)

- Projects may be located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity.[35]
- Both Direct Current Fast Charging and Alternating Current Level 2 chargers are eligible under the CFI Community Program.

Community Program – Eligible Project Costs

- Acquisition and installation of eligible infrastructure (as defined above). An applicant that receives a CFI grant for installation of eligible infrastructure may also use grant funds for:
    - Any related construction or reconstruction and the acquisition of real property directly related to the project.[36]
    - Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities.[37]
    - Contracting with a private entity for the acquisition, construction, installation, maintenance, or operation of eligible infrastructure included in the project.[38] Operating assistance shall be limited to costs allocable to operate and maintain the eligible infrastructure and service, and may not exceed the amount of a contract to acquire and install eligible infrastructure.[39]
- Educational and community engagement activities to develop and implement education programs through partnerships with schools, community organizations, and vehicle

[35] 23 U.S.C. § 151(f)(8)(E)
[36] 23 U.S.C. § 151(f)(8)(D)(ii)
[37] 23 U.S.C. § 151(f)(8)(D)(i)
[38] 23 U.S.C. § 151(f)(8)(H)
[39] 23 U.S.C. § 151(f)(6)(C)(ii-iii)

dealerships to support the use of zero-emission vehicles and associated infrastructure (may not exceed more than 5 percent of the grant amount awarded).[40]

5. Corridor Program - Eligibility Information

Corridor Program grants are expected to support buildout of charging or alternative fueling infrastructure along designated AFCs. [41]

Corridor Program – Eligible Projects

- Corridor Program grants must be awarded to any project that contracts with a private entity for acquisition and installation, or operation, of eligible infrastructure.
- Eligible infrastructure is publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure that is directly related to the charging or fueling of a vehicle.[42] Propane fueling infrastructure is limited to infrastructure for medium- and heavy-duty vehicles.[43]
- Projects must be located along an alternative fuel corridor designated under this section, on the condition that any affected Indian Tribes are consulted before the designation.[44]
- EV charging infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than five miles from Interstate exits or highway intersections along designated corridors.[45]
- Hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure should be conveniently and safely located as close to the AFC as possible, and,

[40] 23 U.S.C. § 151(f)(8)(K)
[41] For more information on AFC's https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/
[42] 23 U.S.C. § 151(f)(6)(A)
[43] 23 U.S.C. § 151(f)(7)
[44] 23 U.S.C. § 151(f)(6)(B)
[45] In order to be designated as an AFC for EV charging, FHWA criteria provides that the EV charger be located within 1 travel mile of the highway. For purposes of this NOFO, with respect to the Corridor Program, FHWA will consider applications along designated AFCs for EV chargers up to 5 miles off the highway.

in general, no greater than five miles from Interstate exits or highway intersections along designated corridors.

Corridor Program – Eligible Project Costs

- Contracting with a private entity for acquisition and installation of eligible infrastructure (as defined above).[46]
- Providing a private entity with operating assistance for the first 5 years of operations after the installation of eligible infrastructure while the facility transitions to independent system operations.[47] Operating assistance shall be limited to costs allocable to operate and maintain the eligible infrastructure and service, and may not exceed the amount of a contract to acquire and install eligible infrastructure.[48]
- An applicant that receives a CFI grant for acquisition and installation, or operations, of eligible infrastructure may also use grant funds for acquisition and installation of traffic control devices located in the right-of-way to provide directional information to eligible infrastructure included in the project.[49]
- Preliminary engineering, engineering, and design-related services directly relating to the construction of a highway project, including engineering, design, project development and management, construction project management and inspection.[50]

D. Application and Submission Information

1. Address to Request Application Package

All application materials may be found on Grants.gov. Once at Grants.gov, select the Search Grants tab. Then enter one of the following:

[46] 23 U.S.C. § 151(f)(6)(A)
[47] 23 U.S.C. § 151(f)(6)(C)(i)
[48] 23 U.S.C. § 151(f)(6)(C)(ii-iii)
[49] 23 U.S.C. § 151(f)(6)(D)(ii)
[50] 23 U.S.C. §101(a)(4)

- Opportunity Number: 693JJ324NF00017
- Opportunity Name: Charging and Fueling Infrastructure Discretionary Grant Program
- Assistance Listing Number: 20.205

When at one of these pages, select the CFI Opportunity, which will open to a page with several tabs. The first tab is a synopsis of the opportunity. The Related Documents tab is the Full Announcement (the NOFO document), NOFO Amendments, and supporting documents added by DOT such as FAQs. The Package tab allows you to preview the forms needed to submit an application. The red Subscribe button allows applicants to register to receive notice by email when DOT updates or adds to the opportunity page. The red Apply button allows applicants to apply using Grants.gov. Applicants should use the Grants.gov Workspace to create and submit the application. See Grants.gov for training on using Grants.gov Workspace.

For a Telephone Device for the Deaf (TDD), please call (202) 366-3993. If potential applicants are unable to download the application package from the internet, they may send a written request for a paper copy to the below address. Requests should be sent to: CFIGrants@dot.gov

2. Content and Form of Application

All applications must be submitted electronically through Grants.gov. The application must include: (1) STANDARD FORMS; and (2) APPLICATION SUPPORT. See instructions below.

(1) STANDARD FORMS: The following are mandatory:

- Standard Form 424 (Application for Federal Assistance)
- Standard Form 424C (Budget Information for Construction Programs)
- Standard Form 424D (Assurances for Construction Programs)
- Standard Form LLL (Disclosure of Lobbying Activities)

- Project Abstract Summary
- Attachments (Use this form to add APPLICATION SUPPORT file(s))

(2) APPLICATION SUPPORT: A narrative document no more than 25 pages that addresses the following items i.-iv. which are detailed below. In Grants.gov, please submit the APPLICATION SUPPORT as one PDF file if possible.

i. Project Narrative

ii. Budget Information

iii. Project Merit Criteria

iv. Project Readiness and Environmental Risk

i. Project Narrative

FHWA recommends that the project narrative be prepared with standard formatting preferences (i.e., a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins). If possible, Website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the project narrative the relevant portion of the project narrative that each document supports. FHWA recommends using appropriately descriptive final names (e.g., Project Narrative, Maps, Geospatial Data, Project Budget) for all attachments.

Also, in the project narrative, applicants should describe how the project addresses the following areas as well as the additional project narrative information that is specified below. DOT specifies that the project narrative follow the outline below. Following the outline will also assist evaluators in locating the relevant information.

Community Program

I. Description of project location, including a detailed geographical description of the proposed project, a map of the project's location and connections to existing transportation infrastructure, geospatial data describing the project location(s) (e.g., ESRI shapefiles, latitude/longitude coordinates, intersections, specific addressees, etc.), the number of EV charging ports/alternative fueling dispensers expected at each project site, and how traffic safety considerations will be addressed for vehicles entering and leaving the site. Applicants should provide as much information as possible for the location of the project site(s) and the number of the number of EV charging ports/alternative fueling dispensers, keeping in mind the award is limited to the project and location as described in the application. If there is some uncertainty regarding the location or number of EV charging ports/alternative fueling dispensers, this should be described in detail in the application and the potential sites and the number of EV charging ports/alternative fueling dispensers discussed.

Applicants must address how their project appropriately mitigates any safety risks introduced by the project. Prior to receiving funds, all projects are expected to, at a minimum, identify and mitigate to the extent practicable any significant safety risks that could result after the project completion. Applicants should include how their project will not negatively impact the overall safety of the traveling public. Applicants should also consider the National Roadway Safety Strategy (NRSS)[51] when addressing how the projects will support the goal of achieving zero roadway death through a Safe Systems Approach. This description should also detail how the access is in compliance with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.).

II. Description of how the project expands community-based infrastructure or fills gaps in access by equitably expanding the deployment of publicly available EV charging infrastructure,

[51] https://www.transportation.gov/NRSS

or hydrogen, propane or natural gas fueling infrastructure in community locations, located on any public road or in any other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity.

III. Additional Project Narrative Information. FHWA is interested in community charging and fueling deployment projects in several focus areas. As applicable, applicants are encouraged to indicate which focus area(s) their proposed project address(es) and how the project benefits the community and improves access to EV and alternative fueling infrastructure. In addition, in association with the focus areas specified, applicants are encouraged to note whether the project would expand alternative fueling/charging access to rural areas, low- and moderate- income neighborhoods, and/or underserved or hard to reach communities where the private sector may not invest absent Federal funding.

More than one category can be identified.

- Neighborhood and Multi-Family Charging: Provide convenient, affordable access to charging infrastructure in public or shared private locations within walking distance of where future EV owners live, potentially including multi-family properties and curbside installations in urban neighborhoods. Projects should seek to advance low-cost solutions with light construction when possible (e.g., pole-based charging) and take advantage of charge management technology to minimize site power requirements. Charging projects in this category are likely to be Level 2 installations (alternating current charging no more than 19.2 kW per port) given proximity to homes with long duration charging potential and challenges associated with upgrading electric service in

dense neighborhoods. However, applicants are allowed to propose direct current fast charging solutions when appropriate. Projects should address innovative ways to navigate challenges such as curbside access, reservation/convenient availability, reliability, and management of limited spaces. The DOT encourages collaboration between applicants, right-of-way (ROW)/property owners, and electric utilities during the application, installation, and maintenance of charging infrastructure.

- Multi-Modal Hubs and Shared-Use Fleets and Services: Seek to connect or promote rental vehicle, taxi, carshare, ride-share, ride-hail, bicycle, micromobility, microtransit, and other electrified or alternative fuel multi-passenger or active mobility options that provide alternatives to individual vehicle ownership.

  Projects may also seek to connect national freight corridors with local delivery providers and fleets, such as urban depots charging for light- and medium-duty vehicles.

- Multi-Purpose Workplace and Destination Charging: Destination charging that corresponds to locations where vehicles are likely to be parked for an extended period of time facilitates convenience and often allows for lower-power, low-cost charging. Many of these locations, when publicly accessible, can serve multiple purposes allowing employees, customers, or visitors to use a location to both park and charge their vehicle and creating additional utility to these locations in both rural and urban communities. Projects should seek to identify these commonly used popular locations to increase access to charging

and facilitate low-cost, lower power charging. Charging speeds should be aligned with typical parking times for a given location, allowing drivers to depart with a meaningful increase in driving range.

- Community Fleets and Freight: Enable local medium- and heavy-duty electrification and alternative fuel use for Class 3 through Class 8 Vehicle fleets for use cases including, but not limited to municipal services, first-mile/last-mile, and hybrid deployments that combine dedicated infrastructure for medium- and heavy-duty vehicles with co-deployed charging for light-duty passenger vehicles. The deployment of these projects should align with Phases 1, 2, or 3 of the National Zero Emission Freight (ZEF) Corridor Strategy, as specified in the Appendix for each Phase.

Corridor Program

I. Description of project location, including a detailed geographical description of the proposed project, a map of the project's location and connections to existing transportation infrastructure, geospatial data describing the project location(s) (e.g., ESRI shapefiles, latitude/longitude coordinates, intersections, specific addresses, etc.), the number of EV charging ports/alternative fueling dispensers expected at each project site, and how traffic and pedestrian safety considerations will be addressed for users accessing the site and nearby destinations. Applicants should provide as much information as possible about the location of the project site(s) and the number of EV charging ports/alternative fueling dispensers, keeping in mind the award is limited to the project and location as described in the application. If there is some uncertainty regarding the location or number of EV charging ports/alternative fueling dispensers, this should be described in detail in the application and the potential sites and EV charging

ports/alternative fueling dispensers discussed. As described in section V below, Corridor program applicants should identify availability of on-site amenities.

Applicants must address how their project appropriately mitigates any safety risks introduced by the project for all users, including pedestrians accessing nearby destinations. Prior to receiving funds, all projects are expected to, at a minimum, identify and mitigate to the extent practicable any significant safety risks that could result after the project completion. Applicants should include how their project will ensure safety of all users and not negatively impact the overall safety of the traveling public. Applicants should also consider the NRSS[52] when addressing how the projects will support the goal of achieving zero roadway death though a Safe Systems Approach.

II. Description of how public accessibility of charging or fueling infrastructure proposed to be funded with a grant under this subsection has been considered, including charging or fueling connector types and publicly available information on real-time availability and payment methods to ensure secure, convenient, fair, and equal access.[53]

III. Description of outcomes from collaborative engagement with stakeholders (including automobile manufacturers, utilities, infrastructure providers, technology providers, electric charging, hydrogen, propane, and natural gas fuel providers, metropolitan planning organizations, States, Indian Tribes, and units of local governments, fleet owners, shared mobility operators, fleet managers, fuel station owners and operators, labor organizations, infrastructure construction and component parts suppliers, and multi-State and regional entities) that address the following for EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure:

[52] https://www.transportation.gov/NRSS
[53] (23 U.S.C. § 151 (f)(4)(A)(i))

- Foster enhanced, coordinated, public-private or private investment;
- Expand deployment;
- Protect personal privacy and ensure cybersecurity; and
- Ensure that a properly trained workforce is available to construct and install infrastructure (23 U.S.C. § 151 (f)(4)(A)(ii)).

IV. Identify whether the location of the station or fueling site considered the following:

- The availability of onsite amenities for vehicle operators, such as restrooms or food facilities. Applicants are encouraged to identify other onsite and nearby amenities such as WiFi availability and protection from the weather;
- Access in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.);
- Height and fueling capacity requirements for facilities that charge or refuel large vehicles, such as semi-trailer trucks; and
- Appropriate distribution to avoid redundancy and fill charging or fueling gaps (23 U.S.C. § 151 (f)(4)(A)(iii)).

V. Details to ensure infrastructure installation that can be responsive to technology advancements, such as accommodating autonomous vehicles, vehicle-to-grid technology, and future charging methods (23 U.S.C. § 151 (f)(4)(A)(iv)).

VI. Discussion about the long-term operation and maintenance of the EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure, to avoid stranded assets and protect the investment of public funds in that

infrastructure (23 U.S.C. § 151 (f)(4)(A)(v)).[54] For example, applicants could include data such as fuel supply availability (e.g., the specific electric utility tariff(s) under which the applicant intends to take service), expected average use levels over time, and long-term operation and maintenance agreements.

VII. Assessment of the estimated emissions that will be reduced through the use of EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure, which shall be conducted using the Alternative Fuel Life-Cycle Environmental and Economic Transportation (AFLEET) CFI Emissions tool[55] developed by Argonne National Laboratory (or a successor tool) (23 U.S.C. § 151 (f)(4)(B)).

VIII. Description of how the project improves the AFCs by expanding the deployment of public EV charging infrastructure, particularly DC fast charging infrastructure or hydrogen, propane or natural gas fueling infrastructure along FHWA-designated AFCs. The application should indicate how the project: (1) will contribute to the conversion of corridor-pending corridors to corridor-ready corridors by filling infrastructure gaps; (2) will help meet current or anticipated excess demand for corridor charging or alternative fueling infrastructure; and (3) will provide infrastructure to support greater adoption of light- or medium- and heavy-duty alternative fuel vehicles.

IX. Additional Project Narrative Information. Applicants should specify the reasons for which CFI Corridor Program funding is being requested and demonstrate that the proposed project is not duplicative with the NEVI Formula Program or previous FHWA CFI awards. FHWA is interested in corridor charging and fueling deployment projects in several focus areas. As applicable, applicants are encouraged to indicate which focus area(s) their proposed project

[54] Also see 23 CFR § 680.106(i)
[55] AFLEET CFI Tool (anl.gov)

address(es) and how the project contributes to the build-out of a national corridor network. More than one category can be identified.

- Demonstrate Build-Out of AFCs: Expand deployment of EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure along designated AFCs. Infrastructure projects of interest can expand existing or add new charging and fueling infrastructure for light-duty, medium-duty, and heavy-duty vehicles.
- Zero Emission Corridors for Medium- and Heavy-Duty Vehicles: Enable zero emission movement of goods, connect distribution hubs, and connect population centers. Projects may also seek to connect national freight corridors with local delivery providers and fleets, such as urban depot charging for light- and medium-duty vehicles. Projects may also leverage other funding for alternative fuel infrastructure at ports or depots along corridors. The deployment of these projects should align with Phases 1 or 2 of the National Zero Emission Freight (ZEF) Corridor Strategy [56] Medium- and heavy-duty infrastructure applications should include explicit fleet commitments to use the infrastructure.
- Long Dwell Time Locations Along AFCs: Charging and fueling infrastructure that correlates to locations where vehicles are parked for extended periods of time can enhance driver convenience and, in some cases, significantly reduce costs. In the case of EV charging, long dwell time locations can meet driver demands and reduce the potential electric demand of EVs through lower power

[56] driveelectric.gov/files/zef-corridor-strategy.pdf

charging. Many long dwell time locations, such as small downtowns, hotels/motels, park and ride facilities, parks, and campgrounds are located along corridors and can facilitate convenient, affordable travel.

FOR BOTH PROGRAMS

For both the Community Program and Corridor Program the project narrative should provide information as to how innovative payment approaches (such as contactless technology, mobile wallets, bundling with transit discounts and other benefits programs, etc.) will be used to ensure that low- and zero-emission transportation options are accessible to diverse populations, including the unbanked and underbanked. To the extent practicable, applicants should provide supporting data and documentation in a form that is directly verifiable by FHWA. FHWA may, but is not required to, request supplementary information, including additional data, to clarify supporting data and documentation submitted in an application, but FHWA encourages applicants to submit the most relevant and complete information they can provide. Supplementary information may be requested to determine with which category of grant the application best aligns. To ensure a fair and unbiased evaluation of applications submitted under this NOFO, FHWA will not request additional information to perfect incomplete applications.

FOR BOTH PROGRAMS

ii. Budget Information: Grant Funds, Sources and Uses of All Project Funding

Describe your overall budget and how funds will be spent on various portions of the project(s). Provide a budget narrative explaining each element of cost contained in the Standard Form 424C. Categorize your budget into uses such as project planning and development (such as costs for meaningful public involvement), ROW/acquisition costs, installation costs, operation costs, maintenance costs, educational activity costs, etc. The estimated amount of funds or percentages of funds to be spent in each category should be indicated as well as which entity is responsible for each cost. This section should also include any operating subsidies that will be

sought or have been obtained for EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure. However, identified operating subsidies are not subject to program limitations for operating assistance (i.e., operating assistance may not exceed the amount of a contract to acquire and install eligible infrastructure[57]) unless the funding source for the operating subsidy is through Title 23.

Describe your cost share and how you will satisfy the cost share requirements of the NOFO Section C.2.

Project budgets should show how different funding sources will share in each activity and present those data in dollars and percentages. The budget should identify other Federal funds, the applicant is applying for, has been awarded, or intends to use. Funding sources should be grouped into three categories: non-Federal, CFI Program, and other Federal with specific amounts from each funding source. The applicant should identify any named or planned sub-recipients or contractors in the application and describe compliance with or intention to comply with 2 CFR 200.

Provide a table showing the following as applicable: (1) the Federal funding requested for activities that are pre-NEPA and/or do not require NEPA approval; and (2) the Federal funding requested for activities that are post-NEPA approval (i.e., final design, ROW, construction).

For purposes of this NOFO and consistent with Title 23, the term construction is defined at 23 U.S.C. §101(a)(4), in part, as the supervising, inspecting, actual building, and incurrence of all costs incidental to the construction or reconstruction of a highway or any project eligible for assistance under this title, including bond costs and other costs relating to the issuance in accordance with section 122 of bonds or other debt financing instruments and costs incurred by

[57] 23 U.S.C. § 151(f)(6)(C)(ii-iii)

the State in performing Federal-aid project related audits that directly benefit the Federal-aid highway program.[58]

The Standard Form 424C should be supported by a budget narrative explaining each element of cost.[59]

FHWA reserves the right after an application is selected for award, to request additional supporting information and or documentation for purposes of confirming that costs proposed are allowable (2 CFR 200.403), reasonable (2 CFR 200.404) and allocable (2 CFR.405).

Except for the information properly marked as described in Section H., the Department may share application information within the Department or with other Federal Agencies if the Department determines that sharing is relevant to the respective program's objectives.

iii. Project Merit Criteria

The applicant should describe how the proposal meets the Project Merit Criteria list in Section E.1.iv.

iv. Project Readiness and Environmental Risk

[58] The 23 U.S.C. §101(a)(4) definition of construction continues to provide the following examples of what is included in the term: (A) assessing resilience, mapping (including the establishment of temporary and permanent geodetic control in accordance with specifications of the National Oceanic and Atmospheric Administration), and architectural-related services; assessing resilience, mapping (including the establishment of temporary and permanent geodetic control in accordance with specifications of the National Oceanic and Atmospheric Administration), and architectural-related services; (B) reconstruction, resurfacing, restoration, rehabilitation, and preservation; (C) acquisition of ROW; (D) relocation assistance, acquisition of replacement housing sites, and acquisition and rehabilitation, relocation, and construction of replacement housing; (E) elimination of hazards of railway-highway grade crossings; (F) elimination of roadside hazards; (G) improvements that directly facilitate and control traffic flow, such as grade separation of intersections, widening of lanes, channelization of traffic, traffic control systems, and passenger loading and unloading areas; (H) improvements that reduce the number of wildlife-vehicle collisions, such as wildlife crossing structures; and (I) capital improvements that directly facilitate an effective vehicle weight enforcement program, such as scales (fixed and portable), scale pits, scale installation, and scale houses.

[59] After applications are selected for award, the Government reserves the right to request from the applicant/selectee supporting information and/or documentation for the purpose of confirming that the elements of cost contained in the proposed budget are Allowable (2 CFR 200.403), Reasonable (2 CFR 200.404), and Allocable (2 CFR 200.405).

The application should include information that, when considered with the project budget information, is sufficient for FHWA to evaluate whether the project is reasonably expected to begin in a timely manner, and obligate awards before the deadline. To assist FHWA's determination of project readiness, application information should include:

- A detailed statement of work that focuses on the technical and engineering aspects of the project and describes in detail the project to be constructed;
- Discussion of energy source and storage needs, such as (1) a description of engagement or plans to engage with relevant utility providers to date, (2) whether utility upgrades will be needed to complete the project, and if other types of upgrades are needed, (3) whether utility designs have begun, been submitted, or are final;
- An assessment of real property and ROW acquisition necessary for the project or a statement that no acquisition is necessary;
- Information about the inclusion of this project (or a plan to having this project included) in the relevant State, metropolitan, and local planning documents[60];
- Any project approvals already obtained, including whether site assessments have taken place and whether permits have been issued or applied for;
- Identification of known or anticipated project risks and how they will be addressed;
- Discussion about any coordination or public engagement that has been completed or is on-going regarding this project;

[60] The planning requirements applicable to the Federal-aid highway program apply to all CFI Program Grant projects. In accordance with 23 U.S.C. §§ 134 and 135, all projects requiring an action by FHWA must be in the applicable plan and programming documents (e.g., metropolitan transportation plan, transportation improvement program (TIP), and statewide transportation improvement program (STIP)). Further, in air quality non-attainment and maintenance areas, all regionally significant projects, regardless of the funding source, must be included in the conforming metropolitan transportation plan and TIP. Inclusion in the STIP is required under certain circumstances. To the extent a project is required to be on a metropolitan transportation plan, TIP, or STIP, it will not receive a grant until it is included in such plans. Projects not currently included in these plans can be amended by the State and MPO. Projects that are not required to be in long range transportation plans, STIPs, and TIPs will not need to be included in such plans to receive a grant.

- Discussion about intentions for Disadvantaged Business Enterprise (DBE) participation or engagement;
- Discussion of how equity and accessibility requirements will be met;
- An anticipated project timeline or anticipated project milestone dates;
- Information about how 23 CFR Part 680 requirements, published on February 28, 2023, will be included; and
- Any other information that will demonstrate project readiness.

The application should also include information about the expected or anticipated environmental impacts of the project. To assist FHWA's environmental risk assessment, application information should include any National Environmental Policy Act (NEPA) reviews or approvals and permits that have already been completed or an anticipated timeline to obtain the necessary approvals and permits for the project. For more information on NEPA, see Section F.2.: Administrative and National Policy Requirements.

3. Unique Entity Identifier and System for Award Management (SAM)

Effective April 4, 2022, the Data Universal Numbering System (DUNS) number is no longer required for entities doing business with the Federal Government and has been replaced by the SAM UEI. As of that date, applicants are required to use a UEI issued during the SAM.gov registration process. Active registrants in SAM.gov have had their SAM UEI automatically assigned and it is currently viewable within SAM.gov. There is no additional action necessary for registered entities to take to obtain their SAM UEI. Each applicant is required to:

- Be registered in SAM before submitting their application;
- Provide a valid UEI in their application; and

- Continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by a Federal awarding Agency.

Please see https://www.grants.gov/web/grants/applicants/applicant-faqs.html#UEI for more information on the transition from DUNS to SAM UEI, including what UEI to enter into the UEI field on Grants.gov and on application package forms.

The FHWA may not make a Federal award to an applicant until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time the Federal awarding Agency is ready to make a Federal award, the Federal awarding Agency may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

NOTE TO APPLICANTS: The SAM.gov requires the registrant to provide a UEI number to complete the registration. These processes can take several weeks to complete so should be started well before the application deadline.

4. Submission Dates and Timelines

Applications must be submitted electronically through Grants.gov no later than 11:59 p.m., Eastern Time on **AUGUST 28, 2024.**

5. Intergovernmental Review

The CFI Program is not subject to the Intergovernmental Review of Federal Programs under EO 12372.

6. Funding Restrictions

Pre-CFI Program Grant award costs (costs incurred prior to execution of a grant agreement or authorization in Financial Management Information Systems) will not be reimbursed.

Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

i. Community Program

Under 23 U.S.C. § 151(f)(8)(K), grant funds may be used for educational and community engagement activities (e.g., projects to educate consumers on the availability of new charging and fueling to address range anxiety; projects that work with communities to identify their needs for new charging and fueling infrastructure) to develop and implement education programs through partnerships with schools, community organizations, and vehicle dealerships to support the use of zero-emission vehicles and associated infrastructure; however, this cost is capped at no more than 5 percent of the grant amount the recipient is awarded. As in the Corridor Program, under 23 U.S.C. § 151(f)(7), projects for propane fueling are limited to infrastructure for medium- and heavy-duty vehicles.

ii. Corridor Program

Under 23 U.S.C. § 151(f)(6)(A), grant funds shall only be used to contract with a private entity[61] for acquisition and installation of publicly accessible EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure that is directly related to the charging or fueling of a vehicle. As per 23 U.S.C.§ 151(f)(6)(C)(i-iii), operating assistance costs allocable to operating and maintaining publicly available EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure for the first 5 years of operations after the installation are allowable while the facility transitions to independent system operations and those costs may not exceed the amount of the contract to acquire and install publicly accessible

[61] The Federally Funded Research and Development Centers, including the National Renewable Energy Laboratory, are ineligible to be contracted as a private entity under this grant program.

charging or fueling infrastructure. Under 23 U.S.C. § 151(f)(6)(D)(i)-(iii), costs for the acquisition and installation of traffic control devices located in the ROW to provide directional information to publicly accessible EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure acquired, installed, or operated is limited to applicants that receive a grant and are using that grant for the traffic control devices and that cost may not exceed the amount of the contract to acquire and install publicly accessible charging or fueling infrastructure. Per 23 U.S.C. § 151(f)(7), projects for propane fueling are limited to infrastructure for medium- and heavy-duty vehicles.

7. Other Submission Considerations

i. Consideration of Applications

Only applicants who comply with all submission deadlines described in this NOFO and electronically submit valid applications through Grants.gov will be eligible for award. Applicants are strongly encouraged to make submissions in advance of the deadline.

ii. Late Applications

Applications received after the deadline will not be considered except in the case of unforeseen technical difficulties outlined below. Applicants experiencing technical issues with Grants.gov that are beyond the applicant's control must provide email notification to CFIgrants@dot.gov prior to the application deadline with the username of the registrant and details of the technical issue experienced. The applicant must provide:

- Details of the technical issue experienced;
- Screen capture(s) of the technical issues experienced along with corresponding Grants.gov "Grant tracking number";

- The "Legal Business Name" for the applicant that was provided in the SF-424;
- The Point of Contact name submitted in the SF-424;
- The UEI associated with the application; and
- The Grants.gov Help Desk Tracking Number.

To ensure a fair competition of limited discretionary funds, the following conditions are not valid reasons to permit late submissions: (1) failure to complete the Grants.gov and UEI registration processes before the deadline; (2) failure to follow Grants.gov instructions on how to register and apply as posted on its Website; (3) failure to follow all instructions in this NOFO; and (4) technical issues experienced with the applicant's computer or information technology environment.

After FHWA reviews all information submitted and contacts the Grants.gov Help Desk to validate reported technical issues, FHWA staff will contact late applicants to approve or deny a request to submit a late application through Grants.gov. The FHWA will not accept appeals of FHWA's decision to approve or deny a request for a late application. If the reported technical issues cannot be validated, late applications will be rejected as untimely.

iii. Compliance with Section 508 of the Rehabilitation Act of 1973

The DOT encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973. Section 508 guidelines are available at https://www.access-board.gov/ict/.

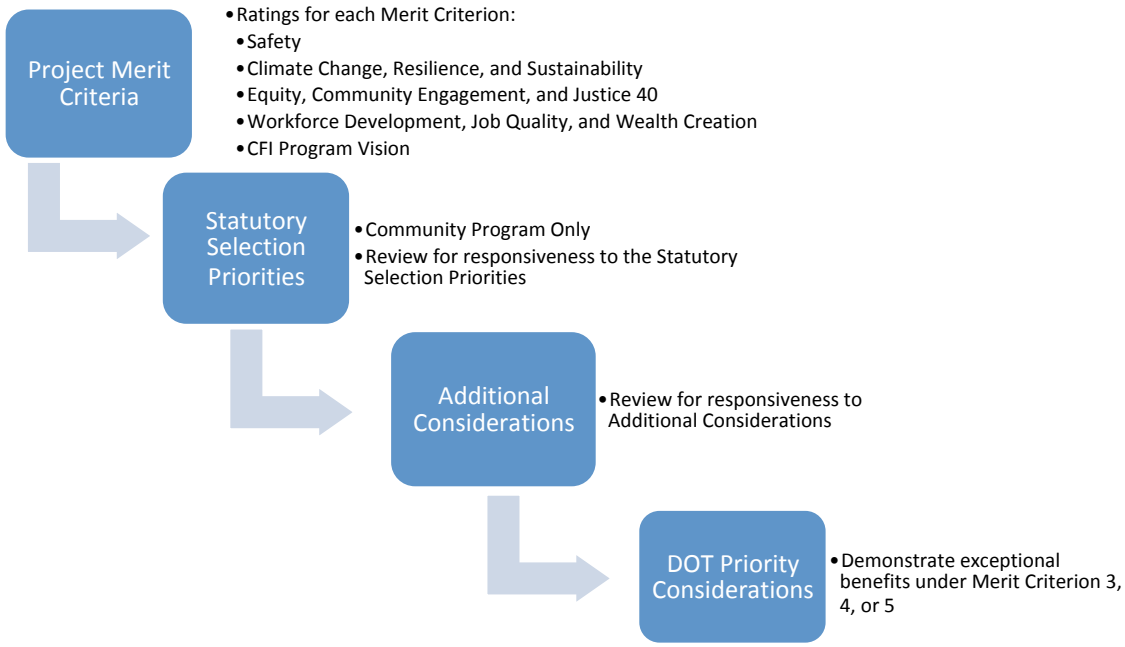
E. Application Review Information

1. Selection Criteria

i. Community Program

The FHWA will award CFI Community Program Grants based on screening of applicable eligibility requirements followed by evaluation of the Project Merit Criteria (Section E.1.iv.), Statutory Selection Priorities (Section E.1.v.), Additional Considerations (Section E.1.vi.), and DOT Priority Considerations (Section E.1.vii.) as shown in Figure 1, below and described in this Section.

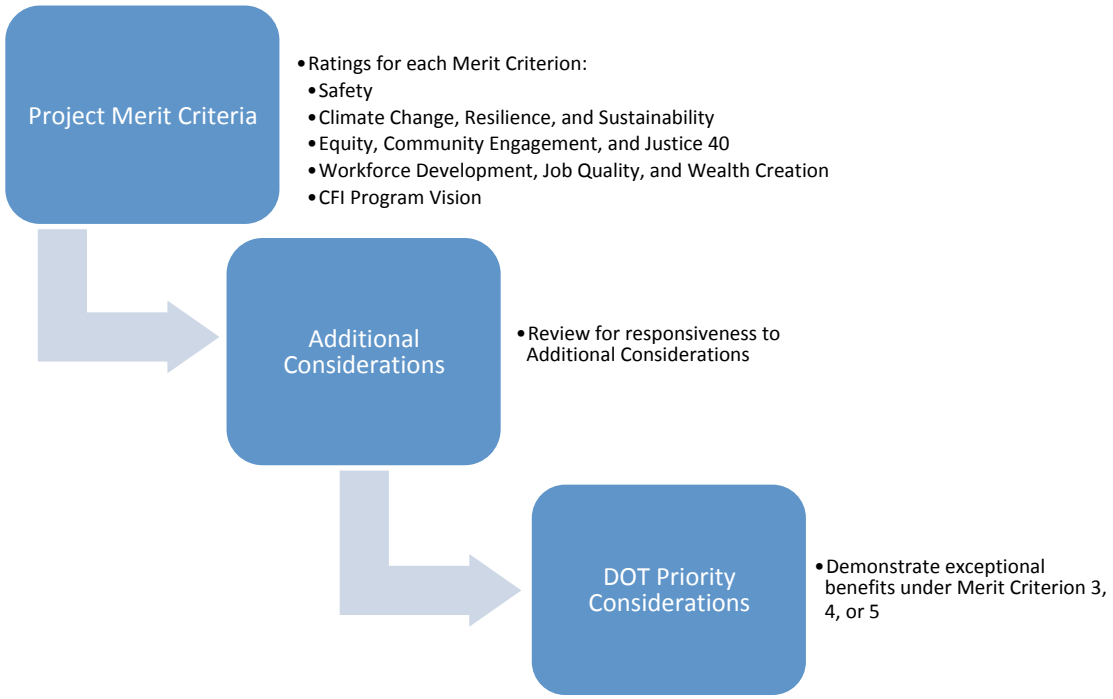
Figure 1: Community Program Selection Criteria for Eligible Projects



ii. Corridor Program

The FHWA will award CFI Corridor Program Grants based on screening of applicable eligibility requirements, followed by evaluation of the Project Merit Criteria (Section E.1.iv.), Additional Considerations (Section E.1.vi.), and DOT Priority Considerations (Section E.1.vii.) as shown in Figure 2, below and described in this Section.

Figure 2: Corridor Program Evaluation for Eligible Projects



iii. Overall Application Rating

If a project does not meet the applicable eligibility requirements (Section C.), the application will not be further evaluated. Based on evaluation of the Project Merit Criteria listed below, DOT will assign each eligible project an overall rating of highly recommended, recommended, or not recommended for each of the grant programs for which the applicant is applying. A **Highly Recommended** project is one that meets all statutory eligibility criteria, receives a rating of Highly Qualified in at least 3 of the 5 Project Merit Criteria described below, receives at least a rating of Qualified for each of the Project Merit Criteria described below. A **Recommended** project is one that meets all statutory eligibility criteria and receives at least a rating of Qualified for each of the Project Merit Criteria described below. A **Not Recommended** project is one that does not meet one or more of the statutory eligibility criteria or receives a

rating of Not Qualified for any of the Project Merit Criteria described below. When a project is determined to be Not Recommended at any time during the review, DOT will discontinue further evaluation under remaining criteria.

iv. Project Merit Criteria

The DOT has designated five project criteria which will be used to evaluate and rate the merit of an application, as follows.

a. Criterion 1 Safety

Applicants must address how their project appropriately mitigates any safety risks introduced by the project. Prior to receiving funds, all projects are expected to, at a minimum, identify and mitigate to the extent practicable any significant safety risks that could result after the project completion. Applicants should address how their project will not negatively impact the overall safety of the traveling public. Applicants should also consider the NRSS[62] when addressing how the projects will support the goal of achieving zero roadway death though a Safe Systems Approach.

Highly Qualified	**Qualified**	**Not Qualified**
The application demonstrates that the project will (must demonstrate all):	The application demonstrates that the project will (must demonstrate at least one):	The application contains insufficient information to allow reviewers to assess whether the project will demonstrate any of the following items:
(1) Provide positive safety benefits for all users; ***AND*** (2) Does not negatively impact safety for all users; ***AND*** (3) Promote safety through design.	(1) Provide positive safety benefits for all users; ***OR*** (2) Does not negatively impact safety for all users; ***OR*** (3) Promote safety through design.	(1) Provide positive safety benefits for all users; (2) Does not negatively impact safety for all users; ***OR*** (3) Promote safety through design.

[62] https://www.transportation.gov/NRSS

b. Criterion #2 Climate Change, Resilience, and Sustainability

Applicants must address how the project will consider climate change, resilience, and environmental justice in the planning stage and in project delivery. Applicants are encouraged to use the DOT Navigator Climate checklist in responding to this criteria. In particular, applicants must address the extent to which the project reduces greenhouse gas emissions in the transportation sector, incorporates evidence-based climate resilience measures and features, advances objectives in the National Climate Resilience Framework, and reduces the lifecycle greenhouse gas emissions from the project materials. Applicants also must address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, endangered species, and resiliency to natural disasters, with a focus on prevention, response, and recovery.

Highly Qualified	**Qualified**	**Not Qualified**
The application demonstrates that the project will (must demonstrate all): (1) Significantly reduce greenhouse gas emissions in the transportation sector. For the Community Program, although not required, applicants are encouraged to use tools to demonstrate estimated emission reductions and explain the significance of reductions. For the Corridor Program, the use of AFLEET[63] to estimate emission reductions required; ***AND*** (2) Incorporate	The application demonstrates that the project will (must demonstrate at least one): (1) Significantly reduce greenhouse gas emissions in the transportation sector. For the Community Program, although not required, applicants are encouraged to use tools to demonstrate estimated emission reductions and explain the significance of reductions. For the Corridor Program, the use of AFLEET to estimate emission reductions required; ***OR*** (2) Incorporate evidence-based climate resilience measures or	The application contains insufficient information to allow reviewers to assess whether the project will demonstrate any of the following items: (1) Significantly reduce greenhouse gas emissions in the transportation sector. For the Community Program, although not required, applicants are encouraged to use tools to demonstrate estimated emission reductions and explain the significance of reductions. For the Corridor Program, the use of AFLEET

[63] Corridor Program emissions estimates must be conducted using the Alternative Fuel Life-Cycle Environmental and Economic Transportation (AFLEET) CFI Emissions tool developed by Argonne National Laboratory (or a successor tool) (23 U.S.C. § 151 (f)(4)(B)). AFLEET CFI Tool (anl.gov)

evidence-based climate resilience measures or features, and addresses the Federal Flood Risk Mitigation Standard as updated by EO 13690, as appropriate; ***AND*** (3) Consider climate change, resilience, and environmental justice in project planning and delivery; ***AND*** (4) address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, as well as address disproportionate negative impacts of climate change and pollution on disadvantaged communities, including natural disasters, with a focus on prevention, response, and recovery.	features, and addresses the Federal Flood Risk Mitigation Standard as updated by EO 13690, as appropriate; ***OR*** (3) Consider climate change, resilience, and environmental justice in project planning and delivery; ***OR*** (4) address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, as well as address disproportionate negative impacts of climate change and pollution on disadvantaged communities, including natural disasters, with a focus on prevention, response, and recovery.	to estimate emission reductions required; (2) Incorporate evidence-based climate resilience measures or features, and addresses the Federal Flood Risk Mitigation Standard as updated by EO 13690, as appropriate; (3) Consider climate change, resilience, and environmental justice in project planning and delivery; ***OR*** (4) address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, as well as address disproportionate negative impacts of climate change and pollution on disadvantaged communities, including natural disasters, with a focus on prevention, response, and recovery.

c. Criterion #3 Equity, Community Engagement, and Justice40

Applicants must address how their project will include an equity assessment which evaluates whether a project will create proportional impacts and remove transportation related disparities to all populations in a project area. To be highly qualified, applicants should demonstrate that 40 percent of funds received under this program will benefit disadvantaged communities using the Climate and Economic Justice Screening Tool (CEJST),[64] considering the following parameters based on community type. Projects will be considered to benefit disadvantaged communities if

[64] https://screeningtool.geoplatform.gov/

they are 1) within Tribal lands owned by Federally Recognized Tribes, 2) within a rural community (outside of a census defined urbanized area), 3) within a disadvantaged community in a census defined urbanized area, or 4) within a ½-mile buffer of a disadvantaged community in a census defined urbanized area. Applicants should demonstrate how meaningful public involvement[65], inclusive of disadvantaged communities, will occur throughout a project's life cycle. Projects should demonstrate, to the extent possible, that outcomes should target benefits towards disadvantaged communities. Applicants should address how project benefits will increase affordable transportation options, improve safety, connect Americans to good-paying jobs, fight climate change, and improve access to resources and quality of life.

Highly Qualified	**Qualified**	**Not Qualified**
The application demonstrates that the project will (must demonstrate all): (1) include an equity analysis which evaluates whether a project will create proportional impacts and remove transportation related disparities to all populations in a project area. Applicants must use the CEJST in their assessment to demonstrate benefits towards disadvantaged communities; ***AND*** (2) include meaningful public engagement throughout a project's life cycle ***AND*** (3) increase affordable transportation options, improve safety, connect Americans to good-paying jobs, fight climate change, or improve access to resources and quality of life; ***AND*** (4)	The application demonstrates that the project will (must demonstrate at least one): (1) include an equity analysis which evaluates whether a project will create proportional impacts and remove transportation related disparities to all populations in a project area. Applicants must use the CEJST in their assessment to demonstrate benefits towards disadvantaged communities; ***OR*** (2) include meaningful public engagement throughout a project's life cycle ***OR*** (3) increase affordable transportation options, improve safety, connect Americans to good-paying jobs, fight climate change, or improve access to resources and quality of life; ***OR*** (4)	The application contains insufficient information to allow reviewers to assess whether the project will demonstrate any of the following items: (1) include an equity analysis which evaluates whether a project will create proportional impacts and remove transportation related disparities to all populations in a project area Applicants must use the CEJST in their assessment to demonstrate benefits towards disadvantaged communities; (2) include meaningful public engagement throughout a project's life cycle; (3) increase affordable transportation options, improve safety, connect Americans to good-paying

[65] https://www.transportation.gov/priorities/equity/promising-practices-meaningful-public-involvement-transportation-decision-making

enable all people within the multimodal transportation networks to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease; ***AND*** (5) address, as applicable, the unique challenges rural and Tribal communities face related to mobility and economic development, including isolation, transportation cost burden, and traffic safety (consistent with DOT's Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative) if geographically relevant to the project OR indicate that this is not relevant; ***AND*** (6) incorporate and support integrated land use, economic development and transportation planning to improve the movement of people and goods and local fiscal health, facilitates greater public and private investments and strategies in land-use productivity, including rural main street revitalization or increase in the production or preservation of location-efficient housing.	enable all people within the multimodal transportation networks to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease; ***OR*** (5) address, as applicable, the unique challenges rural and Tribal communities face related to mobility and economic development, including isolation, transportation cost burden, and traffic safety (consistent with DOT's Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative) if geographically relevant to the project OR indicate that this is not relevant; ***OR*** (6) incorporate and support integrated land use, economic development and transportation planning to improve the movement of people and goods and local fiscal health, facilitates greater public and private investments and strategies in land-use productivity, including rural main street revitalization or increase in the production or preservation of location-efficient housing.	jobs, fight climate change, or improve access to resources and quality of life; (4) enable all people within the multimodal transportation networks to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease; (5) address, as applicable, the unique challenges rural and Tribal communities face related to mobility and economic development, including isolation, transportation cost burden, and traffic safety (consistent with DOT's Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative) if geographically relevant to the project OR indicate that this is not relevant; ***OR*** (6) incorporate and support integrated land use, economic development and transportation planning to improve the movement of people and goods and local fiscal health, facilitates greater public and private investments and strategies in land-use productivity, including rural main street revitalization or increase in the production or preservation of location-efficient housing.

d. Criterion #4 Workforce Development, Job Quality, and Wealth Creation

Applicants must address how their project will create good-paying jobs with free and fair choice to join a union, including through the use of project labor agreements, promote investments in

high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); and adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations.[66] Applicants should address how the project promotes local inclusive economic development and entrepreneurship, including prioritizing the use of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.[67]

Highly Qualified	**Qualified**	**Not Qualified**
The application demonstrates that the project will (must demonstrate all): (1) create good-paying jobs with free and fair choice to join a union and expand strong labor standards including, but not limited to the use of project labor agreements; ***AND*** (2) promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); ***AND*** (3)	The application demonstrates that the project will (must demonstrate at least one): (1) create good-paying jobs with free and fair choice to join a union and expand strong labor standards including, but not limited to the use of project labor agreements; ***OR*** (2) promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with	The application contains insufficient information to allow reviewers to assess whether the project will demonstrate any of the following items: (1) create good-paying jobs with free and fair choice to join a union and expand strong labor standards including, but not limited to the use of project labor agreements; (2) promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in

[66] https://www.fhwa.dot.gov/construction/hiringpreferences/qanda060822/

[67] Nothing in this criterion is intended to conflict with DOT's DBE Program regulations at 49 CFR part 26. The use of DBE or firms that may be certified for participation in other applicable Federal, State, or local programs must be consistent with DOT DBE.

use hiring policies and provide a workplace culture to promote the entry and retention of underrepresented populations; ***AND*** (4) promote local inclusive economic development and entrepreneurship such as the use of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.	convictions, etc.); ***OR*** (3) utilize hiring policies and provide a workplace culture to promote the entry and retention of underrepresented populations; ***OR*** (4) promote local inclusive economic development and entrepreneurship such as the use of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.	infrastructure jobs (people with disabilities, people with convictions, etc.); (3) use hiring policies and provide a workplace culture to promote the entry and retention of underrepresented populations; ***OR*** (4) promote local inclusive economic development and entrepreneurship such as the utilization of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

e. Criterion #5 CFI Program Vision

Applicants must describe how their project will fulfill the CFI Program Vision by expanding the deployment of EV charging and alternative fuels through community-based infrastructure in the Community Program and Alternative Fueling Corridor Networks in the Corridor Program.

Highly Qualified	Qualified	Not Qualified
For Community Programs, A. The application demonstrates the project ***WILL***: (1) equitably expand the deployment of public EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure in publicly accessible locations for use by the community, including but not limited to local businesses; retail centers; municipal and local community sites; intermodal transportation facilities, parking facilities, multimodal hubs, multiunit dwellings, workplaces, commercial	**For Community Programs**, A. The application demonstrates the project ***MAY***: (1) equitably expand the deployment of public EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure in publicly accessible locations for use by the community, including but not limited to local businesses; retail centers; municipal and local community sites; intermodal transportation facilities, parking facilities, multimodal hubs, multiunit dwellings, workplaces, commercial districts, tourism destinations	**For Community Programs**, A. The application contains insufficient information to allow reviewers to assess whether the project ***WILL*** or ***MAY*** demonstrate any of the following items: (1) equitably expand the deployment of public EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure in publicly accessible locations for use by the community, including but not limited to local businesses; retail centers; municipal and local community sites; intermodal transportation facilities,

districts, tourism destinations and cultural sites; public parks and recreational destinations, and other frequented site host locations in the local community; **AND** (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling pumps to be constructed at each project site. B. In addition, the application demonstrates that the project ***will address one of the following focus areas*** in Section D.2.i.: (1) neighborhood and multi-family charging; (2) multi-modal hubs and shared-use fleets and services; (3) multi-purpose workplace and destination charging; ***OR*** (4) community fleets and freight. ***OR*** **For Corridor Programs**, A. The application demonstrates the project ***WILL***: (1) expand deployment of public DC fast charge EV charging port infrastructure, or hydrogen, propane or natural gas fueling infrastructure along FHWA-designated AFCs that would enable or accelerate the construction of	and cultural sites; public parks and recreational destinations, and other frequented site host locations in the local community; **OR** (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling pumps to be constructed at each project site. B. In addition, the application demonstrates that the project ***may address one of the following focus areas*** in Section D.2.i.: (1) neighborhood and multi-family charging; (2) multi-modal hubs and shared-use fleets and services; (3) multi-purpose workplace and destination charging; ***OR*** (4) community fleets and freight. ***OR*** **For Corridor Programs**, A. The application demonstrates the project ***WILL***: (1) expand deployment of public DC fast charge EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure along FHWA-designated AFCs that would enable or accelerate the construction of charging or fueling	parking facilities, multimodal hubs, multiunit dwellings, workplaces, commercial districts, tourism destinations and cultural sites; public parks and recreational destinations, and other frequented site host locations in the local community; **OR** (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling pumps to be constructed at each project site. B. In addition, the application ***contains insufficient information to allow reviewers to assess whether the project WILL or MAY demonstrate any of the following focus areas*** in Section D.2.i.: (1) neighborhood and multi-family charging; (2) multi-modal hubs and shared-use fleets and services; (3) multi-purpose workplace and destination charging; ***OR*** (4) community fleets and freight. ***OR*** **For Corridor Programs**, A. The application contains insufficient information to allow reviewers to assess whether the project ***WILL*** or ***MAY*** demonstrate any of the following items: (1) expand deployment of public DC fast charge EV

charging or fueling infrastructure that would be unlikely to be completed without Federal assistance; **AND** (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling dispensers to be constructed at each project site. B. In addition, the application demonstrates that the project ***WILL address one of the following focus areas*** in Section D.2.i.: (1) demonstrate build-out of AFCs; ***OR*** (2) zero emission corridors for medium- and heavy-duty vehicles; ***OR*** (3) long dwell time locations along AFCs.	infrastructure that would be unlikely to be completed without Federal assistance; **OR** (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling dispensers to be constructed at each project site. B. In addition, the application demonstrates that the project ***MAY address one of the following focus areas*** in Section D.2.i.: (1) demonstrate build-out of AFCs; ***OR*** (2) zero emission corridors for medium- and heavy-duty vehicles; ***OR*** (3) long dwell time locations along AFCs.	charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure along FHWA-designated AFCs that would enable or accelerate the construction of charging or fueling infrastructure that would be unlikely to be completed without Federal assistance; **OR** (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling dispensers to be constructed at each project site. B. In addition, the application ***contains insufficient information to allow reviewers to assess whether the project WILL or MAY demonstrate any of the following focus areas*** in Section D.2.i.: (1) demonstrate build-out of AFCs; ***OR*** (2) zero emission corridors for medium- and heavy-duty vehicles; ***OR*** (3) long dwell time locations along AFCs.

v. Statutory Selection Priorities – Community Program Only

The Statutory Selection Priorities only apply to projects for the CFI Community Program:

(1) Priority goes to projects that expand access to EV vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure within rural areas (23 U.S.C. § 151(f)(8)(F)(i));

(2) Priority goes to projects that expand access to EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure within low- and moderate-income neighborhoods (23 U.S.C. § 151(f)(8)(F)(ii)); and

(3) Priority goes to projects that expand access to EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure within communities with a low ratio of private parking spaces to households or a high ratio of multiunit dwellings to single family homes, as determined by the Secretary (23 U.S.C. § 151(f)(8)(F)(iii)).

vi. Additional Considerations

Community Program Considerations

For the Community Program, DOT will then consider the extent to which the project complements and does not duplicate existing Federal investments such as those in the NEVI Formula Program, contribute to geographic diversity among eligible entities, including achieving a balance between urban and rural communities[68] and the extent to which the project meets current or anticipated market demands for charging or fueling infrastructure, including faster charging speeds with high-powered capabilities necessary to minimize the time to charge or refuel current and anticipated vehicles.[69] DOT will also consider, based on the application, whether the project is reasonably expected to begin in a timely manner, obligate awards before the deadline, and how quickly they are planned to be completed and made available for use by the traveling public.

Corridor Program Considerations

[68] 23 U.S.C. § 151(f)(8)(G)(i)
[69] 23 U.S.C. § 151(f)(8)(G)(ii)

After completing the merit review, for the Corridor Program, DOT will consider the extent to which the projects complement and do not duplicate existing Federal investments such as those in the NEVI Formula Program and improve alternative fueling corridor networks by converting corridor-pending corridors to corridor-ready corridors or in the case of corridor-ready corridors, providing redundancy (aa) to meet excess demand for charging or fueling infrastructure; or (bb) to reduce congestion at existing charging or fueling infrastructure in high-traffic locations[70] through identification of existing[71] and planned[72] locations. The DOT will consider the extent to which a project would meet current or anticipated market demands for corridor charging or alternative fueling infrastructure,[73] would support a long-term competitive market for charging or alternative fueling and does not significantly impair existing charging and infrastructure providers[74] through an analysis of the estimated charging or alternative fueling demand at the proposed infrastructure locations coordinated to avoid infrastructure overlap. The DOT will consider the extent to which the project would enable or accelerate the construction of charging or fueling infrastructure that would be unlikely to be completed without Federal assistance[75] as a result of meaningful public engagement with communities that have lacked private investment in vehicle charging or alternative fuel infrastructure. The DOT will consider the extent to which the project would deploy EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure for medium- and heavy-duty vehicles (including along the National Highway Freight Network established under section 167(c) and in proximity to intermodal transfer stations[76] by identifying if the

[70] 23 U.S.C. § 151(f)(5)(A)(i)(I) and (II) (aa) and (bb)
[71] https://afdc.energy.gov/station
[72] https://www.fhwa.dot.gov/environment/nevi/ev_deployment_plans/
[73] 23 U.S.C. § 151(f)(5)(A)(ii)
[74] 23 U.S.C. § 151(f)(5)(A)(iv)
[75] 23 U.S.C. § 151(f)(5)(A)(iii)
[76] 23 U.S.C. § 151(f)(5)(A)(vi)

proposed infrastructure would be located at, near, or enroute to an intermodal coastal or inland port facility, and if yes, describe whether and how the proposed charging or alternative fuel infrastructure will be designed and scaled to accommodate medium- and heavy-duty alternative fuel vehicles. The DOT will consider the extent to which projects support the National Zero-Emission Freight Corridor Strategy[77] and the FHWA Freight Electric Vehicle Corridor designations[78]. The DOT will consider the extent to which the project would ensure, to the maximum extent practicable, geographic diversity among grant recipients to ensure that EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure is available throughout the United States.[79] The DOT will also consider the extent to which the private entity that the eligible entity contracts for an eligible project (i) submits to the Secretary the most recent year of audited financial statements and (ii) has experience in installing and operating EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure[80] as evidenced by discussion in the narrative and provided resumes (not to exceed 2 pages per resume) for key participating team members. The DOT will also consider the extent to which, to the maximum extent practicable, the eligible entity and the private entity that the eligible entity contracts for an eligible project enter into an agreement (i) to operate and maintain publicly available EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas infrastructure and (ii) that provides a remedy and an opportunity to cure if the requirements described in clause (i) are not met.[81] DOT will also consider, based on the application, whether the project is reasonably expected to begin in a timely manner, obligate awards before the

[77] driveelectric.gov/files/zef-corridor-strategy.pdf
[78] https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/freight_ev_corridors/
[79] 23 U.S.C. § 151(f)(5)(B)
[80] 23 U.S.C. § 151(f)(5)(C)(i) and (ii)
[81] 23 U.S.C. § 151(f)(5)(D)(i) and (ii)

deadline, and how quickly they are planned to be completed and made available for use by the traveling public.

vii. DOT Priority Considerations

The following are DOT Priority Considerations for the CFI Program, which apply to BOTH the Community and Corridor Programs. After completing the project merit review, DOT will prioritize Highly Recommended projects and Recommended projects that are responsive to the applicable Statutory Selection Priorities (Community Program only) and Additional Considerations, and that demonstrate exceptional benefits under Merit Criterion #3 Equity, Community Engagement, and Justice40, Merit Criterion #4 Workforce Development, Job Quality, and Wealth Creation, and/or Merit Criterion #5 CFI Program Vision.

2. Review and Selection Process

The FHWA will evaluate applicants for the CFI Program Grants in accordance with the evaluation process described below. The FHWA CFI Program Manager will conduct an application intake and eligibility review by providing an initial eligibility screening based on the respective statutory eligibility criteria under Section C of the NOFO. Only eligible projects will be evaluated against the selection criteria described above.

i. Review Process

The FHWA will establish a Technical Review Team to review each eligible application for Community and Corridor funding categories. The Technical Review Team may be composed of individuals from FHWA Office of Planning, Environment and Real Estate, other FHWA Offices, Office of the Secretary, other DOT Administrations, the Joint Office of Energy and Transportation, and the U.S. Department of Energy. They will review each application against the Project Merit Criteria to assign an overall rating of "Highly Recommended," "Recommended," or "Not Recommended," as defined under Section E.1.iv. to each application.

After assignment of the overall rating, the Technical Review Team will prioritize the Highly Recommended and Recommended applications for responsiveness to the Statutory Selection Priorities (Community Program only), Additional Considerations, and DOT Priority Considerations as described under Section E.1.v-vii.

ii. Selection Process

The Technical Review Team will send to the FHWA Senior Review Team (SRT) the overall project rating for each grant application and the evaluation of responsiveness to the Statutory Selection Priorities (Community Program only), Additional Considerations, and DOT Priority Considerations for Highly Recommended and Recommend projects.

The FHWA SRT will determine which projects to advance to the FHWA Administrator as recommended for funding. The FHWA Administrator will determine which projects to advance to the Secretary, through the Under Secretary for Transportation Policy, as recommended for funding. The FHWA SRT will be the same for CFI and NEVI-10 Programs described in this NOFO.

The FHWA SRT will determine which Highly Recommended projects to advance to the FHWA Administrator. The FHWA SRT may also recommend for selection Recommended projects that are responsive to the Statutory Selection Priorities (Community Program only), Additional Considerations, and one or more of the DOT Priority Considerations. When recommending a Recommended project over a Highly Recommended project, the FHWA SRT will select Recommended projects by considering how well the project addressed the Statutory Selection Priorities (Community only), Additional Considerations and Project Merit Criteria. The FHWA SRT will also consider the number of merit criteria rated Highly Qualified and endeavor to ensure a geographically diverse award of projects when recommending a

Recommended project over a Highly Recommended project. The FHWA Administrator will determine which Highly Recommended projects, and any Recommended projects, to advance to the Secretary after considering the FHWA SRT recommendations including the responsiveness to the DOT Priority Considerations. The FHWA Administrator may advise the Secretary on options for reduced awards under either the Community or the Corridor Program.

The Secretary makes final project selections and will select among the projects advanced by the FHWA Administrator. The Secretary's selections identify the applications that best address the CFI Program Vision for Community and Corridor Grants, Project Merit Criteria, Statutory Selection Priorities (for Community Program), Additional Considerations, and DOT Priority Considerations.

3. Additional Information

The FHWA may, during the selection process, enter into discussions with an applicant that may include mutually agreeing upon a lesser amount of a potential award than originally requested in the application if necessary due to the quantity, size, and scope of the applications received in response to this NOFO and the results of the application review process. Discussions may include scalable project options as described under Section B.2. of this NOFO.

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR 200.206. The DOT must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM. An applicant may review information in SAM.gov and comment on any information about itself that a Federal awarding Agency previously entered. The FHWA will consider comments by the applicant, in addition to the other information in SAM.gov, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

F. Federal Award Administration Information

1. Award Notices

Following the evaluation outlined in Section E., the Secretary will announce awarded projects by posting a list of selected projects at CFI - Environment - FHWA (dot.gov).

Notice of selection is not authorization to begin performance or to incur costs for the proposed project. Following that announcement, FHWA will contact the point of contact listed in the SF 424 to initiate negotiation of the project agreement for authorization. Recipients of CFI Program Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds. Instead, FHWA will reimburse CFI Program Grant funds to recipients only after a project agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Unless authorized by FHWA in writing after FHWA's announcement of FY 2022 and FY 2023 CFI Program awards, any costs that a recipient incurs before FHWA executes a project agreement for that recipient's project are ineligible for reimbursement and are ineligible match for cost share requirements.

2. Administrative and National Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200, as adopted by DOT at 2 CFR Part 1201. Applicable Federal laws, rules, and regulations set forth in title 23, U.S.C., and title 23 of the CFR, shall apply to awards provided under this program. Awards are subject to all applicable Federal laws, rules, and regulations, including the Uniform Relocation and Real Property Acquisition Act (42 U.S.C. §§ 4601 et seq.; 49 CFR part 24) and National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321 et seq.; 40 CFR parts 1500 – 1508; 23 CFR part 771). Applicants should consider the appropriate level of review under NEPA. Eligible CFI projects are generally the type of actions that would not be expected to

result in significant environmental impacts. Several NEPA Categorical Exclusions (CE) may be applicable including those found at 23 CFR 771.117(c) and (d), depending on the scope of the action and the CEs conditions. One example of a CE that may apply to projects under this grant is the CE 23 CFR 771.117 (c)(23), however other CEs or other NEPA requirements may apply. In addition, DOT has adopted the Department of Energy's (DOE's) Electric Vehicle Charging Stations CE and it also may apply to projects under this NOFO.[82] Before a CE determination can be applied, the action must be analyzed to determine whether there are project impacts to natural, community, or historical resources (i.e., unusual circumstances that would require further analysis to determine whether the CE classification is appropriate (see 23 CFR 771.117(a-b)).

In connection with any program or activity conducted with or benefiting from funds awarded under this NOFO, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of DOT; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget (OMB). In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If FHWA determines that a recipient has failed to comply with applicable Federal requirements, FHWA may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

[82] https://www.federalregister.gov/documents/2023/09/20/2023-20238/notice-of-adoption-of-electric-vehicle-charging-stations-categorical-exclusion-under-the-national

EO 14005 directs the Executive Branch Departments and Agencies to maximize the use of goods, products, and materials produced in, and services offered in, the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. Any grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carriers Safety Regulations (FMCSR), or vehicles that are exempt from FMVSS or FMCSR in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

Critical Infrastructure Security, Cybersecurity, and Resilience: It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both physical and cyber threats, consistent with the National Security Memorandum on Critical Infrastructure Security and Resilience (NSM-22) and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (NSM-5). Each applicant selected for Federal funding under this NOFO must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the U.S. Department of Homeland Security, will be required to do so before receiving funds for construction. Information on cybersecurity performance goals can be found at https://www.cisa.gov/cpg. These performance goals provide a baseline set of cybersecurity practices broadly applicable across critical infrastructure with known risk-reduction value, a benchmark for critical infrastructure operators

to measure and improve their cybersecurity maturity, and a combination of recommended practices for IT and OT owners, including a prioritized set of security practices. Additionally, funding recipients must be in compliance with 2 CFR § 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

Domestic Preference Requirements: As expressed in EO 14005, 'Ensuring the Future Is Made in All of America by All of America's Workers' (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this NOFO are subject to the domestic preference requirement at Build America, Buy America Act (Pub. L. No 117-58, div. G §§ 70901–70927). The Department expects all applicants to comply with that requirement. However, to obtain a waiver, a recipient must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project.

Civil Rights and Title VI: As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR part 21), the ADA, and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Federal Contract Compliance: As a condition of grant award and

consistent with EO 11246, EEO (30 FR 12319, and as amended), all federally-assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for work being performed by people of color. Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing EO 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. The OFCCP will identify projects that receive an award under this NOFO and are required to participate in OFCCP's Mega Construction Project Program from a wide range of federally-assisted projects over which OFCCP has jurisdiction and that have a project cost above $35 million. Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined under "Scheduling" on the DOL Website: Construction Compliance Frequently Asked Questions | U.S. Department of Labor (dol.gov).

The applicability of Federal requirements to a project may be affected by the scope of the NEPA reviews for that project. For example, under 23 U.S.C. § 313(g), Buy America requirements apply to all contracts that are eligible for assistance under title 23, United States Code, and are carried out within the scope of the NEPA finding, determination, or decision regardless of the funding source of such contracts if at least one contract is funded with Title 23

funds. As another example, ADA regulations and Section 504 of the Rehabilitation Act of 1973 regulations apply to all projects funded under this NOFO.

Performance and Program Evaluation: As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by DOT or another Agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact 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 DOT 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 or DOT staff; (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 DOT staff.

Recipients and subrecipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an Agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges Federal awarding Agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." 5 U.S.C. § 311. Credible program evaluation activities are implemented with

relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

For grant recipients receiving an award, evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such costs may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR Part 200).

Project Signage and Public Acknowledgements: Recipients are encouraged for construction and non-construction projects to post project signage and to include public acknowledgments in published and other collateral materials (e.g., press releases, marketing materials, website, etc.) satisfactory in form and substance to DOT, that identifies the nature of the project and indicates that "the project is funded by the Bipartisan Infrastructure Law." In addition, recipients employing project signage are required to use the official Investing in America emblem in accordance with the Official Investing in America Emblem Style Guide. Costs associated with signage and public acknowledgments must be reasonable and limited. Signs or public acknowledgments should not be produced, displayed, or published if doing so results in unreasonable cost, expense, or recipient burden. The Recipient is encouraged to use recycled or recovered materials when procuring signs.

Climate Change and Environmental Justice Impact Consideration: Each applicant selected for CFI Program funding must demonstrate effort to consider climate change and environmental justice impacts as described in Section E.1.b. Projects that have not sufficiently considered climate change and environmental justice in their planning, as determined by the

DOT, will be required to do so before receiving funds for construction, consistent with EO 14008, *Tackling the Climate Crisis at Home and Abroad* (86 FR 7619).[83]

Equity and Barriers to Opportunity: Each applicant selected for CFI Program Grant funding must demonstrate effort to improve equity and reduce barriers to opportunity. Projects that have not sufficiently considered equity and barriers to opportunity in their planning, as determined by DOT, will be required to do so before receiving funds for construction, consistent with EO 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (86 FR 7009).[84]

Davis-Bacon Act: Recipients of an award under this program are also required to comply fully with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148; 23 U.S.C. § 109(s)(2); 23 U.S.C. § 113(a)), which requires all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by an award made available under this program, be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor.

DBE Program: Recipients of an award under this program are also required to comply fully with the DBE Program, which is a legislatively mandated DOT program that applies to Federal-aid highway dollars expended on federally-assisted contracts issued by DOT recipients in order to ensure nondiscrimination in the award and administration of DOT-assisted contracts, help remove barriers to the participation of DBEs in DOT-assisted contracts, and assist in the

[83] An illustrative example of how these requirements are applied to recipients can be found here: https://cms.buildamerica.dot.gov/buildamerica/financing/infra-grants/infra-fy21-fhwa-general-terms-and-conditions

[84] An illustrative example of how these requirements are applied to recipients can be found here: https://cms.buildamerica.dot.gov/buildamerica/financing/infra-grants/infra-fy21-fhwa-general-terms-and-conditions

development of firms that can compete successfully in the marketplace outside of the DBE Program. The DBE Program was most recently reauthorized by the Moving Ahead for Progress in the 21st Century Act (P.L. 112-141). Note that the DBE program requirements do not apply to projects funded with NEVI 10 funds.

Compliance with 23 CFR Part 680: Recipients of an award under this program are also required to comply fully with applicable sections of the National Electric Vehicle Infrastructure Standards and Requirements (23 CFR Part 680), which has certain requirements for EV charging infrastructure, including installation, operation, and maintenance requirements, interoperability and connectivity standards, minimum uptime requirements, data submission requirements, as well as certain data fields that must be made available, free of charge, to third-party software developers, via application programming interface.[85] This regulation also has certain requirements for the workforce installing, maintaining, and operating EV chargers to have appropriate licenses, certifications, and training to ensure that the installation and maintenance of EV chargers is performed safely by a qualified and increasingly diverse workforce of licensed technicians and other laborers.[86] Installation, maintenance and operations of infrastructure for other fuel types is encouraged to follow a similar approach and utilize a skilled workforce with appropriate licenses, certifications, and training.

3. Reporting

i. Progress Reporting on Grant Activities

Each applicant selected for CFI Program Grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the CFI Program grant process. Each applicant

[85] EV Charging Minimum Standards Rule as Submitted to Federal Register for Publication (Unofficial) (dot.gov)
[86] 23 CFR 680.106(j)

selected for CFI Program Grant funding will also be subject to applicable reporting and data submission requirements in 23 CFR 680.112(a)-(c) and 23 CFR 680.116(c).

ii. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding Agencies exceeds $10 million for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No. 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

iii. Other

FHWA reserves the right to request additional information, if deemed needed, to better understand the status of the project. The successful applicant will provide additional financial reporting beyond the semi-annual reporting, if such statements are necessary to address FHWA's Stewardship and Oversight responsibility of the funds. The successful applicant also agrees to allow periodic project inspections and FHWA will provide NOFO for such inspections.

G. Federal Awarding Agency Contacts

For questions concerning this NOFO and the CFI Program, please Email CFIGrants@dot.gov. A TDD is available for individuals who are deaf or hard of hearing at (202) 366-3993.

Office hours are from 7:30 a.m. to 4:00 p.m., Eastern Time, Monday through Friday, except Federal holidays.

H. Other Information

1. Protection of Confidential Business Information

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it ''Contains Confidential Business Information (CBI)''; (2) mark each page that contains confidential information with ''CBI''; (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If FHWA receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, FHWA will follow the procedures described in its FOIA regulations at 49 CFR 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. Publication/Sharing of Application Information

Following the completion of the selection process and announcement of awards, FHWA may publish a list of all applications received along with the names of the applicant

organizations and funding amounts requested. Except for the information properly marked as described in Section H., FHWA may make application narratives publicly available or share application information within DOT or with other Federal Agencies if FHWA determines that sharing is relevant to the respective program's objectives.

3. DOT Feedback on Applications

Feedback by FHWA is available as a courtesy to applicants not selected for award to receive information .

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City Clerk's Office Item # R17

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE WEST PUEBLO URBAN RENEWAL PLAN

SUMMARY:

This Ordinance makes certain legislative findings that approves the West Pueblo Urban Renewal Plan and establishes the West Pueblo Urban Renewal Area.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 10128, dated February 28, 2022, the City Council approved a multi-party Intergovernmental Agreement (the IGA) for a major project that includes approval of the proposed West Pueblo Urban Renewal Plan (the Plan) prepared by the Pueblo Urban Renewal Authority (PURA).

BACKGROUND:

The IGA authorizes the City to cooperate with the other parties to plan a significant community-wide development project featuring (1) a new Detention Facility containing approximately 182,000 square feet constructed and operated by Pueblo County to serve both the City and the County and (2) the extension of Joe Martinez Boulevard from Purcell Boulevard in Pueblo West to Pueblo Boulevard. The Detention Facility will include secure housing, kitchen and laundry, support spaces such as administration, recreation, storage, and related programs. It is planned to be a modular unit design that can be expanded as needed in the future. The road and traffic improvements plan consist of a four lane, 3.1-mile roadway with a planned design speed of 45 MPH. It will have limited vehicular access between Purcell Boulevard and Pueblo Boulevard to facilitate the movement of traffic and to encourage its use as an alternative to Highway 50 West for access to and from the City.

The Plan is being undertaken in accordance with a procedure that permits unincorporated area adjacent to the Plan area within the City to be included in the Plan. Permitted uses for properties in the Plan area are those allowed in the City of Pueblo

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Land Use Code for annexed parcels and uses allowed in the Pueblo County Land Use Code for unincorporated parcels. The County Commissioners are scheduled to approve the Plan at its meeting on September 17, 2024. All property in unincorporated Pueblo County will be annexed into the City as the Plan is being carried out and as a condition of extending City water and sewer service into such areas.

The County will pay for the bulk of the costs of the project and the proposed Plan will provide additional financial support by authorizing property tax increment financing. After notice by PURA and negotiations that followed, all taxing entities who levy property taxes in the proposed urban renewal area have executed TIF agreements, which PURA approved on April11, 2023. PURA approved the plan recommendation to City Council on September 12, 2023.

FINANCIAL IMPLICATIONS:

The County has retained financial consultants and bond counsel and plans to issue tax exempt bonds and/or certificates of participation to pay for most of the project costs. The Plan prepared by PURA authorizes the use of property tax increment financing that creates a special fund from future new property taxes to help pay for certain eligible costs. In negotiations with the taxing entities, PURA agreed to remit to School District 60 that portion of the TIF which is attributable to the District's Debt Service Mill Levy and to assist the Library District with development of a new library facility to serve the Plan area.
Among the eligible costs that PURA will assist in financing are (1) roadway connections to include Medal of Honor Boulevard Extension, W.24th Street capacity upgrades, W. 31st Street to W. 29th Street extension (Baker Steamer), Spaulding Avenue offsite connection/extension, and traffic signalization; (2) trunk main water and sanitary sewer extensions, upsizing, and replacement onsite and downstream; (3) stormwater, park, trail, and open space improvements within Wildhorse Creek onsite and downstream; (4) environmental remediation of salvage yards; (5) Honor Farm management improvements; and (6) crime Prevention through environmental design projects.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission advised that the proposed project is in conformity with the City's Comprehensive Plan and recommended approval at their meeting on July 10, 2024.

STAKEHOLDER PROCESS:

Affected taxing entities and PURA have all signed TIF agreements.

ALTERNATIVES:

None.

RECOMMENDATION:

The PURA Board of Commissioners recommends approval of this Ordinance.

ATTACHMENTS:

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1. PURA resolution approving TIF agreements with taxing entities
2. West Pueblo Urban Renewal Plan Impact Report 9.8.2022
3. West Pueblo Urban Renewal Plan
4. The West Pueblo Conditions Survey - updated July 27, 2024
5. PURA Resolution approving the Plan and recommending City Council approval

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ORDINANCE NO. 10789

AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE WEST PUEBLO URBAN RENEWAL PLAN

WHEREAS, pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the City of Pueblo (the "City") and Pueblo County (the "County") have agreed it is in the public interest to jointly undertake the West Pueblo Urban Renewal Project (the "Urban Renewal Project" or "Project") pursuant to the "West Pueblo Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan"); and

WHEREAS, pursuant to a contract with the Pueblo Urban Renewal Authority (the "Authority") the consultant firm, Short Elliott Hendrickson (the "Consultant"), has prepared a Conditions Survey of the area (the "Area") described in Exhibit A, attached to and incorporated herein, to determine if the Area contains factors included in the definition of "blighted area" in the Act; and

WHEREAS, the Authority has approved, submitted, and presented to the City Council a Conditions Survey prepared by the Consultant entitled "West Pueblo URA Plan: Conditions Survey" (the "Survey") originally dated May 2, 2022, and updated as of July 27, 2024, which describes in detail the conditions in the Area and is incorporated herein by this reference; and

WHEREAS, the Authority has approved, submitted, and presented to City Council the Urban Renewal Plan for the Area, a copy of which has been approved as to form by the City Attorney and is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Area included in the Plan contains real property in unincorporated Pueblo County that is contiguous to a portion of the Area within the municipal limits of the City as authorized by Section 31-25-112.5 of the Act; and

WHEREAS, each owner of and holder of a recorded mortgage or deed of trust encumbering real property in such unincorporated area has consented in writing to inclusion in the Area; and

WHEREAS, in accordance with Section 31-25-112.5 the Act, the County Commissioners of the County will consider approving the Plan at its meeting on _____, 2024 pursuant to the notices of public hearing required by the Act; and

WHEREAS, to the extent that the Area may contain land that the Pueblo County Assessor has classified as agricultural for the purposes of levying and collecting property taxes at any time during the five-year period prior to the date of approval of the Plan, each public body that levies an ad valorem property tax on such agricultural land has consented in writing to inclusion of the agricultural land within the Area in the Plan (the County will consent by approving the Plan); and

WHEREAS, cooperation with the County to carry out the Plan will support community and regional goals and provide needed public facilities, infrastructure, housing, and provide needed traffic improvements; and

WHEREAS, the Plan is a matter of public record in the custody of the City Clerk and is available for public inspection during business hours of the City; and

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WHEREAS, notice of the public hearing on the Plan was published as required by Section 31-25-107(3), C.R.S., at least thirty days prior to the public hearing; and

WHEREAS, written notice was mailed or delivered to each property owner, business, and resident of the Area included in the Plan informing them of the public hearing at least thirty days prior to the public hearing; and

WHEREAS, the Pueblo Planning and Zoning Commission has determined that the Plan complies with the Pueblo Regional Comprehensive Development Plan as amended to date (the "Comprehensive Plan"), which is the general plan for the development of the City as a whole; and

WHEREAS, the Plan allocates property tax increment revenues to the Authority to carry out the Plan and requires compliance with certain provisions of the Act, including House Bill 15-1348, as amended to date (collectively, the "Amended 1348 Requirements"); and

WHEREAS, on September 9, 2024, the City Council conducted a public hearing and reviewed said Plan pursuant to the procedural and notice requirements of the City Charter and the Act, and the City Council having considered the evidence presented in support of and in opposition to the Plan, the Survey, the City's Comprehensive Plan, and staff recommendations and so having considered the legislative record and given appropriate weight to the evidence; NOW, THEREFORE,

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

SECTION 1.

The Urban Renewal Area described in the Plan is found and declared to be a blighted area as defined in the Act. This is a legislative finding by the City Council based upon the Survey and other evidence presented to City Council.

SECTION 2.

The boundaries of the Urban Renewal Area have been drawn as narrowly as the City Council determines feasible to accomplish the planning and development objectives of the Plan.

SECTION 3.

The Plan is subject to approval by the County in accordance with Section 112.5 of the Act and will be undertaken with the support and participation of the County.

SECTION 4.

As required by the Act, the public bodies that levy property taxes in the Area (the "Taxing Entities") have received (1) a copy of the Plan, (2) financial information showing the net financial benefits to the Taxing Entities from redevelopment of the Urban Renewal Area, and (3) a proposed agreement that waives the right to claim property tax increment revenue allocated to the Authority by the Act and related provisions necessary and in the public interest to remediate conditions of blight and construct required improvements in the Urban Renewal Area.

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SECTION 5.

Pueblo School District No. 60 has been permitted to participate in an advisory capacity with respect to the inclusion in the Plan of the tax allocation provisions authorized by Section 31-25-107(9) of the Act.

SECTION 6.

It is not expected that any relocation of individuals and families will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of individuals and families in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families.

SECTION 7.

It is not expected that any relocation of business concerns will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of such business concerns in the Urban Renewal Area or in other areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

SECTION 8.

The City Council has taken reasonable efforts to provide written notice of the public hearing prescribed by Section 31-25-107(3) of the Act to all property owners, residents, and owners of business concerns in the proposed Urban Renewal Area at their last known addresses at least thirty days prior to the public hearing on the Plan.

SECTION 9.

Section 31-25-107(4)(d) of the Act does not apply because no more than 120 days have passed since the commencement of the only public hearing on the Plan.

SECTION 10.

Section 31-25-107(4)(e) of the Act does not apply because the City Council did not fail to previously approve this Plan.

SECTION 11.

The Plan conforms with the Pueblo Regional Comprehensive Development Plan, as amended, which is the general plan for the development of the City of Pueblo as a whole.

SECTION 12.

The Plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area described in the Plan by private enterprise.

SECTION 13.

To the extent that the Urban Renewal Area described in the Plan may constitute open land within the meaning of Section 31-25-107(5) of the Act, it is found and determined that the

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Authority does not intend to undertake land acquisition in the Urban Renewal Area; a shortage of housing of sound standards and design that is decent, safe, and sanitary exists in the City; and the construction of residential housing in the area is an integral part of and essential to the program of the City.

SECTION14.

To the extent that the Urban Renewal Area described in the Plan may constitute open land within the meaning of Section 31-25-107(6) of the Act, it is found and determined that the Authority does not intend to undertake land acquisition in the Urban Renewal Area; the nonresidential uses under the Plan are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives.

SECTION 15.

The Authority is not authorized to acquire property through the exercise of eminent domain.

SECTION 16.

The County, City, and Authority have complied with all applicable Amended 1348 Requirements, including securing signed agreements with affected Taxing Entities regarding the use of tax increment financing to carry out the Plan.

SECTION 17.

The West Pueblo Urban Renewal Plan has been duly reviewed and considered and is hereby approved. The Authority is hereby authorized to take any and all actions pursuant to the Act to carry out the Plan, including, without limitation, (1) completing any agreements as may be required to carry out the Plan and (2) filing of the Plan and related documents with the Pueblo County Assessor.

SECTION 18.

This Ordinance shall become effective upon final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

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Action by the Mayor:

☐ Approved on 9/10/2024 | 2:42 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed 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

PUEBLO
URBAN RENEWAL
AUTHORITY

TITLE

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, APPROVING AS TO FORM AN AGREEMENT BY AND AMONG THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO (THE "AUTHORITY"); AND A TAXING ENTITY WITHIN THE WEST PUEBLO URBAN RENEWAL AREA, AND AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE AND MAKE MINOR MODIFICATIONS OF THE SAME.

RECOMMENDATION

Approve resolution 2023-13 at the Tuesday, April 11, 2023, regular meeting of the Board of Commissioners.

BACKGROUND

Approving this resolution approves the Chairman and Secretary to enter into agreements with any Taxing Entity regarding the West Pueblo Urban Renewal Project Area. It also authorizes the Chairman and Secretary to make minor modifications to the agreement as needed.

FINANCIAL IMPACT

If this agreement is not approved there may be mediation and legal fees required.

RESOLUTION NO. 2023-13

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, APPROVING AS TO FORM AN AGREEMENT BY AND AMONG THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO (THE "AUTHORITY"); AND A TAXING ENTITY WITHIN THE WEST PUEBLO URBAN RENEWAL AREA, AND AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE AND MAKE MINOR MODIFICATIONS OF THE SAME.

WHEREAS, the Pueblo Urban Renewal Authority (the "Authority") and the City of Pueblo may approve to create the West Pueblo Urban Renewal Area; and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PUEBLO URBAN RENEWAL AUTHORITY, COLORADO, THAT:

The agreement with any Taxing Entity regarding the West Pueblo Urban Renewal Area is hereby approved and the Chairman and Secretary are authorized to make minor modifications and execute the agreement/s.

Adopted this 11th day of April 2023.

APPROVED: Ralph A. Williams
Chairperson,
Pueblo Urban Renewal Authority

ATTEST:

Secretary
Pueblo Urban Renewal Authority

PROPERTY TAX INCREMENT REVENUE AGREEMENT

(Pueblo City–County Library District – West Pueblo Urban Renewal Project)

1.0 PARTIES. This Agreement (the "Agreement") is made and executed effective as of _____, 2022, by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority") and the PUEBLO CITY-COUNTY LIBRARY DISTRICT, a political subdivision of the State of Colorado (the "District"). The Authority and the District are also referred to herein collectively as the "Parties" or individually as a "Party."

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 Urban Renewal Project. Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the City of Pueblo (the "City") and Pueblo County (the "County") have agreed to jointly undertake the West Pueblo Urban Renewal Project (the "Urban Renewal Project" or "Project") pursuant to the "West Pueblo Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan").

2.2 Authorization. The area (the "Area" or "Urban Renewal Area") included in the proposed Urban Renewal Plan includes real property in unincorporated Pueblo County that is contiguous to a portion of the Urban Renewal Area that is within the municipal limits of the City as authorized by Section 31-25-112.5 of the Act.

2.3 Agricultural Land. The proposed Urban Renewal Area includes approximately _____ acres of property that is or, within the previous five years, has been classified by the Pueblo County Assessor as agricultural land ("Agricultural Land") for the purposes of levying ad valorem property taxes. The Parties intend that this Agreement shall constitute written approval by the District to inclusion of such Agricultural Land in the Urban Renewal Area as provided by Section 31-25-107(1)(c)(II)(C) of the Act.

2.4 City Approval of the Plan. In accordance with the Act, the City Council of the City will consider approving the Plan at its meeting on _____, 2022 pursuant to the notices of public hearing required by the Act.

2.5 County Approval of the Plan. In accordance with Section 31-25-112.5 the Act, the County Commissioners of the County will consider approving the Plan at its meeting on _____, 2022 pursuant to the notices of public hearing required by the Act.

2.6 Purpose of the Plan. The purpose of the Plan is to eliminate conditions of blight documented in the "West Pueblo Urban Renewal Plan: Conditions Survey" dated May 2, 2022 (the "Conditions Survey"), and to redevelop and rehabilitate the Urban Renewal Area described in the Plan by private enterprise as required by the Act. The benefits and potential burdens of the Urban Renewal Project on the District and other taxing entities are described in that certain document entitled "West Pueblo Urban Renewal Plan Impact Report" dated August 22, 2022 (the "Impact Report").

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2.7 Tax Increment Financing. The Urban Renewal Plan contains provisions the permit the financing of the Urban Renewal Project by means of property tax increment financing ("TIF Financing") contained in Section 31-25-107(9) of the Act and is therefore subject to the requirements contained in House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279 (collectively, the "Amended 1348 Requirements").

2.8 Enhanced Base Valuation. In addition to the other benefits of the Urban Renewal Project, inclusion of Agricultural Land in the Plan will result in the benefit to the District of the enhanced assessed base value required by Section 31-25-107(9)(g) of the Act in connection with the authorization for TIF Financing.

2.9 Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of any and all undertakings and activities authorized in the Plan and the Act to eliminate conditions of blight and to comply with Section 31-25-107(4)(g) of the Act that requires the Plan afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation and redevelopment of the Urban Renewal Area by private enterprise.

2.10 Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the Urban Renewal Area.

3.0 AGREEMENT, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and among the Parties hereto as set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 "Act" means the Colorado Urban Renewal Law, §§31-25-101, *et seq.*, C.R.S, as amended.

4.2 "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 "Agricultural Land" means land described in Section 2.3 of this Agreement.

4.4 "Amended 1348 Requirements" means the requirements applicable to use of Property Tax Increment Revenues imposed by House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279.

4.5 "Authority" means the Party described in Section 1.0, and its successors and assigns.

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4.6 "Bonds" means any bonds (including refunding bonds), notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, or other obligations provided in the Act.

4.7 "City" means the City of Pueblo, a home rule city of the State of Colorado.

4.8 "District" means the Party described in Section 1.0, and its successors and assigns.

4.9 "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions of the Plan will be in effect as specified in Section 31-25-109(a) of the Act and the Plan and the Authority will receive the Property Tax Increment Revenues.

4.10 "Party" or "Parties" shall have the meaning described in Section 1.0.

4.11 "Plan" or "Urban Renewal Plan" means the urban renewal plan defined in Section 2.1.

4.12 "Project" shall have the same meaning as Urban Renewal Project.

4.13 "Project Documents" means the Conditions Survey, Impact Report, Urban Renewal Plan, and the notices of public hearing described in Sections 2.4 and 2.5.

4.14 "Property Tax Increment Revenues" means all revenues produced by property tax levies on the TIF portion of the property tax assessment roll, as described in Section 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration of the TIF Financing provisions of the Plan.

4.15 "Special Fund" means the fund described in the Plan and Section 31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.16 "TIF Financing" means the financing authorized and permitted pursuant to the tax allocation or tax increment provisions of the Plan and Section 31-25-107(9) of the Act.

4.17 "Urban Renewal Area" means the area included in the boundaries of the Plan.

4.18 "Urban Renewal Project" means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan authorized by and pursuant to the Act.

5.0 COOPERATION. In accordance with Section 31-25-112 of the Act, this Agreement shall constitute an agreement in writing by the District to aid the Authority in (1) the elimination of conditions of blight from the Urban Renewal Area, (2) written approval of the District to inclusion of Agricultural Land in the Plan, and (3) providing necessary infrastructure through the unqualified payment or reimbursement of eligible costs of the Project.

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5.1 Property Tax Increment Revenues. The District agrees the Authority may retain and expend in furtherance of the Urban Renewal Project 100% of the Property Tax Increment Revenues it receives from the Pueblo County Treasurer each year from the property tax levy of the District against the TIF portion of the assessment roll as authorized in the Plan for the maximum period of twenty-five (25) years that the Authority is authorized to receive Property Tax Increment Revenues pursuant to the Act (the "Duration").

5.2 Pledge of Property Tax Increment Revenues. The District recognizes and agrees that in reliance on this Agreement, the Authority intends to and shall have the unqualified right to irrevocably pledge all the Property Tax Increment Revenues it receives to payment of the eligible costs of the Urban Renewal Project for the duration of the Urban Renewal Project. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S. to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act and shall be an obligation of the Parties pursuant to Section 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues shall be governed by Section 11-57-208, C.R.S.

5.3 Amended 1348 Requirements. The Parties acknowledge that the Amended 1348 Requirements created new requirements applicable to new or modified urban renewal projects. By entering into this Agreement, the Parties intend to resolve all questions concerning the applicability of theses statutory changes to the matters described herein to aid in the timely execution of the Urban Renewal Project.

5.4 Receipt of Project Documents; Waivers. The District acknowledges receipt of the Project Documents and agrees that the Project Documents and execution of this Agreement satisfy the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF Financing for this Urban Renewal Plan, approvals for inclusion of Agricultural Land in the Plan, and notices related thereto, except those that may apply to future modifications of Plan as required by Sections 31-25-107 (3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the District hereby waives (1) the right to receive any funds to finance any additional infrastructure and services required to serve development within the Urban Renewal Area; (2) the right to enjoin any activity of the Authority pursuant to the Plan, including the right of the Authority to issue Bonds necessary to finance the Project; (3) the rights to receive the notice and share in Property Tax Increment Revenues in accordance with the provisions of Sections 31-25-107 (9.5) and (11) of the Act; (4) the arbitration rights contained in Section 31-25-107 (12) of the Act; and (5) any other right or remedy that would materially interfere with or impair the validity of the Bonds or the rights and remedies of any holder of the Bonds.

6.0 NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any proposed modification of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. This Agreement is not part of the Plan.

7.0 AGREEMENT CONFINED TO URBAN RENEWAL PLAN. This Agreement applies only to the Urban Renewal Plan and the Urban Renewal Area, and does not include any other urban renewal plan or urban renewal area.

8.0 MISCELLANEOUS.

8.1 Delays. Subject to Section 8.2 herein, any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2 Termination; Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF Financing provision, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction on or after the effective date hereof that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts or financial obligations in effect at such time.

8.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement; provided, however, a bond trustee or lender may enforce its rights as provided under the documents authorizing the issuance or sale of the Bonds. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

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8.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of eligible costs or any other lawful financing obligation related to the Project.

8.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and any exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement; provided, however, the Agreement may be assigned by a Party to a successor of such Party.

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8.12 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.13 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.14 Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

8.15 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute the approval of such changes by the respective Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

By: _____
Secretary/Executive Director

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Chair

ATTEST:

By: _____

PUEBLO CITY-COUNTY LIBRARY DISTRICT

By: _____

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PROPERTY TAX INCREMENT REVENUE AGREEMENT
(School District No. 60 – West Pueblo Urban Renewal Project)

1.0 PARTIES. This Agreement (the "Agreement") is made and executed effective as of June 27, 2023, by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority") and PUEBLO SCHOOL DISTRICT NO. 60, a political subdivision of the State of Colorado (the "District"). The Authority and the District are also referred to herein collectively as the "Parties" or individually as a "Party."

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 Urban Renewal Project. Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the City of Pueblo (the "City") and Pueblo County (the "County") have agreed to jointly undertake the West Pueblo Urban Renewal Project (the "Urban Renewal Project" or "Project") pursuant to the "West Pueblo Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan").

2.2 Authorization. The area (the "Area" or "Urban Renewal Area") included in the proposed Urban Renewal Plan includes real property in unincorporated Pueblo County that is contiguous to a portion of the Urban Renewal Area that is within the municipal limits of the City as authorized by Section 31-25-112.5 of the Act.

2.3 Agricultural Land. The proposed Urban Renewal Area includes property that is or, within the previous five years, has been classified by the Pueblo County Assessor as agricultural land ("Agricultural Land") for the purposes of levying ad valorem property taxes. The Parties intend that this Agreement shall constitute written approval by the District to inclusion of such Agricultural Land in the Urban Renewal Area as provided by Section 31-25-107(1)(c)(II)(C) of the Act.

2.4 City Approval of the Plan. In accordance with the Act, the City Council of the City will consider approving the Plan at a meeting scheduled for the last quarter of 2023 pursuant to the notices of public hearing required by the Act.

2.5 County Approval of the Plan. In accordance with Section 31-25-112.5 the Act, the County Commissioners of the County will consider approving the Plan at its meeting scheduled for the last quarter of 2023 pursuant to the notices of public hearing required by the Act.

2.6 Purpose of the Plan. The purpose of the Plan is to eliminate conditions of blight documented in the "West Pueblo Urban Renewal Plan: Conditions Survey" dated May 2, 2022 (the "Conditions Survey"), and to redevelop and rehabilitate the Urban Renewal Area described in the Plan by private enterprise as required by the Act. The benefits and potential burdens of the Urban Renewal Project on the District and other taxing entities are described in that certain document entitled "West Pueblo Urban Renewal Plan Impact Report" dated August 22, 2022 (the "Impact Report").

2.7 Tax Increment Financing. The Urban Renewal Plan contains provisions the permit the financing of the Urban Renewal Project by means of property tax increment financing ("TIF Financing") contained in Section 31-25-107(9) of the Act and is therefore subject to the requirements contained in House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279 (collectively, the "Amended 1348 Requirements").

2.8 Enhanced Base Valuation. In addition to the other benefits of the Urban Renewal Project, inclusion of Agricultural Land in the Plan will result in the benefit to the District of the enhanced assessed base value required by Section 31-25-107(9)(g) of the Act in connection with the authorization for TIF Financing.

2.9 Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of any and all undertakings and activities authorized in the Plan and the Act to eliminate conditions of blight and to comply with Section 31-25-107(4)(g) of the Act that requires the Plan afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation and redevelopment of the Urban Renewal Area by private enterprise.

2.10 Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the Urban Renewal Area.

3.0 AGREEMENT, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and among the Parties hereto as set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 "Act" means the Colorado Urban Renewal Law, §§31-25-101, *et seq.*, C.R.S, as amended.

4.2 "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 "Agricultural Land" means land described in Section 2.3 of this Agreement.

4.4 "Amended 1348 Requirements" means the requirements applicable to use of Property Tax Increment Revenues imposed by House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279.

4.5 "Authority" means the Party described in Section 1.0, and its successors and assigns.

4.6 "Bonds" means any bonds (including refunding bonds), notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, or other obligations provided in the Act.

4.7 "City" means the City of Pueblo, a home rule city of the State of Colorado.

4.8 "District" means the Party described in Section 1.0, and its successors and assigns.

4.9 "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions of the Plan will be in effect as specified in Section 31-25-109(a) of the Act and the Plan and the Authority will receive the Property Tax Increment Revenues.

4.10 "Party" or "Parties" shall have the meaning described in Section 1.0.

4.11 "Plan" or "Urban Renewal Plan" means the urban renewal plan defined in Section 2.1.

4.12 "Project" shall have the same meaning as Urban Renewal Project.

4.13 "Project Documents" means the Conditions Survey, Impact Report, Urban Renewal Plan, and the notices of public hearing described in Sections 2.4 and 2.5.

4.14 "Property Tax Increment Revenues" means all revenues, with the exception of those revenues described in Sections 5.1, 5.2, and 5.3 below, produced by property tax levies on the TIF portion of the property tax assessment roll, as described in Section 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration of the TIF Financing provisions of the Plan.

4.15 "Special Fund" means the fund described in the Plan and Section 31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.16 "TIF Financing" means the financing authorized and permitted pursuant to the tax allocation or tax increment provisions of the Plan and Section 31-25-107(9) of the Act.

4.17 "Urban Renewal Area" means the area included in the boundaries of the Plan.

4.18 "Urban Renewal Project" means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan authorized by and pursuant to the Act.

5.0 COOPERATION. In accordance with Section 31-25-112 of the Act, this Agreement shall constitute an agreement in writing by the District to aid the Authority in (1) the elimination of conditions of blight from the Urban Renewal Area, (2) written approval of the District to inclusion of Agricultural Land in the Plan, and (3) providing necessary infrastructure through the unqualified payment or reimbursement of eligible costs of the Project.

5.1 Property Tax Increment Revenues. The District agrees the Authority may retain and expend in furtherance of the Urban Renewal Project 100% of the Property Tax Increment Revenues it receives from the Pueblo County Treasurer each year from the general fund, abatements, and credits property tax levy of the District against the TIF portion of the assessment roll as authorized in the Plan for the maximum period of twenty-five (25) years that the Authority is authorized to receive Property Tax Increment Revenues pursuant to the Act (the "Duration").

5.2 Debt Service Mill Levy Allocation. The Authority and the District acknowledge that prior to and in November 2019, the eligible electors of the District passed ballot measures for the issuance of general obligation bonds to finance capital construction costs for the District ("Debt Service Mill Levy") and that the District voters in the future may pass measures authorizing similar general obligation bonds ("Future Debt Service Mill Levies") The Authority agrees to deposit into a separate account created for and annually distributed to the District (the "District Account") all of the increase in Property Tax Increment Revenues calculated, produced, allocated and transferred to the Authority solely as a result of the levy by the District of the Debt Service Mill Levy, Future Debt Service Mill Levies, and Future Mill Levy Overrides (as defined in Section 5.3 below), upon taxable property within the Plan area pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the "Debt Service and Future Mill Levy Override Levy Allocation").

5.3 Future Mill Levy Override Allocation. The Parties acknowledge that the current Public School Finance Act of 1994, Colorado Revised Statutes Title 22, Article 54, Part 1 authorizes school districts, including the District, to submit to its eligible electors a ballot question to raise and expend local property tax revenues in excess of the District's total program ("Mill Levy Override"). While the District currently does not have a Mill Levy Override, its eligible electors may in the future pass one or more Mill Levy Overrides ("Future Mill Levy Overrides"). The Authority agrees to deposit into and annually distribute into and from the District Account all of the increase in Property Tax Increment Revenues calculated, produced, allocated and transferred to the Authority solely as a result of the levy by the District of Future Mill Levy Overrides upon taxable property within the Plan area pursuant to and in accordance with Section 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the "Debt Service and Mill Levy Override Levy Allocation").

5.4 Pledge of Property Tax Increment Revenues. The District recognizes and agrees that in reliance on this Agreement, the Authority intends to and shall have the unqualified right to irrevocably pledge all the Property Tax Increment Revenues it receives to payment of the eligible costs of the Urban Renewal Project for the duration of the Urban Renewal Project. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S. to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act and shall be an obligation of the Parties pursuant to Section 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues shall be governed by Section 11-57-208, C.R.S.

5.5 Amended 1348 Requirements. The Parties acknowledge that the Amended 1348 Requirements created new requirements applicable to new or modified urban renewal projects. By entering into this Agreement, the Parties intend to resolve all questions concerning the applicability of theses statutory changes to the matters described herein to aid in the timely execution of the Urban Renewal Project.

5.6 Receipt of Project Documents; Waivers. The District acknowledges receipt of the Project Documents and agrees that the Project Documents and execution of this Agreement satisfy the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF Financing for this Urban Renewal Plan, approvals for inclusion of Agricultural Land in the Plan, and notices related thereto, except those that may apply to future modifications of Plan as required by Sections 31-25-107 (3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan and to the provisions of Sections 5.1, 5.2, and 5.3 above, the District hereby waives (1) the right to receive any funds to finance any additional infrastructure and services required to serve development within the Urban Renewal Area; (2) the right to enjoin any activity of the Authority pursuant to the Plan, including the right of the Authority to issue Bonds necessary to finance the Project; (3) the rights to receive the notice and share in Property Tax Increment Revenues in accordance with the provisions of Sections 31-25-107 (9.5) and (11) of the Act except as provided in Sections 5.1, 5.2, and 5.3 above; (4) the arbitration rights contained in Section 31-25-107 (12) of the Act; and (5) any other right or remedy that would materially interfere with or impair the validity of the Bonds or the rights and remedies of any holder of the Bonds.

6.0 NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any proposed modification of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. This Agreement is not part of the Plan.

7.0 AGREEMENT CONFINED TO URBAN RENEWAL PLAN. This Agreement applies only to the Urban Renewal Plan and the Urban Renewal Area, and does not include any other urban renewal plan or urban renewal area.

8.0 MISCELLANEOUS.

8.1 Delays. Subject to Section 8.2 herein, any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2 Termination; Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF Financing provision, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction on or after the effective date hereof that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for

an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts or financial obligations in effect at such time.

8.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement; provided, however, a bond trustee or lender may enforce its rights as provided under the documents authorizing the issuance or sale of the Bonds. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of eligible costs or any other lawful financing obligation related to the Project.

8.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and any exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement; provided, however, the Agreement may be assigned by a Party to a successor of such Party.

8.12 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.13 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.14 Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

8.15 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute the approval of such changes by the respective Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

By: _____
Secretary/Executive Director

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Chair

ATTEST:

By: _____
Geri Patrone, Board Secretary

PUEBLO SCHOOL DISTRICT NO. 60

By: _____
Thomas Farrell, Board President

Approved as to form:

_____
Caplan and Earnest LLC
Attorneys for Pueblo School District No. 60

4894-3255-1785, v. 2

PROPERTY TAX INCREMENT REVENUE AGREEMENT

(Lower Arkansas Valley Water Conservancy District – West Pueblo Urban Renewal Project)

1.0 PARTIES. This Agreement (the "Agreement") is made and executed effective as of May 30th, 2023, by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority") and the LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, a political subdivision of the State of Colorado (the "District"). The Authority and the District are also referred to herein collectively as the "Parties" or individually as a "Party."

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 Urban Renewal Project. Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the City of Pueblo (the "City") and Pueblo County (the "County") have agreed to jointly undertake the West Pueblo Urban Renewal Project (the "Urban Renewal Project" or "Project") pursuant to the "West Pueblo Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan").

2.2 Authorization. The area (the "Area" or "Urban Renewal Area") included in the proposed Urban Renewal Plan includes real property in unincorporated Pueblo County that is contiguous to a portion of the Urban Renewal Area that is within the municipal limits of the City as authorized by Section 31-25-112.5 of the Act.

2.3 Agricultural Land. The proposed Urban Renewal Area includes approximately 129.87 acres of property that is or, within the previous five years, has been classified by the Pueblo County Assessor as agricultural land ("Agricultural Land") for the purposes of levying ad valorem property taxes. The Parties intend that this Agreement shall constitute written approval by the District to inclusion of such Agricultural Land in the Urban Renewal Area as provided by Section 31-25-107(1)(c)(II)(C) of the Act.

2.4 City Approval of the Plan. In accordance with the Act, the City Council of the City will consider approving the Plan at its meeting ~~on~~ IN 4th QRT, 2023 pursuant to the notices of public hearing required by the Act.

2.5 County Approval of the Plan. In accordance with Section 31-25-112.5 the Act, the County Commissioners of the County will consider approving the Plan at its meeting ~~on~~ IN 4th QRT, 2023 pursuant to the notices of public hearing required by the Act.

2.6 Purpose of the Plan. The purpose of the Plan is to eliminate conditions of blight documented in the "West Pueblo Urban Renewal Plan: Conditions Survey" dated May 2, 2022 (the "Conditions Survey"), and to redevelop and rehabilitate the Urban Renewal Area described in the Plan by private enterprise as required by the Act. The benefits and potential burdens of the Urban Renewal Project on the District and other taxing entities are described in that certain document entitled "West Pueblo Urban Renewal Plan Impact Report" dated August 22, 2022 (the "Impact Report").

2.7 Tax Increment Financing. The Urban Renewal Plan contains provisions the permit the financing of the Urban Renewal Project by means of property tax increment financing ("TIF Financing") contained in Section 31-25-107(9) of the Act and is therefore subject to the requirements contained in House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279 (collectively, the "Amended 1348 Requirements").

2.8 Enhanced Base Valuation. In addition to the other benefits of the Urban Renewal Project, inclusion of Agricultural Land in the Plan will result in the benefit to the District of the enhanced assessed base value required by Section 31-25-107(9)(g) of the Act in connection with the authorization for TIF Financing.

2.9 Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of any and all undertakings and activities authorized in the Plan and the Act to eliminate conditions of blight and to comply with Section 31-25-107(4)(g) of the Act that requires the Plan afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation and redevelopment of the Urban Renewal Area by private enterprise.

2.10 Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the Urban Renewal Area.

3.0 AGREEMENT, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and among the Parties hereto as set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 "Act" means the Colorado Urban Renewal Law, §§31-25-101, *et seq.*, C.R.S, as amended.

4.2 "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 "Agricultural Land" means land described in Section 2.3 of this Agreement.

4.4 "Amended 1348 Requirements" means the requirements applicable to use of Property Tax Increment Revenues imposed by House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279.

4.5 "Authority" means the Party described in Section 1.0, and its successors and assigns.

4.6 "Bonds" means any bonds (including refunding bonds), notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, or other obligations provided in the Act.

4.7 "City" means the City of Pueblo, a home rule city of the State of Colorado.

4.8 "District" means the Party described in Section 1.0, and its successors and assigns.

4.9 "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions of the Plan will be in effect as specified in Section 31-25-109(a) of the Act and the Plan and the Authority will receive the Property Tax Increment Revenues.

4.10 "Party" or "Parties" shall have the meaning described in Section 1.0.

4.11 "Plan" or "Urban Renewal Plan" means the urban renewal plan defined in Section 2.1.

4.12 "Project" shall have the same meaning as Urban Renewal Project.

4.13 "Project Documents" means the Conditions Survey, Impact Report, Urban Renewal Plan, and the notices of public hearing described in Sections 2.4 and 2.5.

4.14 "Property Tax Increment Revenues" means all revenues produced by property tax levies on the TIF portion of the property tax assessment roll, as described in Section 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration of the TIF Financing provisions of the Plan.

4.15 "Special Fund" means the fund described in the Plan and Section 31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.16 "TIF Financing" means the financing authorized and permitted pursuant to the tax allocation or tax increment provisions of the Plan and Section 31-25-107(9) of the Act.

4.17 "Urban Renewal Area" means the area included in the boundaries of the Plan.

4.18 "Urban Renewal Project" means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan authorized by and pursuant to the Act.

5.0 COOPERATION. In accordance with Section 31-25-112 of the Act, this Agreement shall constitute an agreement in writing by the District to aid the Authority in (1) the elimination of conditions of blight from the Urban Renewal Area, (2) written approval of the District to inclusion of Agricultural Land in the Plan, and (3) providing necessary infrastructure through the unqualified payment or reimbursement of eligible costs of the Project.

5.1 Property Tax Increment Revenues. The District agrees the Authority may retain and expend in furtherance of the Urban Renewal Project 100% of the Property Tax Increment Revenues it receives from the Pueblo County Treasurer each year from the property tax levy of the District against the TIF portion of the assessment roll as authorized in the Plan for the maximum period of twenty-five (25) years that the Authority is authorized to receive Property Tax Increment Revenues pursuant to the Act (the "Duration").

5.2 Pledge of Property Tax Increment Revenues. The District recognizes and agrees that in reliance on this Agreement, the Authority intends to and shall have the unqualified right to irrevocably pledge all the Property Tax Increment Revenues it receives to payment of the eligible costs of the Urban Renewal Project for the duration of the Urban Renewal Project. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S. to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act and shall be an obligation of the Parties pursuant to Section 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues shall be governed by Section 11-57-208, C.R.S.

5.3 Amended 1348 Requirements. The Parties acknowledge that the Amended 1348 Requirements created new requirements applicable to new or modified urban renewal projects. By entering into this Agreement, the Parties intend to resolve all questions concerning the applicability of theses statutory changes to the matters described herein to aid in the timely execution of the Urban Renewal Project.

5.4 Receipt of Project Documents; Waivers. The District acknowledges receipt of the Project Documents and agrees that the Project Documents and execution of this Agreement satisfy the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF Financing for this Urban Renewal Plan, approvals for inclusion of Agricultural Land in the Plan, and notices related thereto, except those that may apply to future modifications of Plan as required by Sections 31-25-107 (3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the District hereby waives (1) the right to receive any funds to finance any additional infrastructure and services required to serve development within the Urban Renewal Area; (2) the right to enjoin any activity of the Authority pursuant to the Plan, including the right of the Authority to issue Bonds necessary to finance the Project; (3) the rights to receive the notice and share in Property Tax Increment Revenues in accordance with the provisions of Sections 31-25-107 (9.5) and (11) of the Act; (4) the arbitration rights contained in Section 31-25-107 (12) of the Act; and (5) any other right or remedy that would materially interfere with or impair the validity of the Bonds or the rights and remedies of any holder of the Bonds.

6.0 NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any proposed modification of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. This Agreement is not part of the Plan.

7.0 AGREEMENT CONFINED TO URBAN RENEWAL PLAN. This Agreement applies only to the Urban Renewal Plan and the Urban Renewal Area, and does not include any other urban renewal plan or urban renewal area.

8.0 MISCELLANEOUS.

8.1 Delays. Subject to Section 8.2 herein, any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2 Termination; Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF Financing provision, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction on or after the effective date hereof that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts or financial obligations in effect at such time.

8.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement; provided, however, a bond trustee or lender may enforce its rights as provided under the documents authorizing the issuance or sale of the Bonds. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of eligible costs or any other lawful financing obligation related to the Project.

8.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and any exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement; provided, however, the Agreement may be assigned by a Party to a successor of such Party.

8.12 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.13 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.14 Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

8.15 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute the approval of such changes by the respective Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

By: _____
Secretary/Executive Director

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Chair

ATTEST:

By: _____

LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT

By: _____

PROPERTY TAX INCREMENT REVENUE AGREEMENT

(SE Colorado Water Conservancy District – West Pueblo Urban Renewal Project)

1.0 PARTIES. This Agreement (the "Agreement") is made and executed effective as of APRIL 11, 2023, by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority") and the SOUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT, a political subdivision of the State of Colorado (the "District"). The Authority and the District are also referred to herein collectively as the "Parties" or individually as a "Party."

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 Urban Renewal Project. Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the City of Pueblo (the "City") and Pueblo County (the "County") have agreed to jointly undertake the West Pueblo Urban Renewal Project (the "Urban Renewal Project" or "Project") pursuant to the "West Pueblo Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan").

2.2 Authorization. The area (the "Area" or "Urban Renewal Area") included in the proposed Urban Renewal Plan includes real property in unincorporated Pueblo County that is contiguous to a portion of the Urban Renewal Area that is within the municipal limits of the City as authorized by Section 31-25-112.5 of the Act.

2.3 Agricultural Land. The proposed Urban Renewal Area includes approximately 129.87 acres of property that is or, within the previous five years, has been classified by the Pueblo County Assessor as agricultural land ("Agricultural Land") for the purposes of levying ad valorem property taxes. The Parties intend that this Agreement shall constitute written approval by the District to inclusion of such Agricultural Land in the Urban Renewal Area as provided by Section 31-25-107(1)(c)(II)(C) of the Act.

2.4 City Approval of the Plan. In accordance with the Act, the City Council of the City will consider approving the Plan at its meeting ~~on March 13~~ IN QRT 4, 2023 pursuant to the notices of public hearing required by the Act.

2.5 County Approval of the Plan. In accordance with Section 31-25-112.5 the Act, the County Commissioners of the County will consider approving the Plan at its meeting ~~on March 14~~ IN QRT 4, 2023 pursuant to the notices of public hearing required by the Act.

2.6 Purpose of the Plan. The purpose of the Plan is to eliminate conditions of blight documented in the "West Pueblo Urban Renewal Plan: Conditions Survey" dated May 2, 2022 (the "Conditions Survey"), and to redevelop and rehabilitate the Urban Renewal Area described in the Plan by private enterprise as required by the Act. The benefits and potential burdens of the Urban Renewal Project on the District and other taxing entities are described in that certain document entitled "West Pueblo Urban Renewal Plan Impact Report" dated August 22, 2022 (the "Impact Report").

2.7 Tax Increment Financing. The Urban Renewal Plan contains provisions the permit the financing of the Urban Renewal Project by means of property tax increment financing ("TIF Financing") contained in Section 31-25-107(9) of the Act and is therefore subject to the requirements contained in House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279 (collectively, the "Amended 1348 Requirements").

2.8 Enhanced Base Valuation. In addition to the other benefits of the Urban Renewal Project, inclusion of Agricultural Land in the Plan will result in the benefit to the District of the enhanced assessed base value required by Section 31-25-107(9)(g) of the Act in connection with the authorization for TIF Financing.

2.9 Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of any and all undertakings and activities authorized in the Plan and the Act to eliminate conditions of blight and to comply with Section 31-25-107(4)(g) of the Act that requires the Plan afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation and redevelopment of the Urban Renewal Area by private enterprise.

2.10 Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the Urban Renewal Area.

3.0 AGREEMENT, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and among the Parties hereto as set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 "Act" means the Colorado Urban Renewal Law, §§31-25-101, *et seq.*, C.R.S, as amended.

4.2 "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 "Agricultural Land" means land described in Section 2.3 of this Agreement.

4.4 "Amended 1348 Requirements" means the requirements applicable to use of Property Tax Increment Revenues imposed by House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279.

4.5 "Authority" means the Party described in Section 1.0, and its successors and assigns.

4.6 "Bonds" means any bonds (including refunding bonds), notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, or other obligations provided in the Act.

4.7 "City" means the City of Pueblo, a home rule city of the State of Colorado.

4.8 "District" means the Party described in Section 1.0, and its successors and assigns.

4.9 "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions of the Plan will be in effect as specified in Section 31-25-109(a) of the Act and the Plan and the Authority will receive the Property Tax Increment Revenues.

4.10 "Party" or "Parties" shall have the meaning described in Section 1.0.

4.11 "Plan" or "Urban Renewal Plan" means the urban renewal plan defined in Section 2.1.

4.12 "Project" shall have the same meaning as Urban Renewal Project.

4.13 "Project Documents" means the Conditions Survey, Impact Report, Urban Renewal Plan, and the notices of public hearing described in Sections 2.4 and 2.5.

4.14 "Property Tax Increment Revenues" means all revenues produced by property tax levies on the TIF portion of the property tax assessment roll, as described in Section 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration of the TIF Financing provisions of the Plan.

4.15 "Special Fund" means the fund described in the Plan and Section 31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.16 "TIF Financing" means the financing authorized and permitted pursuant to the tax allocation or tax increment provisions of the Plan and Section 31-25-107(9) of the Act.

4.17 "Urban Renewal Area" means the area included in the boundaries of the Plan.

4.18 "Urban Renewal Project" means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan authorized by and pursuant to the Act.

5.0 COOPERATION. In accordance with Section 31-25-112 of the Act, this Agreement shall constitute an agreement in writing by the District to aid the Authority in (1) the elimination of conditions of blight from the Urban Renewal Area, (2) written approval of the District to inclusion of Agricultural Land in the Plan, and (3) providing necessary infrastructure through the unqualified payment or reimbursement of eligible costs of the Project.

5.1 Property Tax Increment Revenues. The District agrees the Authority may retain and expend in furtherance of the Urban Renewal Project 100% of the Property Tax Increment Revenues it receives from the Pueblo County Treasurer each year from the property tax levy of the District against the TIF portion of the assessment roll as authorized in the Plan for the maximum period of twenty-five (25) years that the Authority is authorized to receive Property Tax Increment Revenues pursuant to the Act (the "Duration").

5.2 Pledge of Property Tax Increment Revenues. The District recognizes and agrees that in reliance on this Agreement, the Authority intends to and shall have the unqualified right to irrevocably pledge all the Property Tax Increment Revenues it receives to payment of the eligible costs of the Urban Renewal Project for the duration of the Urban Renewal Project. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S. to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act and shall be an obligation of the Parties pursuant to Section 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues shall be governed by Section 11-57-208, C.R.S.

5.3 Amended 1348 Requirements. The Parties acknowledge that the Amended 1348 Requirements created new requirements applicable to new or modified urban renewal projects. By entering into this Agreement, the Parties intend to resolve all questions concerning the applicability of theses statutory changes to the matters described herein to aid in the timely execution of the Urban Renewal Project.

5.4 Receipt of Project Documents; Waivers. The District acknowledges receipt of the Project Documents and agrees that the Project Documents and execution of this Agreement satisfy the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF Financing for this Urban Renewal Plan, approvals for inclusion of Agricultural Land in the Plan, and notices related thereto, except those that may apply to future modifications of Plan as required by Sections 31-25-107 (3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the District hereby waives (1) the right to receive any funds to finance any additional infrastructure and services required to serve development within the Urban Renewal Area; (2) the right to enjoin any activity of the Authority pursuant to the Plan, including the right of the Authority to issue Bonds necessary to finance the Project; (3) the rights to receive the notice and share in Property Tax Increment Revenues in accordance with the provisions of Sections 31-25-107 (9.5) and (11) of the Act; (4) the arbitration rights contained in Section 31-25-107 (12) of the Act; and (5) any other right or remedy that would materially interfere with or impair the validity of the Bonds or the rights and remedies of any holder of the Bonds.

6.0 NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any proposed modification of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. This Agreement is not part of the Plan.

7.0 AGREEMENT CONFINED TO URBAN RENEWAL PLAN. This Agreement applies only to the Urban Renewal Plan and the Urban Renewal Area, and does not include any other urban renewal plan or urban renewal area.

8.0 MISCELLANEOUS.

8.1 Delays. Subject to Section 8.2 herein, any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2 Termination; Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF Financing provision, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction on or after the effective date hereof that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts or financial obligations in effect at such time.

8.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement; provided, however, a bond trustee or lender may enforce its rights as provided under the documents authorizing the issuance or sale of the Bonds. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of eligible costs or any other lawful financing obligation related to the Project.

8.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and any exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement; provided, however, the Agreement may be assigned by a Party to a successor of such Party.

8.12 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.13 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.14 Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

8.15 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute the approval of such changes by the respective Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

By: _____
Secretary/Executive Director

PUEBLO URBAN RENEWAL AUTHORITY

By _____
Chair

ATTEST:

By: _____

SOUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT

By: _____

PROPERTY TAX INCREMENT REVENUE AGREEMENT
(Pueblo City-County Library District- West Pueblo Urban Renewal Project)

1.0 PARTIES. This Agreement ("Agreement") is made and executed effective as of APRIL 11, 2023 by and between the **PUEBLO URBAN RENEWAL AUTHORITY**, a body corporate and politic of the State of Colorado ("Authority") and the **PUEBLO CITY-COUNTY LIBRARY DISTRICT**, a political subdivision of the State of Colorado ("District"). The Authority and the District are also referred to herein collectively as the "Parties" or individually as a "Party."

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 Urban Renewal Project. Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. ("Act"), the City of Pueblo ("City") and Pueblo County ("County") have agreed to jointly undertake the West Pueblo Urban Renewal Project (the "Urban Renewal Project" or "Project") pursuant to the "West Pueblo Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan").

2.2 Authorization. The area (the "Area" or "Urban Renewal Area") included in the proposed Urban Renewal Plan includes real property in unincorporated Pueblo County that is contiguous to a portion of the Urban Renewal Area that is within the municipal limits of the City as authorized by Section 31-25-112.5 of the Act.

2.3 Agricultural Land. The Proposed Urban Renewal Area includes approximately 129.87 acres of property that is or, within the previous five years, has been classified by the Pueblo County Assessor as agricultural land ("Agricultural Land") for the purposes of levying ad valorem property taxes. The Parties intend that this Agreement shall constitute written approval by the District to inclusion of such Agricultural Land in the Urban Renewal Area as provided by Section 31-25-107(1)(c)(II)(C) of the Act.

2.4 City Approval of the Plan. In accordance with the Act, the City Council of the City will consider approving the plan at its meeting ~~on~~ IN QRT 4, 2023, pursuant to the notices of public hearing required by the Act.

2.5 County Approval of the Plan. In accordance with Section 31-25-112.5 of the Act, the County Commissioners of the County will consider approving the Plan at its meeting ~~on~~ IN QRT 4, 2023 pursuant to the notices of public hearing required by the Act.

2.6 Purpose of the Plan. The purpose of the Plan is to eliminate conditions of blight documented in the "West Pueblo Urban Renewal Plan: Conditions Survey" dated May 2, 2022 (the "Conditions Survey"), and to redevelop and rehabilitate the Urban Renewal Area described in the Plan by private enterprise as required by the Act. The benefits and potential burdens of the Urban Renewal Project on the District and other taxing entities are described in that certain document entitled "West Pueblo Urban Renewal Plan Impact Report" dated August 22, 2022 (the "Impact Report").

2.7 Tax Increment Financing. The Urban Renewal Plan contains provisions that permit the financing of the Urban Renewal Project by means of property tax increment financing ("TIF Financing") contained in Section 31-25-107(9) of the Act and is therefore subject to the requirements contained in House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279 (collectively, the "Amended 1348 Requirements").

2.8 Enhanced Base Valuation. In addition to the other benefits of the Urban Renewal Project, inclusion of Agricultural Land in the Plan will result in the benefit to the District of the enhanced assessed base value required by Section 31-25-107(9)(g) of the Act in connection with the authorization for TIF Financing.

2.9 Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of any and all undertakings and activities authorized in the Plan and the Act to eliminate conditions of blight and to comply with Section 31-25-107(4)(g) of the Act that requires the Plan afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation and redevelopment of the Urban Renewal Area by private enterprise.

2.10 Colorado Urban Renewal Law. In accordance with the Act··as amended to the·date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the Urban Renewal Area.

3.0 AGREEMENT. In consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and among the Parties hereto as set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 "Act" means the Colorado Urban Renewal Law, §§31-25-101, et seq., C.R.S, as amended.

4.2 "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 "Agricultural Land" means land described in Section 2.3 of this Agreement.

4.4 "Amended 1348 Requirements" means the requirements applicable to use of Property Tax Increment Revenues imposed by House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279.

4.5 "Authority" means the Party described in Section 1.0, and its successors and assigns.

4.6 "Bonds" means any bonds (including refunding bonds), notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, or other obligations provided in the Act.

4.7 "City" means the City of Pueblo, a home rule city of the State of Colorado.

4.8 "District" means the Party described in Section 1.0, and its successors and assigns.

4.9 "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions of the Plan will be in effect as specified in Section 31-25-109(a) of the Act and the Plan and the Authority will receive the Property Tax Increment Revenues.

4.10 "Party" or "Parties" shall have the meaning described in Section 1.0.

4.11 "Plan" or "Urban Renewal Plan" means the urban renewal plan defined in Section 2.1.

4.12 "Project" shall have the same meaning as Urban Renewal Project.

4.13 "Project Documents" means the Conditions Survey, Impact Report, Urban Renewal Plan, and the notices of public hearing described in Sections 2.4 and 2.5.

4.14 "Property Tax Increment Revenues" means all revenues produced by property tax levies, on the TIF portion of the property tax assessment roll, as described in Section 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration of the TIF financing provisions of the Plan.

4.15 "Special Fund" means the fund described in the Plan and Section 31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.16 "TIF Financing" means the financing authorized and permitted pursuant to the tax allocation or tax increment provisions of the Plan and Section 31-25-107(9) of the Act.

4.17 "Urban Renewal Area" means the area included in the boundaries of the Plan.

4.18 "Urban Renewal Project" means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan authorized by and pursuant to the Act.

5.0 COOPERATION. In accordance with Section 31-25-112 of the Act, this Agreement shall constitute an agreement in writing by the District to aid the Authority in (1) the elimination of conditions of blight from the Urban Renewal Area, (2) written approval of the District to inclusion of Agricultural Land in the Plan, and (3) providing necessary infrastructure through the unqualified payment or reimbursement of eligible costs of the Project.

5.1 Property Tax Increment Revenues. The District agrees the Authority may retain and expend in furtherance of the Urban Renewal Project 100% of the Property Tax Increment Revenues it receives from the Pueblo County Treasurer each year from the property tax levy of the District against the TIF portion of the assessment roll as authorized in the Plan for the maximum period of twenty-five (25) years that the Authority is authorized to receive Property Tax

Increment Revenues pursuant to the Act (the "Duration").

5.2 Pledge of Property Tax Increment Revenues. The District recognizes and agrees that in reliance on this Agreement, the Authority intends to and shall have the unqualified right to irrevocably pledge all the Property Tax Increment Revenues it receives to payment of the eligible costs of the Urban Renewal Project for the duration of the Urban Renewal Project. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S. to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act and shall be an obligation of the Parties pursuant to Section 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues shall be governed by Section 11-57-208, C.R.S.

5.3 Amended 1348 Requirements. The Parties acknowledge that the Amended 1348 Requirements created new requirements applicable to new or modified urban renewal projects. By entering into this Agreement, the Parties intend to resolve all questions concerning the applicability of these statutory changes to the matters described herein to aid in the timely execution of the Urban Renewal Project.

5.4 Receipt of Project Documents; Waivers. The District acknowledges receipt of the Project Documents and agrees that the Project Documents and execution of this Agreement satisfy the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF Financing for this Urban Renewal Plan, approvals for inclusion of Agricultural Land in the Plan, and notices related thereto, except those that may apply to future modifications of Plan as required by Sections 31-25-107 (3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the District hereby waives (1) except as provided in 5.5 below, the right to receive any funds to finance any additional infrastructure and services required to serve development within the Urban Renewal Area; (2) the right to enjoin any activity of the Authority pursuant to the Plan, including the right of the Authority to issue Bonds necessary to finance the Project; (3) the rights to receive the notice and share in Property Tax Increment Revenues in accordance with the provisions of Sections 31-25-107 (9.5) and (11) of the Act; (4) the arbitration rights contained in Section 31-25-107 (12) of the Act; and (5) any other right or remedy that would materially interfere with or impair the validity of the Bonds or the rights and remedies of any holder of the Bonds.

5.5 Assistance with Future Additional Library Services for Urban Renewal Area. The Parties acknowledge that construction of residences in the Urban Renewal Area may require the District to construct additional library infrastructure to serve such future residents in the Urban Renewal Area. Accordingly, upon presentment of commercially reasonable data that, considering the burdens and benefits of revenue accruing to the District, shows impacts on the services of the District as a result of such additional residents in the Urban Renewal Area, the Authority agrees to give favorable consideration to providing such financial or other lawful assistance to the District as may be available to provide such infrastructure; provided that such assistance shall not impair any existing Bonds or other legal obligations of the Authority related to the Urban Renewal Project.

6.0 NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the District of any proposed modification of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. This Agreement is not part of the Plan.

7.0 AGREEMENT CONFINED TO URBAN RENEWAL PLAN. This Agreement applies only to the Urban Renewal Plan and the Urban Renewal Area and does not include any other urban renewal plan or urban renewal area.

8.0 MISCELLANEOUS.

8.1 Delays. Subject to Section 8.2 herein, any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2 Termination; Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF Financing provision, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction on or after the effective date hereof that invalidates or materially affects any provisions hereof, the Parties will in good faith negotiate for an amendment of this agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts or financial obligations in effect at such time.

8.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement; provided, however, a bond trustee or lender may enforce its rights as provided under the documents authorizing the issuance or sale of the Bonds. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or

employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of eligible costs or any other lawful financing obligation related to the Project.

8.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and any exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement; provided, however, the Agreement may be assigned by a Party to a successor of such Party.

8.12 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.13 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without-regard ·to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.14 Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

8.15 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute the approval of such changes by the respective Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

By: _____
Secretary/Executive Director

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Chair

ATTEST:

By: _____

PUEBLO CITY-COUNTY LIBRARY DISTRICT

By: _____
President

PROPERTY TAX INCREMENT REVENUE AGREEMENT

(Pikes Peak Park Metropolitan District Nos. 1-5 – West Pueblo Urban Renewal Project)

1.0 PARTIES. This Agreement (the "Agreement") is made and executed effective as of APRIL 11, 2023, by and between the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority") and PIKES PEAK PARK METROPOLITAN DISTRICT NOS. 1-5, each a quasi-municipal corporation and political subdivision of the State of Colorado (each a "District" and collectively, the "Districts"). The Authority and the Districts are also referred to herein collectively as the "Parties" or individually as a "Party."

2.0 RECITALS. The following recitals are incorporated in and made a part of this Agreement. Capitalized terms are defined in Section 4.0.

2.1 Urban Renewal Project. Pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the City of Pueblo (the "City") and Pueblo County (the "County") have agreed to jointly undertake the West Pueblo Urban Renewal Project (the "Urban Renewal Project" or "Project") pursuant to the "West Pueblo Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan").

2.2 Authorization. The area included in the proposed Urban Renewal Plan (the "Area" or "Urban Renewal Area") includes real property in unincorporated Pueblo County that is contiguous to a portion of the Urban Renewal Area that is within the municipal limits of the City, as authorized by Section 31-25-112.5 of the Act.

2.3 Agricultural Land. The proposed Urban Renewal Area may include property that has been classified within the previous five years as agricultural land by the Pueblo County Assessor ("Agricultural Land") for the purposes of levying ad valorem property taxes. The Parties intend that this Agreement shall constitute written approval by the District to inclusion of such Agricultural Land in the Urban Renewal Area as provided by Section 31-25-107(1)(c)(II)(C) of the Act.

2.4 City Approval of the Plan. In accordance with the Act, the City Council of the City will consider approving the Plan at its meeting ~~on~~ IN QRT 4, 2023, pursuant to the notices of public hearing required by the Act.

2.5 County Approval of the Plan. In accordance with Section 31-25-112.5 the Act, the County Commissioners of the County will consider approving the Plan at their meeting ~~on~~ IN QRT 4, 2023, pursuant to the notices of public hearing required by the Act.

2.6 Purpose of the Plan. The purpose of the Plan is to eliminate conditions of blight documented in the "West Pueblo Urban Renewal Plan: Conditions Survey" dated May 2, 2022 (the "Conditions Survey"), and to redevelop and rehabilitate the Urban Renewal Area described in the Plan by private enterprise as required by the Act. The benefits and potential burdens of the Urban Renewal Project on the Districts and other taxing entities are described in that certain

document entitled "West Pueblo Urban Renewal Plan Impact Report" dated August 22, 2022 (the "Impact Report").

2.7 Tax Increment Financing. The Urban Renewal Plan contains provisions that permit the financing of the Urban Renewal Project by means of property tax increment financing ("TIF Financing") contained in Section 31-25-107(9) of the Act and is therefore subject to the requirements contained in House Bill 15-1348, enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279 (collectively, the "Amended 1348 Requirements"). As more specifically set forth in the Act, TIF Financing provides that taxes, if any, levied after the effective date of the approval of the Urban Renewal Plan upon taxable property in the Urban Renewal Area each year shall be divided for a period of not to exceed twenty-five (25) years from the effective date of the Urban Renewal Plan, and that a portion of said property tax revenues shall be allocated to and paid into a special fund of the Authority to pay principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness, incurred by the Authority for financing an urban renewal project, or to make payments pursuant to an agreement executed pursuant to Section 31-25-107(9.5) or Section 31-25-107(11) of the Act.

2.8 Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of any and all undertakings and activities authorized in the Plan and the Act to eliminate conditions of blight and to comply with Section 31-25-107(4)(g) of the Act that requires the Plan afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation and redevelopment of the Urban Renewal Area by private enterprise.

2.9 Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the Urban Renewal Area.

2.10 Relationship Among the Parties. The Parties are cooperating with the City and the County to facilitate carrying out the Plan and urban renewal projects within the Urban Renewal Area, and the Parties desire to enter into this Agreement for the transfer to the Districts of property tax revenues that the Authority receives from the Districts' mill levy on taxable property in the Urban Renewal Area

3.0 AGREEMENT. In consideration of the covenants, promises, and agreements of each of the Parties, the Parties agree to the provisions set forth herein.

4.0 DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

4.1 "Act" means the Colorado Urban Renewal Law, §§31-25-101, *et seq.*, C.R.S, as amended.

4.2 "Agreement" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

4.3 "Agricultural Land" means the land described in Section 2.3 of this Agreement.

4.4 "Amended 1348 Requirements" means the requirements applicable to use of Property Tax Increment Revenues imposed by House Bill 15-1348 enacted in 2015, as amended in 2016, by Senate Bill 16-177, and in 2017 by Senate Bill 17-279.

4.5 "Authority" means the Party described in Section 1.0, and its successors and assigns.

4.6 "Bonds" means any bonds (including refunding bonds), notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, or other obligations provided in the Act.

4.7 "City" means the City of Pueblo, a home rule city of the State of Colorado.

4.8 "Districts" means the Parties described in Section 1.0, and their successors and assigns.

4.9 "Duration" means the twenty-five (25) year period that the tax increment or tax allocation provisions of the Plan will be in effect as specified in Section 31-25-109(a) of the Act and the Plan and the Authority will receive the Property Tax Increment Revenues.

4.10 "District TIF Revenue" shall have the meaning described in Section 5.1 hereto.

4.11 "Party" or "Parties" shall have the meaning described in Section 1.0.

4.12 "Plan" or "Urban Renewal Plan" means the urban renewal plan defined in Section 2.1.

4.13 "Project" shall have the same meaning as Urban Renewal Project.

4.14 "Project Documents" means the Conditions Survey, Impact Report, Urban Renewal Plan, and the notices of public hearing described in Sections 2.4 and 2.5.

4.15 "Property Tax Increment Revenues" means all revenues produced by property tax levies on the TIF portion of the property tax assessment roll, as described in Section 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration of the TIF Financing provisions of the Plan.

4.16 "Special Fund" means the fund described in the Plan and Section 31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

4.17 "TIF Financing" means the financing authorized and permitted pursuant to the tax allocation or tax increment provisions of the Plan and Section 31-25-107(9) of the Act.

4.18 "Urban Renewal Area" means the area included in the boundaries of the Plan.

4.19 "Urban Renewal Project" means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan authorized by and pursuant to the Act.

5.0 COOPERATION. In accordance with Section 31-25-112 of the Act, this Agreement shall constitute an agreement in writing by the Districts to aid the Authority in (1) the elimination of conditions of blight from the Urban Renewal Area, (2) written approval of the Districts to inclusion of Agricultural Land in the Plan, if any, and (3) providing necessary infrastructure through the unqualified payment or reimbursement of eligible costs of the Project.

5.1 The Districts' Property Tax Increment Revenues. Effective as of the date of final approval of the Plan by the City and the County, after deducting ____ percent (__%) for administration of this Agreement, the Authority shall pay to the Districts all the increase in property tax revenues calculated, produced, allocated, and paid to the Authority as a result of the levy of the Districts upon taxable property within the Urban Renewal Area, pursuant to and in accordance with § 31-25-107(9)(a)(II), C.R.S. of the Act (the "District TIF Revenue"). The Authority shall place the District TIF Revenue in a separate District Account created within the Special Fund (the "District Account"). Commencing on the date the Authority receives any District TIF Revenue and for the Duration of the Authority's right to receive District TIF Revenue, the Authority, on or before the 20th day of each month, shall pay all such District TIF Revenue received during the previous month into the District Account and shall transfer the funds in the District Account to the Districts.

5.2 Use of District TIF Revenue. The Districts agree to use the District TIF Revenue received pursuant to this Agreement in accordance with the statutory authority granted to the Districts under their Service Plan and Section 32-1-101, *et seq* C.R.S. The Authority hereby acknowledges and agrees that in the event that the Plan is finally approved by the City and County after one or more of the Districts issues Bonds secured by, *inter alia*, a pledge of the Districts' ad valorem property tax revenues (including the Districts' TIF Revenues, and including but not limited to those certain Bonds anticipated to be issued by Pikes Peak Park Metropolitan District No. 1 on or around May 2023, in the maximum principal amount of $8,000,000), the Authority's counsel shall provide an opinion upon final approval of the Plan by the City and County to the Districts stating that this Agreement is a legal, valid and binding obligation of the Authority enforceable in accordance with the terms stated herein.

5.2 Pledge of Property Tax Increment Revenues. The Districts recognize and agree that, except for the District TIF Revenue that will be deposited in the District Account, the Authority shall have the unqualified right to irrevocably pledge all the Property Tax Increment Revenues it receives to payment of the eligible costs of the Urban Renewal Project for the duration of the Urban Renewal Project. The Authority has elected to apply the provisions of Section 11-57-208, C.R.S. to this Agreement. The Property Tax Increment Revenues, when and as received by the Authority shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act and shall be an obligation of the Parties pursuant to Section 31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement, and priority of the pledge of the Property Tax Increment Revenues shall be governed by Section 11-57-208, C.R.S.

5.3 Amended 1348 Requirements. The Parties acknowledge that the Amended 1348 Requirements created new requirements applicable to new or modified urban renewal projects. By entering into this Agreement, the Parties intend to resolve all questions concerning the applicability of theses statutory changes to the matters described herein to aid in the timely execution of the Urban Renewal Project.

5.4 Receipt of Project Documents; Waivers. The Districts acknowledge receipt of the Project Documents and agree that the Project Documents and execution of this Agreement satisfy the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF Financing for this Urban Renewal Plan, approvals for inclusion of Agricultural Land in the Plan, and notices related thereto, except those that may apply to future modifications of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the District hereby waives (1) the right to receive any funds to finance any additional infrastructure and services required to serve development within the Urban Renewal Area; (2) the right to enjoin any activity of the Authority pursuant to the Plan, including the right of the Authority to issue Bonds necessary to finance the Project; (3) the rights to receive the notice and share in Property Tax Increment Revenues in accordance with the provisions of Sections 31-25-107 (9.5) and (11) of the Act; (4) the arbitration rights contained in Section 31-25-107 (12) of the Act; and (5) any other right or remedy that would materially interfere with or impair the validity of the Bonds or the rights and remedies of any holder of the Bonds.

6.0 NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the Districts of any proposed modification of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. This Agreement is not part of the Plan.

7.0 AGREEMENT CONFINED TO URBAN RENEWAL PLAN. This Agreement applies only to the Urban Renewal Plan and the Urban Renewal Area and does not include any other urban renewal plan or urban renewal area.

8.0 MISCELLANEOUS.

8.1 Delays. Subject to Section 8.2 herein, any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; extreme weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2 Termination; Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF Financing provision, the Authority may terminate this Agreement by delivering written notice to the Districts. The Parties further agree that, in the event legislation is adopted or a decision by a court of competent jurisdiction on or after the effective date hereof that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and

provisions of this Agreement, but does not impair any otherwise valid contracts or financial obligations in effect at such time.

8.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement; provided, however, a bond trustee or lender may enforce its rights as provided under the documents authorizing the issuance or sale of the Bonds. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6 No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of sovereign or governmental immunity that the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

8.7 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.8 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of eligible costs or any other lawful financing obligation related to the Project.

8.9 Incorporation of Recitals and Exhibits. The provisions of the Recitals and any exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.10 No Assignment. No Party may assign any of its rights or obligations under this Agreement; provided, however, the Agreement may be assigned by a Party to a successor of such Party.

8.11 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.12 No Presumption. The Parties to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.13 Severability. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity or enforceability of the Agreement as a whole.

8.14 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made minor changes to this Agreement as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of the Agreement shall constitute the approval of such changes by the respective Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

By: _____
Secretary/Executive Director

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Chair

ATTEST:

By: Heidi Gamer

PIKES PEAK PARK METROPOLITAN DISTRICT NOS. 1-5

By: _____

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

By: _____
Secretary/Executive Director

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Chair

ATTEST:

By: Heidi Gamer
Heidi Gamer (Jan 26, 2023 14:24 MST)

PIKES PEAK PARK METROPOLITAN DISTRICT NOS. 1-5

By: _____
Zerella pulliam (Jan 26, 2023 15:23 MST)

TIF Agreement Pikes Peak Park MD Nos. 1-5, 2023-01-25

Final Audit Report 2023-01-26

Created:	2023-01-26
By:	Christina Dumpert (cdumpert@wbapc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcQTLi2OFtBKGyL0Aj2tlePu1LGoGxO1i

"TIF Agreement Pikes Peak Park MD Nos. 1-5, 2023-01-25" History

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West Pueblo Urban Renewal Plan

Impact Report

Pueblo Urban Renewal Authority

166649 | August 22, 2022

SEH

Building a Better World for All of Us®

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August 22, 2022

West Pueblo Urban Renewal Plan
Pueblo Urban Renewal Authority

Dear PURA Board of Commissioners,

This Impact Report is intended to satisfy the requirements outlined in Colorado's Urban Renewal Law, C.R.S. 31-25-107(3.5)I-V. According to Statute, the Urban Renewal Impact Report is a supplementary document to the Urban Renewal Plan that is required if property or sales taxes will be utilized in the project area for renewal activities. The Pueblo West Urban Renewal Plan area intends to utilize tax increment financing within its project area and therefore requires an impact report to be completed.

This Impact Report meets the minimum requirements defined by C.R.S. 31-25-107(3.5)I-V, but also has been designed to provide the Pueblo Urban Renewal Authority with a realistic forecast of how development will proceed throughout the Plan area. The forecast utilized in this report has been informed by an analysis of all properties within the project area, as well as interviews with PURA staff. The forecasts are intentionally designed to be conservative estimates and reflect community development needs that have been highlighted by this Board and the public.

The goal of this report is to provide the Pueblo Urban Renewal Authority with a realistic forecast of impacts to better inform negotiations with impacted taxing entities and ensure that the West Pueblo Urban Renewal Plan succeeds in bringing about the renewal hoped for by the Pueblo community.

Sincerely,

Andrew Arnold

CC: Jerry Pacheco and Cherish Deeg

Executive Summary

The West Pueblo Urban Renewal Plan Impact Report:

The Pueblo Urban Renewal Authority has begun the process of establishing a new Urban Renewal Plan area. This report describes the area as the West Pueblo Urban Renewal Plan. The previously completed Conditions Survey found that this plan area meets the statutory threshold of conditions outlined in C.R.S. 31-25-103. The Plan area exhibits five of the eleven statutorily defined blighting conditions, meaning that the project is eligible for renewal activities.

One type of renewal activity is the utilization of property and sales taxes to help remediate blight, incentivize redevelopment, and fund public improvements throughout the project area. This mechanism is known as Tax Increment Financing, and Colorado's Urban Renewal Law requires that an Impact Report be submitted with any Urban Renewal Plan that intends to utilize property and/or sales taxes for renewal activities in its project area (C.R.S. 31-25-107(3.5)I-V). The West Pueblo Urban Renewal Plan proposes the use of Tax Increment Financing, which triggered the need for this Impact Report.

The minimum requirements for an Impact Report are outlined in Colorado's Urban Renewal Law. Those requirements include,

A) the estimated time to complete the Urban Renewal Project,
B) The estimated annual property tax increment to be generated by the Urban Renewal Project and the portion of such increment to be allocated during this period to fund the urban renewal project,
C) an estimate on the county revenue impact, and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure,
D) a statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (II) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority,
E) Any other estimated impacts of the urban renewal project on county services and revenues.

This Impact Report addresses each of the statutory requirements outlined above. Specifically, this Impact Report forecasts future tax incremental revenue by projecting a probable development scenario throughout the 385-acre Plan area over the next 25 years. This report assumes that the West Pueblo Urban Renewal Plan will be successful in remediating blighting conditions present within this area, which will help facilitate new development. The report also assumes that this new development will be incentivized by the Pueblo Urban Renewal Authority to address community needs, such as an increase in affordable housing, mixed-use and commercial development.

With the assistance of PURA Staff, this report evaluated probable development that is likely to occur if supported by West Pueblo Urban Renewal Plan. The report forecasted development type, density and value on each parcel using market assumptions and local development trends. These development scenarios were then phased over the Plan area's lifetime, according to the type of development and estimated market absorption rates. The resulting assessed value from these development scenarios was then contrasted with the base assessment of the West Pueblo Urban Renewal Plan area to determine the annual tax increment generated by the project. New retail space was also estimated, which was used to determine new sales tax production within the Plan area.

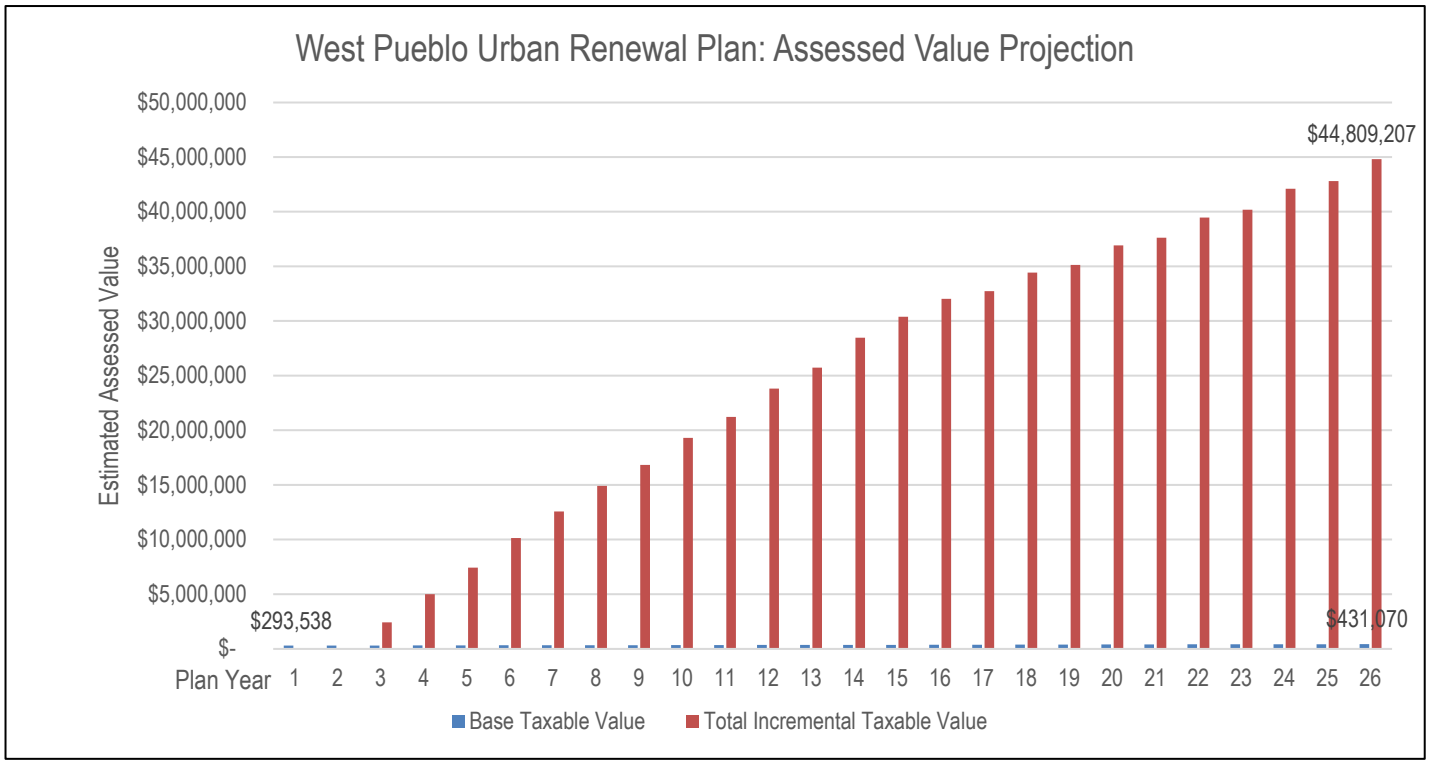
This redevelopment's total tax revenue and increment has been estimated by the impact report to determine the revenue impacts on effected taxing entities. The report also addresses population and student generation within the Plan area, and its potential impact to taxing entities such as the County and the School District.

This report found that the West Pueblo Urban Renewal Plan would not adversely affect the taxing entities that collect property and sales tax within its boundary. The Renewal Plan will not require new County Infrastructure to be

successful, nor would it require substantial County funded services. Although a County facility and roadway extension are planned to be included and to connect to this area, the Plan's TIF revenue is intended to help fund these improvements. This report evaluated County budgets and property tax revenue and found that the Plan's fiscal impacts were minimal. This report also analyzed the Plan's impacts to the Pueblo School District 60. Projected development would generate a significant number of new students. However, this report concludes that this increase in students will help offset a declining pupil membership in the district. Capital improvements are unlikely to be triggered by redevelopment in the Plan area, meaning that fiscal impacts by the West Pueblo Plan were minimal. This report concludes that effected taxing entities should support the West Pueblo Urban Renewal Plan, as its benefits to the community outweigh its fiscal costs.

The West Pueblo Urban Renewal Plan represents PURA's, the City of Pueblo's and Pueblo County's commitment to achieving public private partnerships that will facilitate community-minded development where it is needed most. This Impact Report was designed not only to evaluate the potential impacts of this development, but to also provide a roadmap for achieving these redevelopment goals. Projected Property and Sales Tax Increment that would be generated within this Urban Renewal Plan Area are described in the table below:

West Pueblo Urban Renewal Plan Fiscal Projections[1]		
Base Assessed Value of Plan Area	**$**	**293,538**
Total New Improvement Assessed Value	**$**	**43,496,000**
Total Estimated Property Tax TIF Revenue (25-Years)	$	58,601,000
Total Estimated Sales Tax TIF Revenue (25-Years)	$	22,313,000
Annual Property Tax TIF Revenue (25-Year Average)	*$*	*2,253,000*



[1] Estimates have been rounded.

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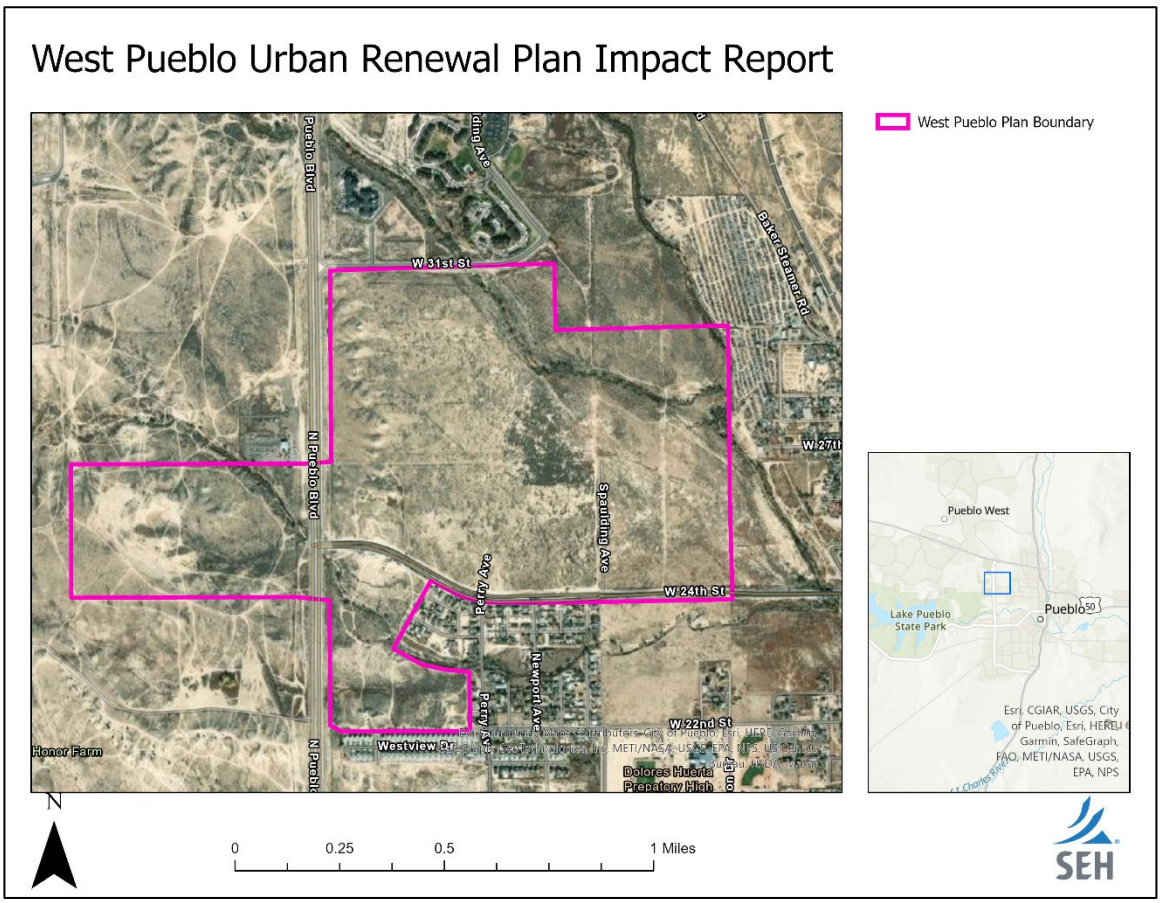
West Pueblo Urban Renewal Plan

Impact Report

Prepared for the Pueblo Urban Renewal Authority

1 Impact Report Summary



Project Area Existing Conditions

The West Pueblo Urban Renewal Plan area encompasses 385-acres[2] within the City of Pueblo. This area includes 8 parcels. This survey area has been strategically drawn to include parcels that need or will attract new investment or reinvestment. The area also includes public right-of-way that may benefit from urban renewal treatment.

[2] Acreage estimate includes Public Right of Way e.g. Roads and Alleys

West Pueblo Urban Renewal Plan Area Description

The proposed West Pueblo Urban Renewal Plan targets an area needing blight remediation, reinvestment, and redevelopment. The plan area is within Pueblo's City Limits and encompasses eight large, currently vacant parcels in city's northeast quadrant. Segments of West 31st Street, West 34th Street, and North Pueblo Boulevard are also included within the plan. The boundary is bisected into west and east parts by North Pueblo Boulevard. The boundary also includes unincorporated property but is specifically drawn in a way that can advance specific Pueblo County infrastructure and public projects.

The goal of the West Pueblo Urban Renewal Project is to encourage "renewal" throughout this surveyed area by attracting additional investment within the project boundary. At the time of this impact report, three potential private developments have been proposed within the area, under the assumption that they could received support from the Pueblo Urban Renewal Authority and the West Pueblo Plan.

Pueblo County has also indicated that a major infrastructure extension and public service facility could be located within the plan area. The infrastructure improvement would involve extending a roadway that eventually would connect the plan area to Pueblo West. It had been proposed that this infrastructure improvement would service a County-owned facility and could be supported financially via tax increment financing revenue. This scenario is further explored in the Tax Entity Impacts section.

West Pueblo URA Plan Area	Totals
Number of Total Acres	385
Parcel Acreage	355
Number of Parcels	8

1.1 Zoning Districts

The West Pueblo Urban Renewal Plan area includes 6 City of Pueblo zoning districts. Each zoning district regulates the land uses on their respective parcels according to the City of Pueblo's Comprehensive Plan and municipal code. These zoning districts will regulate the redevelopment that will be permitted throughout the West Pueblo Urban Renewal project. The zoning districts also inform the forecasts made by this Impact Report.

There are three parcels within the plan area that are currently in unincorporated pueblo county. These parcels have a County land use designation for agricultural uses, which were included as part of the A-1 category. A summary of each zoning district's acreage, number of parcels, and assessed value has been included in the table below.

Zoning Districts Statistics

Zoning	Number of Parcels	Number of Acres	% Parcel Acreage	Assessed Value
R-2	1	40.01	0.11	$ 200
R-5	1	19.83	0.06	$ 100
R-6	1	28.34	0.08	$ 17,150
R-8	2	74.99	0.21	$ 65,250
B-3	1	61.56	0.17	$ 7,320
A-1	2	129.87	0.37	$ 11,870

Source - Pueblo County GIS, City of Pueblo GIS and Pueblo County Assessor Office

Current Assessment of Plan Area

The Plan area includes 8 parcels. The total equalized assessed value of these parcels, according to the Pueblo County Assessor's database, is $101,890. Using the 2021 Certified Assessment the City of Pueblo, the existing taxable value of the West Pueblo Urban Renewal Plan area is 0.012% of the City's total taxable value and 0.0068% of the County's taxable value.

The survey boundary encompasses properties that are taxed according to three Pueblo County taxing districts, 60B, 60CT, 60D. Each district has a different mill levy, which is outlined in the table below. The number of parcels, estimated acreage and assessed value according to each Taxing District within the survey boundary is recorded in the following table.

Taxing Districts Present

Tax District Statistics				
Tax Districts	**Mill Levy**	**Number of Parcels**	**Estimated Acreage**	**Estimated Assessed Value**
60B	97.705	4	177	$ 72,770
60CT	81.233	2	68	$ 28,530
60D	82.072	2	110	$ 590

The West Pueblo Urban Renewal Plan includes three parcels that exhibit an agricultural assessment as per their 2020 assessment. To accurately forecast tax increment generation on these parcels, this report assumed that each agricultural parcel will be reassessed as vacant/commercial. The analysis assigned a new market value to each agriculturally assessed parcel and used this new value as the urban renewal plan's base value.

2 Impact Report Methodology

Forecasting Future Growth

West Pueblo Urban Renewal Plan's goal is to incentivize redevelopment by remediating blighting conditions and spurring new investments in public infrastructure, amenities, and community development needs.

One of the tools urban renewal authorities can use to bring about these changes is known as Tax Increment Financing (TIF). TIF is a redevelopment strategy that leverages future tax revenues to incentivize redevelopment for urban renewal activities. Colorado's Urban Renewal Law mandates that urban renewal project areas which intend to use TIF for renewal activities submit a supplementary Impact Report to help forecast growth within a renewal area and estimate the impacts this growth will have on taxing entities that operate within that area. The impact report's purpose is to ensure that taxing entities that rely on property tax revenues will not be adversely impacted by the urban renewal project.

Quantifying these impacts requires a forecast of probable growth throughout the project area over the project's lifetime. The West Pueblo Urban Renewal Plan is expected to last 25 years, the maximum amount of time allotted by Colorado's Urban Renewal Law. This report estimates where and when this redevelopment will take place.

The analysis organized all new development into three **Phases**. Each Phase lasts a specific amount of time deemed reasonable for redevelopment. The properties selected for each phase were analyzed by a range of redevelopment factors and the presence of blighting factors[3]. These factors helped to organize parcels based on their redevelopment feasibility.

Redevelopment Phases

Redevelopment Phase	Estimated Time
1	5 Years
2	8 Years
3	10 Years

The analysis assumes that the first two years of the Plan will not generate any new assessed value. After this two-year lag period, the redevelopment Phases begin. The first Phase is assumed to take place between 2024 and 2028, lasting five years. The second phase will begin in 2029 and conclude in 2036, lasting eight years. The third and final phase is projected to begin in 2037 and end with the Urban Renewal Plan in 2046[4].

Redevelopment Feasibility Analysis

The analysis assumes a particular redevelopment perspective, one that is informed by proposed development, County infrastructure extensions, and projected growth throughout the city. This underscores the order, pace and type of development that is likely to occur within the West Pueblo Urban Renewal Plan area.

This report analyzed every parcel within the Plan area using specific redevelopment metrics. These metrics included:

- *market valuation,*
- *assessments, zoning,*
- *proposed development,*
- *underutilization,*
- *vacancy,*
- *the presence of blighting factors,*
- *non-conforming lots,*
- *topography,*
- *access,*
- *utilities,*
- *floor-area ratios, and*
- *other redevelopment factors.*

The analysis created a matrix using these redevelopment factors which scored each parcel. Parcels that scored the highest for redevelopment feasibility were then placed in specific redevelopment Phases:

Phase 1: Parcels in this phase scored high for redevelopment feasibility. Parcel's undergoing annexations, rezonings, or featuring proposed developments were included in this phase. In general, these parcels tend to be underutilized, vacant, or exhibiting low building improvement

[3] All Blighting Factors geo-located within the West Pueblo Urban Renewal Plan Conditions Survey.
[4] Property Tax Increment in 2047 is also included as part of this report's TIF projections.

values relative to land values. Phase 1 represents the areas within the plan most likely to develop over the next seven years.

Phase 2: Parcels in this phase scored high for redevelopment feasibility but exhibited factors that made them less likely to develop as quickly as Phase 1. These parcels tend to be large parcels with significant topography, lacking interior street networks or infrastructure. They also are underutilized and vacant. The parcels in this Phase also exhibit regulatory hurdles, such as needing rezones and annexations. For these reasons, it is likely that these parcels will develop after Phase 1 is complete since they are adjacent to this future development.

Phase 3: Parcels in this phase scored lower for redevelopment feasibility than parcels in Phases 1 and 2. These parcels tend to exhibit steep topography, lack infrastructure, and are underutilized. These parcels also currently lack access and utilities, meaning that their development is dependent on surrounding parcels. The westernmost parcels in this Phase may benefit from County plans to extend surface infrastructure to the Plan area. However, until this project is complete, these Phase 3 parcels are likely to redevelopment last within the West Pueblo Plan area.

Development Feasibility and Assumptions

This report evaluated recently completed and proposed developments throughout the City of Pueblo to help forecast the type, size, time and value of each redevelopment Phase. This provided a baseline to better project redevelopment within the West Pueblo Plan area over the next 25 years. These assumptions are cataloged below:

- **Type of Development** – Forecasted development is assumed to match its zoning district, except for the agricultural zones. All Agriculturally zoned parcels are assumed to be positioned for higher intensity development, and rezone to an R-5 designation once their redevelopment phase begins. Residential and mixed-use zones are anticipated to be favored throughout the plan area, meaning that the majority of new development will be residentially assessed.

- **Size of Development** – The scale of future development is limited by market demands, such as local absorption rates. Commercial development also needs to account for parking, ROW, and other site improvements that limits the size of vertical construction. SEH analyzed historic floor area ratios (FAR) of existing developments and compared this with recent developments within the City limits. FAR is a ratio between a property's land area and its total building area. The ratio serves as an indicator of how built up a property is relative to its land and can serve as a proxy for utilization. Because of the Plan area's zoning, and emphasis on housing development, this analysis conservatively estimated that future development would average a floor area ratio of 0.15[5].

- **Time of Development** – As mentioned in the Size of Development section, market absorption rates were used to ensure that forecasted development was appropriately phased to meet local market demands. This report also assumes that early phases will need to be successfully completed before future phases can be initiated.

[5] This FAR estimate considers open space, greenways, trails, and parks amenities that are assumed to be part of residential development. These amenities effectively lower FAR.

- **Value of Development** – This report estimated the future value of development by comparing recent single family home sales, townhome and condominium sales, apartment rental rates, and local capitalization rates. This helped evaluate baselines for residential and commercial development, including for sale and for rent properties. These assumptions were incorporated into the TIF model based on unit pricing and price per square foot. These prices included both land and building improvement values. Unit sales price and price per square foot was chosen over cost per square foot because future taxable value is a derivative of actual assessed value. Although the County assessor uses three techniques to assess properties, recent sales price is a common appraisal method. Therefore, the sales price per square foot is a better indicator of future taxable value than cost per square foot. In order to ensure that projections did not over estimate market value, this analysis assumes that only 80% of a properties market value will become its final assessment. This report also analyzed market pricing and affordable pricing to anticipate value for development's targeting lower-income households within the plan area.

PUBELO COMP ANALYSIS

		MARKET RATE		AFFORDABLE RATE		
	DEVELOPMENT TYPE	$/UNIT	Rent $/SF	$/UNIT	Rent $/SF	% DIFF
RESIDENTIAL	SINGLE FAMILY HOME	$ 316,000	$ -	$ 275,000	$ -	87%
	TOWNHOME	$ 255,086	$ -	$ 221,989	$ -	87%
	CONDO	$ 255,086	$ -	$ 221,989	$ -	87%
	MULTI-FAMILY	$ 226,000	$ 2.25	$ 200,000	$ 1.99	87%
		$/UNIT	Lease $/SF			Cap Rate
COMMERCIAL	OFFICE	$ -	$ 12.5			7.25%
	RETAIL	$ -	$ 14.0			6.80%
	LIGHT INDUSTRIAL	$ -	$ 14.0			7.00%

These assumptions guided this report's forecast of future development throughout the West Pueblo Urban Renewal Plan area.

Tax Increment Financing Assumptions

As part of Statutory Requirements, this report projected the estimated property and sales tax generation for future development within the West Pueblo Urban Renewal Plan area. These projections are based on Pueblo County's 2022 certified assessments of property and the mill levies associated with the taxing entities present in the project area. The full list of taxing entities[6] and their associated millage rates are tabulated below:

West Pueblo Urban Renewal Plan Mill Levies

Note: *TIF Percentages are assumed to be 100% for the Impact Report*

	Tax Entity	2022 Mill Levy	TIF Agreement %	TIF Eligible Mill Levy
60B District	PUEBLO COUNTY	30.199	100%	30.199
	CITY OF PUEBLO	15.633	100%	15.633
	S.E.WATER CONSV DISTRICT	0.839	100%	0.839
	LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	1.503	100%	1.503
	PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.889	100%	5.889
	SCHOOL DISTRICT 60	43.642	100%	43.642
	Total	**97.705**	**100%**	**97.705**
	Tax Entity	**2022 Mill Levy**	**TIF Agreement %**	**TIF Eligible Mill Levy**
60D District	PUEBLO COUNTY	30.199	100%	30.199
	S.E.WATER CONSV DISTRICT	0.839	100%	0.839
	LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	1.503	100%	1.503
	PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.889	100%	5.889
	SCHOOL DISTRICT 60	43.642	100%	43.642
	Total	82.072	**100%**	82.072
	Tax Entity	**2022 Mill Levy**	**TIF Agreement %**	**TIF Eligible Mill Levy**
60CT District	PUEBLO COUNTY	30.199	100%	30.199
	LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	1.503	100%	1.503
	TURKEY CREEK CD	0	100%	0
	PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.889	100%	5.889
	SCHOOL DISTRICT 60	43.642	100%	43.642
	Total	81.233	**100%**	81.233

[6] The Pikes Peak Metro District has been excluded for the purposes of this report.

This report assumes that all impacted taxing entities[7] will pledge 100% of their millage rate to the West Pueblo Urban Renewal Project area. Property tax projections made by this report assume that the number of taxing entities, as well as their millage rates, will remain unchanged over the project's lifetime.

Tax Increment assumptions are also based on the above mill levies and assumes that the project area's starting **base value is $293,538**[8]. This report projects that both the project base and all future development will appreciate at a rate pegged to inflation. This report assumes that the **inflation rate will average 3%** biennially over the project's lifetime[9].

Sales Tax Assumptions

Colorado's Urban Renewal Law permits sales tax to be collected within urban renewal project areas to be leveraged for tax increment financing[10]. This report assumes that the City's sales tax rate is the only eligible sale tax for tax increment financing. The amount of sales tax that can be allocated to an urban renewal project is determined by calculating the amount of sales tax collected within the project area's boundary over the past 12 months. This is known as the sales tax base. Any increase over this base associated with new improvements within the project area is subject to negotiations between the municipality and the urban renewal authority over what portion of this increase can be paid out to fund urban renewal activities within the project area.

This report assumes that 100% of the City of Pueblo's sales tax generated by new improvements within the West Pueblo Urban Renewal Plan area will be allocated to the Pueblo Urban Renewal Authority. All sales tax calculations are estimates that have been isolated to only include new retail space forecasted to develop within the Plan area. The City of Pueblo imposes a 3.7% sales tax rate on the purchase price paid or charged on retail services. However, only 0.7% of the City's sales tax rate is already allocated to special funds. These include the police tax and economic development tax. This report assumes that only 3% of the City's 3.7% sales tax rate will be eligible for tax increment financing.

The But-For Assumption

The final assumption made in this report is that all new development would not occur but for the West Pueblo Urban Renewal Plan and the Pueblo Urban Renewal Authority. The goal of this urban renewal plan is to incentivize development through a variety of tools, TIF being just one example, where new investments manifest throughout the Plan area because of the Pueblo Urban Renewal Authority's efforts. All tax increment estimates must therefore be considered revenue that is generated because of the Pueblo Urban Renewal Authority's efforts to attract and facilitate redevelopment to the Plan area. The Conditions Survey identified five statutorily defined blighting factors within the Plan area that impair and arrest sound development. The West Pueblo Urban Renewal Plan will remediate these conditions and bring about development that is desired by the Pueblo community. Because of this, future incremental revenues should not be considered property tax or sales tax that is abdicated by the area's taxing entities. Instead, these incremental revenues should be perceived as a future tax base that would not exist but for the creation of the West Pueblo Urban Renewal Plan.

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[7] The Pikes Peak Metro District has been excluded for the purposes of this report.

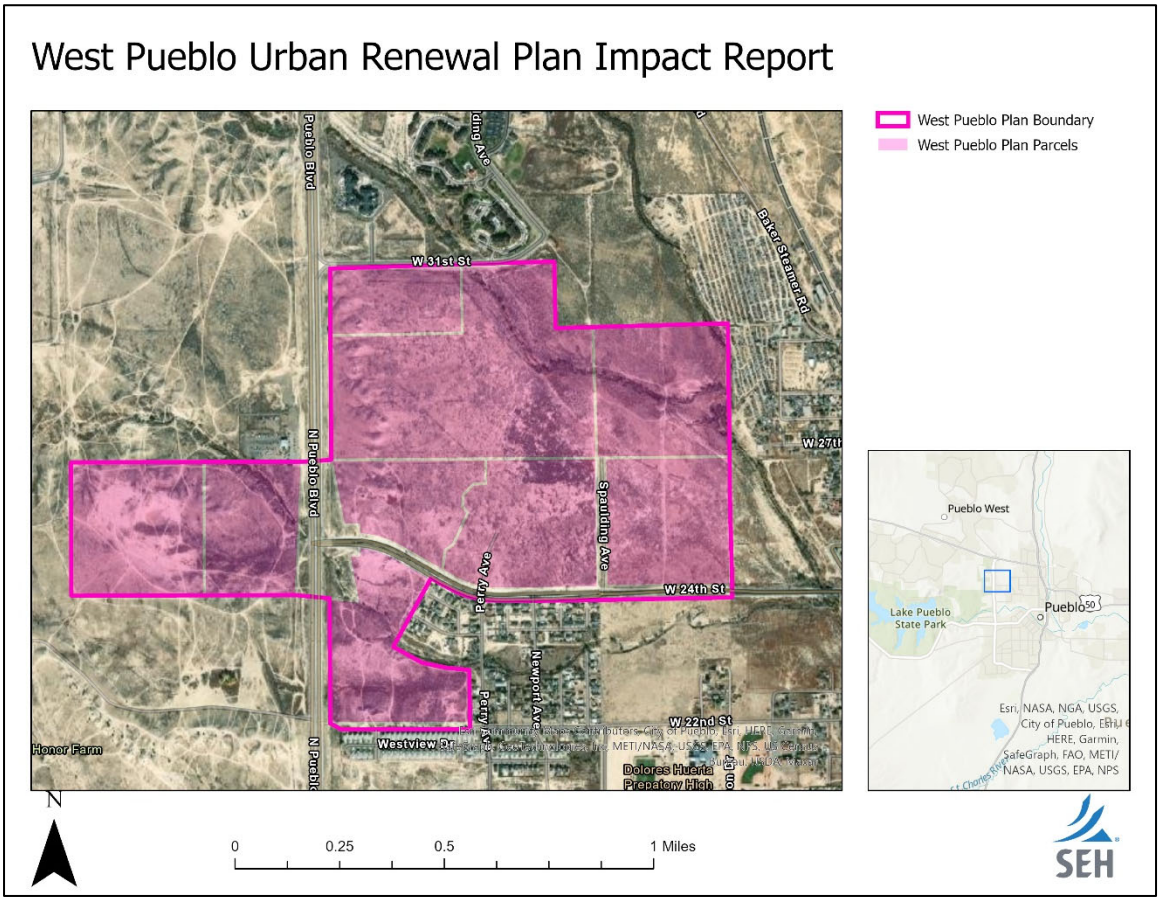
[8] This base value has been adjusted to account for agriculturally assessed properties.

[9] Colorado's Urban Renewal Law requires that the base assessment be reevaluated every two years within an urban renewal project area.

[10] C.R.S. 31-25-107(9)(e)

3 Tax Increment Financing Summary

This Impact Report forecasted potential development throughout the West Pueblo Urban Renewal Plan area over the next 25 years and projected its assessed value and taxable revenue. These projections were used to estimate the amount of property tax increment and sales tax increment that will be generated within the Plan area if the urban renewal project is successful. Development projections are based on the methodology outlined in Section 2 of this report.

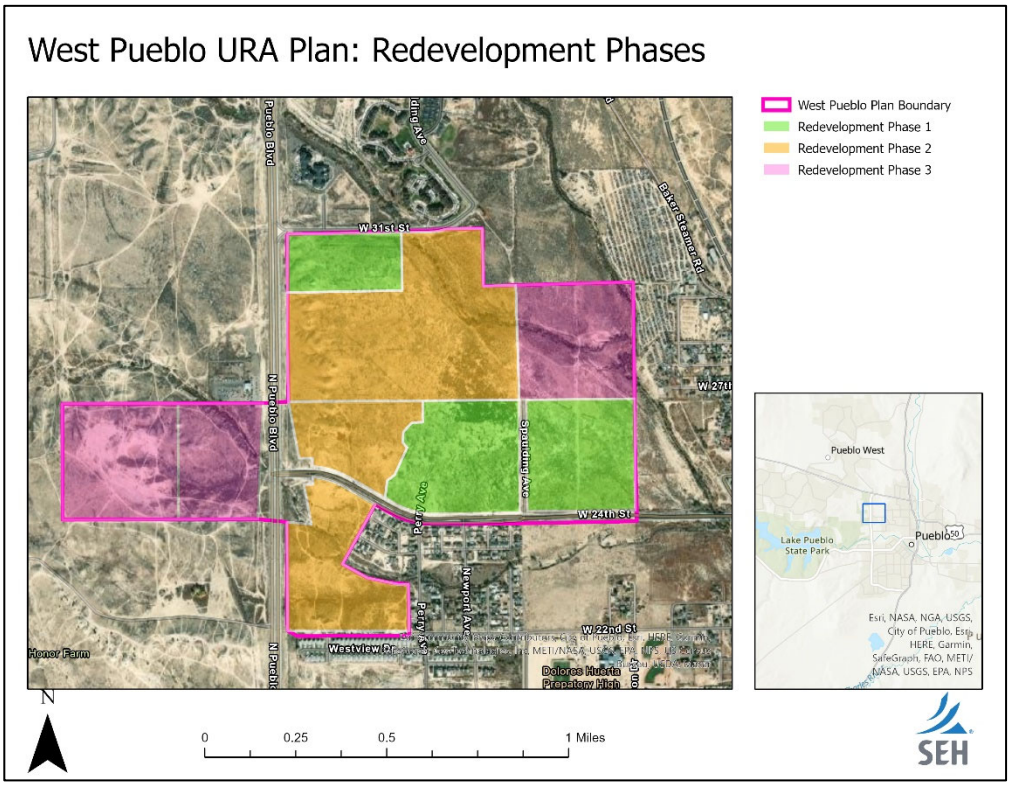


Redevelopment Parcels

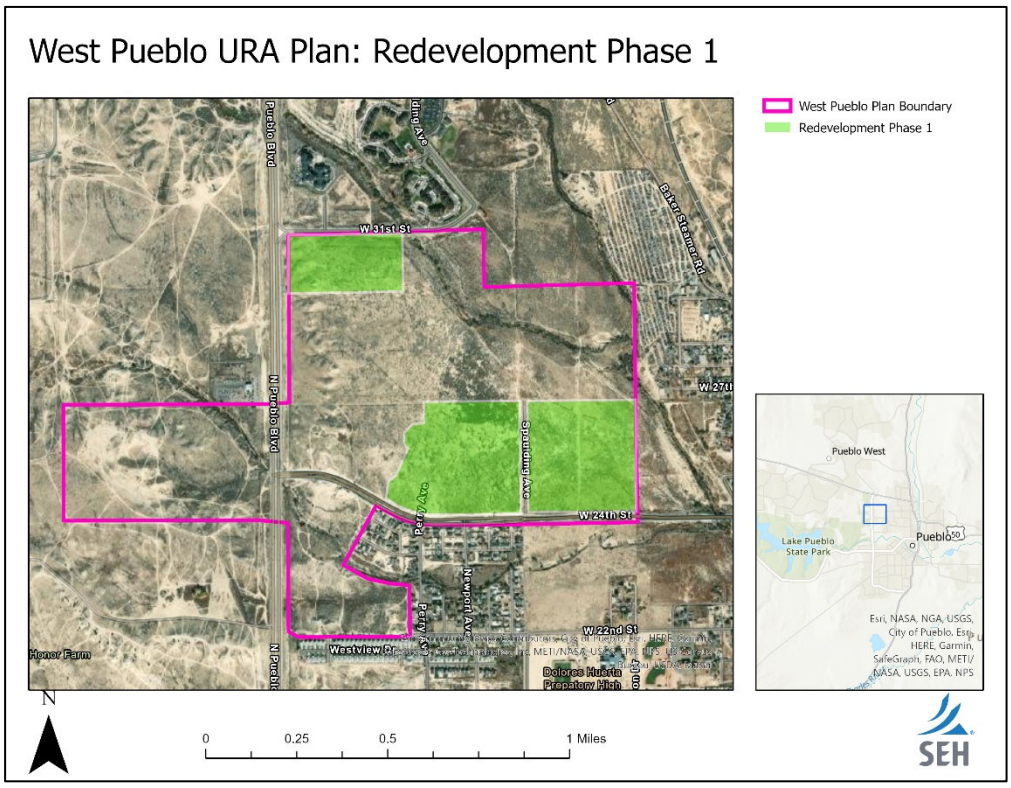
The Impact Report forecasted development on the eight (8) parcels within the Plan Area. These properties were organized into three categories based on their timeline for redevelopment. Properties that are expected to redevelop within the next seven years were categorized as **Redevelopment Phase 1**. Properties that are likely to develop in the next eight years are labeled as **Redevelopment Phase 2**. Properties that are likely to develop in the Plan's final 10 years are labeled **Redevelopment Phase 3**.

The following maps illustrate each Redevelopment Phase and their selected parcel locations. Neighborhood Maps of each Redevelopment Phase are included in this Report's Appendix.

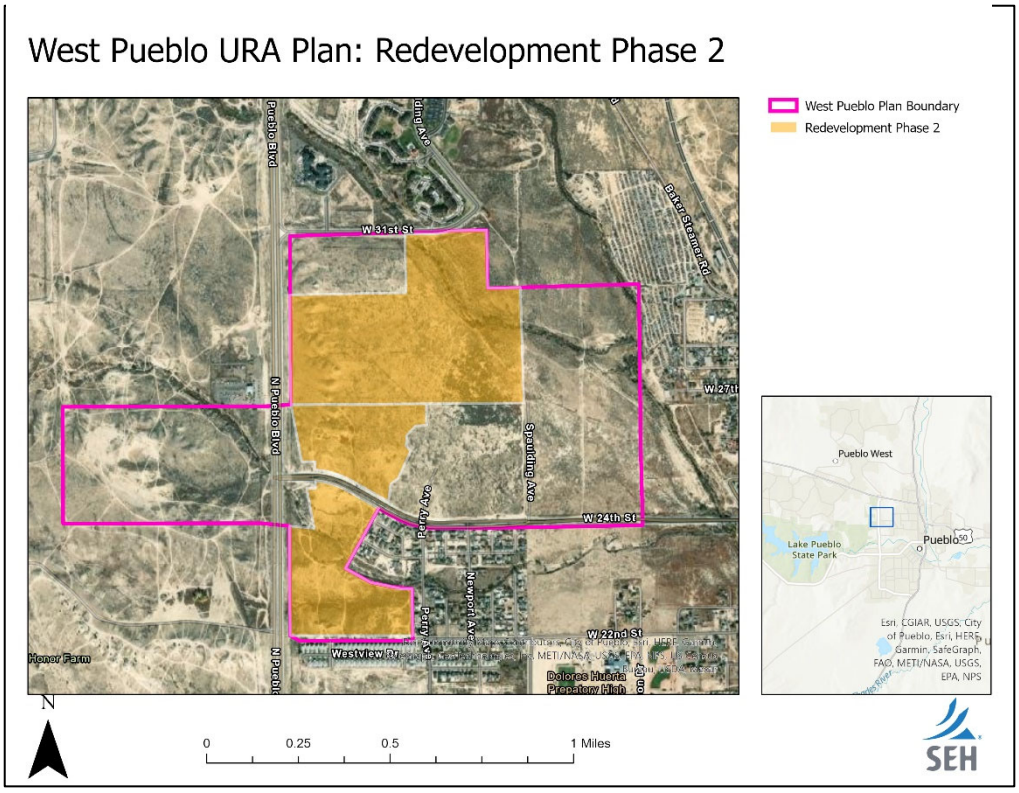
Redevelopment Phases - Summary Map



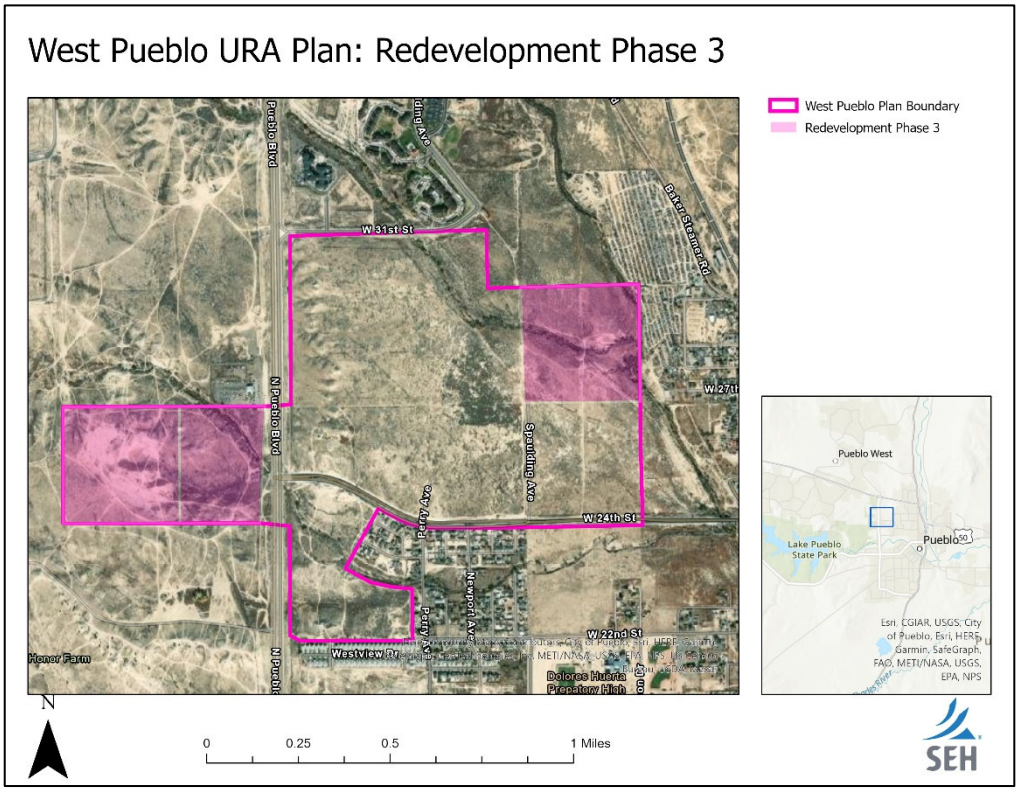
Redevelopment Phase 1 – Summary Map



Redevelopment Phase 2 – Summary Map



Redevelopment Phase 3 – Summary Map



Projected Assessment and Phasing

The assessed valuation for each Redevelopment Phase was estimated by this report. All assessment projections assume that future appraisals utilize a sales comparison approach to determine future value. The following table describes the estimated number of years it will take to absorb the developments, its total developable acreage, the total equalized assessed valuation (AV) of all new development[9], the existing AV of the subject properties, and the Incremental AV (Net) of all new development. The Incremental (Net) AV is used to determine future tax revenue within the Plan area. NET AV also includes 20% market value reduction to account for differences in property valuation when assessed.

Redevelopment Phase 1 (2022 to 2028)				
Number of Parcels	**Developable Acreage**	**Existing AV**	**New AV**	**Net AV**
3	43.6	$ 81,349	$ 15,271,714	$ **12,152,292**
Redevelopment Phase 2 (2029 to 2036)				
Number of Parcels	**Developable Acreage**	**Existing AV**	**New AV**	**Net AV**
2	68.2	$ 130,181	$ 19,296,056	$ **15,332,700**
Redevelopment Phase 3 (2037 to 2046)				
Number of Parcels	**Developable Acreage**	**Existing AV**	**New AV**	**Net AV**
3	108.2	$ 82,008	$ 8,928,775	**$ 7,077,413**

Property Tax TIF Projections

This Impact Report estimated the West Pueblo Urban Renewal Plan's future TIF revenue over the next 25 years in accordance with C.R.S. 31-25-107(3.5)I-V. These estimates determine the property tax revenue that is likely to be generated by new developments within the Plan area. This tax revenue is assumed to be the result of the Pueblo Urban Renewal Authority's efforts to remediate blight and attract new investments within the Plan area.

Property tax TIF is estimated by comparing the Plan area's base value against its projected new improvement value. These assessed values each generate tax revenue based on the current millage rate of taxing entities within the Plan area. The base value's property tax revenue is not impacted by urban renewal projects. The new improvement's tax revenue, however, is the result of the urban renewal plan. That revenue is labeled as "increment". The property within the West Pueblo Urban Renewal Plan area has a current assessed value of $293,538[10]. This current assessed value is known as the **Base Value** in tax increment financing.

This report estimates that new improvements within the West Pueblo Urban Renewal Plan area will amount to an additional $43,496,000 in assessed value. This value is not generated at once but is instead phased in over the life of the Urban Renewal Plan.

This report models new development according to the phases outlined in the previous section. It then applies the tax districts' millage rates to both existing and new improvements within the plan area. Tax revenue generated by new improvements is incremental revenue. These revenues can be utilized by the Pueblo Urban Renewal Authority for urban renewal activities within the Plan area.

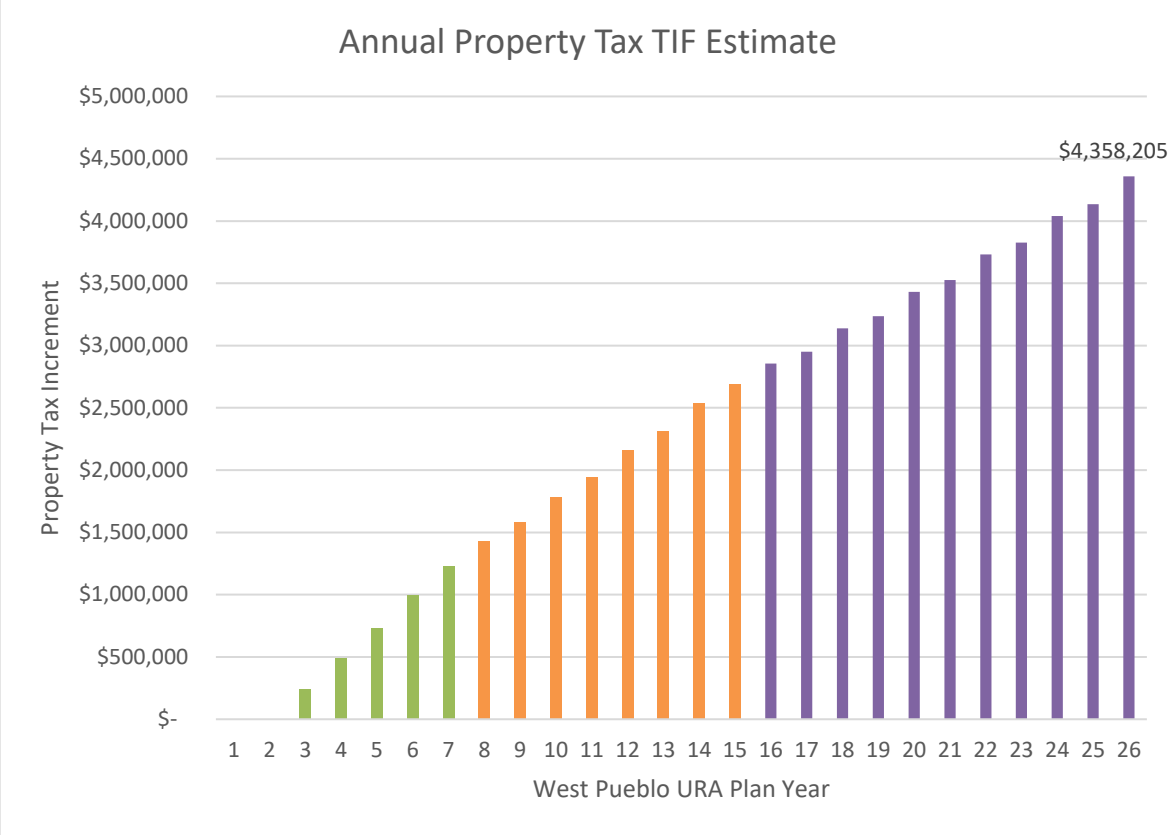
[9] Equalized Assessed Value is a property's value after its commercial and/or residential equalization ratio has been applied to its market value. The equalized assessed value is also a property's taxable value.
[10] Per Pueblo County Assessor Database, adjusted to account for ag properties.

West Pueblo Urban Renewal Plan TIF Projections

Property TIF Estimates[13]	
Base Value of Plan Area	$293,538
Total New Improvement AV	$ 43,496,000
Total TIF Revenue	$ 58,601,000
Annual TIF Revenue (25-Year Average)	$ 2,253,000

Tax District Estimates	Total Estimated Property Tax TIF
Tax District 60B	$ 47,792,472
Tax District 60CT	$ 2,361,196
Tax District 60D	$ 8,510,793

		Estimated Tax Increment (25 Years)		
Tax Entity Fund[14]	Millage Rate	Tax District 60B	Tax District 60CT	Tax District 60D
PUEBLO COUNTY	30.199	$ 14,771,863	$ 877,793	$ 3,131,609
CITY OF PUEBLO	15.633	$ 7,646,893	$ -	
S.E.WATER CONSV DISTRICT	0.839	$ 410,397	$ -	$ 87,004
LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	1.503	$ 735,194	$ 43,688	$ 155,860
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.889	$ 2,880,609	$ 171,175	$ 610,684
SCHOOL DISTRICT 60	43.642	$ 21,347,516	$ 1,268,540	$ 4,525,637
TURKEY CREEK CD	0		$ -	$ -



Colors indicate projected redevelopment phases.

[14] The Pikes Peak Metro District has been excluded for the purposes of this report.

Sales Tax TIF Projections

Colorado's Urban Renewal Law permits Urban Renewal Authorities to collect sales tax as a source of incremental taxable revenue. This report assumes that the West Pueblo Urban Renewal Plan will utilize sales tax revenue as a potential source of TIF revenue.

This analysis estimated potential sales tax generation by first estimating the amount new commercial square footage generated throughout redevelopment. This analysis then compared the City of Pueblo's existing commercial square footage to its annual sales tax collections. This helped determine an average sales per square foot multiplier.

This analysis then reviewed the locations of new commercial development within the West Pueblo Urban Renewal Plan area. Locations that were not conducive to retail operations, such as having poor access or being in residential only zones, were excluded from being a potential retail space.

This analysis estimates that all new commercial space will generate approximately $250 per SF per year. The summary of these inputs and their estimated sales tax generation are listed in the table below.

New Retail Space (25-Years)	313,977 SF
TIF Eligible Sales Tax Rate	3%
Estimated Sales Per SF	$ 250.00
Estimated Sales Tax Increment (Gross)	$ 7,248,000
Estimated Sales Tax Increment (Annual Average)	$916,000
Percent of Annual Sales Tax Collections (City)	1.39%

This report estimates that the West Pueblo Urban Renewal Plan will generate an additional 313,977 square feet of retail space over the next 25-years. Using an estimated sales per square of $250 PSF and phasing retail commercial development over the next 25 years, this amount space of equates to $22,313,000 in gross sales tax increment. Annually, this equals an average of $916,000 in sales tax TIF collected. For comparison, the City of Pueblo collected $66,114,677 in general sales tax (3% rate) in 2021. This means that projected retail development in the West Pueblo Urban Renewal Plan area should increase the City's sales tax collections by 1.39% annually. This estimate does not include State Sales Tax collections or County Sales Tax collections.

4 Taxing Entity Impacts

Assessing an Urban Renewal Plan's impacts on partnering taxing entities requires careful consideration of the revenue, services and infrastructure needed achieve that plan's goals. These impacts also need to consider the purpose of the Urban Renewal Plan. In addition to remediating blighting conditions, an Urban Renewal Plan typically is designed to bring about a public good, either in the form of a public amenity or infrastructure, or even a type of development. The West Pueblo Urban Renewal Plan area is designed to facilitate a major infrastructure improvements, public facilities, and affordable housing within and near the Plan area.

The Plan area abuts an area that has been selected by Pueblo County to house the County Jail. To service this new facility, however, the County will be required to extend a major thoroughfare from the City of Pueblo's existing limits to Pueblo West. This infrastructure improvement would effectively extend Joe Martinez Boulevard to the Plan area and intersect North Pueblo Boulevard. The West Pueblo Urban Renewal Plan would help fund this infrastructure improvement through TIF. This would in turn support the proposed Jail Facility and spur additional redevelopment throughout the Plan area.

The Plan area would also support a proposed development for attainable and affordable housing by helping fund an extension of Spaulding Avenue and a new fire station within the Urban Renewal Plan area. TIF revenue will support this development, and also open other properties of the Plan area to redevelopment.

These infrastructure improvement, facilities, and proposed developments would help to remediate the blighting conditions identified in the West Pueblo Plan area. This is an Urban Renewal Project's purpose, to alleviate blighting conditions and help attract new investment and public improvements to a specific area of the community.

This stated purpose needs to be weighed against the possible fiscal impacts caused by the Urban Renewal Plan on partnering taxing entities. Conversely, partnering taxing entities need to demonstrate an undue impact caused by the Urban Renewal Plan to justify withholding tax revenue that the Pueblo Urban Renewal Authority generated through its renewal efforts.

Statutory Impacts

C.R.S. 31-25-107(3.5)I-V) lists requirements for Urban Renewal Impact Reports to evaluate potential impacts on effected taxing entities. The statute requires that the report examine County impacts in particular, stating the following:

- An estimate on the county revenue impact, and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure,
- A statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (II) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority,
- Any other estimated impacts of the urban renewal project on county services and revenues.

This section will answer these requirements directly about the West Pueblo Urban Renewal Plan's impacts to Pueblo County. This report will also address the impacts to the Pueblo School District 60, and the other entities that levy a tax within the Plan area.

Assessed Value Comparison

The West Pueblo Urban Renewal Plan is located within three taxing districts, districts 60B, 60CT, and 60D. Each taxing district levies a different mill levy: 60B is 97.70500 mills, 60 CT is 81.233 mills, and 60D is 82.072 mills. Collectively these three tax districts include the following taxing entities: Pueblo County, the City of Pueblo, the Southeast Water Conservation District, the Lower Arkansas Valley Water Conservation District, the Pueblo City-County Library District, and the Pueblo School District 60. Tax District 60CT includes the Turkey Creek Conservation District. However, this district does not levy a mill and is not included as part of this analysis.

The table below illustrates the total assessed value (AV) of property currently within each taxing entity the collects a property tax. The Plan area's estimated incremental assessed value is also included as a percentage of each tax districts AV.

Residential Assessed Value						
West Pueblo URA Plan Incremental Assessed Value	CITY OF PUEBLO	PUEBLO COUNTY	S.E.WATER CONSV DISTRICT	LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	PUEBLO CITY-COUNTY LIBRARY DISTRICT	SCHOOL DISTRICT 60
$9,909,543	$508,564,043	$920,438,152	$848,622,481	$920,438,152	$920,438,152	$518,520,843
Percent of Taxing District	5.1%	2.8%	3.0%	2.8%	2.8%	5.0%
Commercial/Industrial Assessed Value						
West Pueblo URA Plan Incremental Assessed Value	CITY OF PUEBLO	PUEBLO COUNTY	S.E.WATER CONSV DISTRICT	LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	PUEBLO CITY-COUNTY LIBRARY DISTRICT	SCHOOL DISTRICT 60
$36,304,538	$339,686,160	$584,740,095	$523,940,384	$391,625,889	$584,740,095	$362,803,610
Percent of Taxing District	5.2%	3.0%	3.4%	4.5%	3.0%	4.9%

Pueblo County

Revenue Impacts

The West Pueblo Urban Renewal Plan is expected to use Tax Increment Financing to help remediate blight and attract new investment to the project area. The use of future property tax could have an impact on the County's revenues, which is explored in this section.

Pueblo County issues a mill levy of 30.199 in all three districts included within the West Pueblo Urban Renewal Plan area. This mill levy is a major revenue source for the County's operations and funds. According to the Pueblo County 2022 Budget, taxes (which includes property, sales, use, excise, and specific ownership tax) account for 30% of its total revenue collected. Last year

these taxes amounted to $116 million in revenue and helped to fund most of the County services to residents.

According to Pueblo County's OpenGov website, the total revenue collected in 2021 equaled $240,723,797. Property tax accounted for 23.6% of the total revenue that year, or $56,512,423 in property tax collected. To quantify potential revenue impacts to the County, this report compared the projected annual property tax revenue within the West Pueblo Urban Renewal Plan area to the County's property tax revenue. Projected property tax revenue is derived from new improvements in the Plan area, meaning that the Plan area's base assessed value was not included in this comparison.

This Report projected the West Pueblo Urban Renewal Plan area's annual property tax TIF per the County's millage rate and compared it as a percentage to total revenue collections. The West Pueblo Urban Renewal Plan area's property tax increment generated at the County's 30.199 millage rate will account for 1.30% of Pueblo County's annual revenue collections.

Pueblo County	2021 Property Tax Revenue (Actual)	Plan Area Estimated Property Tax TIF (25-Year Annual Average)	Percent of Total
General Fund	$ 56,915,720	$ 738,226	1.30%

The West Pueblo Urban Renewal Plan is expected to last 25-years. Over that time, the new improvements incentivized by this Plan and the Pueblo Urban Renewal Authority will begin to accumulate incremental property tax revenue. The incremental property tax represents a revenue stream that can be remitted to the Pueblo Urban Renewal Authority via TIF agreement in support of its remediation and redevelopment efforts in the West Pueblo Urban Renewal Plan area. West Pueblo TIF revenue is also expected to help support County initiatives such as the Joe Martinez Boulevard extension. This report estimates that new improvements within the Plan area account for $19,194,000 in property tax TIF over 25-years.

Property tax is not the only revenue source generated by this Plan area's redevelopment. The West Pueblo Urban Renewal Plan will seek to attract new commercial development, a portion of which will be sales tax producing. Pueblo County levies a 1% sales tax rate that will not be used for Tax Increment Financing. This means that new commercial development within the West Pueblo Plan area represents a new source of revenue to the County. Over a 25-year horizon, the projected sales tax will amount to $2,416,000.

The West Pueblo Urban Renewal Plan is not expected to generate significant revenue impacts on Pueblo County's General Fund. The Plan area's new development accounts for only 1.30% of the County's annual property tax revenue collections, a third of which will be offset by sales tax collections. The West Pueblo Urban Renewal Plan will alleviate blight without significantly detracting from the County's expected revenues. **This report does not find a negative revenue impact caused by the West Pueblo Urban Renewal Plan.**

Infrastructure and Service Impacts

The West Pueblo Urban Renewal Plan area is unique in that it includes unincorporated property within its plan area. This is because the Plan area is designed to assist Pueblo County develop new infrastructure and facilities to the West of the Plan area. Normally, an Urban Renewal Plan

area that requires new County infrastructure would need to estimate the cost of that infrastructure and evaluate how much, if any, of the costs can be paid for via TIF. In the West Pueblo Urban Renewal Plan's case, this infrastructure is intended to be supported by TIF revenue, despite that Plan area not directly requiring its construction. In this regard, the West Pueblo Urban Renewal Plan will assist Pueblo County complete infrastructure and facility improvements. The financial assistance provided by TIF will exceed any fiscal impacts caused by the Plan to the County, which is why the County is supportive of including unincorporated property within an Urban Renewal Plan area.

New development within the Plan area is projected to generate 1,407 residential units over 25-years. These residences will be within the City of Pueblo's municipal limits and be served by the City's department of health and human services. Using Colorado State demographer data, this number of households equates to 3,349 new residents. Pueblo County's total population in 2020 was estimated at 168,434 persons. New residents generated because of the West Pueblo Urban Renewal Plan will account for approximately 2% of the County's population. This increase is not likely to generate significant impacts on the County's health or human services.

County Impact Conclusion

This report concludes that the West Pueblo Urban Renewal Plan will not generate adverse fiscal impacts on Pueblo County revenue, infrastructure or services. In fact, the Plan is designed to help assist the County in developing new infrastructure and services that will benefit the public.

Pueblo School District 60

Revenue Impacts

The Pueblo School District 60 is the taxing entity that levies the largest millage rate within the West Pueblo Urban Renewal Plan area. The Pueblo School District 60 millage rate is 43.642. The School District is therefore an important partner to the Pueblo Urban Renewal Authority and vulnerable to the Plan's tax increment financing impacts.

According to the FY 2021-2022 adopted budget, the Pueblo School District 60 collected $143,381,799 in total program funding. Property tax revenue accounted for 20.4%, or $29,187,883 of that total. The following table compares these annual tax revenues with the estimated annual incremental property tax revenue generated by the West Pueblo Urban Renewal Plan area.

West Pueblo Urban Renewal Plan Impacts			
Pueblo School District 60 Fund	2019-2020 Property Tax Revenue	Estimated Property Tax TIF (Annual Average)	Percent of Total
Total	**$ 29,187,883**	**$ 1,066,903**	**3.7%**

The West Pueblo Urban Renewal Plan is not expected to generate a significant impact to the school district annual revenue. This report estimates that future incremental tax revenue amounts to only 3.7% of the School District's total property tax revenue. Property tax revenue is only 20.4% of the School District's total revenue, meaning that the West Pueblo Urban Renewal Plan's incremental property tax TIF represents 0.74% of all revenue.

Student Population Generation

The West Pueblo Urban Renewal Plan is projected to generate residential and commercial development over the next 25-years. The commercial development will create a negligible impact on the school district. However, residential development leads to additional households and students. This report forecasted potential student generation to quantify that impact.

The Pueblo School District 60 is within the City of Pueblo. The table below summarizes City's demographic data[12]. These estimates, including household size and students per household, were used to estimate the number of students the West Pueblo's Urban Renewal Plan could generate over the next 25 years.

Estimated Population Generation	
Pueblo (City) Total Population	111,893
Household Population	108,691
Number of Households	45,704
Persons Per Household	2.38
Number of Students (District 60)	15,134
Students Per Household	0.33
West Pueblo Urban Renewal Plan Development Projections	
Projected Residential Units	1,407
Projected Population	3,349
Projected Students	464

The addition of 464 students over the next 25 years represents 3.07% of the current student population. According to Colorado's Department of Education, the school district has lost 12.52% of its pupil membership over the last 5-years, or 2,165 students. An additional 464 students generated by redevelopment within the West Pueblo Urban Renewal Plan is not a significant impact to the school district. In fact, it could help to reverse an ongoing decline of pupil membership within the Pueblo City 60 school district.

School District Impact Conclusion

The West Pueblo Urban Renewal Plan is not likely to generate significant adverse impacts on Pueblo City School District 60. The estimated student generated by the plan will not significantly raise its pupil membership and may even help to offset a 5-year decline. Its fiscal impacts are also minimal, as projected property tax TIF represents only 3.7% of the district's annual property tax revenue.

Impact Summary on Taxing Entities

This report did not find any substantial fiscal impacts to the taxing entities effected by the West Pueblo Urban Renewal Plan. The projected assessed value and property tax increment of the Plan amounts to a small percentage of each Taxing entities budget.

[12] Colorado State Demographer's Office 2020 County Population and Pupil Counts.

The Plan will not create fiscal, infrastructure or service burdens on the County. Instead, the Plan is being designed to help financially support infrastructure improvements that will benefit the City and County as a whole.

The Plan will not create negative fiscal impacts to the Pueblo City School District 60, as it only represents 3.7% of its annual property tax revenue. The Plan is likely to generate new students, but this increase in pupil membership will only help to offset a 5-year decline in student population.

The Plan will not create negative fiscal impacts to the City of Pueblo. The Plan is expected to generate approximately $382,000 annually in property tax TIF at the City's mill levy. This is amount is unlikely to trigger negative financial burdens for the City. Also, the City of Pueblo could elect to retain all sales tax increment generated by the Plan. Average sales tax generation is estimated at $916,000 annually, meaning that the Plan would generate 68% more revenue for the City than property tax TIF alone. The West Pueblo Urban Renewal Plan will also remediate blighting conditions and support affordable housing development. These outcomes, coupled with the minimal financial impacts, imply that the Plan's benefits outweigh its costs to the City.

The following table outlines the estimated property tax revenue that will be generated within the plan area for each taxing entity. Generating significant tax increment may prove more troublesome than ensuring that taxing entities receive adequate base revenues, which is why this report recommends that each taxing entity agree to allocate 100% of their potential tax increment revenue to the Pueblo Urban Renewal Authority in support of the West Pueblo Urban Renewal Plan.

West Pueblo Urban Renewal Plan
TIF Summary Table, 25-Year Total

Tax Increment Financing Analysis[16]				
		Estimated Tax Increment (25 Years)		
Tax Entity Fund	Millage Rate	60B	60CT	60D
PUEBLO COUNTY	30.199	$ 14,763,547	$ 864,493	$ 3,131,609
CITY OF PUEBLO	15.633	$ 7,642,589	$ -	
S.E.WATER CONSV DISTRICT	0.839	$ 410,166	$ -	$ 87,004
LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	1.503	$ 734,780	$ 43,026	$ 155,860
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.889	$ 2,878,987	$ 168,582	$ 610,684
SCHOOL DISTRICT 60	43.642	$ 21,335,499	$ 1,249,320	$ 4,525,637
TURKEY CREEK CD	0		$ -	$ -
25 Year Total		$ 47,765,569	$ 2,325,421	$ 8,510,793

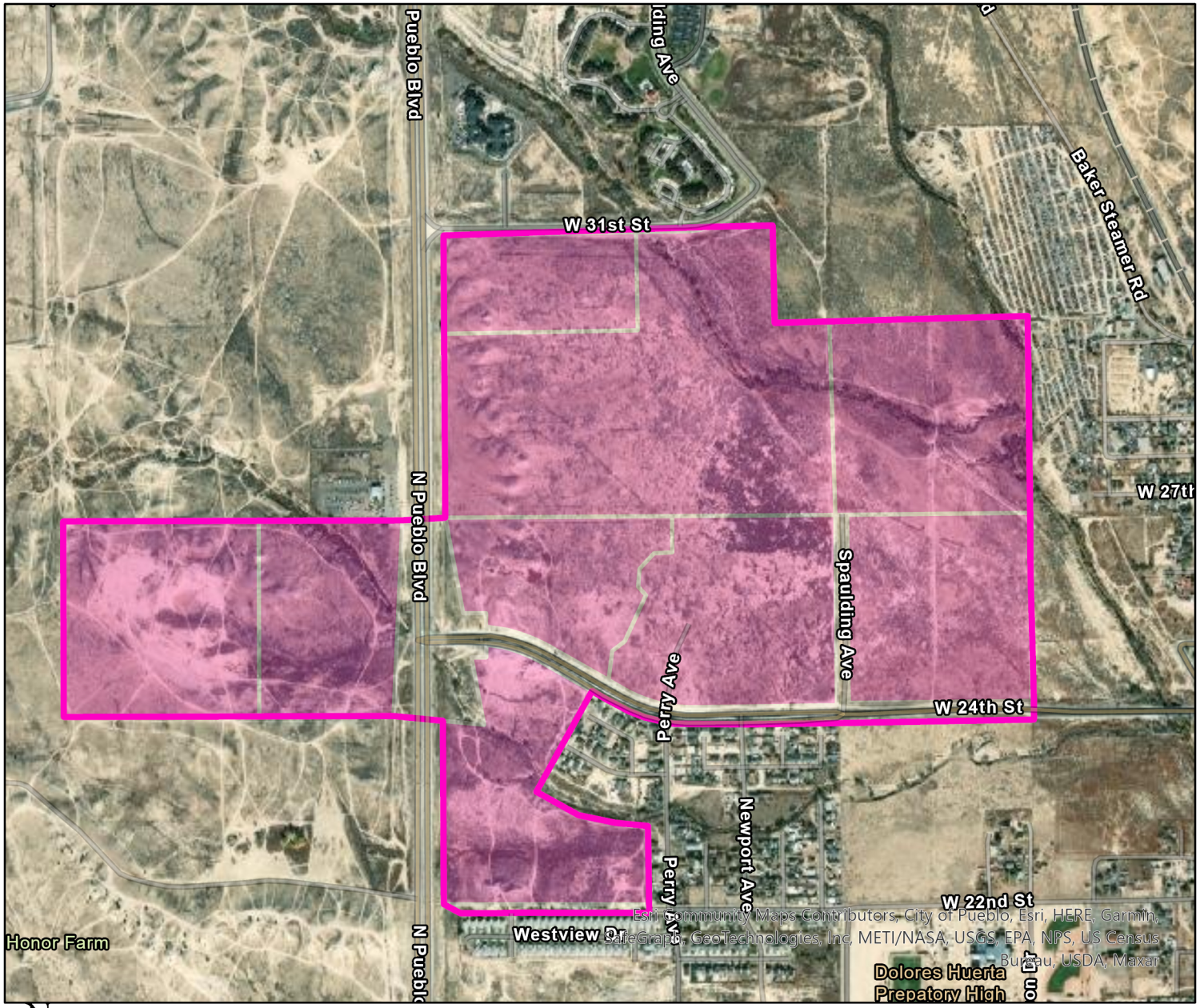
[16] The Pikes Peak Metro District has been excluded for the purposes of this report.

Impact Report Appendix

Appendix A

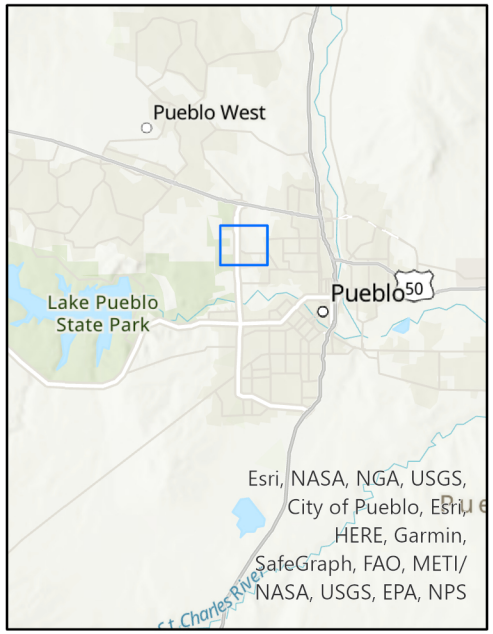
Redevelopment Phasing Maps

West Pueblo Urban Renewal Plan Impact Report



West Pueblo Plan Boundary

West Pueblo Plan Parcels



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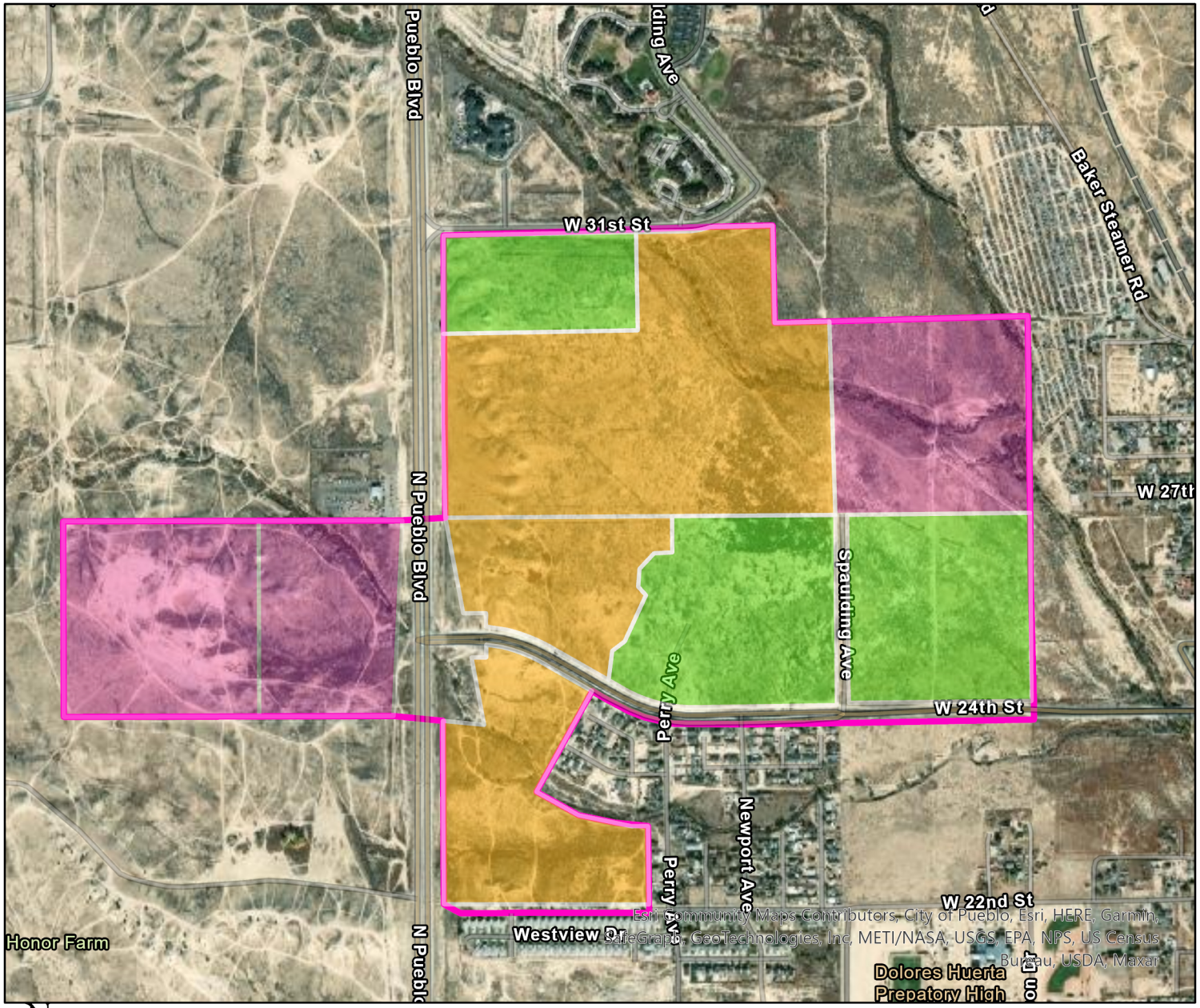
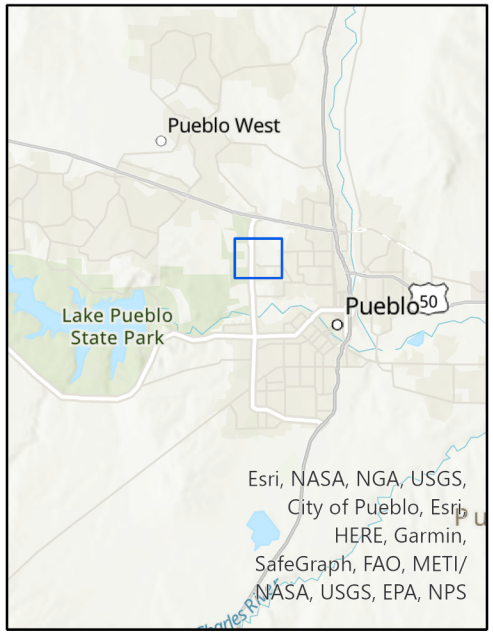
West Pueblo URA Plan: Redevelopment Phases



West Pueblo Plan Boundary
Redevelopment Phase 1
Redevelopment Phase 2
Redevelopment Phase 3



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Appendix B

Tax Increment Financing Pro Forma

West Pueblo URA Plan

Combined Annual Proforma	*PHASE*	- 2022	- 2023	1 2024	1 2025	1 2026	1 2027	1 2028	2 2029	2 2030	2 2031	2 2032	2 2033	2 2034	2 2035	2 2036	3 2037	3 2038	3 2039	3 2040	3 2041	3 2042	3 2043	3 2044	3 2045	3 2046	3 Final Assessment 2047
Absorption Schedule																											
Phase 1																											
Residential Units				161	161	161	161	161																			
Commercial SF				3,023	3,023	3,023	3,023	3,023																			
Phase 2																											
Residential Units									52	52	52	52	52	52	52	52											
Commercial SF									48,559	48,559	48,559	48,559	48,559	48,559	48,559	48,559											
Phase 3																											
Residential Units																	19	19	19	19	19	19	19	19	19	19	
Commercial SF																	22,437	22,437	22,437	22,437	22,437	22,437	22,437	22,437	22,437	22,437	
Total Residential Units		-	-	161	321	482	642	803	855	908	960	1,013	1,065	1,117	1,170	1,222	1,241	1,259	1,278	1,296	1,315	1,333	1,352	1,370	1,389	1,407	1,407
Total Commercial SF		-	-	3,023	6,046	9,069	12,092	15,115	63,674	112,232	160,791	209,350	257,908	306,467	355,025	403,584	426,021	448,458	470,895	493,332	515,769	538,206	560,642	583,079	605,516	627,953	627,953
Project Assessed Value																											
Phase 1				2,430,458.35	2,430,458.35	2,430,458.35	2,430,458.35	2,430,458.35																			
Phase 2									1,916,587	1,916,587	1,916,587	1,916,587	1,916,587	1,916,587	1,916,587	1,916,587											
Phase 3																	707,741	707,741	707,741	707,741	707,741	707,741	707,741	707,741	707,741	707,741	
Estimated Increment																											
Annual NET AV (Assessed Value)		$ -	$ -	$ 2,430,458	$ 2,430,458	$ 2,430,458	$ 2,430,458	$ 2,430,458	$ 1,916,587	$ 1,916,587	$ 1,916,587	$ 1,916,587	$ 1,916,587	$ 1,916,587	$ 1,916,587	$ 1,916,587	$ 707,741	$ 707,741	$ 707,741	$ 707,741	$ 707,741	$ 707,741	$ 707,741	$ 707,741	$ 707,741	$ 707,741	$ -
TIF Mill Levy (60B)	97.705	$ -	$ -	$ 237,468	$ 237,468	$ 237,468	$ 237,468	$ 237,468	$ 105,551	$ 105,551	$ 105,551	$ 105,551	$ 105,551	$ 105,551	$ 105,551	$ 105,551	$ 26,120	$ 26,120	$ 26,120	$ 26,120	$ 26,120	$ 26,120	$ 26,120	$ 26,120	$ 26,120	$ 26,120	$ -
TIF Mill Levy (60CT)	81.233	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,776	$ 35,776	$ 35,776	$ 35,776	$ 35,776	$ 35,776	$ 35,776	$ 35,776	$ 35,776	$ 35,776	$ -
TIF Mill Levy (60D)	82.072	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 68,635	$ 68,635	$ 68,635	$ 68,635	$ 68,635	$ 68,635	$ 68,635	$ 68,635	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ 237,468	$ 237,468	$ 237,468	$ 237,468	$ 237,468	$ 174,187	$ 174,187	$ 174,187	$ 174,187	$ 174,187	$ 174,187	$ 174,187	$ 174,187	$ 61,895	$ 61,895	$ 61,895	$ 61,895	$ 61,895	$ 61,895	$ 61,895	$ 61,895	$ 61,895	$ 61,895	$ -
Inflation Factor	3%																										
TIF Mill Levy (60B)	97.705	$ -	$ -	$ 237,468	$ 489,184	$ 726,652	$ 993,043	$ 1,230,511	$ 1,376,144	$ 1,481,695	$ 1,634,864	$ 1,740,415	$ 1,901,345	$ 2,006,896	$ 2,175,821	$ 2,281,372	$ 2,376,717	$ 2,402,836	$ 2,501,825	$ 2,527,945	$ 2,630,686	$ 2,656,806	$ 2,763,414	$ 2,789,533	$ 2,900,123	$ 2,926,242	$ 3,014,030
TIF Mill Levy (60CT)	81.233	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,776	$ 71,551	$ 107,327	$ 143,103	$ 178,879	$ 214,654	$ 250,430	$ 286,206	$ 321,981	$ 357,757	$ 357,757
TIF Mill Levy (60D)	82.072	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 68,635	$ 137,271	$ 205,906	$ 274,542	$ 343,177	$ 411,813	$ 480,448	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083
Total		$ -	$ -	$ 237,468	$ 489,184	$ 726,652	$ 993,043	$ 1,230,511	$ 1,444,780	$ 1,618,966	$ 1,840,770	$ 2,014,957	$ 2,244,522	$ 2,418,709	$ 2,656,269	$ 2,830,456	$ 2,961,576	$ 3,023,471	$ 3,158,235	$ 3,220,131	$ 3,358,648	$ 3,420,544	$ 3,562,927	$ 3,624,822	$ 3,771,187	$ 3,833,083	$ 3,920,870
Total NET AV (Inflation Adjusted)		$ -	$ -	$ 2,430,458	$ 5,006,744	$ 7,437,203	$ 10,163,691	$ 12,594,149	$ 14,946,059	$ 16,862,646	$ 19,342,611	$ 21,259,198	$ 23,871,059	$ 25,787,647	$ 28,535,361	$ 30,451,949	$ 32,094,481	$ 32,802,222	$ 34,515,262	$ 35,223,004	$ 37,008,667	$ 37,716,409	$ 39,576,875	$ 40,284,616	$ 42,222,128	$ 42,929,869	$ 44,217,765
Estimated Base																											
Existing Taxable Value		$ 293,538	$ 302,344	$ 302,344	$ 311,414	$ 311,414	$ 320,757	$ 320,757	$ 330,379	$ 330,379	$ 340,291	$ 340,291	$ 350,499	$ 350,499	$ 361,014	$ 361,014	$ 371,845	$ 371,845	$ 383,000	$ 383,000	$ 394,490	$ 394,490	$ 406,325	$ 406,325	$ 418,515	$ 418,515	$ 431,070
Inflation Factor	3%																										
Incremental Property Tax Value		$ -	$ (8,806)	$ 2,421,652	$ 4,988,868	$ 7,419,326	$ 10,136,472	$ 12,566,930	$ 14,909,217	$ 16,825,805	$ 19,295,858	$ 21,212,445	$ 23,814,098	$ 25,730,685	$ 28,467,885	$ 30,384,472	$ 32,016,174	$ 32,723,915	$ 34,425,800	$ 35,133,541	$ 36,907,715	$ 37,615,456	$ 39,464,087	$ 40,171,829	$ 42,097,151	$ 42,804,892	$ 44,080,233
Project Sales Tax																											
Annual Sales Per SF	$250																										
Retail SF		-	-	1,512	1,512	1,512	1,512	1,512	24,279	24,279	24,279	24,279	24,279	24,279	24,279	24,279	-	-	-	-	-	-	-	-	-	-	-
Sales Tax %	3.0%																										
Total Retail SF		-	-	1,512	3,023	4,535	6,046	7,558	31,837	56,116	80,396	104,675	128,954	153,233	177,513	201,792	201,792	201,792	201,792	201,792	201,792	201,792	201,792	201,792	201,792	201,792	201,792
Estimated Annual Sales Tax		-	-	11,336	22,673	34,009	45,346	56,682	238,777	420,872	602,967	785,061	967,156	1,149,251	1,331,345	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440
Incremental Sales Tax		-	-	11,336	22,673	34,009	45,346	56,682	238,777	420,872	602,967	785,061	967,156	1,149,251	1,331,345	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440	1,513,440

Colorado Smelter TIF Estimates	*Plan Yr -->*	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
Property Tax																											
Total Incremental Taxable Value		$ -	$ -	$ 2,421,652	$ 4,988,868	$ 7,419,326	$ 10,136,472	$ 12,566,930	$ 14,909,217	$ 16,825,805	$ 19,295,858	$ 21,212,445	$ 23,814,098	$ 25,730,685	$ 28,467,885	$ 30,384,472	$ 32,016,174	$ 32,723,915	$ 34,425,800	$ 35,133,541	$ 36,907,715	$ 37,615,456	$ 39,464,087	$ 40,171,829	$ 42,097,151	$ 42,804,892	$ 44,080,233
TIF Mill Levy (60B)	97.705	$ -	$ -	$ 237,468	$ 489,184	$ 726,652	$ 993,043	$ 1,230,511	$ 1,376,144	$ 1,481,695	$ 1,634,864	$ 1,740,415	$ 1,901,345	$ 2,006,896	$ 2,175,821	$ 2,281,372	$ 2,376,717	$ 2,402,836	$ 2,501,825	$ 2,527,945	$ 2,630,686	$ 2,656,806	$ 2,763,414	$ 2,789,533	$ 2,900,123	$ 2,926,242	$ 3,014,030
TIF Mill Levy (60CT)	81.233	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,776	$ 71,551	$ 107,327	$ 143,103	$ 178,879	$ 214,654	$ 250,430	$ 286,206	$ 321,981	$ 357,757	$ 357,757
TIF Mill Levy (60D)	82.072	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 68,635	$ 137,271	$ 205,906	$ 274,542	$ 343,177	$ 411,813	$ 480,448	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083	$ 549,083
Annual TIF Estimate		$ -	$ -	$ 237,468	$ 489,184	$ 726,652	$ 993,043	$ 1,230,511	$ 1,444,780	$ 1,618,966	$ 1,840,770	$ 2,014,957	$ 2,244,522	$ 2,418,709	$ 2,656,269	$ 2,830,456	$ 2,961,576	$ 3,023,471	$ 3,158,235	$ 3,220,131	$ 3,358,648	$ 3,420,544	$ 3,562,927	$ 3,624,822	$ 3,771,187	$ 3,833,083	$ 3,920,870
Discount Rate	7%																										
NPV	**$19,356,886.36**																										
Sales Tax																											
Retail SF		-	-	1,512	3,023	4,535	6,046	7,558	31,837	56,116	80,396	104,675	128,954	153,233	177,513	201,792	201,792	201,792	201,792	201,792	201,792	201,792	201,792	201,792	201,792	201,792	201,792
Estimated Annual Sales Tax		$ -	$ -	$ 11,336	$ 22,673	$ 34,009	$ 45,346	$ 56,682	$ 238,777	$ 420,872	$ 602,967	$ 785,061	$ 967,156	$ 1,149,251	$ 1,331,345	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440
Sales Tax TIF %	100%																										
Estimated Sales Tax TIF		$ -	$ -	$ 11,336	$ 22,673	$ 34,009	$ 45,346	$ 56,682	$ 238,777	$ 420,872	$ 602,967	$ 785,061	$ 967,156	$ 1,149,251	$ 1,331,345	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440	$ 1,513,440
Discount Rate	7%																										
NPV	**$7,248,217.36**																										

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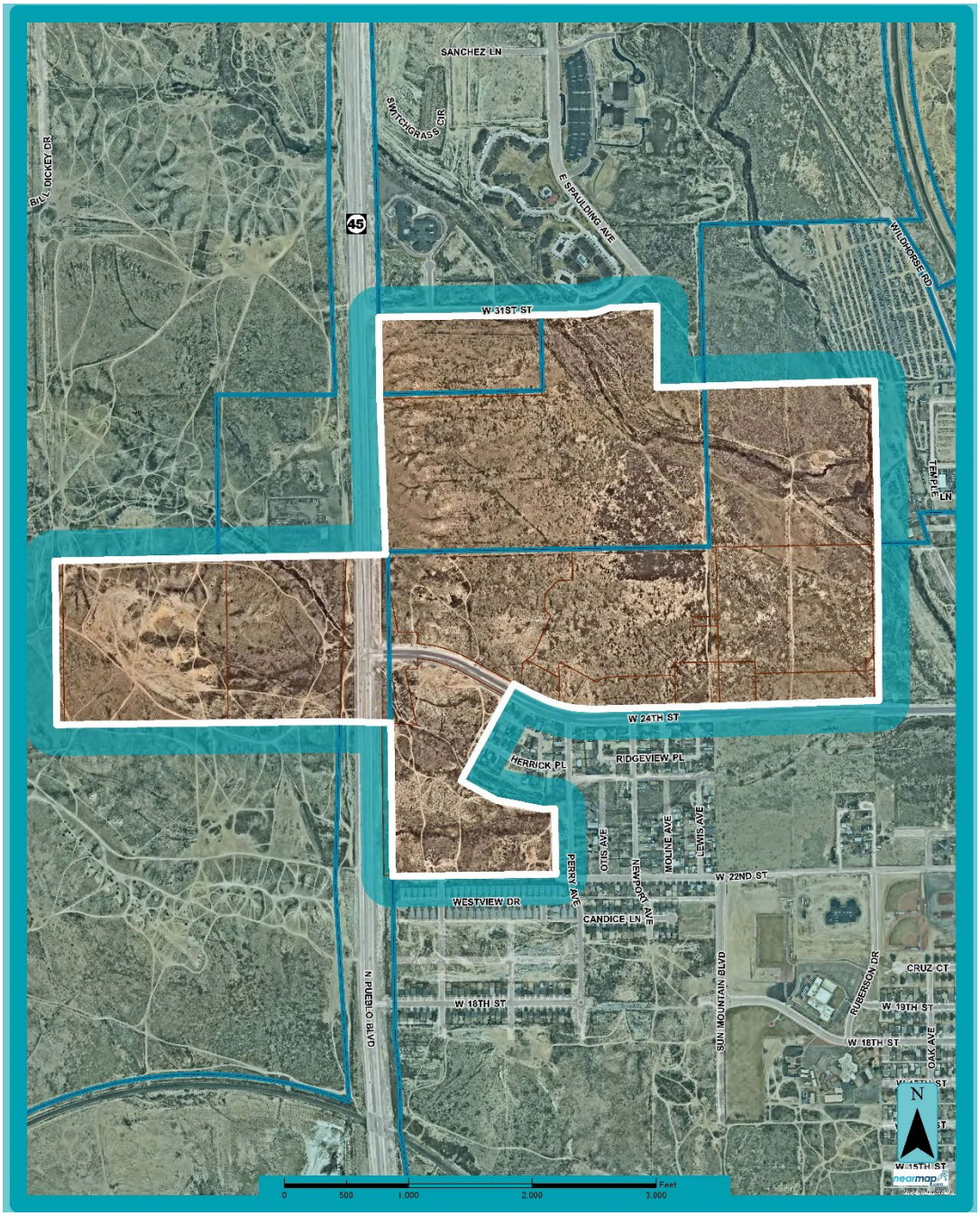


WEST PUEBLO URBAN RENEWAL PLAN

August 25, 2022

Prepared by:
SEH, Inc.,
Pueblo Urban Renewal Authority

I. DEFINITIONS

The terms used in this Urban Renewal Plan shall have the following meanings.

Act means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes.

Area or **Urban Renewal Area** means the areas of the City and County included within the boundaries of this Urban Renewal Plan as depicted in Exhibit A and described in Exhibit B.

Authority means the Urban Renewal Authority of Pueblo, Colorado.

City means the City of Pueblo, Colorado.

City Planning means the Department of Planning & Community Development of the City of Pueblo, Colorado.

City Comprehensive Plan means the Pueblo Comprehensive plan adopted in 2002, as amended to date.

City Consolidated Plan means the City of Pueblo 2020-2024 Consolidated Plan, approved June 14, 2021, by Ordinance No. 9951.

County means Pueblo County, Colorado.

Neighborhood Plan means the Westside Neighborhood Plan adopted in 2004.

Plan or **Urban Renewal Plan** means this urban renewal plan as it may be amended in the future.

Project or **Urban Renewal Project** means all activities and undertakings described in this Plan.

Pueblo Regional Comprehensive Plan or **Comprehensive Plan** means the regional policy guide for unincorporated areas and communities in the County and the City dated September 2022.

II. INTRODUCTION

This Plan implements a key component of the Intergovernmental Agreement by and among the City, the County, the Authority, the Board of of Water Works of Pueblo, and the Pueblo West Metropolitan District dated as of January, 2022 (the "IGA"). The IGA contemplates that the City Council of the City and the County Commissioners will consider approval of the Plan as reqired by the Act, including the legislative findings and approvals required by Sections 31-25-107 and 112.5, C.R.S. As of its effective date, this Plan includes unincorporated territory outside of the City boundaries that is contiguous with that portion of the Area within the City limits as authorized by Section 112.5 of the Act. The Plan will become effective upon the last to occur of (1) approval of the Plan by the City Council in accordance with Section 107 of the Act and (2) approval of the Plan by the County Commissioners as required by Section 112.5 of the Act.

The purpose of this Plan is to implement those provisions of the Comprehensive Plan and the City Strategic Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help provide important services to the Area, eliminate and prevent conditions of blight, attract private investment, utilize underdeveloped land, and leverage public investment and funding mechanisms to promote redevelopment and rehabilitation of the area by private enterprise, and, where necessary, provide necessary public inftastrucrure to serve the Area.

This Urban Renewal Plan has been proposed for consideration by the City Council of the City and the County Commissioners pursuant to the applicable provisions of the Act. The administration of the Project and the implementation of the Plan shall be the responsibility of the Authority.

III. URBAN RENEWAL AREA BOUNDARY

An urban renewal plan area has been created that includes properties that are within municipal limits as well as parcels in unincorporated Pueblo County. The plan area consists of eight parcels. Five parcels are within the city limits and three are within the unincorperated county. The total area of the proposed plan area is 385 acres, with eight parcels making up 354.6 acres.

IV. SUMMARY OF STATUTORY CRITERIA

On May 2, 2022, a conditions survey report was delivered to the Authority Board of Commissioners that summarized a blight study of the area described as the West Pueblo Urban Renewal Plan. Relevant conditions were researched, documented, photographed, and compared with the blight factors pursuant to the Act. The result of the survey is included in a document entitled "West Pueblo Conditions Survey" (the Conditions Survey) dated May 2, 2022, consisting of 26 pages, related exhibits, a description of existing conditions, and numerous photographs. The Conditions Survey is incorporated herein in its entirety by this reference.

The Conditions Survey shows that the following factors listed in the Act are present in the Area and that these conditions qualify the Area as a "blighted area" as defined in the Act:

- Predominance of defective or inadequate street layout.
- Faulty lot layout in relation to adequacy, accessibility, size or usefulness.
- Deterioration of site or other improvements.
- Unusual topography or inadequate public improvements or utilities.
- The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

V. DESCRIPTION OF URBAN RENEWAL PROJECT

This Plan will be implemented as part of a comprehensive program to eliminate and prevent blight in the Urban Renewal Area. The Authority, the City, and the County with the cooperation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey while supporting the Pueblo Regional Comprehesive Plan, the City Comprehensive Plan, the City's Consolidated Plan, the Westside Neighborhood Plan, and the Pueblo community's remediation and redevelopment goals.

A. Urban Renewal Plan Goals and the Plan's Relationship to Local and Regional Objectives

1. Goals of the Plan

This Plan has been adopted to achieve the following goals in the Area:

a) To encourage "renewal" throughout the surveyed area by attracting additional investment within the project boundary.

b) To alleviate blight within the boundaries of the project Area.

c) To leverage tax increment financing to help attract new commercial and residential investments within the Plan area that will alleviate blighting conditions.

d) To leverage tax increment financing to support the development of attainable and/or affordable housing within the Plan area.

e) To leverage tax increment financing to assist with the funding of County infrastructure and facilities that will help advance the remediation and redevelopment goals of the Plan area.

f) To leverage tax increment financing to assist with the Funding of City infrastructure and facilities that will help adavnce the remediation and redevelopment goals of the Plan area.

g) To improve the streetscapes in a way that promotes on-street bike and pedestrian travel while also enhancing lighting, sidewalks, pedestrian safety, parking, sinage, landscaping, bike racks and bus shelters.

h) To invest in cultural and community spaces.

2. Relationship to the Pueblo Regional Comprehensive Plan

The Plan confoms with and is designed to implement the following strategies detailed in the Pueblo Regional Comprehensive Plan:

a) The Plan will support housing options to meet the needs of existing and future residents of all ages, abilities, and income levels. The Plan will help to target new residential development within its boundaries.

b) The Plan will help preserve and expand the supply of workforce and affordable housing within the region, including working with non-profit housing partners to produce new affordable units.

c) The Plan will support and promote a fiscally and environmentally responsible pattern of growth. The Plan will support compact, mixed-use development that will be concetrated in a new growth area and that leverages funding tools such as tax increment financing.

d) The Plan will help expand transportation connections to, from and within the region. The Plan will help fund County and City surface infrastructure improvements to remediate blight and facilitate new development.

3. Relationship to Westside Neighborhood Plan

The Plan confoms with and is designed to implement the following strategies detailed in the Westside Neighborhood Plan:

a) The Plan will improve the physical image of the Westside by facilitating the "Neighborhood Identity Initiative". The Plan will advance redevelopment at the 24th Street and Pueblo Boulevard Gateway. This Plan may also support the creation of a Gateway feature.

b) The Plan will improve the quality and stability of Westside housing.

c) The Plan will increase access to commercial goods and services.

d) The Plan will advance the "Housing Initiative" goal of redeveloping "Larger vacant land opportunties north of 22nd Street" that will incorperate housing for mixed-income residents.

B. Land Use Regulations and Building Requirements

The Plan will provide a comprehensive and unified plan to promote and encourage high quality development and redevelopment of the Urban Renewal Area by cooperative efforts of the City, the County, private enterprise and public bodies. Notwithstanding anything in the Plan to the contrary, the development and use of the property within (a) the portion of the Urban Renewal Area within the County at the time of any development or building application related to land area, land use, design building requirements, timing or procedures applicable to the property, shall be subject to all applicable County development and building requirements and (b) the portion of the Urban Renewal Area within the City boundaries at the time of any development or building application related to land area, land use, design building requirements, timing or procedures applicable to the property, shall be subject to the Pueblo Municipal Code, Pueblo County Land Use Code and secondary codes therein adopted by reference, and other applicable standards and regulations of the City of Pueblo ("City Regulations") and Pueblo County (“County Regulations”). Permitted uses for properties in the Urban Renewal Area shall be those uses allowed in the City of Pueblo Land Use Code for annexed parcels and uses allowed in the Pueblo County Land Use Code for unincorperated parcels.

VI. PROJECT ACTIVITIES

The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so.

A. Land Acquisition

To carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation. The Authority may acquire any interest in property by any manner available. The Authority may acquire property in the Area for the following reasons: To eliminate or prevent conditions of blight; to carry out one or more objectives of the Plan; to assemble property for redevelopment by private enterprise; for needed public improvements; and for any other lawful purpose authorized by the Plan, the Act or any other applicable law.

Acquisition of property by eminent domain is not authorized unless the City Council with respect to property within the City and the County Commissioners with respect to property within the County approves, by majority vote, the use of eminent domain by the Authority in accordance with the Act and other applicable laws.

B. Relocation

If acquisition of property displaces any individual, family, or business concern, the Authority may assist such party in finding another location, and may, but is not obligated to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine and as may be required by law.

C. Demolition, Clearance, and Site Preparation

The Authority may demolish and clear those buildiugs, structures, and other improvements from property it acquires if such buildings, structures, and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may provide rough and finished site grading and other site preparation services as part of a comprehensive redevelopment program.

D. Property Management

During such time as any property is acquired by the Authority, for disposition for redevelopment, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation. Notwithstanding the foregoing, the Authority may acquire property, develop, construct, maintain, and operate thereon buildings, and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

E. Public Improvements

The Authority will cooperate with the City and the County and other public bodies to install, repair or replace necessary public infrastructure including, but not limited to, public streets, ADA accessible routes, stomwater improvements outside the scope of the City Storm Water Enterprise, park and recreation amenities and multi-use recreational trails in the Area.

F. Land Disposition, Redevelopment and Rehabilitation

The Authority may dispose of property it acquires by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers.

The Authority may also enter into owner participation agreements with property owners in the Area for the development, redevelopment, or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners.

The Authority may develop, construct, maintain, and operate buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

1. Compliance with the Plan and, if adopted by the Authority, the Design Guidelines and Standards, and, as applicable, City codes and ordinances and County codes and policies.

2. Covenants to begin and complete development, construction, or rehabilitation of both public and private iruprovements within a period of time deemed to be reasonable by the Authority.

3. The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

G. Cooperation Agreements

For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the City, County or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location and construction of public improvements; and any other matters required to carry out this Project, including streamlining of these processes. It is recognized that cooperation with the City, County, other municipalities and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, and timing of public and private improvements within and outside of the Area to properly and efficiently carry out the goals and objectives of this Plan.

H. Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan in the Area may be undertaken and perfomed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any and all applicable laws.

VII. PROJECT FINANCING

The Authority is authorized to finance activities and undertakings under this Plan by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City or County; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities; sale of securities; loans, advances and grants from any other available source.

Any and all financing methods legally available to the City, the County, the Authority, any special district or other public body, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements described or anticipated in the Plan or in any manner related or incidental to the development of the Urban Renewal Area. Such methods may be combined to finance all or any part of activities and undertakings throughout the Urban Renewal Area. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness (whether funded, refunded, assumed or

otherwise) incurred by the Authority or the City or the County or special district to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue notes, bonds or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Plan. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest, and any premiums due on or in connection with such indebtedness may be paid from any funds available to the Authority.

The Project may be financed by the Authority under the tax allocation financing provions of the Act. Under the tax allocation method of financing the Project, property taxes levied after the effective date of the approval of this Plan upon taxable property in the Urban Renewal Area each year by or for the benefit of each public body that levies property taxes in the Area, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this tax allocation provision, as follows:

Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for such public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Urban Renewal Area, and the effective date of the modification of the Plan shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

Increment Amount

That portion of said property taxes in excess of such base amount shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Project.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

The increment portion of the taxes, as described in this subparagraph 2, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority to finance the Project as authorized by the Act.

VIII. CHANGES IN APPROVED PLAN

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

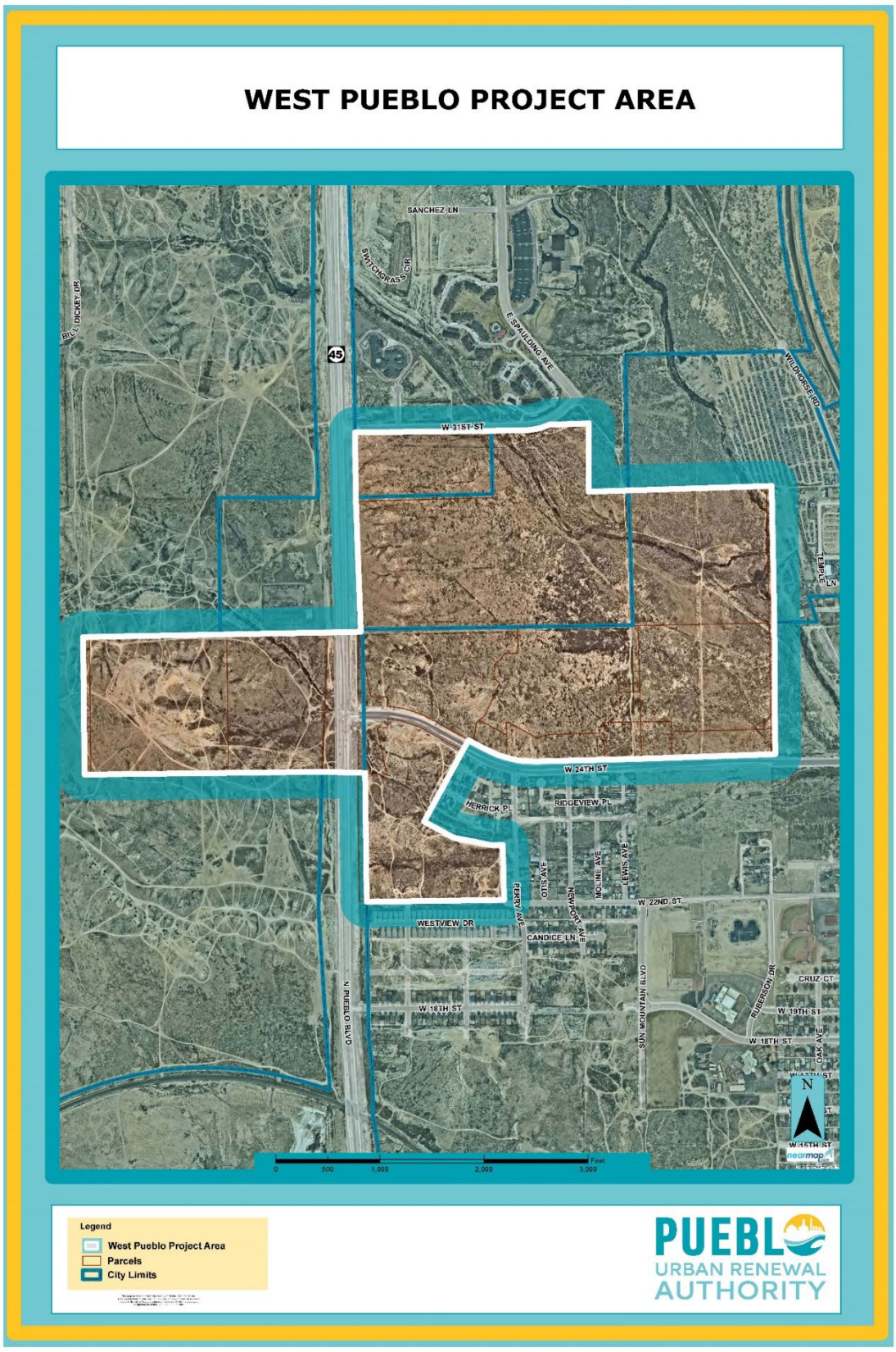
IX. MINOR VARIATIONS

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

EXHIBIT A
LEGAL DESCRIPTION

This Urban Renewal Area contains approximately 385 acres. The location and area boundaries may be generally described as:
Partially within the city limits of the City of Pueblo;
AND
Partially within unincorporated Pueblo County;
AND
Bound to the north by W 31st St;
AND
Bound to the east by Wildhorse Creek and the eastern borders of Parcel Numbers 522000008, 522430217;
AND
Extending west along W 24th St;
AND
Extending around Parcel Number 522300002;
AND
Bound to the south by W 22nd St.;
AND
Extending North along North Pueblo Boulevard;
AND
Extending west along the southern border of Parcel Number 521000019;
AND
Extending west, north and then east along the border of Parcel Number 521000020;
AND
Extending east along the northern border of Parcel Number 521000019;
AND
Continuing north on N Pueblo Blvd until reconnecting to the norther border at W 31st St.
AND
Including all adjacent streets and rights of way.

EXHIBIT B


WEST PUEBLO PROJECT AREA
SANCHEZ LN
SWITCHGRASS CIR
BILL DICKEY DR
45
E SPAULDING AVE
WILDHORSE RD
W 31ST ST
TEMPLE LN
W 24TH ST
HERRICK PL
RIDGEVIEW PL
PERRY AVE
NEWPORT AVE
MOLINE AVE
LEWIS AVE
W 22ND ST
WESTVIEW DR
CANDICE LN
N PUEBLO BLVD
W 18TH ST
SUN MOUNTAIN BLVD
RUBERSON DR
CRUZ CT
W 19TH ST
OAK AVE
N
0 500 1,000 2,000 3,000 Feet
Legend
West Pueblo Project Area
Parcels
City Limits
PUEBLO
URBAN RENEWAL
AUTHORITY

PIONEER
DEVELOPMENT
COMPANY
we find the way

TO: Jerry Pacheco, Pueblo Urban Renewal Authority
FROM: Andrew Arnold, Pioneer Development Company
DATE: July 27th, 2024

RE: West Pueblo Urban Renewal Plan Conditions Survey

Dear Jerry,

This letter is in reference to the proposed West Pueblo Urban Renewal Plan and its eligibility for Urban Renewal treatment. Specifically, this letter's purpose is to state that the blighted area factors, as defined by C.R.S. 31-25-103.2, and catalogued in the May 2nd, 2022 Conditions Survey Study are still present within the proposed Urban Renewal Plan's boundaries.

On May 2nd, 2022, I submitted a Conditions Survey study to the Pueblo Urban Renewal Authority (PURA) that analyzed statutorily defined blighted area factors within the proposed West Pueblo Urban Renewal Plan area. This Plan area included 365-acres and approximately eight (8) parcels. The Conditions Survey identified five (5) of the eleven (11) statutorily defined factors listed in C.R.S. 31-25-103.2, meaning the West Pueblo Urban Renewal Plan area is eligible for Urban Renewal treatment. These conditions focus on the area's lack of public infrastructure and vacancy, namely defective street networks, inadequate public improvements, steep and undulating topography, and faulty lot layouts, and underutilization and vacancy. I completed this report while working for Short Elliott Hendrickson, Incorporated (SEH, Inc) as their primary economic development project manager for the company's western region.

Two years after this study was submitted, the Pueblo Urban Renewal Authority and the City of Pueblo now are seeking to officially establish the West Pueblo Urban Renewal Plan. My new company, Pioneer Development Company, serves as PURA's urban renewal and economic development consultant, and I've been asked to submit this letter stating whether the proposed Plan area's blighting factors are still present, or have been substantially mitigated since 2022.

The West Pueblo Urban Renewal Plan still qualifies for Urban Renewal treatment. The five blighting factors identified in 2022 remain present within the proposed Plan area. To my knowledge, meaningful development remains stalled within this area. The County Jail project is starting to move forward, with minor dirt work and foundations being poured. However, this grading and foundation work does not mitigate the area's overall lack of public infrastructure and vacancy. The purpose of the West Pueblo Urban Renewal Plan is to remediate these blighting factors, and without that Plan and its incentives in place, it is unlikely that the properties in this area can remove the current conditions arresting sound development.

If you have any questions or need additional details regarding this opinion, please do not hesitate to reach out to me. Thank you for the opportunity to work with you, PURA, and the Pueblo Community.

Andrew Arnold
Founder | Principal
Pioneer Development Company
Durango, Colorado
856.625.6564
andrew@pioneerdevelopmentcompany.com

Pueblo Urban Renewal Authority

West Pueblo URA Plan: Conditions Survey

The City of Pueblo, Colorado

166107 | May 2, 2022

SEH

Building a Better World for All of Us®

Engineers | Architects | Planners | Scientists

Building a Better World for All of Us®

May 2, 2022

Pueblo Urban Renewal Authority
The City of Pueblo, Colorado

Dear Pueblo Urban Renewal Authority Board of Commissioners,

The following conditions survey report is intended to assist the Pueblo Urban Renewal Authority (PURA) with identifying and cataloguing conditions that may be arresting sound development from occurring throughout a specific area of the City. This area, tentatively named “West Pueblo”, is being considered for an urban renewal project.

The proposed West Pueblo Urban Renewal Plan will encompass approximately 385-acres. This acreage includes property within the Pueblo City limits as well as unincorporated parcels. There are eight parcels within the proposed West Pueblo Urban Renewal Plan area that total 354.6-acres. The remaining 31-acres includes public right of way as part of North Pueblo Boulevard and West 24th Street. The properties in the area are currently vacant.

This report has been prepared based upon the application of Colorado’s Urban Renewal Law under C.R.S. 31-25 Part I, more specifically §§ 101 to 116 (the “Act”). The report includes a description of each blighting factor for identification pursuant to Act and an identification of those factors observed, identified and found to exist within the proposed plan area. Blighting factors have also been mapped to illustrate the location of these observed conditions.

Based upon our field observations and analysis, this report finds that the surveyed area meets the Act’s statutory minimum of blighting factors required to designate the proposed West Pueblo Urban Renewal Plan as an urban renewal project eligible for urban renewal activities.

Sincerely,

Andrew Arnold, AICP
Economic Development Planner
Short Elliott Hendrickson, Incorporated (SEH®)

CC: Jerry Pacheco and Cherish Deeg

Executive Summary

The West Pueblo Urban Renewal Plan Conditions Survey:

A conditions survey report is required by Colorado's Urban Renewal Law to examine the existence of specific conditions that contribute to making an area within the community "blighted", and therefore eligible for urban renewal treatment. The conditions survey is the first step in the process of either establishing an Urban Renewal Authority within a municipality or creating an urban renewal plan for a specific geographical area of that municipality.

An urban renewal plan area, also known as an urban renewal project, is defined by state statute to mean "a slum area, or blighted area, or combination thereof, which the local governing body designates as appropriate for an urban renewal project" (C.R.S. 31-25-103). The process to designate an urban renewal plan is organized under Colorado Urban Renewal Law (C.R.S. 31-25-101 to 116).

For an urban renewal plan to be established and adopted, a specific geographic area within the community must be found to exhibit certain conditions. These conditions are known as "blighted area factors" and these factors must be cataloged before urban renewal projects and activities can commence. The surveying of an area for the presence of blighting factors is known as a conditions survey, a report that carefully analyzes a geographic area to determine the existence of factors that, "substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare." (C.R.S. 31-25-103.2).

The conditions survey does not create a new Urban Renewal Plan or Urban Renewal project. The conditions survey is merely a starting point for that process, one that is required before the Pueblo Urban Renewal Authority can designate a specific plan area, evaluate its fiscal impacts and potential tax increment generation, and adopt its Urban Renewal Plan. The conditions survey's purpose is to evaluate the proposed URA plan area and determine if it meets the statutorily required threshold of blighted area factors. Colorado's Urban Renewal Law defines eleven factors, four of which must be identified before an Urban Renewal Project or Plan can be established and adopted[1].

The proposed project area was carefully analyzed and surveyed with background research and an in-person field visit. Observations were taken during this field visit that identified the presence of statutorily defined blighting factors throughout the area. These observations were supplemented with a careful analysis of assessed property throughout pueblo county. This report thoroughly reviewed both City and County planning documents, as well as assessment information that could help identify blighting factors that were not easily observable during the site visit.

This conditions survey's conclusion is that the proposed West Pueblo Urban Renewal Plan area exhibits the necessary number of blighting factors to make it eligible for an urban renewal project or plan area according to state statute. This conditions survey identified six (5) blighting factors within the area, listed in the table below:

West Pueblo URA Plan Conditions Survey - Blighted Area Factors Cataloged

Blighted Area Factor (C.R.S. 31-25-103.2 List Label)	Definition
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 11 (k.5)	The existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or substantial Physical Underutilization or Vacancy of Sites, Buildings, or other Improvements

[1] Exceptions include unanimous consent by all impacted property owners and the use of eminent domain.

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Pueblo Urban Renewal Authority

West Pueblo URA Plan: Conditions Survey

Prepared for the PURA Board of Commissioners

1 The West Pueblo Urban Renewal Plan Summary

1.1 Survey Area

The West Pueblo Urban Renewal Plan's proposed boundary encompasses 385-acres[2]. This area includes municipal and unincorporated property. The area includes eight parcels, five within the city limits and three within the county. The approximate parcel acreage is 354.6-acres. The area also includes public right-of-way that may benefit from urban renewal treatment.

Survey Boundary Description

The proposed West Pueblo Urban Renewal Plan targets an area in need of reinvestment and redevelopment. The survey boundary is unique in that it includes properties that are within municipal limits as well as parcels in unincorporated Pueblo County. The proposed plan area is 385-acres in size, with eight parcels making up 354.6 acres. North Pueblo Boulevard forms the spine of the area, bisecting it into eastern and western sections. The eastern section is the larger of the two, and it includes vacant property from West 22nd Street to West 31st Street. The Western section includes two unincorporated parcels.

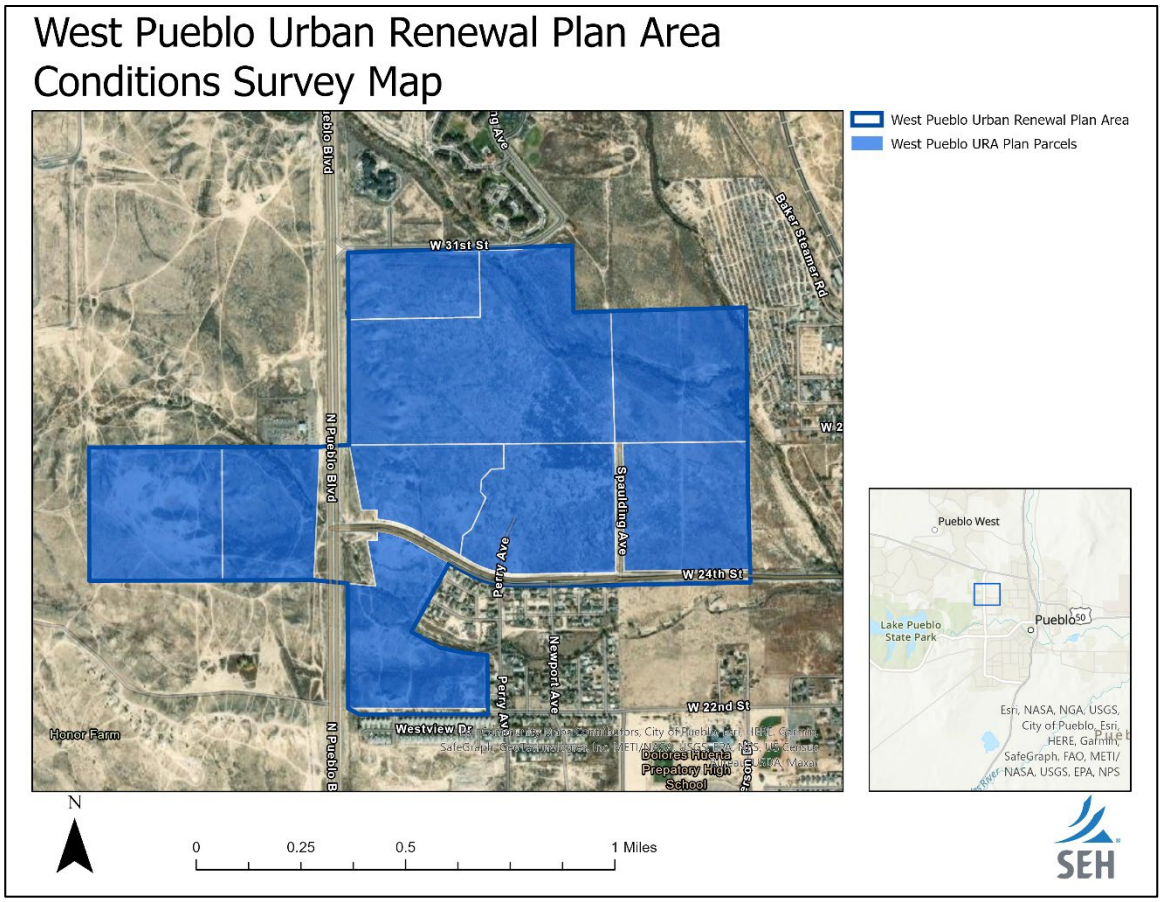
The properties in the survey boundary are currently undeveloped. The Pueblo County Assessor's database lists zero building improvement values for these properties. Their assessments range from commercial, to vacant to residential. There are currently no agricultural assessments on these properties, and no obvious agricultural operations. In the surrounding areas, residential neighborhoods can be found to the north and south of the project boundary, and commercial operations are located east and west of the project area. There are also plans to extend public infrastructure, such as Spaulding Avenue, through the survey boundary.

This conditions survey carefully evaluated the proposed plan area for blighted area factors that may be arresting sound development. The fact that this area is largely undeveloped, despite its proximity to a major arterial and development activity in its immediate vicinity, indicates that blighted area factors could be present.

Survey Boundary Statistics

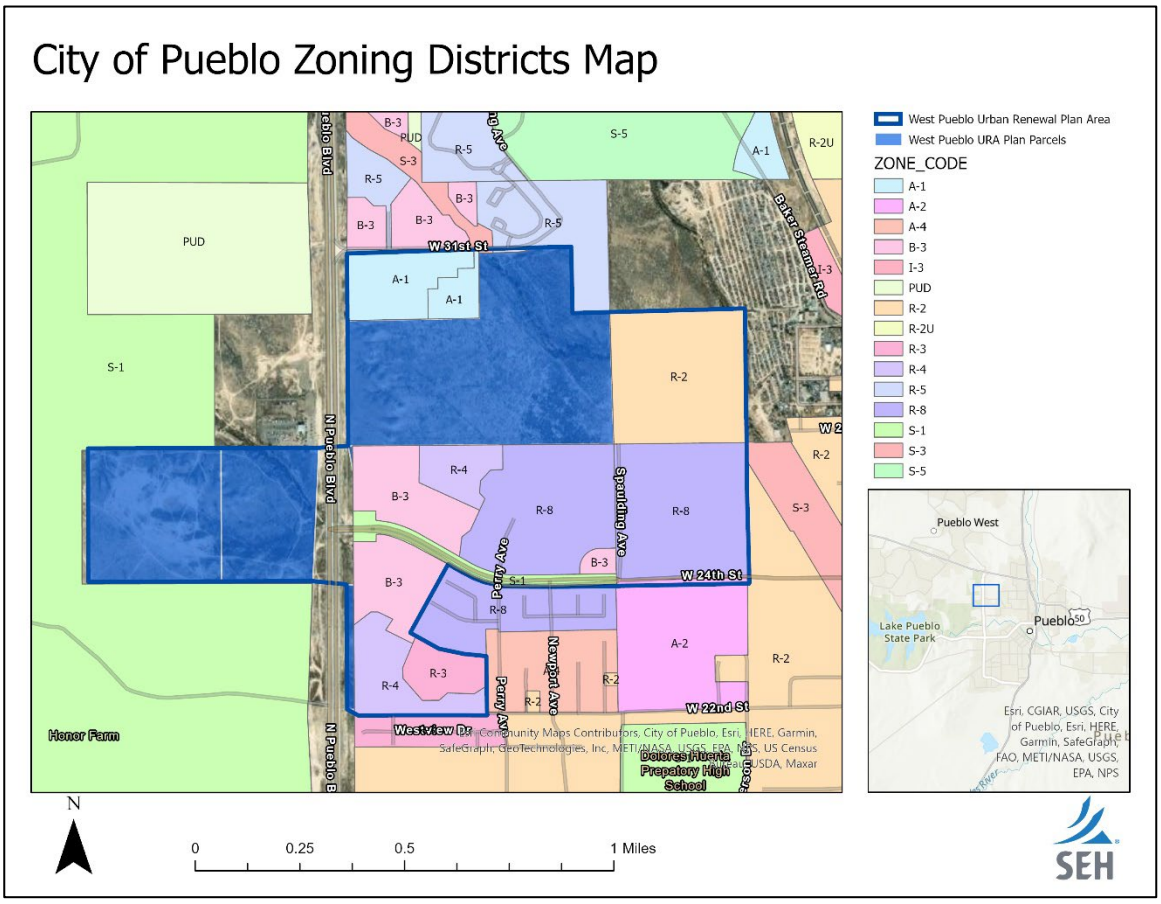
West Pueblo URA Survey Boundary	Totals
Number of Total Acres	385
Parcel Acreage	354.6
Number of Parcels	8

[2] Acreage estimate includes Public Right of Way



1.2 Zoning Districts

The proposed West Pueblo Urban Renewal Plan area includes 6 City of Pueblo zoning districts. Each zoning district regulates the land uses on their respective parcels according to the City of Pueblo's Comprehensive Plan and municipal code. These zoning districts will regulate the redevelopment that will be permitted throughout the West Pueblo Urban Renewal project. The location of these zoning districts throughout the survey boundary is illustrated in the map below:



1.3 Current Assessment of Survey Area

The survey area includes 8 parcels. The total equalized assessed value of these parcels, according to the Pueblo County Assessor's database, is $101,890. Using the 2021 certified assessment the City of Pueblo and the total taxable value of the proposed URA area, the West Pueblo Urban Renewal Plan survey boundary represents 0.00797% of the City's total taxable value.

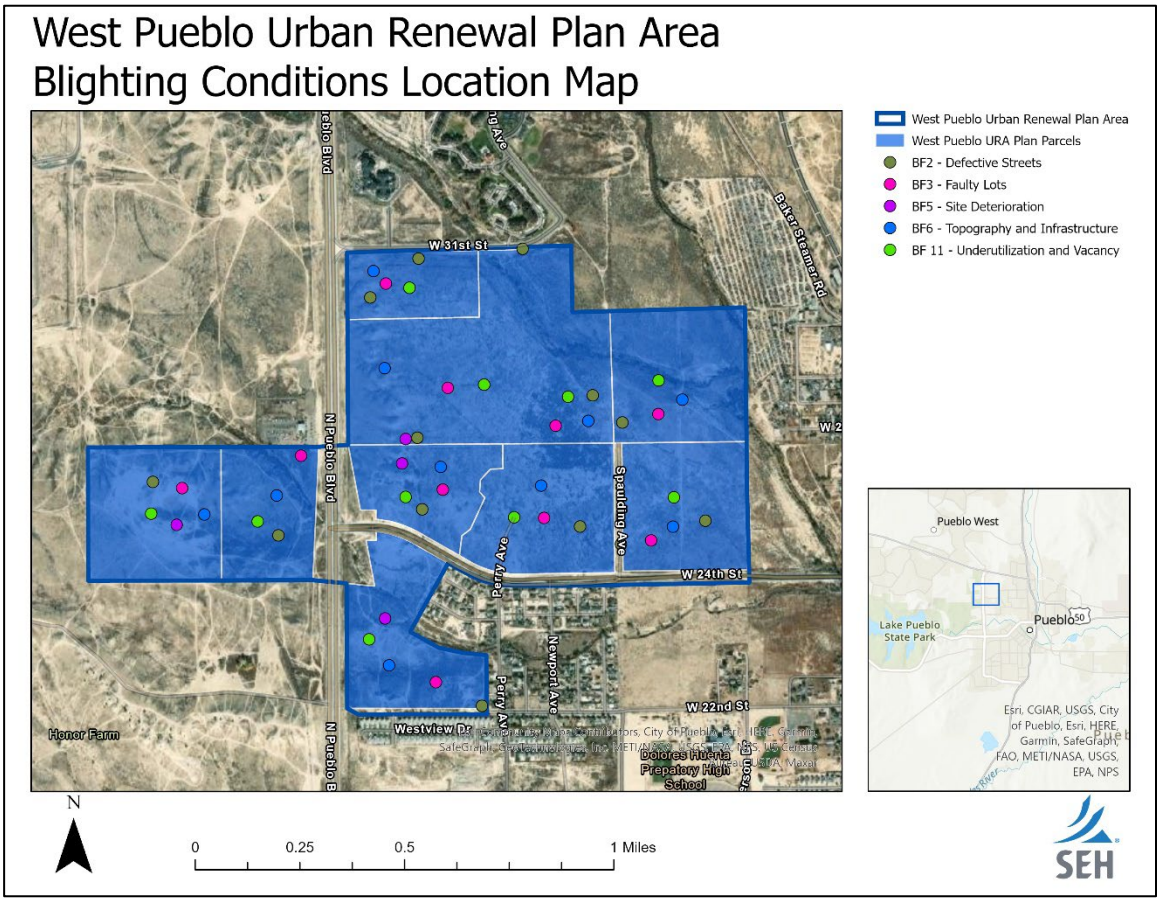
The survey boundary encompasses properties that are taxed according to three Pueblo County taxing districts, 60B, 60CT, and 60D. The mill levy, number of parcels, estimated acreage and assessed value according to each Taxing District within the survey boundary is recorded in the following table.

Taxing Districts Present

Tax District Statistics				
Tax District Code	**Mill Levy**	**Number of Parcels**	**Estimated Acreage**	**Estimated Assessed Value**
60B	97.705	4	176.5	$72,770
60CT	81.233	2	68.2	$28,530
60D	82.072	2	109.8	$590

2 Methodology

This Conditions Survey utilized a holistic methodology in determining whether blighting factors exists within the proposed West Pueblo Urban Renewal Plan survey boundary. This methodology included a detailed literature review of adopted plans and reports, an analysis of County Assessor records and GIS databases, and a multi-day field visit. Field work was supplemented by GIS technology that recorded and documented potential blighting factors in real time. Maps were created for each blighting factor identified within the survey area, illustrating which parcels contain, or are in proximity to, statutorily defined blighting factors. These maps represent the layered information gathering approach used in this report to ensure that each blighting factor was thoroughly analyzed.



It is important to note that conditions surveys evaluate an area in its entirety for the presence of blighting factors and are not intended to declare individual properties or separate areas as blighted[3]. The maps included in this report illustrate the location and clustering of individual blighting factors as a means of representing this survey's findings. In order for a survey area to be declared blighted, it must exhibit four or more blighted area factors[4]. It is the combination of factors within an area that makes that area eligible for urban renewal activities.

[3] Unless that individual property is in fact the entirety of the URA Plan area.

[4] Exceptions include property owner consent and eminent domain. A survey area where property owners' consent to inclusion may only require one blighting factor. In order to use eminent domain, five blighting factors must be found.

3 Evaluation of Blighting Factors

Defining "Blighting Factors"

Colorado Revised Statutes 31-25-103 states that for an Urban Renewal Plan area to be established, there must exist certain conditions known as "blighting area factors". State statute defines eleven separate factors for blight. The law indicates that if four or more of these factors are found in an area of the municipality, that area may be declared blighted and qualify for urban renewal treatment.

Blighted Area Factors Defined:

a) Slum, deteriorated, or deteriorating structures
b) Predominance of defective or inadequate street layout
c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
d) Unsanitary or unsafe conditions
e) Deterioration of site or other improvements
f) Unusual topography or inadequate public improvements or utilities
g) Defective or unusual conditions of title rendering the title nonmarketable;
h) The existence of conditions that endanger life or property by fire or other causes
i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities
j) Environmental contamination of buildings or property
k) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

These eleven factors can also be thought as "conditions", and the presence of at least four of these conditions can satisfy the state statute defining an area blighted. In addition to this list, C.R.S. 31-25-103(2) lists a twelfth condition. This final condition only applies when there is unanimous agreement among affected property owners that their properties can be included in an Urban Renewal Area. In this rare occurrence, only one blighting factor from the list of eleven needs to be identified to declare the area blighted.

State statute allows for some flexibility in defining what each blighting factor represents. For the purpose of this conditions survey, each blighting factor will be unpacked to describe various real world "conditions" that would indicate the presence of said factor. The presence of a condition within the survey boundary alone is not enough to make that area eligible for urban renewal activities. Rather, it is the culmination of four or more blighting factors which indicates that renewal activities should be applied within the proposed project area.

Identifying blighting conditions throughout this proposed project area required an objective analysis. The following sections outline the blighted area factors that this analysis found to be present within the survey area. Blighted area factors that were not identified were excluded from this report.

3.1 Factor Two – Predominance of Defective or Inadequate Street Layout

Description:

This factor refers to street conditions that negatively impact sound development, redevelopment, or threaten safety. Conditions that would justify the inclusion of this factor in an area may include:

- Inadequate street widths, lack of streets, dead ends or overall faulty layouts that impede vehicular access and internal circulation
- Streets that exhibit high degrees of traffic or accidents
- Streets that are in need of repair or reconstruction
- Poor emergency access or active transportation

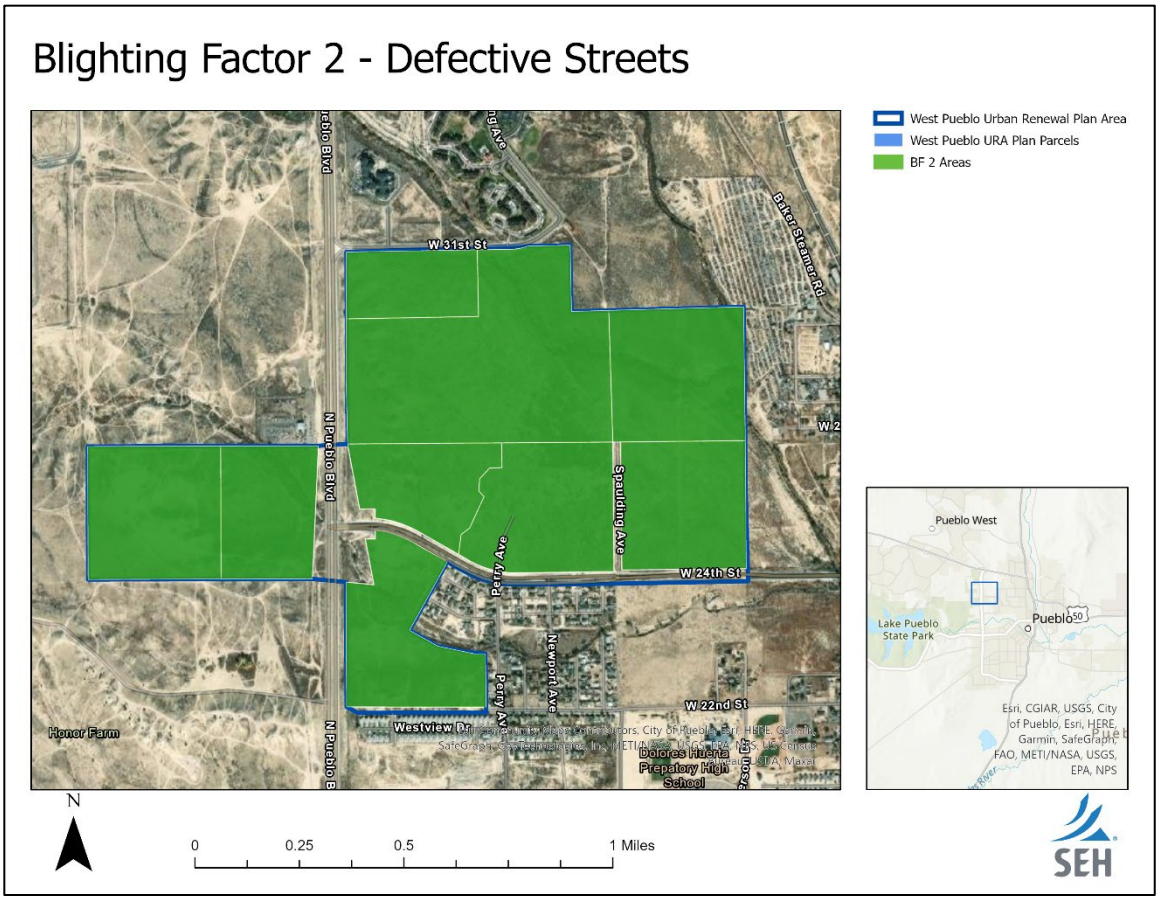
Findings:

The survey boundary includes large parcels that lack surface transportation infrastructure. The only paved streets within the survey boundary are segments of Pueblo Boulevard and West 24th Street. The properties within the boundary lack internal street networks, as well as active transportation infrastructure. The missing street network represents a barrier to sound development throughout the survey area, and evidence of this blighted area factor.

The properties within the survey boundary average 44.3 acres. These are large parcels that require significant internal street networks to facilitate sound development, multimodal transportation, and emergency access. The only roads found within the properties are deteriorating dirt roads in need of reconstruction.

The Pueblo County GIS indicates that streets have been planned within certain portions of the survey boundary, however, these streets remain undeveloped. Examples include West 22nd street, which abruptly terminates at the survey boundary, Perry Avenue, and Spaulding Avenue. The fact that these street networks have been planned, but not constructed, is further evidence of this blighted area factor.

Access is a significant concern with the boundary's westernmost parcels. These properties lack access to North Pueblo Boulevard, a major arterial. The speed limit on North Pueblo makes any future connection to these properties challenging. The incomplete street networks and poor access found throughout the survey boundaries underscored the this factor's inclusion in the report.


Blighting Factor 2 - Defective Streets
West Pueblo Urban Renewal Plan Area
West Pueblo URA Plan Parcels
BF 2 Areas
W 31st St
W 24th St
W 22nd St
N Pueblo Blvd
Spaulding Ave
Perry Ave
Newport Ave
Baker Steamer Rd
Honor Farm
Dolores Huerta Preparatory High School
Pueblo West
Lake Pueblo State Park
Pueblo
N
0
0.25
0.5
1 Miles
SEH

3.2 Factor Three – Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Description:

This factor refers to shapes, layout and sizes of lots that complicate sound development and the usefulness of the property. This factor shares similarities with Blighting Factor One (1). Conditions that would justify the inclusion of this factor in an area may include:

- Narrow or odd shaped lots
- Impractical lot layouts
- Lot configurations that yield unproductive conditions on the land as exhibited by misuse or nonuse

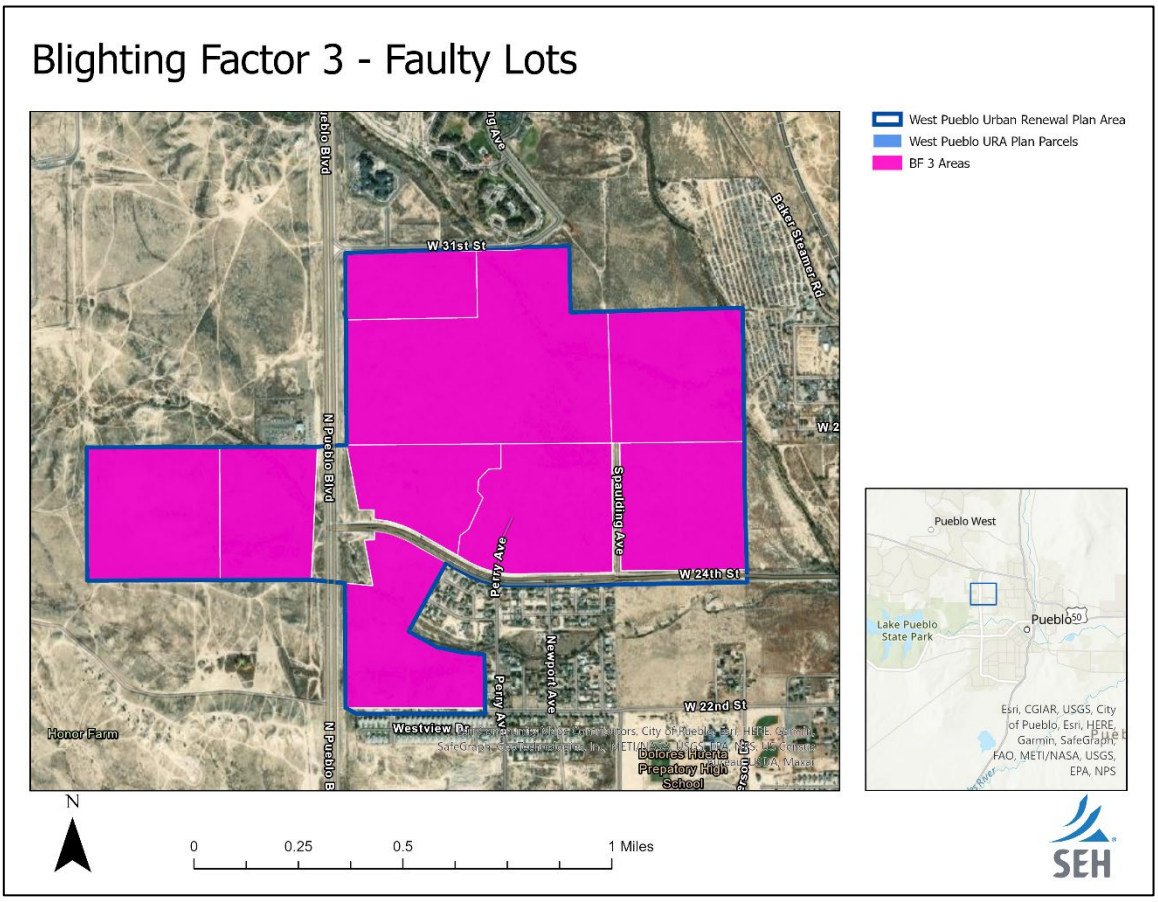
Findings:

The conditions survey found evidence of this blighted area factor in each parcel throughout the survey boundary. The obvious condition exhibited by these properties are impractical lot layouts which yield unproductive conditions.

The surveyed parcels averaged 44.3 acres in size. Parcels this large typically are used for agricultural uses. However, the Pueblo County Assessor does not classify any of the parcels in the area as an agricultural use. Despite their A-1 Agricultural zoning, the three parcels in the survey boundary zoned as such are assessed as either residential or vacant. In addition, the properties in the survey boundary all lack building improvements according to the Assessor's database. This assessment indicates that the parcels are not being utilized.

The non-use of property is evidence of this blighted area factor. In addition to narrow or odd shaped lots, there were also lots that this report deemed impractical due to their large size. The size of these lots, along with their vacancy and site deterioration, indicates the presence of conditions outlined under this blighted area factor.

The large number of impractical, large, vacant and underutilized lots throughout the survey boundary indicates that this blighted area factor is present.


Blighting Factor 3 - Faulty Lots
West Pueblo Urban Renewal Plan Area
West Pueblo URA Plan Parcels
BF 3 Areas
W 31st St
Baker Steamer Rd
N Pueblo Blvd
Spaulding Ave
W 24th St
Perry Ave
Newport Ave
W 22nd St
Westview Dr
Honor Farm
Dolores Huerta Preparatory High School
Pueblo West
Lake Pueblo State Park
Pueblo
50
Esri, CGIAR, USGS, City of Pueblo, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS
N
0
0.25
0.5
1 Miles
SEH

3.3 Factor Five – Deterioration of Site or Other Improvements

Description:

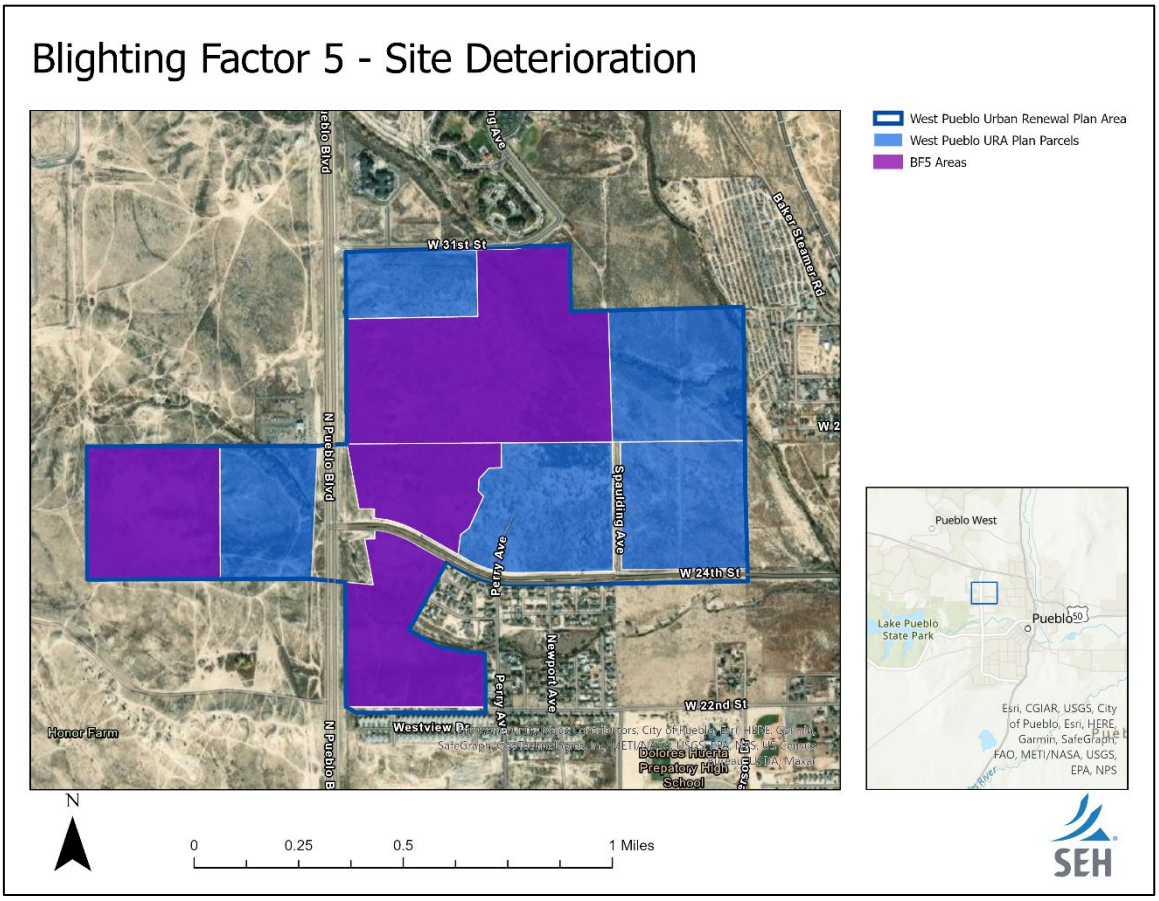
This factor is similar to factor two (2) and four (4), in that its focus is on the deterioration of structures and infrastructure. The decline of public infrastructure is an example of this factor. Private land and/or structures that have fallen into disrepair or are damaged also exhibit this factor. Conditions that would justify the inclusion of this factor in an area may include:

- Poor condition of streets or sidewalks
- Signage, such as billboards, that has fallen into disrepair
- Neglected landscaping
- Damaged or missing public utilities
- Abundance of trash, debris or noxious weeds

Findings:

The conditions survey identified concentrated incidences of this factor in parcels within the survey boundary. These observations were located within parcels nearest to North Pueblo Boulevard. Neglected landscaping and the deterioration of existing dirt roads and fencing were frequent observations throughout the survey boundary. The parcels are largely overrun with weeds and neglected landscaping. In specific areas, especially within properties lining North Pueblo Boulevard, trash and debris were identified during the field work.

The deterioration of roads, such as the dirt roads found within the parcels adjacent to Pueblo Boulevard and the planned Spaulding Avenue, also provided evidence of this blighting factor. The conditions identified in Factor 2 provide a similar justification for including Factor 5 within this report.


Blighting Factor 5 - Site Deterioration
West Pueblo Urban Renewal Plan Area
West Pueblo URA Plan Parcels
BF5 Areas
W 31st St
N Pueblo Blvd
Spaulding Ave
Perry Ave
W 24th St
Newport Ave
W 22nd St
Westview Dr
Honor Farm
Dolores Huerta Prepatory High School
Baker Steamer Rd
Pueblo West
Lake Pueblo State Park
Pueblo
Esri, CGIAR, USGS, City of Pueblo, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS
N
0
0.25
0.5
1 Miles
SEH

3.4 Factor Six – Unusual Topography or Inadequate Public Improvements or Utilities

Description:

This factor refers to unusual topography or lack of public infrastructure that have the effect of arresting sound development in a study area. Areas that exhibit steep grades which cause development to be incompatible or unprofitable would fall under this factor. Properties that are lacking public infrastructure, or are served by deteriorating public infrastructure, would also fall under this factor. This factor shares aspects of factors two (2), four (4) and five (5). Conditions that justify the inclusion of this factor in an area may include:

- Steep slopes or unusual terrain
- Overhead utilities in need of repair
- Deteriorating parking lots, street surfaces, sidewalks
- Poor storm water drainage facilities
- Lack of central sewer or water
- Broken or inadequate street lighting

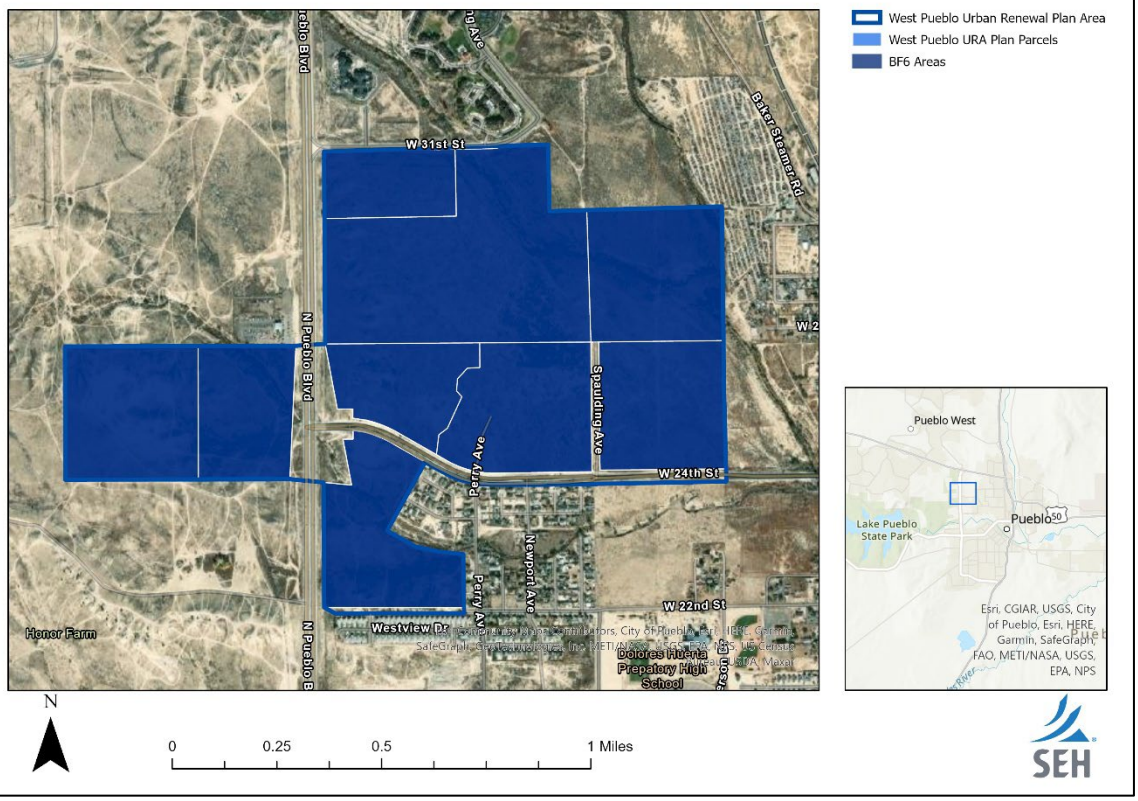
Findings:

The conditions survey analysis found multiple examples of this blighting factor throughout the survey boundary. Observed conditions included steep topography and a lack of public infrastructure throughout the survey area.

Field observations identified parcels lining North Pueblo Blvd as exhibiting steep topography. These properties exhibited unusual terrain that is challenging for development. These challenges are compounded by the lack of public infrastructure throughout the survey area. As mentioned in the Factor 2 and Factor 5 findings, the properties within the survey boundary lack internal street networks, active transportation infrastructure, street lighting and wet utilities. This combination of missing public infrastructure and utilities, contributes to arresting sound development from occurring throughout the survey boundary.

The overall vacancy exhibited throughout the survey area, as well as the relatively low assessment values of these properties, underscores the fact that missing utilities, infrastructure, and unusual topography create an environment that makes development difficult in this area. This environment is evidence that blighted area factor 6 is present in the survey boundary.

Blighting Factor 6 - Topography or Infrastructure



3.5 Factor Eleven – The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Description:

This factor references a broad category of health, safety and welfare factors. The common conditions for this factor to be present are instances where high levels of municipal service are required, substantial physical underutilization of property is exhibited, or high levels of vacancy are common. Vacancy can include land, buildings, or tenancy. This factor shares similarities with many of the factors on this list. Conditions that would justify the inclusion of this factor in an area include:

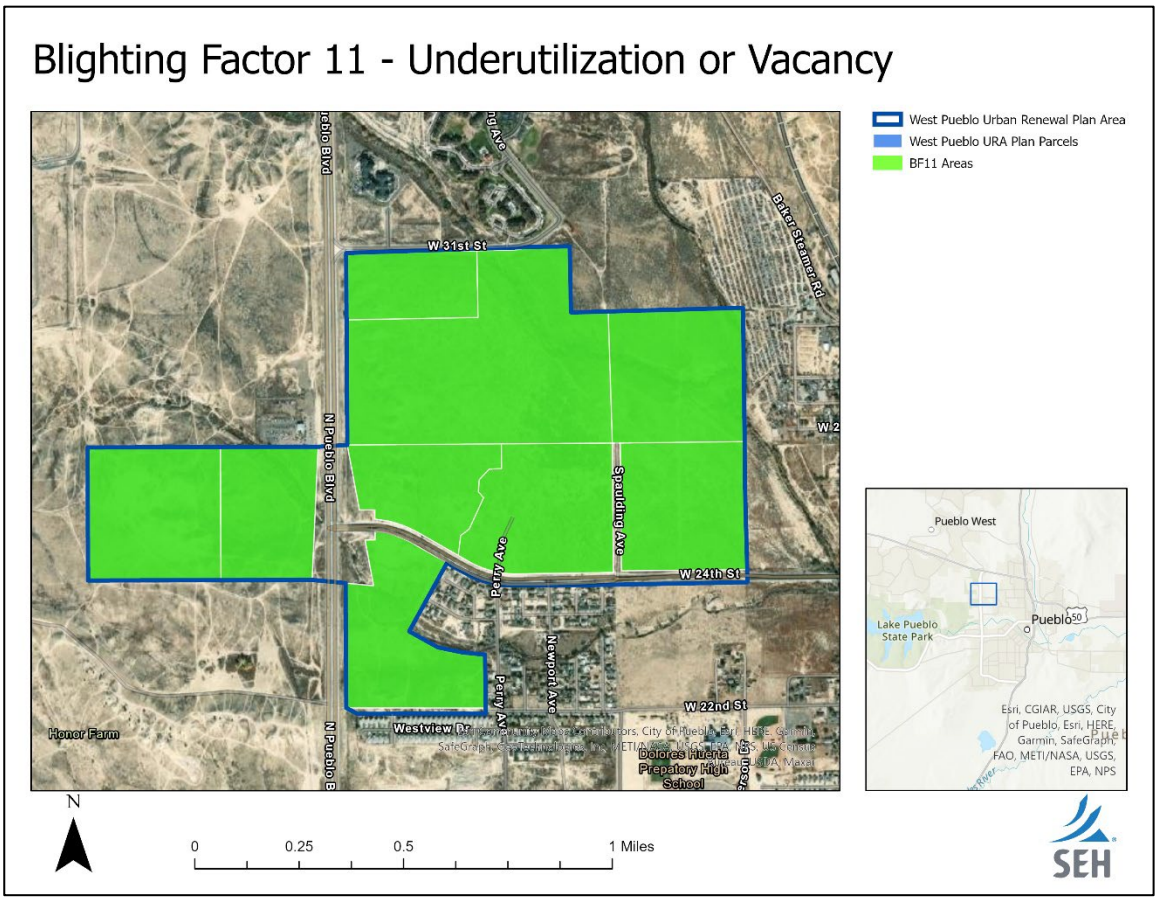
- Numerous vacant buildings or property throughout the area
- Evidence of underutilized buildings

Findings:

This report's real estate analysis identified multiple examples of this factor within the survey area. 100% of the parcels within the survey boundary have no building improvement value, according to the Pueblo County Assessor's database. In addition to lacking any building improvements, the land is not currently being used for agricultural purposes. In fact, 42% of the area's acreage is currently classified as "Vacant" by the County assessor's office. This classification indicates that the land within the survey boundary is currently underutilized.

The properties within the survey boundary exhibit the conditions that underscore Blighted Area Factor 11. These properties are vacant, despite being neighbors to substantial development north and south of the survey boundary. The assessment of these properties, as well as planned right-of-way improvements such as Perry Avenue, Spaulding Avenue, Joe Martinez Boulevard, and even West 22nd Street, are all examples of how the area is currently being underutilized relative to community needs. The survey boundary is in proximity to major arterials, and within a short drive of interstate US-50. This should contribute to new development. Instead, the current properties lack building improvements and are even assessed at a commercial rate due to their vacancy.

This level of vacancy and underutilization points to the existence of blighted area factors arresting sound development from taking root. These conditions justify the inclusion of blighted area factor 11.


Blighting Factor 11 - Underutilization or Vacancy
West Pueblo Urban Renewal Plan Area
West Pueblo URA Plan Parcels
BF11 Areas
W 31st St
N Pueblo Blvd
Spaulding Ave
W 24th St
Perry Ave
Nelson Ave
W 22nd St
Baker Steamer Rd
Honor Farm
Dolores Huerta Prepatory High School
Pueblo West
Lake Pueblo State Park
Pueblo
50
Esri, CGIAR, USGS, City of Pueblo, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS
N
0
0.25
0.5
1 Miles
SEH

4 Conclusion

This conditions survey catalogs the presence of statutorily defined blighting factors within the proposed West Pueblo Urban Renewal Plan area. This report was designed to assist the Pueblo Urban Renewal Authority (PURA) in determining whether this area is 1) eligible for urban renewal projects and activities, and 2) that the proposed boundary is drawn as narrowly as possible.

This conditions survey identified five blighted area factors as defined by Colorado's Urban Renewal Law, within the survey boundaries of the proposed area. The presence of six blighted area factors meets the requirements outlined in C.R.S. 31-25-103(2), in which at least four blighted area factors must be present for that area to be declared "blighted" and therefore eligible to be designated as an Urban Renewal Plan area.

The proposed boundary also meets the statutory recommendation of "being drawn as narrowly as possible". The five blighting factors were not clustered in one vicinity but spread across the entirety of the survey boundary. This is especially true of the underutilization observed and researched throughout the proposed project area. The high levels of vacancy and low assessment values indicate that blight is arresting sound development from taking place throughout the survey boundary.

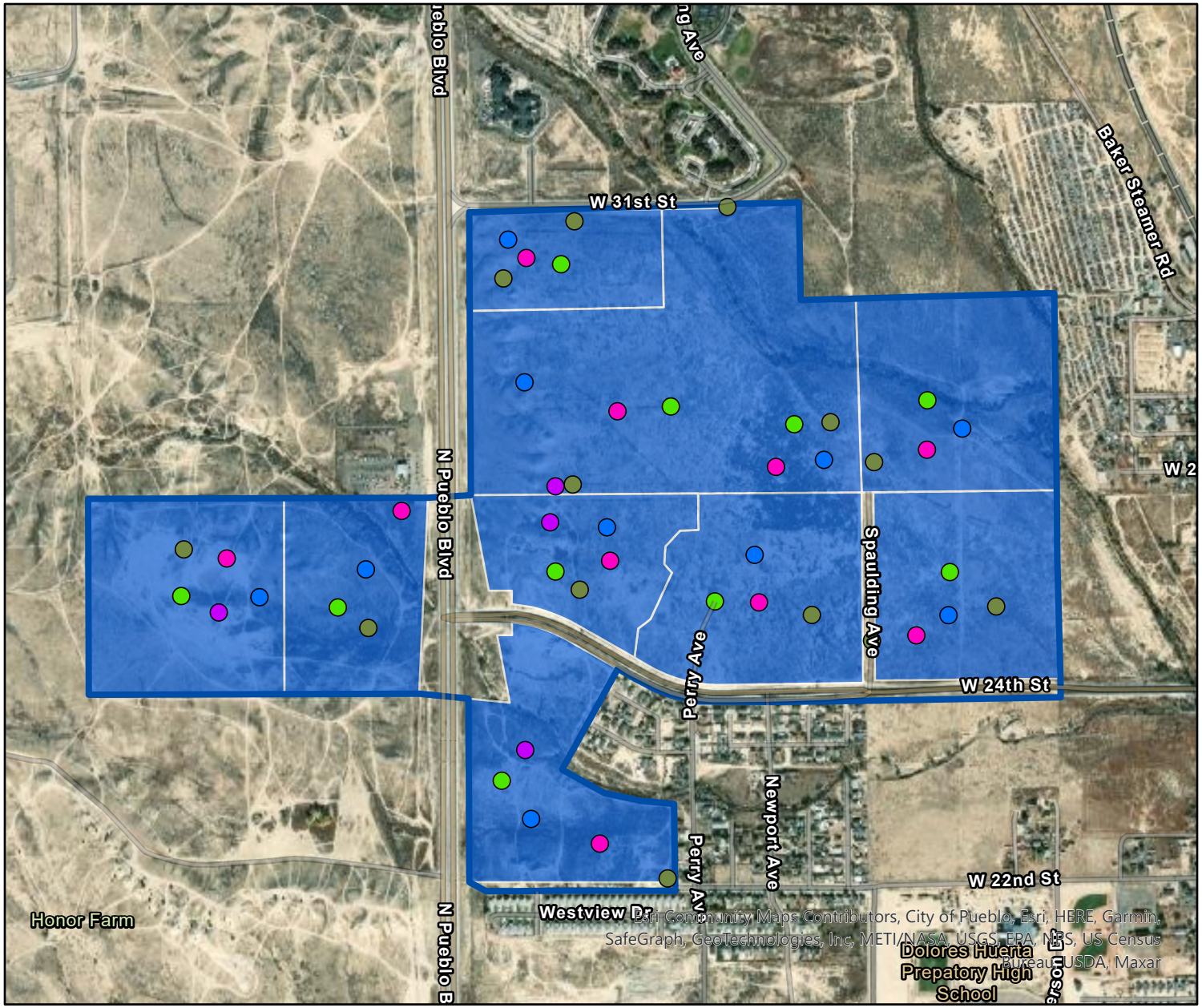
This conditions survey finds that the proposed West Pueblo Urban Renewal Plan can be declared a "blighted area" as defined by Colorado's Urban Renewal Law and therefore qualifies for urban renewal treatment.

Conditions Survey Maps

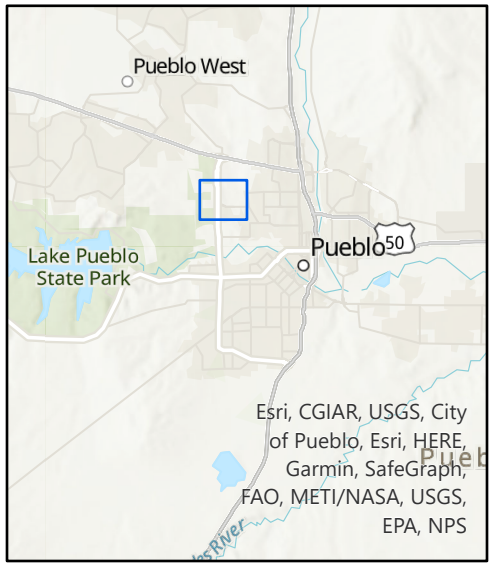
Appendix A

Survey Boundary Map

West Pueblo Urban Renewal Plan Area
Blighting Conditions Location Map



West Pueblo Urban Renewal Plan Area
West Pueblo URA Plan Parcels
BF2 - Defective Streets
BF3 - Faulty Lots
BF5 - Site Deterioration
BF6 - Topography and Infrastructure
BF 11 - Underutilization and Vacancy



N

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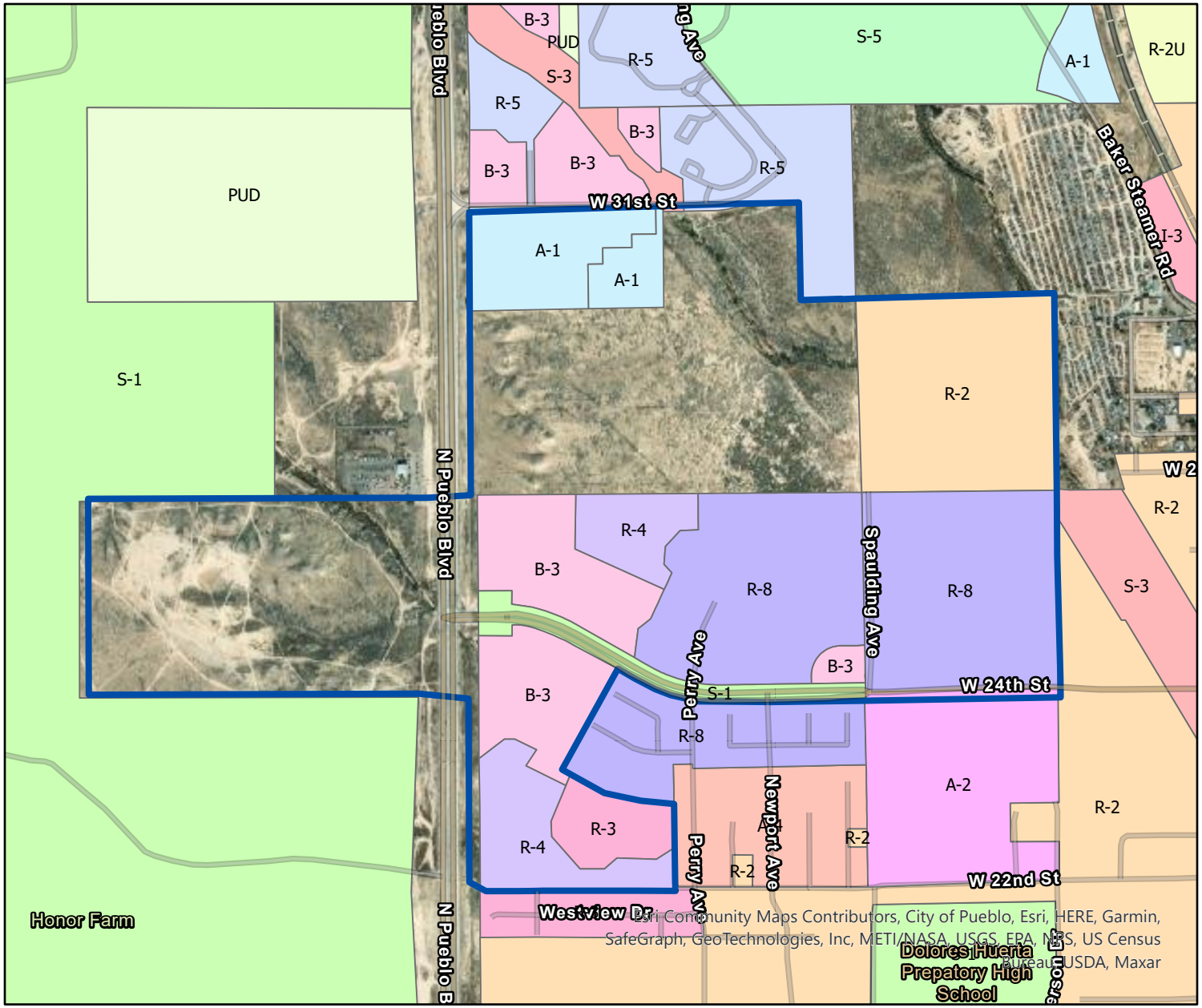
Appendix B

Conditions Survey Field Work Map

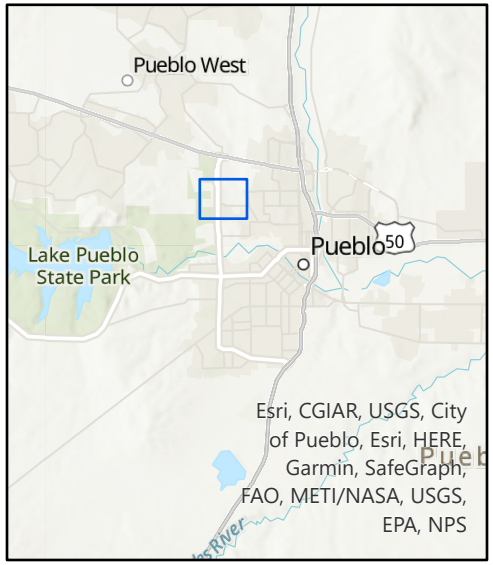
West Pueblo Urban Renewal Plan Area
City Zoning Districts Map



West Pueblo Urban Renewal Plan Area

ZONE_CODE

- A-1
- A-2
- A-4
- B-3
- I-3
- PUD
- R-2
- R-2U
- R-3
- R-4
- R-5
- R-8
- S-1
- S-3
- S-5



N

0 0.25 0.5 1 Miles

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We're confident in our ability to balance these requirements.

Join Our Social Communities

PUEBLO
URBAN RENEWAL
AUTHORITY

TITLE

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PUEBLO URBAN RENEWAL AUTHORITY IN PUEBLO COLORADO, FINDING THAT AN AREA OF THE CITY OF PUEBLO IS A BLIGHTED AREA AND APPROPRIATE FOR AN URBAN RENEWAL PROJECT AND APPROVING THE URBAN RENEWAL PLAN FOR THE WEST PUEBLO URBAN RENEWAL PROJECT

RECOMMENDATION

Approve Resolution 2023-24 at the September, 2023 regular meeting of the PURA Board of Commissioners.

BACKGROUND

On March 2, 2022, by Ordinance 10128 the City of Pueblo approved an Intergovernmental Agreement (IGA) with the Pueblo Urban Renewal Authority (PURA), Pueblo County, the Board of Water Works and Pueblo West Metropolitan District. Which directed PURA to conduct a study to determine whether the area described as the West Pueblo Urban Renewal Project is a slum, blighted area, or a combination thereof, and to notify owners of property in the area that they are subjects of such study.

PURA contracted with a consultant firm, Short Elliott Hendrickson, who researched, documented, photographed, and compared with the blight factors pursuant to the Urban Renewal Act. The Conditions Survey found that five (5) blight factors exist. Four blight factors are required as a prerequisite to adoption of an urban renewal plan and establishment of an urban renewal project area.

Based upon the conditions identified in the Conditions Survey, an Urban Renewal Plan has been prepared to address said conditions.

FINANCIAL IMPACT

None.

RESOLUTION NO. 2023-24

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, BODY CORPORATE AND POLITIC OF THE STATE OF COCORADO, FINDING THAT AN AREA OF THE CITY OF PUEBLO IS A BLIGHTED AREA AND APPROPRIATE FOR AN URBAN RENEWAL PROJECT AND APPROVING THE URBAN RENEWAL PLAN FOR THE WEST PUEBLO URBAN RENEWAL PROJECT

WHEREAS, pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the City of Pueblo (the "City") and Pueblo County (the "County") have agreed it is in the public interest to jointly undertake the West Pueblo Urban Renewal Project (the "Urban Renewal Project" or "Project") pursuant to the "West Pueblo Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan"); and

WHEREAS, pursuant to a contract with the Pueblo Urban Renewal Authority (the "Authority") the consultant firm, Short Elliott Hendrickson (the "Consultant"), has prepared a Conditions Survey of the area (the "Area") described in Exhibit A, attached to and incorporated herein, to determine if the Area contains factors included in the definition of "blighted area" in the Act; and

WHEREAS, there was presented to the Board of Commissioners of the Authority a Conditions Survey prepared by the Consultant entitled "West Pueblo URA Plan: Conditions Survey" (the "Survey") originally dated May 2, 2022, and updated as of August 26, 2023, which describes in detail the conditions in the Area and is incorporated herein by this reference; and

WHEREAS, the Area included in the Plan contains real property in unincorporated Pueblo County that is contiguous to a portion of the Area within the municipal limits of the City as authorized by Section 31-25-112.5 of the Act; and

WHEREAS, to the extent that the Area may contain land that the Pueblo County Assessor has classified as agricultural for the purposes of levying and collecting property taxes at any time during the five-year period prior to the date of approval of the Plan, each public body that levies an ad valorem property tax on such agricultural land has consented in writing to inclusion of the agricultural land within the Area in the Plan (the County will consent by approving the Plan); and

WHEREAS, cooperation with the City and the County to carry out the Plan will support community and regional goals and provide needed public facilities, infrastructure, housing, and provide needed traffic improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AUTHORITY OF PUEBLO, COLORADO, AS FOLLOWS:

Section 1. Based on a review of the Survey and in accordance with the Act, the Board of Commissioners finds and determines that the Area is a "blighted area" as defined in Section 31-

25-103(2) of the Act and by reason of the presence of the following factors the Area substantially impairs or arrests the sound growth of the City, retards the provision of housing accommodations, constitutes an economic and social liability, and is a menace to the public health, safety, morals or welfare in its present condition and use. The Board of Commissioners finds and determines that the following factors exist in the Area:

a. Predominance of defective or inadequate street layout.

b. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

c. Deterioration of site or other improvements.

d. Unusual topography or inadequate public improvements or utilities.

e. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

Section 2. The Urban Renewal Plan has been duly reviewed and considered and is hereby approved.

Section 3. The Executive Director and staff of the Authority are hereby authorized and directed to submit the Survey, the Plan, all other agreements, notices and project documents incidental to and associated with the Plan and the Project, and this resolution to the City Council and the Pueblo County Commissioners for appropriate action in accordance with the Act.

Section 4. The Executive Director and staff of the Authority are directed to take or cause to be taken all actions necessary or reasonably required or desirable to facilitate approval of the Plan and the Project in accordance with this resolution.

ADOPTED this 12th day of September 2023.

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Chairman

Attest:

By: _____
Secretary

Docusign Envelope ID: 18ED8BD3-6347-4012-B9FE-208B8EF6028E

City Clerk's Office Item # R18

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 9, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE COLORADO SMELTER URBAN RENEWAL PLAN

SUMMARY:

This Ordinance makes certain legislative findings that approves the Colorado Smelter Urban Renewal Plan and establishes the Colorado Smelter Urban Renewal Area.

PREVIOUS COUNCIL ACTION:

City Council approved/directed the Pueblo Urban Renewal Authority (PURA) to conduct a conditions survey on January 24, 2022.

BACKGROUND:

PURA mailed notice of the conditions survey to all affected property owners on February 24, 2022. PURA notified all affected taxing entities of the proposed urban renewal project on September 8, 2022. As a result of negotiations with neighborhood representatives, the large boundaries of the study area have been reduced to a more manageable proposed boundary attached to the proposed plan.

After notice by PURA and negotiations that followed, all taxing entities who levy property taxes in the proposed urban renewal area have executed TIF agreements, which PURA approved on April 11, 2023.

FINANCIAL IMPLICATIONS:

None. Future property tax increment revenues are based on increased valuations that will not exist but for the redevelopment in the proposed plan area.

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BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission advised that the proposed project is in conformity with the City's Comprehensive Plan and recommended approval at their meeting on July 10, 2024.

STAKEHOLDER PROCESS:

Neighborhood representatives have approved the revised boundaries of the proposed plan. Affected taxing entities and PURA have all signed a master TIF agreement.

ALTERNATIVES:

None.

RECOMMENDATION:

The PURA Board of Commissioners recommends approval of this Ordinance.

ATTACHMENTS:

1. PURA resolution approving TIF agreements with taxing entities
2. The Colorado Smelter Conditions Survey, as updated on July 27, 2024
3. The Colorado Smelter Impact Report
4. The Colorado Smelter Urban Renewal Plan

Docusign Envelope ID: 18ED8BD3-6347-4012-B9FE-208B8EF6028E

ORDINANCE NO. 10790

AN ORDINANCE MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE COLORADO SMELTER URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 14796, the City Council of Pueblo (the "City Council") authorized and directed the Pueblo Urban Renewal Authority to study and area generally described as the Bessemer, Eilers Heights and Grove areas (collectively, the "Area") of Pueblo (the "City") to assess if blighting factors exist in the Area and, if appropriate, recommend that the City Council consider one or more redevelopment plans to remove any such conditions of blight; and

WHEREAS, the Consultant prepared, and the Authority has approved, the Colorado Smelter Urban Renewal Plan for the (the "Plan"), a copy of which has been approved as to form by the City Attorney and is attached hereto and incorporated herein; and

WHEREAS, the aforesaid Plan is a matter of public record in the custody of the City Clerk and is available for public inspection during business hours of the City; and

WHEREAS, notice of the public hearing on the Plan was published as required by Section 31-25-107(3), C.R.S., at least thirty days prior to the public hearing; and

WHEREAS, written notice of the public hearing was mailed or delivered to each property owner, business, and resident of the area included in the Plan (the "Urban Renewal Area") informing them of the public hearing at least thirty days prior to the public hearing; and

WHEREAS, the Pueblo Planning and Zoning Commission has determined that the Plan complies with the Pueblo Regional Comprehensive Development Plan (the "Comprehensive Plan"), which is the general plan for the development of the City as a whole; and

WHEREAS, the Plan contains provisions that allocate property tax increment revenues derived from the levies of taxing entities that levy property taxes in the Urban Renewal Area included in the Plan (the "Taxing Entities"), and

WHEREAS, the Authority has delivered to the Taxing Entities (1) the notice of the public hearing, (2) the Plan, and (3) a copy of an impact report (the "Impact Report") prepared by the Consultant that describes the burdens and benefits of the Plan on the revenues and services of such Taxing Entities; and

WHEREAS, based on the Impact Report, the Authority has reached agreement with the Taxing Entities regarding estimated impacts on services of the Taxing Entities associated solely with the Plan as required by Section 31-25-107(9.5) of the Act; and

Docusign Envelope ID: 18ED8BD3-6347-4012-B9FE-208B8EF6028E

WHEREAS, on September 9, 2024, the City Council conducted a public hearing and reviewed said Plan pursuant to the procedural and notice requirements of the City Charter, and the Act, and the City Council having considered the evidence presented in support of and in opposition to the Plan, the Survey, the City's Comprehensive Plan, and staff recommendations and so having considered the legislative record and given appropriate weight to the evidence; NOW, THEREFORE,

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

SECTION 1.

The Urban Renewal Area described in the Plan is found and declared to be a blighted area as defined in the Act. This is a legislative finding by the City Council based upon the Survey and other evidence presented to City Council.

SECTION 2.

The boundaries of the Urban Renewal Area have been drawn as narrowly as the City Council determines feasible to accomplish the planning and development objectives of the Plan. The Urban Renewal Area described in the Plan does not include any of the area included in the boundaries of the South Santa Fe Urban Renewal Project.

SECTION 3.

The Plan, Impact Report, and notice of the public hearing have been submitted to the Taxing Entities, including the Board of County Commissioners of Pueblo County, Colorado, (the "County") together with the information required by Sections 31-25-107(3.5) and (9.5) of the Act. The Plan will remediate conditions of blight in the Urban Renewal Area.

SECTION 4.

The Taxing Entities have reached agreement with the Authority regarding estimated impacts on services of the Taxing Entities associated solely with the Plan as required by Section 31-25-107(9.5) of the Act.

SECTION 5.

Pueblo City Schools (School District No. 60) has been permitted to participate in an advisory capacity with respect to the inclusion in the Plan of the tax allocation provisions authorized by Section 31-25-107(9) of the Act.

SECTION 6.

It is not expected that any relocation of individuals and families will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of individuals and families in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families.

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SECTION 7.

It is not expected that any relocation of business concerns will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of such business concerns in the Urban Renewal Area or in other areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

SECTION 8.

The City Council has taken reasonable efforts to provide written notice of the public hearing prescribed by Section 31-25-107(4)(c) of the Act to all property owners, residents, and owners of business concerns in the proposed Urban Renewal Area at their last known addresses at least thirty days prior to the public hearing on the Plan.

SECTION 9.

Section 31-25-107(4)(d) of the Act does not apply because no more than 120 days have passed since the commencement of the only public hearing on the Plan.

SECTION 10.

Section 31-25-107(4)(e) of the Act does not apply because the City Council did not fail to previously approve this Plan.

SECTION 11.

The Plan conforms with the Pueblo Regional Comprehensive Development Plan, which is the general plan for the development of the City of Pueblo as a whole.

SECTION 12.

The Plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area described in the Plan by private enterprise.

SECTION 13.

The entire Urban Renewal Area is within the corporate limits of the City. Construction and maintenance of public improvements and provision of services in the Urban Renewal Area will be the primary responsibility of the City, the Authority, and private enterprise. Any impacts on the services or revenues of the Taxing Entities will be offset by new revenues not now being collected by the Taxing Entities and directly produced as a result of the Plan and subsequent redevelopment of the Urban Renewal Area and adjacent property outside of the Urban Renewal Area.

SECTION 14.

The Urban Renewal Area described in the Plan does not consist of open land within the meaning of Sections 31-25-107(5) and (6) of the Act. Therefore, the findings and determinations set forth in such sections of the Act do not apply and are not required.

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SECTION 15.

The Authority is not authorized to acquire property through the exercise of eminent domain.

SECTION 16.

The Colorado Smelter Urban Renewal Plan has been duly reviewed and considered and is hereby approved. The Authority is hereby authorized to take any and all actions pursuant to the Act to carry out the Plan.

SECTION 17.

This Ordinance shall become effective upon final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 26, 2024.

Final adoption of Ordinance by City Council on September 9, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 9/10/2024 | 3:37 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 18ED8BD3-6347-4012-B9FE-208B8EF6028E

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

PUEBLO
URBAN RENEWAL
AUTHORITY

TITLE

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PUEBLO URBAN RENEWAL AUTHORITY IN PUEBLO COLORADO, FINDING THAT AN AREA OF THE CITY OF PUEBLO IS A BLIGHTED AREA AND APPROPRIATE FOR AN URBAN RENEWAL PROJECT AND APPROVING THE URBAN RENEWAL PLAN FOR THE COLORADO SMELTER URBAN RENEWAL PROJECT

RECOMMENDATION

Approve Resolution 2024-20 at the May 14, 2024 regular meeting of the PURA Board of Commissioners.

BACKGROUND

On January 24, 2022, by Resolution 14796 the City of Pueblo directed PURA to conduct a study to determine whether the area described as the Colorado Smelter Urban Renewal Project area is a slum, blighted area, or a combination thereof, and to notify owners of property in the area that they are subjects of such study.

PURA contracted with a consultant firm, Short Elliot Hendrickson, who researched, documented, photographed, and compared with the blight factors pursuant to the Urban Renewal Act. The Conditions Survey found that ten (10) blight factors exist. Four blight factors are required as a prerequisite to adoption of an urban renewal plan and establishment of an urban renewal project area.

Based upon the conditions identified in the Conditions Survey, an Urban Renewal Plan has been prepared to address said conditions.

FINANCIAL IMPACT

PURA has spent $51,710 in consultant fees for Condition Survey, Impact Report and Plan documents.

RESOLUTION NO. 2024-20

A RESOLUTION OF THE PUEBLO URBAN RENEWAL AUTHORITY, BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, FINDING THAT AN AREA OF THE CITY OF PUEBLO IS A BLIGHTED AREA AND APPROPRIATE FOR AN URBAN RENEWAL PROJECT AND APPROVING THE URBAN RENEWAL PLAN FOR THE COLORADO SMELTER URBAN RENEWAL PROJECT

WHEREAS, pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"), the City of Pueblo (the "City") and the Pueblo Urban Renewal Authority (the "Authority") have agreed it is in the public interest to undertake the Colorado Smelter Urban Renewal Project (the "Urban Renewal Project" or "Project") pursuant to "The Colorado Smelter Urban Renewal Plan" (the "Urban Renewal Plan" or "Plan"); and

WHEREAS, pursuant to a contract with the Authority, Short Elliot Hendrickson (the "Consultant"), has prepared a Conditions Survey of the area (the "Area") described in Exhibit A, attached to and incorporated herein, to determine if the Area contains factors included in the definition of "blighted area" in the Act; and

WHEREAS, there was presented to the Board of Commissioners of the Authority a Conditions Survey prepared by the Consultant entitled "Colorado Smelter Urban Renewal Plan Conditions Survey" (the "Survey") dated April 5, 2022, which describes in detail the conditions in the Area and is incorporated herein by this reference; and

WHEREAS, the Plan will support community and regional goals and provide needed public facilities, infrastructure, and affordable and attainable housing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AUTHORITY OF PUEBLO, COLORADO, AS FOLLOWS:

Section 1. Based on a review of the Survey and in accordance with the Act, the Board of Commissioners finds and determines that the Area is a "blighted area" as defined in Section 31-25-103(2) of the Act and by reason of the presence of the following factors the Area substantially impairs or arrests the sound growth of the City, retards the provision of housing accommodations, constitutes an economic and social liability, and is a menace to the public health, safety, morals or welfare in its present condition and use. The Board of Commissioners finds and determines that the following factors exist in the Area:

a. Slum, deteriorated, or deteriorating structures.
b. Predominance of defective or inadequate street layout.
c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
d. Unsanitary or unsafe conditions.
e. Deterioration of site or other improvements.
f. Unusual topography or inadequate public improvements or utilities.

g. Conditions that endanger life or property by fire or other causes.
h. Buildings that are Unsafe or Unhealthy or unhealthy for persons to live or work in.
i. Environmental contamination of buildings or property.
j. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

Section 2. The Urban Renewal Plan has been duly reviewed and considered and is hereby approved.

Section 3. The Executive Director and staff of the Authority are hereby authorized and directed to submit the Survey, the Plan, all other agreements, notices and project documents incidental to and associated with the Plan and the Project, and this resolution to the City Council for appropriate action in accordance with the Act.

Section 4. The Executive Director and staff of the Authority are directed to take or cause to be taken all actions necessary or reasonably required or desirable to facilitate approval of the Plan and the Project in accordance with this resolution.

ADOPTED this 14th day of May 2024.

PUEBLO URBAN RENEWAL AUTHORITY

By: _____
Chairman

Attest:

By: _____
Secretary

PIONEER
DEVELOPMENT
COMPANY
we find the way

TO: Jerry Pacheco, Pueblo Urban Renewal Authority
FROM: Andrew Arnold, Pioneer Development Company
DATE: July 27th, 2024

RE: Smelter Urban Renewal Plan Conditions Survey

Dear Jerry,

This letter is in reference to the proposed Smelter Urban Renewal Plan and its eligibility for Urban Renewal treatment. Specifically, this letter's purpose is to state that the blighted area factors, as defined by C.R.S. 31-25-103.2, and catalogued in the April 5th, 2022 Conditions Survey Study are still present within the proposed Urban Renewal Plan's boundaries.

On April 5th, 2022, I submitted a Conditions Survey study to the Pueblo Urban Renewal Authority (PURA) that analyzed statutorily defined blighted area factors within the proposed Smelter Urban Renewal Plan area. This Plan area included 2,642 acres and approximately 4,343 parcels. The Conditions Survey identified ten (10) of the eleven (11) statutorily defined factors listed in C.R.S. 31-25-103.2, meaning the Smelter Urban Renewal Plan area is eligible for Urban Renewal treatment. These conditions notably included environmental contamination, as the Smelter Superfund site is located within the conditions survey boundaries. I completed this report while working for Short Elliott Hendrickson, Incorporated (SEH, Inc) as their primary economic development project manager for the company's western region.

Two years after this study was submitted, the Pueblo Urban Renewal Authority and the City of Pueblo now are seeking to officially establish the Smelter Urban Renewal Plan. My new company, Pioneer Development Company, serves as PURA's urban renewal and economic development consultant, and I've been asked to submit a letter stating whether the proposed Plan area's blighting factors are still present, or have been substantially mitigated since 2022.

I can definitively say that the Smelter Urban Renewal Plan still qualifies for Urban Renewal treatment. The ten blighting factors identified in 2022 remain present within the proposed Plan area, and in some cases have worsened. The purpose of the Smelter Urban Renewal Plan is to remediate these blighting factors, and without that Plan and its incentives in place, it is unlikely that these properties can remove the current conditions arresting sound development throughout the area.

If you have any questions or need additional details regarding this opinion, please do not hesitate to reach out to me. Thank you for the opportunity to work with you, PURA, and the Pueblo Community.

Andrew Arnold
Founder | Principal
Pioneer Development Company
Durango, Colorado
856.625.6564
andrew@pioneerdevelopmentcompany.com

Pueblo Urban Renewal Authority

Colorado Smelter URA Plan: Conditions Survey

The City of Pueblo, Colorado

165646 | April 5, 2022

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April 5, 2022

Pueblo Urban Renewal Authority
The City of Pueblo, Colorado

Dear Pueblo Urban Renewal Authority Board of Commissioners,

The following conditions survey report is intended to assist the Pueblo Urban Renewal Authority (PURA) with identifying and cataloguing conditions that may be arresting sound development from occurring throughout a specific area of the City. This area is named the "Colorado Smelter Urban Renewal Plan" area, which is a reference to Pueblo's ongoing work with the "Colorado Smelter Revitalization Plan" (CSRP). The proposed urban renewal plan area encompasses a significant portion of the CSRP, including both operable units (OU1 and OU2) of the EPA's superfund site around the former smelter facility and slag pile. The area also includes the Bessemer, Eilers Heights/Bojon Town and Grove Neighborhoods. In total, Colorado Smelter Urban Renewal Plan area includes 4,343 parcels, an estimated 69.27 miles of roads, and approximately 2,642 acres. The conditions survey evaluates this area in its entirety.

This report has been prepared based upon the application of Colorado's Urban Renewal Law under C.R.S. 31-25 Part I, more specifically §§ 101 to 116 (the "Act"). The report includes a description of each blighting factor for identification pursuant to Act and an identification of those factors observed, identified and found to exist within the proposed plan area. Blighting factors have also been mapped to illustrate the location of these observed conditions.

Based upon our field observations and analysis, this report finds that the surveyed area meets the Act's statutory minimum of blighting factors required to designate the proposed Colorado Smelter Urban Renewal Plan as an urban renewal plan area eligible for urban renewal activities.

Sincerely,

Andrew Arnold, AICP
Economic Development Planner
Short Elliott Hendrickson, Incorporated (SEH®)

CC: Jerry Pacheco and Cherish Deeg

Executive Summary

The Colorado Smelter Urban Renewal Plan Conditions Survey:

A conditions survey report is required by Colorado's Urban Renewal Law to examine the existence of specific conditions that contribute to making an area within the community "blighted", and therefore eligible for urban renewal treatment. The conditions survey is the first step in the process of either establishing an Urban Renewal Authority within a municipality or creating an urban renewal plan for a specific geographical area of that municipality.

An urban renewal plan area, also known as an urban renewal project, is defined by state statute to mean "a slum area, or blighted area, or combination thereof, which the local governing body designates as appropriate for an urban renewal project" (C.R.S. 31-25-103). The process to designate an urban renewal plan is organized under Colorado Urban Renewal Law (C.R.S. 31-25-101 to 116).

For an urban renewal plan to be established and adopted, a specific geographic area within the community must be found to exhibit certain conditions. These conditions are known as "blighted area factors" and these factors must be cataloged accordingly before urban renewal projects and activities can commence. The process of surveying an area for the presence of blighting factors is part of conducting a conditions survey, a report that carefully analyzes a geographic area to determine the existence of factors that, "substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare." (C.R.S. 31-25-103.2)

The conditions survey does not create a new Urban Renewal Plan or Urban Renewal Project. The Conditions Survey is merely a starting point for that process, one that is required before the Pueblo Urban Renewal Authority can designate a specific plan area, evaluate its fiscal impacts and potential tax increment generation, and adopt its Urban Renewal Plan. The conditions survey's purpose is to evaluate the proposed URA plan area and determine if it meets the statutorily required threshold of blighted area factors. Colorado's Urban Renewal Law defines eleven factors, four of which must be identified before an Urban Renewal Project or Plan can be established and adopted.

The proposed project area was carefully surveyed during a week-long field visit. Observations were taken during this field visit that identified the presence of statutorily defined blighting factors throughout the area. These observations were supplemented with background research on the survey area. This report thoroughly reviewed both City and County planning documents, as well as assessment information that could help identify blighting factors that were not easily observable during the site visits.

The conditions survey also carefully reviewed the Colorado Smelter Revitalization Plan (CSRP). The CSRP was created in response to the 2014 EPA Superfund designation of the former smelter facility and slag pile. The plan represents a multi-agency collaboration between the EPA, the City of Pueblo, as well as state and local entities to strategically target investment and revitalization in the area and its surrounding neighborhoods. The proposed urban renewal plan area is intended to support the CSRP's investment and revitalization goals. Blighted area factors that relate to the EPA Superfund site, or blighted area factors arresting the goals outlined in the CSRP, were specified by this report.

The conditions survey's conclusion is that the proposed Colorado Smelter Urban Renewal Plan area exhibits the necessary number of blighting factors to make it eligible for an urban renewal project or plan area according to state statute. This conditions survey identified ten (10) blighting factors within the area, listed in the table below:

Executive Summary (continued)

Colorado Smelter URA Plan Conditions Survey - Blighted Area Factors Cataloged	
Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)	**Definition**
Factor 1 (a)	Slum, Deteriorated or Deteriorating Structures
Factor 2 (b)	Predominance of Defective or Inadequate Street Layout
Factor 3 (c)	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4 (d)	Unsanitary or Unsafe Conditions
Factor 5 (e)	Deterioration of Site or Other Improvements
Factor 6 (f)	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 8 (h)	The Existence of Conditions that Endanger Life or Property by Fire or other Causes
Factor 9 (i)	Buildings that are Unsafe or Unhealthy or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities
Factor 10 (j)	Environmental Contamination of Buildings or Property
Factor 11 (k.5)	The existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or substantial Physical Underutilization or Vacancy of Sites, Buildings, or other Improvements

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Pueblo Urban Renewal Authority

Colorado Smelter URA Plan: Conditions Survey

Prepared for the PURA Board of Commissioners

1 The Colorado Smelter Urban Renewal Plan Area Summary

1.1 Survey Area

The Colorado Smelter Urban Renewal Plan's proposed boundary encompasses 2,642-acres[1] within the City of Pueblo that includes 4,343 individual parcels. This survey area has been strategically drawn to include parcels that are included in Colorado Smelter Revitalization Plan (CSRP), the EPA Superfund site's Operable Unit 1 and Operable Unit 2, as well as additional parcels that need or will likely attract new investment or reinvestment. The area also includes public right-of-way that may benefit from urban renewal treatment.

Survey Boundary Description

The proposed Colorado Smelter Urban Renewal Plan targets an area in need of environmental remediation, reinvestment, and redevelopment. The survey boundary is within Pueblo's City Limits and encompasses the Bessemer, Eilers Heights/Bojon Town and Grove neighborhoods, the Runyon Sports complex and Lake, as well as residential and commercial areas to the west and south of Bessemer. The survey boundary begins where Santa Fe Avenue crosses the Union Pacific/BSNF railroad lines. The survey boundary extends around the historic Gove neighborhood, stretching east from the Arkansas River to Gruma Drive. The boundary continues south, outlining the Bessemer neighborhood and the Runyon Sports complex and lake. The eastern edge of the survey boundary reaches Salt Creek before turning west along Northern Avenue, and then continuing south on I-25 until terminating past JJ Raigoza Park. The western edge of the survey boundary extends beyond the Bessemer neighborhood to the west, following Washington Street to West Summit Avenue, East Adams Avenue, and then eventually moving south along Lake Avenue. The boundary moves around to exclude the Saint Mary Corwin Hospital, before again heading south along Wyoming Avenue, encompassing the final neighborhood blocks adjacent to the unpaved Streator Avenue and connecting with its eastern edge near JJ Raigoza Park.

The survey boundary was strategically drawn to include a combination of public amenities, key transportation corridors and historic neighborhoods that are impacted by the former smelter facility's and slag pile's environmental contamination. These areas are part of the EPA's Superfund site, specifically Operable Unit 1 and Operable Unit 2. This proposed urban renewal area is intended to parallel these environmental remediation efforts, providing an additional tool to alleviate forms of blight including, but not limited to, the environmental contamination of soils throughout the area. These are areas of Pueblo that, to date, have struggled to attract new investment and initiate redevelopment.

[1] Acreage estimate includes Public Right of Way e.g. Roads and Alleys

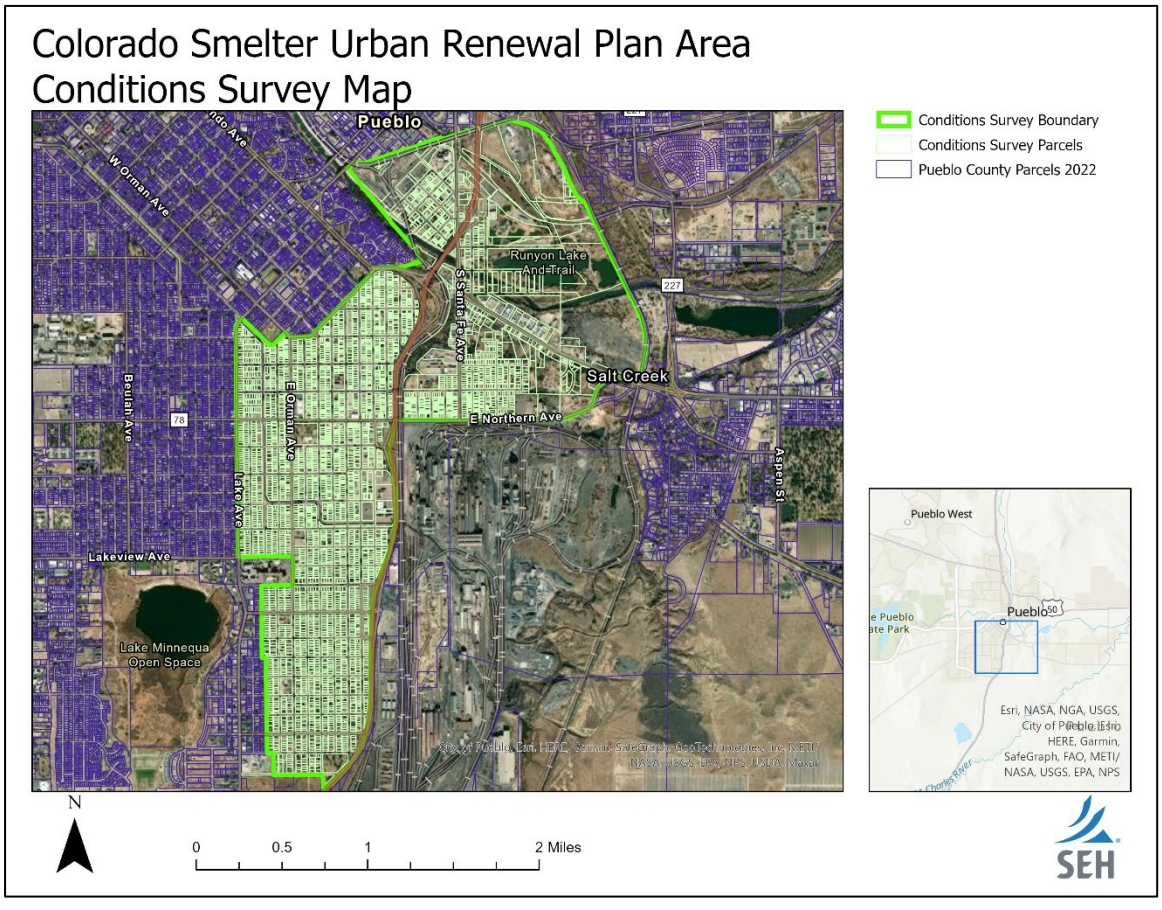
The goal of the Colorado Smelter Urban Renewal Plan is to encourage “renewal” throughout this surveyed area by attracting additional investment within the project boundary. Alleviating blight will also help to advance the three “revitalization themes” outlined in the CSRP, specifically:

1. Connectivity and Cultural Heritage
2. Thriving Neighborhoods
3. Vibrant Commercial

This conditions survey carefully evaluated blighted area factors that have a propensity to arrest development which would help advance each revitalization theme. The goals of the Colorado Smelter Urban Renewal Plan are closely aligned with the community vision contained in the CSRP, which is why the survey boundary closely adheres the CSRP’s scope.

Survey Boundary Statistics

Colorado Smelter URA Survey Boundary	Totals
Number of Total Acres	2,642
Parcel Acreage	1,846
Number of Parcels	4,343



1.2 Zoning Districts

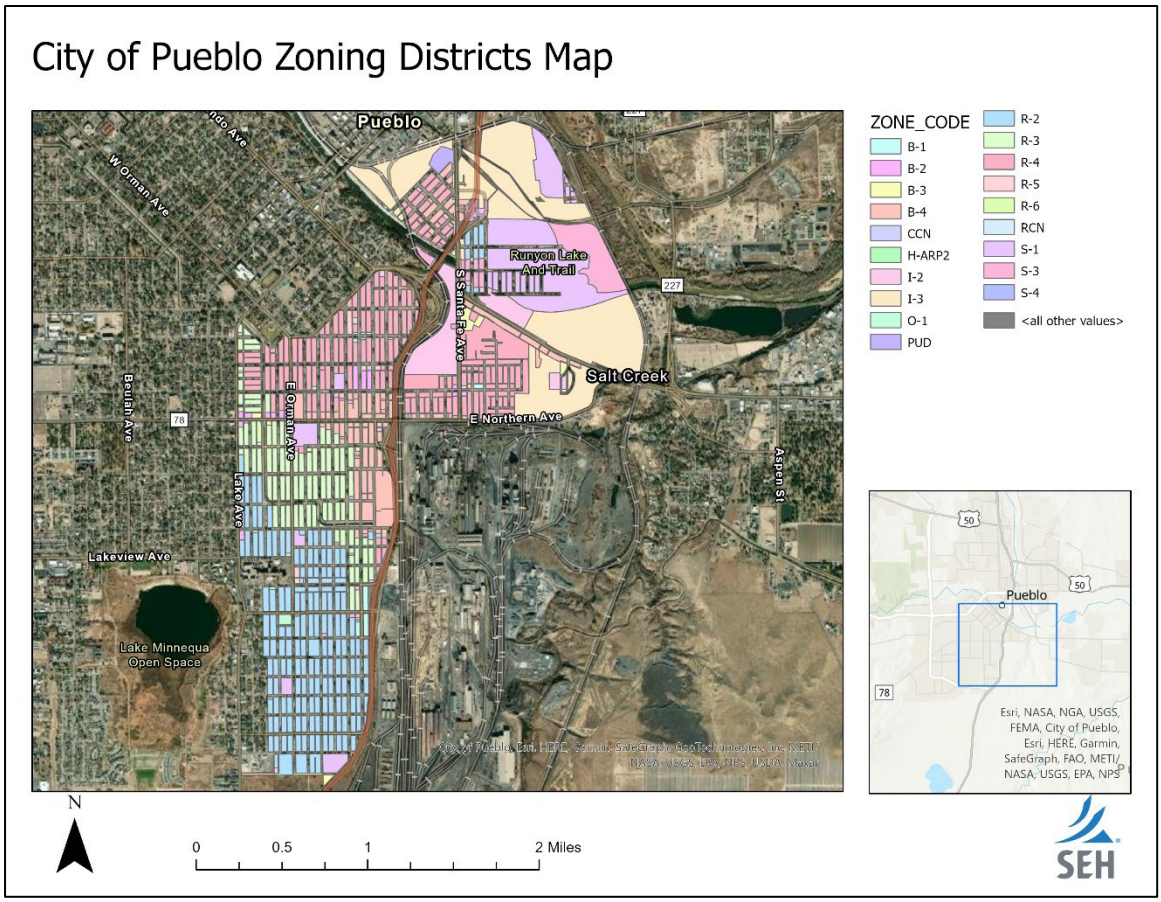
The Colorado Smelter Urban Renewal Plan survey boundary includes 18 City of Pueblo zoning districts. Each zoning district regulates the land uses on their respective parcels according to the City of Pueblo's Comprehensive Plan and municipal code. These zoning districts will regulate the redevelopment that will be permitted throughout the Colorado Smelter Urban Renewal project.

A summary of each zoning district's acreage, number of parcels, and assessed value has been included in the table below. The location of these zoning districts throughout the survey boundary is illustrated in the map below.

Zoning Districts Statistics

Zoning District Statistics			
Zoning District Code	**Number of Parcels**	**Estimated Acreage**	**Estimated Assessed Value**
R-4	1,506	333.8	$ 11,066,677
R-3	848	169.6	$ 6,223,611
B-4	382	130.9	$ 6,966,134
S-1	51	211.5	$ 15,420
R-2	1,277	336.7	$ 11,537,264
B-2	66	16.2	$ 1,083,108
I-2	35	77.1	$ 815,190
I-3	81	442.0	$ 1,299,280
B-3	14	12.7	$ 335,620
S-3	16	81.1	$ -
R-5	13	6.7	$ 234,630
B-1	38	9.7	$ 458,368
R-6	4	2.3	$ 76,350
S-4	2	0.7	$ 5,340
RCN	1	0.3	$ 21,090
O-1	3	3.5	$ 457,480
CCN	3	0.9	$ 89,670
PUD	2	9.3	$ 231,200

Source - Pueblo County GIS and Assessor



1.3 Current Assessment of Survey Area

The survey area includes 4,343 parcels. The total equalized assessed value of these parcels, according to the Pueblo County Assessor's database, is $40,916,432. Using the 2021 certified assessment the City of Pueblo and the total taxable value of the proposed URA area, the Colorado Smelter Urban Renewal Plan survey boundary represents 3.2% of the City's total taxable value.

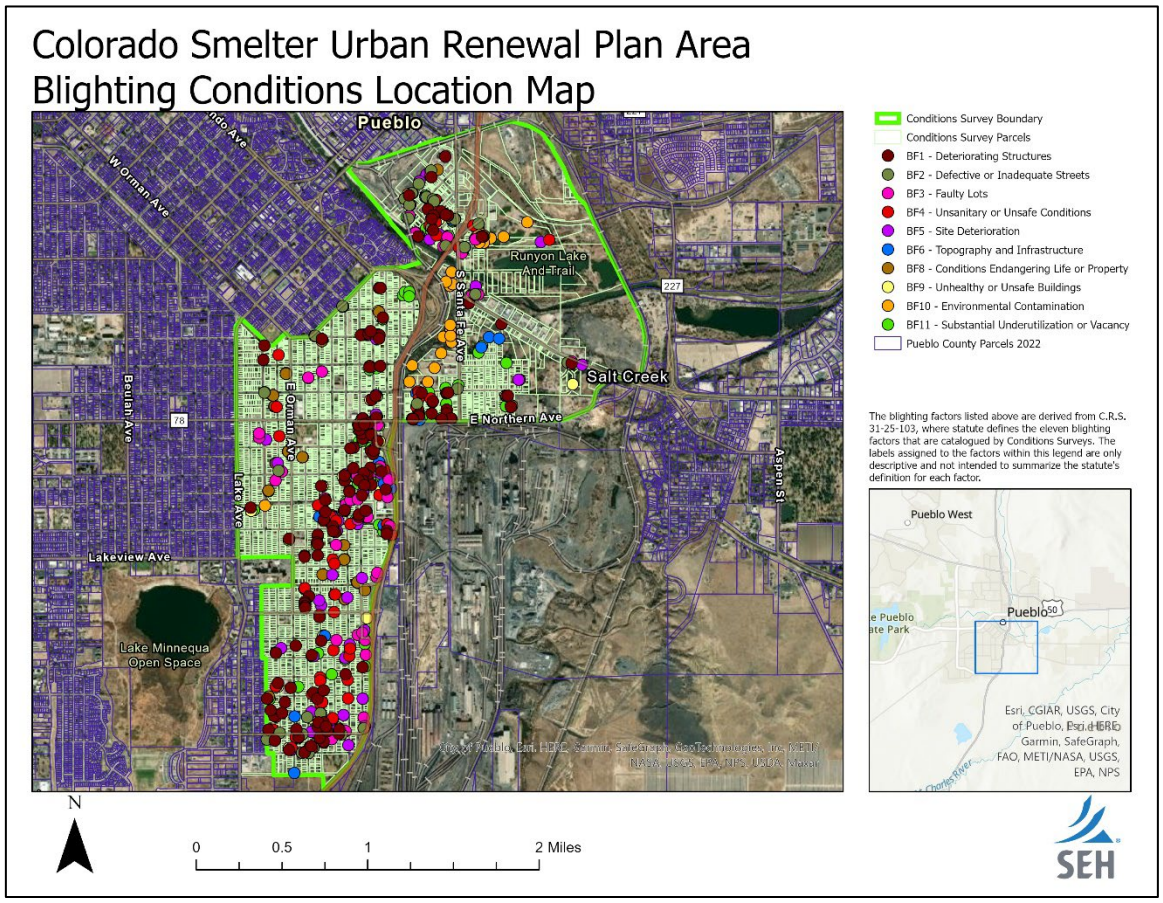
The survey boundary encompasses properties that are taxed according to four Pueblo County taxing districts, 60B, 60BV, 60BE, 60BM. All four districts levy the same millage rate of 97.705. The number of parcels, estimated acreage and assessed value according to each Taxing District within the survey boundary is recorded in the following table.

Taxing Districts Present

Tax District Statistics				
Tax District Code	**Mill Levy**	**Number of Parcels**	**Estimated Acreage**	**Estimated Assessed Value**
60B	97.705	4,037	1464.4	$38,393,964
60BV	97.705	96	145.6	$1,074,750
60BE	97.705	208	232.7	$1,447,718
60BM	97.705	1	3.7	$0

2 Methodology

This Conditions Survey utilized a holistic methodology in determining whether blighted area factors exists within the proposed Colorado Smelter Urban Renewal Plan survey boundary. This methodology included a detailed literature review of adopted plans and reports (such as the Colorado Smelter Revitalization Plan 2020), an analysis of County Assessor records and GIS databases, and a multi-day field visit. Field work was supplemented by GIS technology that recorded and documented potential blighting conditions in real time. Maps were created for each blighted area factor identified within the survey boundary, illustrating which parcels contain, or are in proximity to, statutorily defined blighting factors. These maps represent the layered information gathering approach used in this report to ensure that each blighted area factor was thoroughly analyzed.



It is important to note that conditions surveys evaluate an area in its entirety for the presence of blighted area factors and are not intended to declare individual properties or separate areas as blighted[2]. The maps included in this report illustrate the location and clustering of individual blight factors as a means of representing this survey's findings. In order for the surveyed area to be declared blighted, it must exhibit four or more blighted area factors[3]. It is the combination of factors within an area that makes it eligible for urban renewal activities.

[2] Unless that individual property is in fact the entirety of the URA Plan area.

[3] The exceptions include properties that are owned by a single property owner and eminent domain. A survey area with a singular owner may only require one blighting factor. In order to use eminent domain, five blighting factors must be found.

3 Evaluation of Blighting Factors

Defining "Blighting Factors"

Colorado Revised Statutes 31-25-103 states that for an Urban Renewal Plan area to be established, there must exist certain conditions known as "blighted area factors". State statute defines eleven of these factors. The law indicates that if four or more of these factors are found in an area of the municipality, that area may be declared blighted and qualify for urban renewal treatment.

Blighted Area Factors Defined:

a) Slum, deteriorated, or deteriorating structures
b) Predominance of defective or inadequate street layout
c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
d) Unsanitary or unsafe conditions
e) Deterioration of site or other improvements
f) Unusual topography or inadequate public improvements or utilities
g) Defective or unusual conditions of title rendering the title nonmarketable;
h) The existence of conditions that endanger life or property by fire or other causes
i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities
j) Environmental contamination of buildings or property
k) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

These eleven factors can also be thought as "conditions", and the presence of at least four of these conditions can satisfy the state statute defining an area blighted. In addition to this list, C.R.S. 31-25-103(2) lists a twelfth condition. This final condition only applies when there is unanimous agreement among affected property owners that their properties can be included in an Urban Renewal Area. In this rare occurrence, only one blighted area factor from the list of eleven needs to be identified to declare the area blighted.

State statute allows for some flexibility in defining the conditions each factor represents. For the purpose of this conditions survey, each blighting factor will be unpacked to describe various real world "conditions" that would indicate the presence of said factor. The presence of a condition within the survey boundary alone is not enough to make that area eligible for urban renewal activities. Rather, it is the culmination of four or more blighted area factors which indicate that renewal activities should be applied within the proposed project area.

Identifying blighting conditions throughout this proposed project area required an objective analysis. The following sections outline the blighted area factors that this analysis found to be present within the survey boundary. Blighted area factors that were not identified were excluded from this report.

3.1 Factor One – Slum, Deteriorated or Deteriorating Structures

Description:

This factor refers to the current condition of structures in the survey area as a whole. When the physical condition of structures in an area foment negative perceptions and a corresponding decline in values, it typically signals the existence of this factor. Conditions that are evidence of this factor in an area may include:

- A deterioration of the building elements, such as cladding, fenestration, roofing, overhangs, fascia and soffit, or the foundation of a structure
- A deterioration of outside elements such as fencing, gates, fire escapes, outdoor lighting, loading areas, gutters and downspouts
- Vacant lots or high vacancy rates in the offices/businesses/apartments are evidence this factor exists in an area
- Decline in property value over time

Findings:

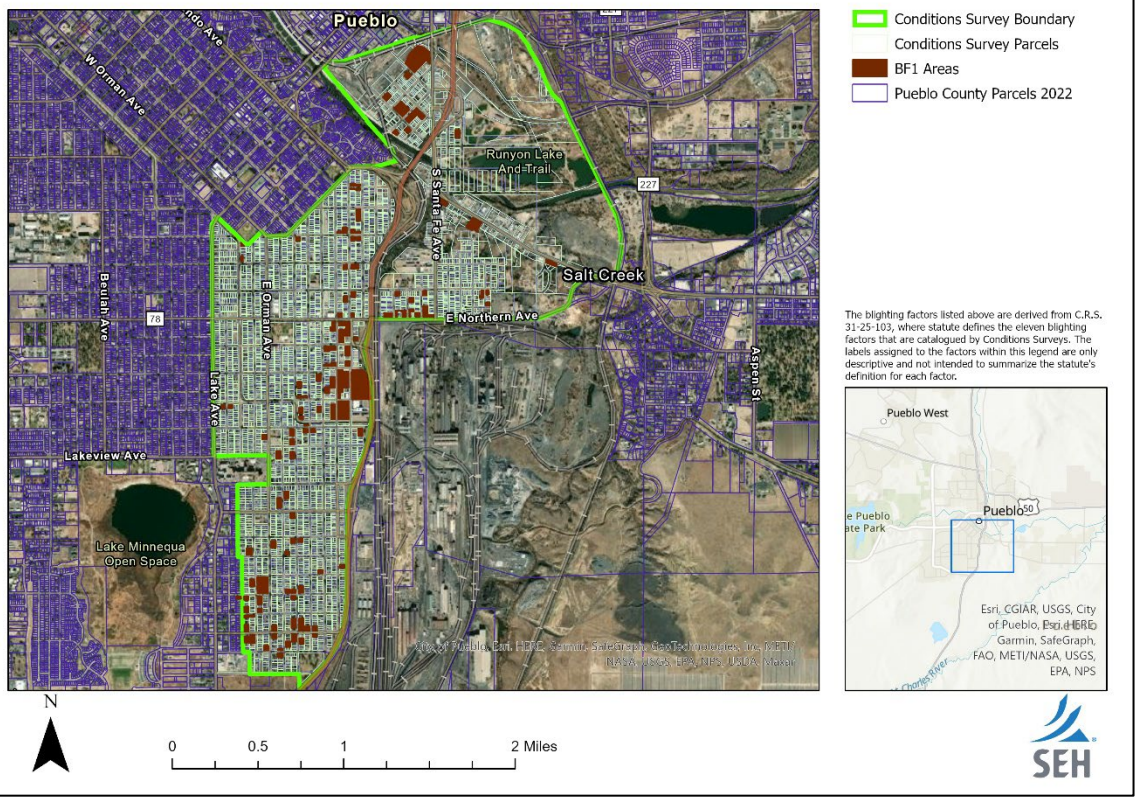
The conditions that underscore this factor were prevalent throughout the surveyed area. The conditions survey identified significant structural deterioration throughout the survey boundary's residential neighborhoods and commercial corridors. Vacancy, in the form of vacant lots and vacant storefronts, was frequently catalogued throughout the survey area also. Structural deterioration and vacancy contribute to declines in property value, especially where these conditions are proximal to neighboring properties.

Clusters of these conditions were observed throughout the survey boundary. These clusters were found along commercial corridors, such as East and West Northern Avenue, East Evans Ave and East Abriendo Avenue, and along Santa Fe drive. Observations included vacant commercial lots, such as the large parking lots surrounding the Steelworks Museum, as well as vacant storefronts and businesses. The later observation was especially pronounced along the segment of Northern Avenue from East Evans Ave to East Abriendo Ave. Commercial buildings surveyed in this area exhibited broken or boarded up windows, deteriorating roofing, fencing, and other façade elements. There was multiple "for rent" signs in commercial windows, in addition to overtly abandoned properties throughout the survey boundary. Santa Fe drive exhibited numerous abandoned properties.

The structural deterioration and vacancy observed in commercial corridors was also found within the survey boundary's residential neighborhoods. These residential observations were less clustered, but by no means less frequent. Residential properties in the Bessemer, Grove and Eilers Heights/Bojon Town neighborhoods were found to exhibit significant deterioration of their building elements. Residential properties south of Bessemer, especially between Indiana and Illinois Avenue, were frequently found to be abandoned, or even condemned.

It should be noted that many residential properties throughout the survey area appeared well maintained and free from the conditions identified by this report. However, the frequency that these conditions were found scattered throughout the survey boundary contributed to overall "negative perceptions", which leads to under investment and a subsequent decline in property value. Structural deterioration in a neighborhood or commercial center also impedes two of the CSRP's goals: "thriving neighborhoods" and "vibrant commercial".

Blighting Factor 1 - Deteriorating Structures



3.2 Factor Two – Predominance of Defective or Inadequate Street Layout

Description:

This factor refers to street conditions that negatively impact sound development, redevelopment, or threaten safety. Conditions that are evidence of this factor in an area may include:

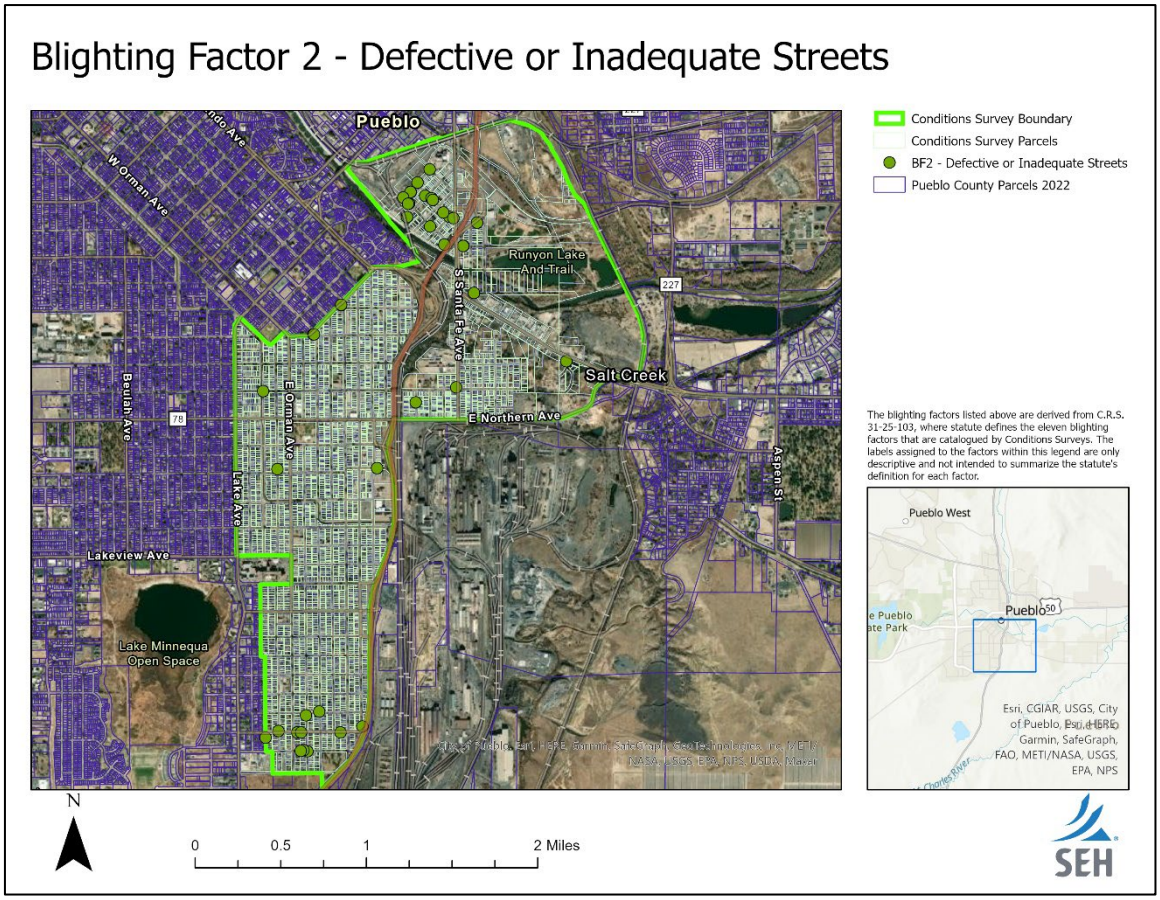
- Inadequate street widths, lack of streets, dead ends or overall faulty layouts that impede vehicular access and internal circulation
- Streets that exhibit high degrees of traffic or accidents
- Streets that are in need of repair or reconstruction
- Poor emergency access or active transportation

Findings:

In analyzing the presence of this factor within the survey boundary, the conditions survey first evaluated surface transportation infrastructure conditions. These conditions included alligator cracking of the street surface, frost heaves in the roadway, deteriorating parking lots, and missing or inadequate sidewalks. These observations were ubiquitous throughout the survey boundary. Parking lots had fallen into disrepair around the Steelworks Museum and commercial corridors adjacent to Northern Avenue. Sidewalks were haphazard and often missing, especially throughout the Bessemer neighborhood and the neighborhoods to its south. In general, pavement conditions were poor throughout the surveyed area.

This blighted area factor also exhibits conditions that are not as easily observable as poor pavement conditions. Examples include poor emergency access, inadequate street layouts, and the necessity for surface infrastructure improvements. Each of these examples were identified within the survey boundary. Interstate-25 cuts throughout the historic neighborhoods of Bessemer, Grove and Eilers Heights/Bojon Town, leaving many of their original streets as dead ends. This is an inadequate street layout, one that could be improved with alleyways or active transportation infrastructure that improve neighborhood connectivity. If alleyways did exist, they were frequently deteriorated and in need of repair or reconstruction. These repairs would in turn improve emergency access throughout the survey area. There were also unfinished streets within the survey boundary, such as Streator Avenue at the very southern limit of the proposed URA boundary.

Incomplete active transportation networks and dangerous traffic conditions we're the predominant observation found throughout the survey area. Sidewalk infrastructure was incomplete, existing around some city blocks only to disappear completely around others. Bike lanes were infrequent in the survey area, with the only notable bike lane designation existing around the St. Mary Corwin Hospital on East Orman Avenue. This report also evaluated traffic conditions with crash data and background research to supplement its on site observations. The CSRP and its recorded City Council Meetings spoke at length about the dangerous traffic conditions that exist along Santa Fe Avenue, Santa Fe Drive, and Northern Avenue, and the need for improved connectivity between residential areas. These arterials often lacked pedestrian infrastructure, such as designated pedestrian crossings, protected bike lanes, or even pedestrian refuges. This lack of active transportation infrastructure supported this blighting factor's inclusion in the report.


Blighting Factor 2 - Defective or Inadequate Streets
Pueblo
W Orman Ave
Runyon Lake And Trail
S Santa Fe Ave
227
Salt Creek
E Northern Ave
Beulah Ave
78
E Orman Ave
Lake Ave
Aspen St
Lakeview Ave
Lake Minnequa Open Space
Conditions Survey Boundary
Conditions Survey Parcels
BF2 - Defective or Inadequate Streets
Pueblo County Parcels 2022
The blighting factors listed above are derived from C.R.S. 31-25-103, where statute defines the eleven blighting factors that are catalogued by Conditions Surveys. The labels assigned to the factors within this legend are only descriptive and not intended to summarize the statute's definition for each factor.
Pueblo West
Pueblo
50
Esri, CGIAR, USGS, City of Pueblo, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS
N
0
0.5
1
2 Miles
SEH

SIDEWALK
CLOSED

3.3 Factor Three – Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Description:

This factor refers to shapes, layout and sizes of lots that complicate sound development and the usefulness of the property. This factor shares similarities with Blighting Factor One (1). Conditions that would justify the inclusion of this factor in an area may include:

- Narrow or odd shaped lots
- Impractical lot layouts
- Lot configurations that yield unproductive conditions on the land as exhibited by misuse or nonuse

Findings:

The Conditions Survey identified parcels throughout the survey area that exhibit conditions that constitute a faulty lot layout. In some cases, an impractical lot layout is one that is non-conforming to the existing zoning code. The City of Pueblo's zoning code lists minimum lot areas that range from 3,000SF to 20,000SF depending upon the zoning designation. Using GIS data, the conditions survey identified 198 lots with a land area less than 1/10th an acre, making many of these lots nonconforming. This is an example of an impractical lot layout, and evidence of this blighted area factor. This observation was also identified in the CSRP, when it acknowledged that the existence of these impractical lot layouts could impede its goal of creating "thriving neighborhoods".[4]

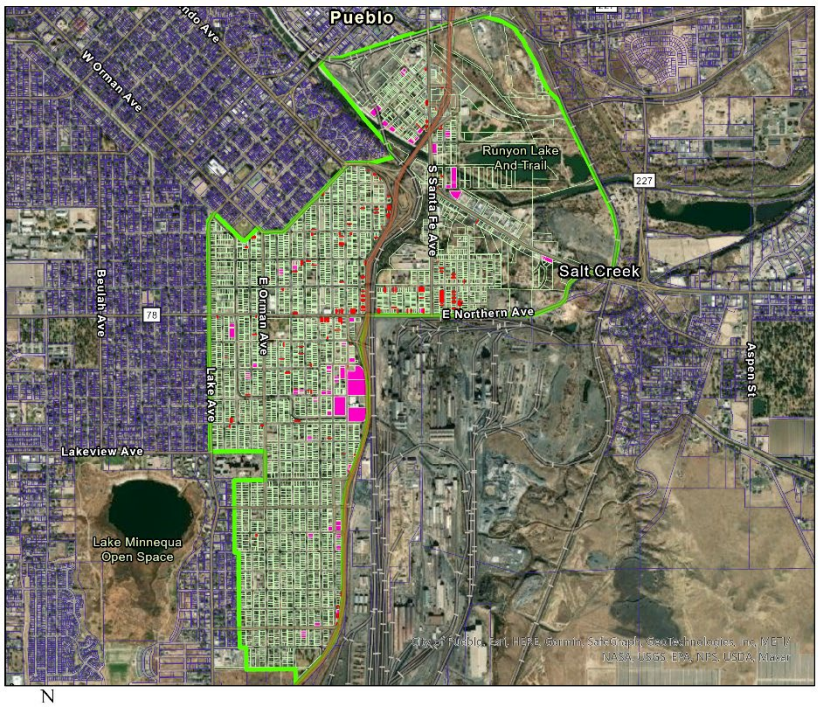
Vacant or underutilized lots provided additional evidence of this factor. Impractical lot layouts lead to the misuse or nonuse of the parcels, which is exhibited by their vacancy, low floor-area ratios, or relatively low assessed values. Vacant parcels, both large and small, were identified throughout the survey boundary. Many of these parcels were irregularly shaped, such as the lots lining the Bessemer Canal or those adjacent to the interstate or major arterials. The narrow and irregular shape of these lots may be a contributing factor to their vacancy and high land values relative to building improvement values. The nonuse observed on these lots is evidence of this blighting factor within the survey area.

In addition to narrow or odd shaped lots, there were also lots that this report deemed impractical due to their large size. There lots were clustered around the Steelworks Museum. The size of these lots, along with their vacancy and deterioration, indicates the presence of conditions outlined under this blighted area factor.

The large number of non-conforming lots, odd shaped lots, vacant and underutilized lots throughout the survey boundary indicates that this blighted area factor is present.

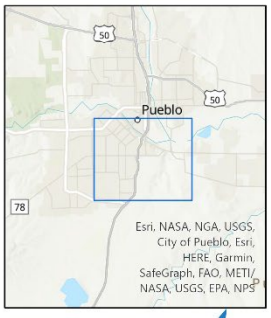
[4] *Colorado Smelter Revitalization Plan (CSRP) 2020, page 7.*

Blighting Factor 3 - Faulty Lots



Conditions Survey Boundary
Conditions Survey Parcels
BF 3 Areas
Small Lots (>4300SF)
Pueblo County Parcels 2022

The blighting factors listed above are derived from C.R.S. 31-25-103, where statute defines the eleven blighting factors that are catalogued by Conditions Surveys. The labels assigned to the factors within this legend are only descriptive and not intended to summarize the statute's definition for each factor.



SEH

3.4 Factor Four – Unsanitary or Unsafe Conditions

Description:

This factor refers to a multitude of unsafe or hazardous conditions. The commonality is that these conditions contribute to hazards that could have an adverse effect on the health, safety or wellbeing of the public. This factor shares similarities to conditions one (1), five (5), eight (8), nine (9) and ten (10). Conditions that would justify the inclusion of this factor in an area may include:

- Floodplain or flood prone areas
- Poor storm water drainage areas
- Cracked or uneven sidewalks
- Hazardous materials
- Dangerous traffic or pedestrian conditions
- High crime statistics
- Facilities prone to fire dangers
- Environmental contamination
- Inadequate utility systems
- Water scarcity and lack of water and sewer infrastructure
- Evidence of vandalism or homelessness
- Steep topography
- Trash, debris and noxious weeds

Findings:

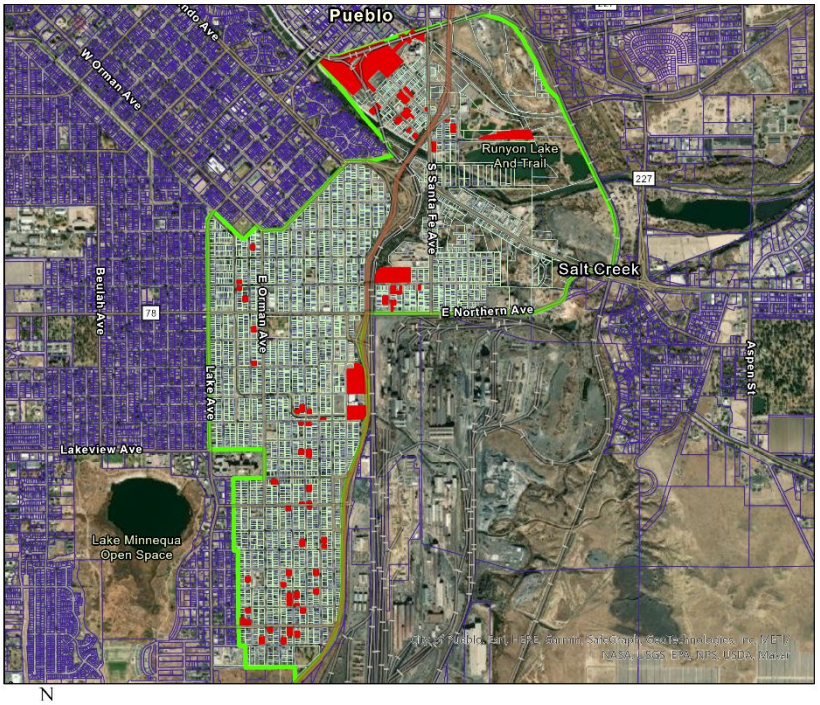
The range of conditions listed made it possible to find multiple examples of this blighted area factor within the survey boundary. The most significant example identified involved dangerous traffic or pedestrian conditions. Prior to conducting field work, this conditions survey researched traffic and pedestrian conditions throughout the survey boundary. This research included reviewing past city council meetings as well as analyzing CDOT's Online Transportation Information System (OTIS). In one of the City Council meetings discussing the Colorado Smelter Revitalization Plan (CSRP), the participants cited Santa Fe Avenue as a dangerous traffic corridor. The reasons centered on frequent speeding and even racing down this arterial. The field work supported these statements. Santa Fe Avenue and Santa Fe Drive were found to be dangerous arterials for pedestrian crossings and overall traffic circulation.

The high daily volume of traffic contributes to these dangerous intersections and pedestrian conditions. According to CDOT's OTIS database, Annual Average Daily Traffic (AADT) counts on Santa Fe Avenue where it crosses the Union Pacific/BSNF railroads are 12,000. This number increases sharply as one drives south toward I-25, peaking at 17,000 AADT just south of the I-25 on-ramp. These large AADT counts are located within the Grove neighborhood and at the entrance ways to both the Bessemer and Eilers Heights/Bojon Town neighborhoods. The comments made by city council and the public, coupled with these high traffic counts, support including this intersection as part of the unsafe conditions within the survey boundary.

Additional conditions identified throughout the survey boundary included flood hazard areas in the Grove and Bessemer neighborhoods, cracked and broken sidewalks throughout the residential areas, steep topography around portions of Eilers Heights and Bessemer, and evidence of homelessness and vandalism along Northern Avenue.

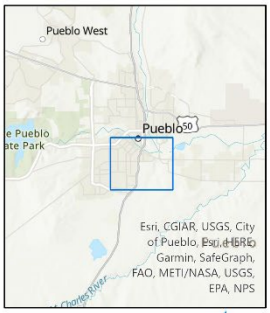
Environmental contamination was also considered part of this blighted area factor. Although factor 10 delves into greater detail about environmental conditions and hazardous materials in the survey area, the fact that a significant portion of the proposed urban renewal plan area is an existing EPA Superfund sites supports the inclusion of this factor.

Blighting Factor 4 - Unsafe or Unsanitary Conditions



Conditions Survey Boundary
Conditions Survey Parcels
BF4 Areas
Pueblo County Parcels 2022

The blighting factors listed above are derived from C.R.S. 31-25-103, where statute defines the eleven blighting factors that are catalogued by Conditions Surveys. The labels assigned to the factors within this legend are only descriptive and not intended to summarize the statute's definition for each factor.



SEH

3.5 Factor Five – Deterioration of Site or Other Improvements

Description:

This factor is similar to factor two (2) and four (4), in that its focus is on the deterioration of structures and infrastructure. The decline of public infrastructure is an example of this factor. Private land and/or structures that have fallen into disrepair or are damaged also exhibit this factor. Conditions that would justify the inclusion of this factor in an area may include:

- Poor condition of streets or sidewalks
- Signage, such as billboards, that has fallen into disrepair
- Neglected landscaping
- Damaged or missing public utilities
- Abundance of trash, debris or noxious weeds

Findings:

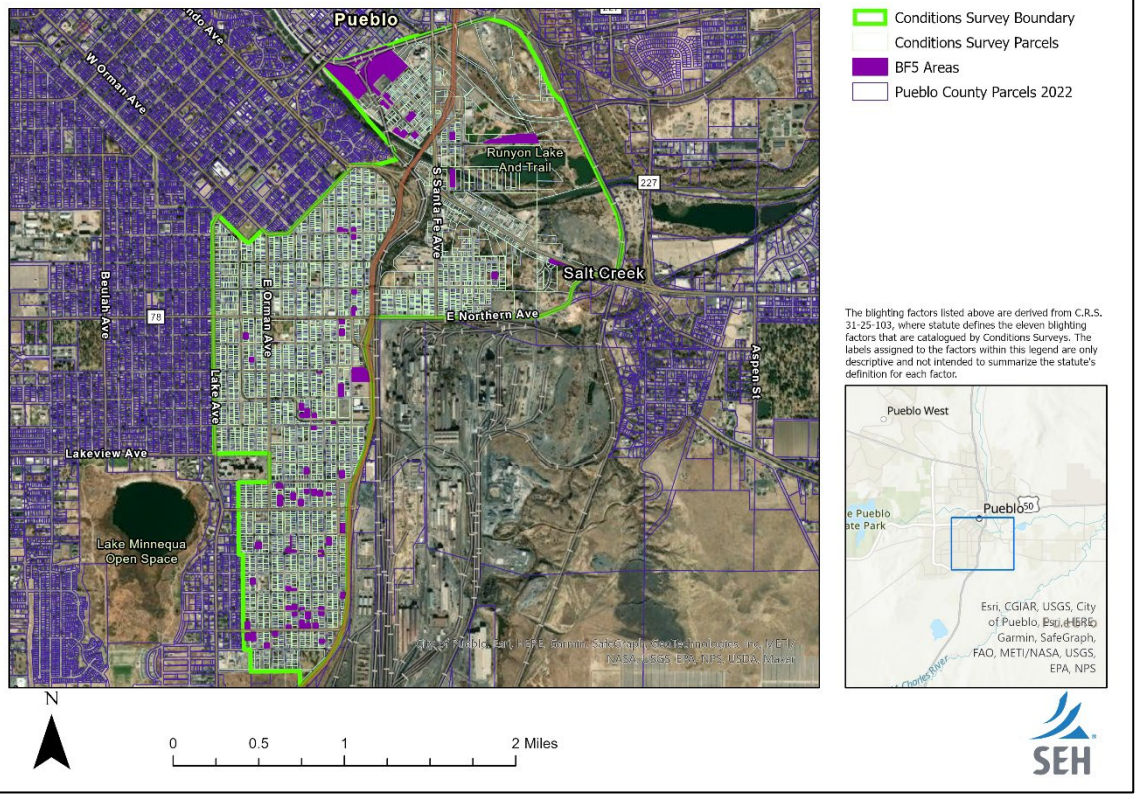
The conditions survey identified concentrated incidences of this factor throughout the survey boundary. There is an abundance of neglected landscaping around Runyon Lake, throughout the Grove, Bessemer and Eilers Heights/Bojon Town, and throughout the southernmost, residential portions of the survey boundary. The Bessemer canal was also identified by the field work as an area exhibiting this condition. Trash and debris were found within the canal throughout its course through the survey boundary. This neglect to maintain the canal represents a decline in public infrastructure, and a missed opportunity to beautify a critical piece of infrastructure throughout the survey boundary. Similar neglected opportunities were found along the Arkansas River, where trails and landscaping were absent.

Signage was frequently found in disrepair, or altogether missing, along surveyed commercial corridors. These incidences foment negative perceptions that indicate this blighted area factor presence. Large billboards lining I-25 were vacant or visibly damaged. The commercial corridors along Santa Fe Avenue and Drive, Northern Avenue, and East Evans and East Abriendo exhibited numerous businesses with damaged or missing signage. The deterioration of signage contributes to overall perceptions that these areas have fallen into disrepair. It also impedes the CSRP's goal to create "Vibrant Commercial" centers along the Northern Avenue and the Santa Fe corridors[5].

As described in factor 2, surface transportation infrastructure's poor condition in the survey boundary validated its inclusion in this condition survey. Sidewalks and road surfaces in need of repair or reconstruction were ubiquitous throughout the survey boundary. Trash and debris, especially within properties identified as vacant, condemned, or deteriorating, was also identified and cataloged by this report.

[5] Colorado Smelter Revitalization Plan (CSRP) 2020, page 9.

Blighting Factor 5 - Site Deterioration



3.6 Factor Six – Unusual Topography or Inadequate Public Improvements or Utilities

Description:

This factor refers to unusual topography or lack of public infrastructure that have the effect of arresting sound development in a study area. Areas that exhibit steep grades which cause development to be incompatible or unprofitable would fall under this factor. Properties that are lacking public infrastructure, or are served by deteriorating public infrastructure, would also fall under this factor. This factor shares aspects of factors two (2), four (4) and five (5). Conditions that justify the inclusion of this factor in an area may include:

- Steep slopes or unusual terrain
- Overhead utilities in need of repair
- Deteriorating parking lots, street surfaces, sidewalks
- Poor storm water drainage facilities
- Lack of central sewer or water
- Broken or inadequate street lighting

Findings:

The conditions survey analysis found multiple examples of this blighting factor throughout the survey boundary. The most pronounced condition identified were deteriorating parking lots. The surveyed properties included the large parking lots lining East Abriendo Ave and surrounding the Steelworks Museum. These parking lots often exhibited deteriorated pavement, missing striping, and had broken curbs and rebar sticking out of the parking surfaces. The aged nature of these parking features was pronounced and easily observable.

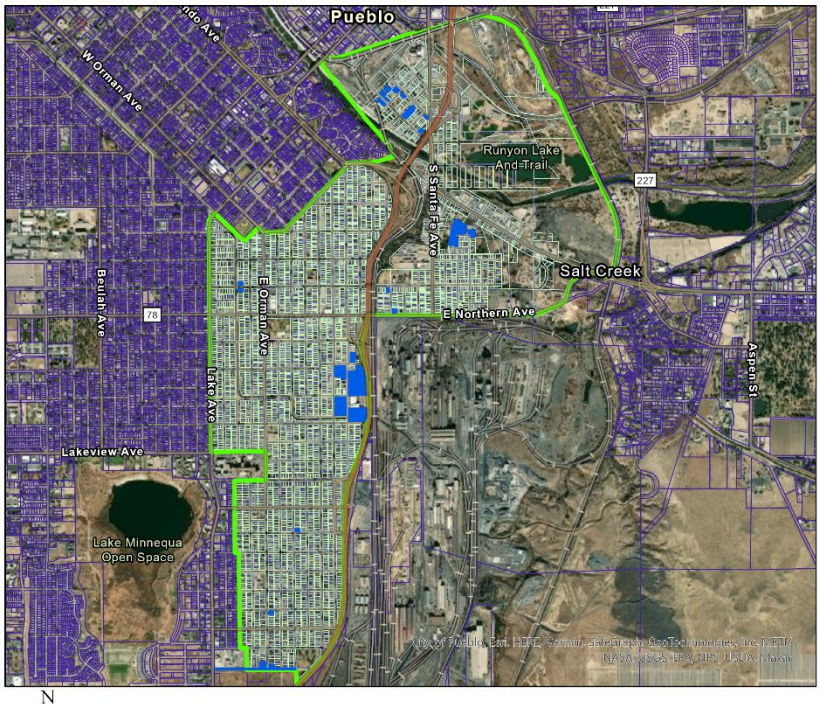
Field observations noted that most parking aprons, especially those belonging to commercial properties on Northern Avenue, were in poor condition. These aprons exhibited potholes, alligator cracking, and poor storm water drainage. Many of these properties had standing water collecting in their ingress/egress.

In addition to parking lots and aprons, street surfaces and sidewalks were frequently found to be damaged or deteriorating throughout the survey boundary. As mentioned in factor 2 and factor 4, sidewalks were damaged or missing throughout the Grove, Eilers Heights/Bojon Town, and Bessemer neighborhoods. Streets, especially alleyways, were in need of repair and reconstruction. Notable alleyways exhibiting this condition were found in the Grove and Bessemer neighborhoods, especially near the Runyon Sports complex.

Steep topography was also observed in parts of Eilers Heights/Bojon Town and the Bessemer neighborhoods. The residential parcels in the northeast end of Bessemer and also along Hill Place and Topeka Avenue exhibited steep grades that made development challenging or impossible in those areas. Vacant parcels were identified where these steep grades began.

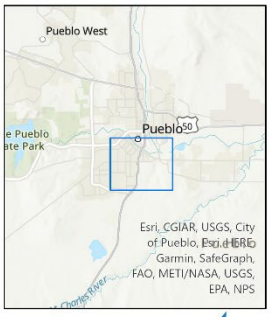
The combination of deteriorating road surfaces, parking lots, and sidewalks along with steep topography and underutilized lots, supports the inclusion of this factor within the conditions survey.

Blighting Factor 6 - Topography and Infrastructure



Conditions Survey Boundary
Conditions Survey Parcels
BF6 Areas
Pueblo County Parcels 2022

The blighting factors listed above are derived from C.R.S. 31-25-103, where statute defines the eleven blighting factors that are catalogued by Conditions Surveys. The labels assigned to the factors within this legend are only descriptive and not intended to summarize the statute's definition for each factor.



SEH

3.7 Factor Eight – The Existence of Conditions that Endanger Life or Property by Fire or other Causes

Description:

This factor refers to conditions that can endanger lives or property, including buildings that are structurally unsafe, but it also focuses on natural hazards. This factor shares similarities with factors two (2), four (4) five (5) and eleven (11). Conditions that are evidence of this factor in an area may include:

- Buildings or property not in compliance with current fire codes
- Buildings or property not in compliance with building codes
- Areas that are in a floodplain or flood prone area
- Areas near burn scares, in debris fans or prone to dangerous mud flow
- Areas that exhibit a high crime rate
- Areas with buildings or land that violates environmental regulations (this can range from findings of asbestos or brownfield sites.)

Findings:

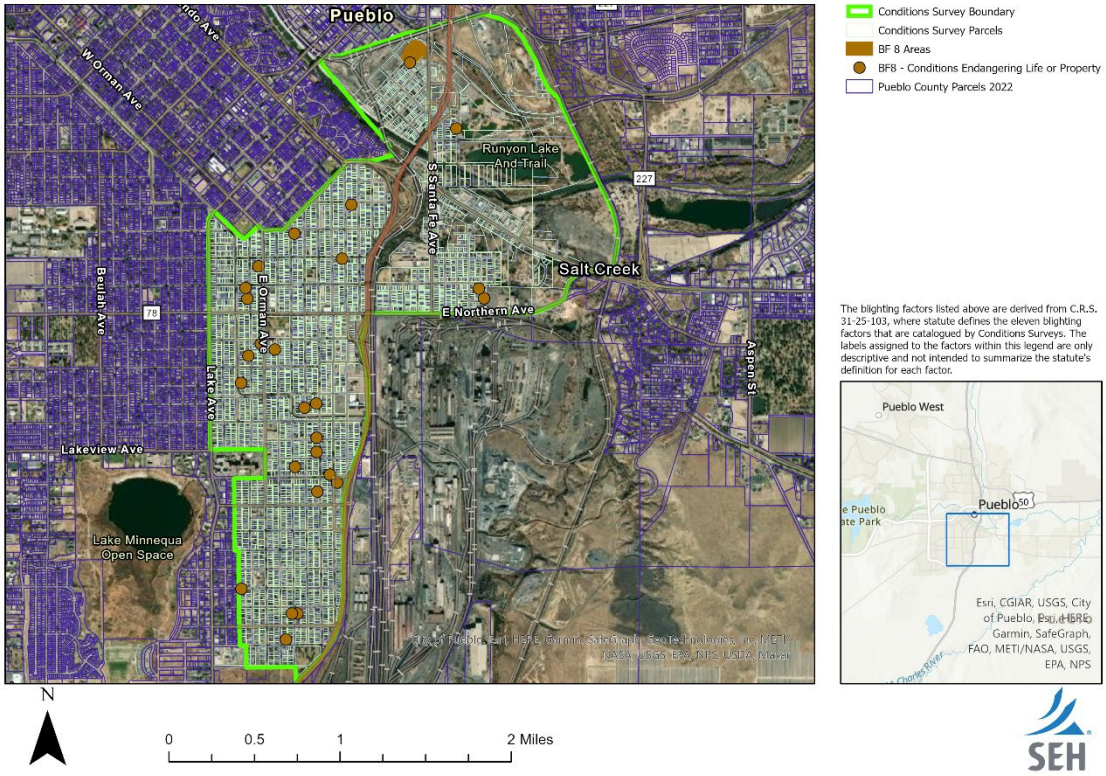
In order to identify conditions that endanger life or property, this analysis focused on properties located within the current EPA Superfund site (Operable Units 1 and 2), as well as structural deterioration that could jeopardize a building's integrity. Although there are large areas of the survey boundary within the FEMA designated 500-year floodplain, there are no residential or commercial property within the 100-year floodplain or regulatory floodway.

In 2014 the EPA designated the City's former smelter site and slag pile, as well as the neighborhoods surrounding it, as a Superfund site. This designation also led to the Colorado Smelter Revitalization Plan (CSRP). The former steel mill operations leached arsenic and lead into the soils throughout this area, causing the impacted area to become a brownfield. The EPA established two "Operable Units" for the remediation efforts, and these OUs encompass much of the survey boundary. The full extent of this environmental contamination is illustrated in Blighted Area Factor 10's map.

The field visit identified numerous structures throughout the survey boundary that exhibited severe deterioration, so much so that these buildings were considered structurally unsafe. A building with severe dilapidation was considered by this survey to be both a fire hazard and non-compliant with the City's building code.

The environmental contamination and severe dilapidation of structures throughout the survey boundary justified the inclusion of this factor in this conditions survey.

Blighting Factor 8 - Conditions Endangering Life and Property



3.8 Factor Nine – Buildings that are that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities

Description:

This factor refers to conditions that makes buildings unsafe and unfit for employees to work in or residents to live in. It shares similarities with the conditions presented in factors one (1), four (4), five (5) and eight (8). Conditions that would justify the inclusion of this factor in an area may include:

- Buildings that are dilapidated or deteriorating
- Poor physical design
- Inadequate facilities
- Building code violations (age of the building may justify this condition)

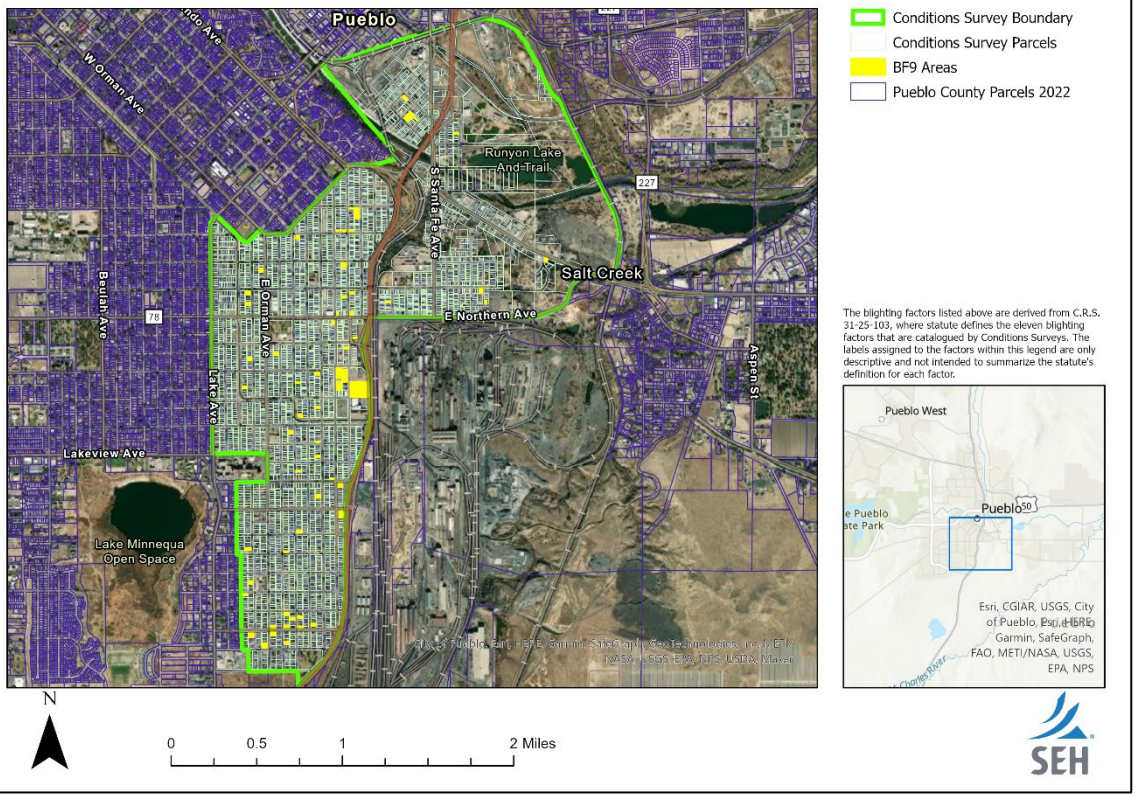
Findings:

This analysis focused on structures that were physically dilapidated as evidence of this blighting factor. Specific building code violations were not reviewed by this report, however, there were instances during the field visit where residential structures were found to be condemned by the city on account of building code violations. These observations were similar to the conditions identified in Factor 8.

There was no obvious pattern or clustering of this factor, however, the frequency by which these conditions were identified during field work justified this factor's inclusion in the report. Buildings were found frequently throughout the survey area that exhibited these conditions. Residential properties in all three neighborhoods, Bessemer, Grove and Eilers Heights/Bojon Town were identified with severe dilapidation or deterioration. These properties, albeit a small percentage of the entire residential neighborhood, were frequent enough to foment negative perceptions throughout the neighborhood and survey boundary. The prevalence of random structural dilapidation supported this factor's inclusion into the conditions survey.

Commercial properties were also found to exhibit these conditions along Northern Avenue, East Abriendo Ave, East Evans Ave and also Santa Fe Ave and Santa Fe Drive. The dilapidation and deterioration observed ranged from broken or boarded up windows, to foundations cracking, to roofs missing shingles and tiles, to abandoned and vacant storefronts. There were also examples of vacant or abandoned commercial properties within the residential neighborhoods. These islands of commercial structures were severely dilapidated in nearly every case. These properties, in particular, fomented negative perceptions of the surrounding residential neighborhoods.

Blighting Factor 9 - Unhealthy or Unsafe Buildings



3.9 Factor Ten - Environmental Contamination of Buildings or Property

Description:

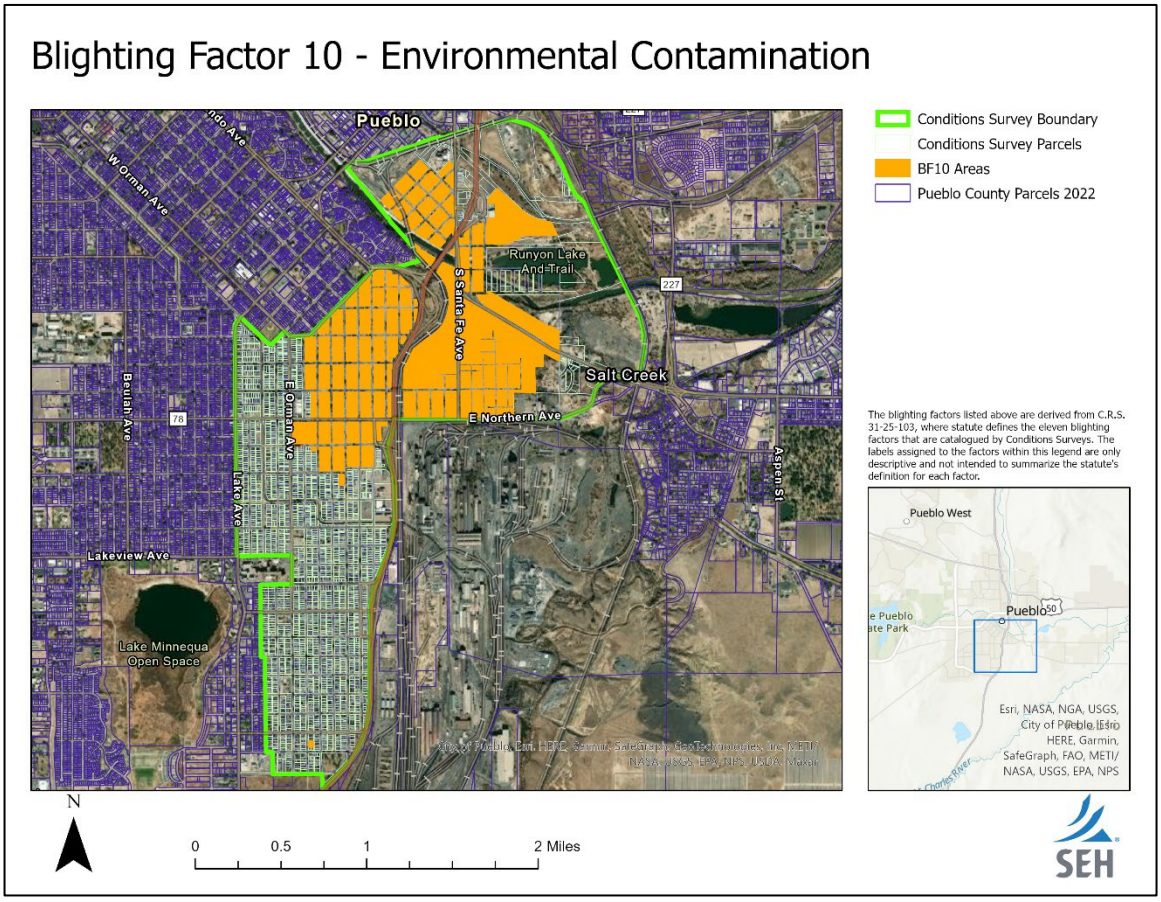
This factor refers specifically to the environmental contamination of buildings or property. In this regard, it shares many similarities with factors four (4) and eight (8). Conditions that would justify the inclusion of this factor in an area may include:

- The presence of hazardous materials in buildings or property

Findings:

In 2014, the EPA designated the "Colorado Smelter Superfund Site". This site includes the former steel smelter and slag pile, as well as a significant portion of the surrounding neighborhoods. The former smelter's operations left high levels of arsenic and lead in the soils at the site and in the surrounding properties. The soil contamination at the site of the former smelter and slag pile are designated as Operable Unit 2 (OU 2) by the EPA and the contaminated soils surrounding this site are designated as Operable Unit 1 (OU 1).

The following map depicts the full extent of both OUs throughout the survey area. This extent encompasses a majority of the Grove, Eilers Heights/Bojon Town and Bessemer neighborhoods. The property highlighted orange in the map is property that requires environmental remediation. This requirement adds an additional barrier to future investment and redevelopment, causing it to be defined as a Blighted Area Factor by Colorado's urban renewal law.



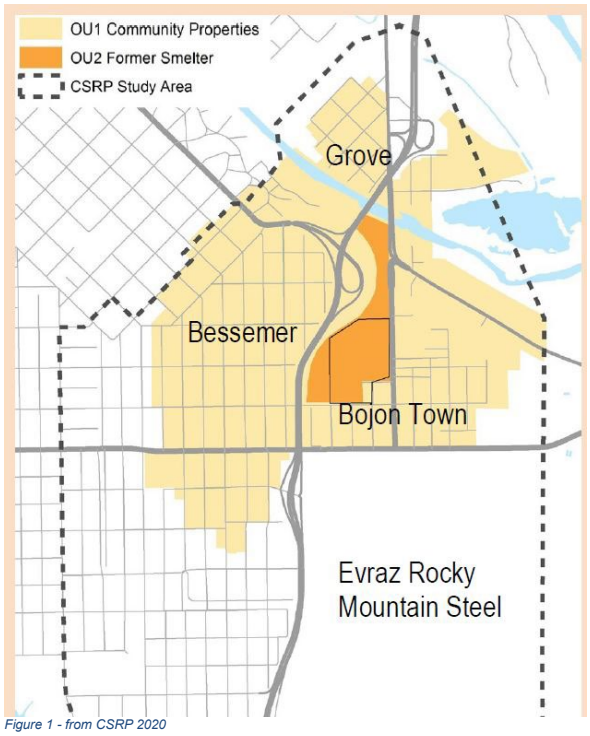


Figure 1 - from CSRP 2020

3.10 Factor Eleven – The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Description:

This factor references a broad category of health, safety and welfare factors. The common conditions for this factor to be present are instances where high levels of municipal service are required, substantial physical underutilization of property is exhibited, or high levels of vacancy are common. Vacancy can include land, buildings, or tenancy. This factor shares similarities with many of the factors on this list. Conditions that would justify the inclusion of this factor in an area include:

- Numerous vacant buildings or property throughout the area
- Evidence of underutilized buildings

Findings:

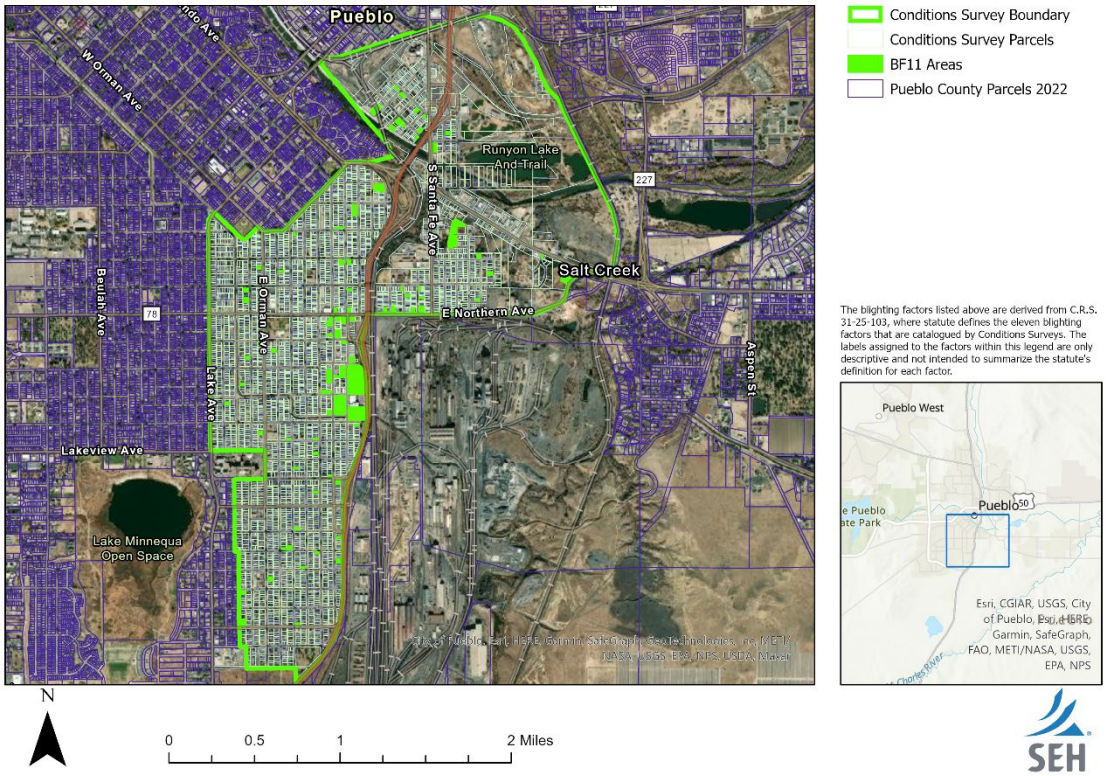
This report's real estate analysis identified multiple examples of this factor within the survey area. Approximately 11% of the parcels within the survey boundary have no building improvement value, according to the Pueblo County Assessor's database. This is a high-level of undeveloped property given the survey boundary's proximity to downtown Pueblo. Notable vacancies and undeveloped properties were those surrounding the Steelworks Museum off of East Abriendo Avenue. These former parking lots, which served workers of the steel factory during its heyday, are now largely unused and underutilized.

The field work also identified numerous commercial properties with tenant vacancies and for rent signs in their windows. This observation was especially pronounced along Northern Avenue, East Evans Avenue, and East Abriendo Avenue. These high levels of vacancy contribute to the conditions outlined under this blighted area factor.

While many of the vacancies were found in commercial zones, there was a significant number of residential properties that appeared vacant as well. These vacancies were often confirmed by posted notices of condemnation on the doors of these properties.

The field work and real estate analysis found significant examples of underutilization of property throughout the survey area, especially along busy commercial corridors. The vacancy rates throughout the area, and observed underutilization, justify the inclusion of this blighting factor.

Blighting Factor 11 - Underutilization and Vacancy



4 Conclusion

This conditions survey catalogs the presence of statutorily defined blighting factors within the proposed Colorado Smelter Urban Renewal Plan area. This report was designed to assist the Pueblo Urban Renewal Authority (PURA) in determining whether this area is 1) eligible for urban renewal projects and activities, and 2) that the proposed boundary is drawn as narrowly as possible.

This Conditions Survey identified ten blighted area factors as defined by Colorado's Urban Renewal Law, within the survey boundaries of the proposed area. The presence of ten blighted area factors meets the requirements outlined in C.R.S. 31-25-103(2), in which at least four blighted area factors must be present for that area to be declared "blighted" and therefore eligible to be designated as an Urban Renewal Plan area.

The proposed boundary also meets the statutory recommendation of "being drawn as narrowly as possible". The ten blighting factors were not clustered in one vicinity, but rather, were spread across the entirety of the survey boundary.

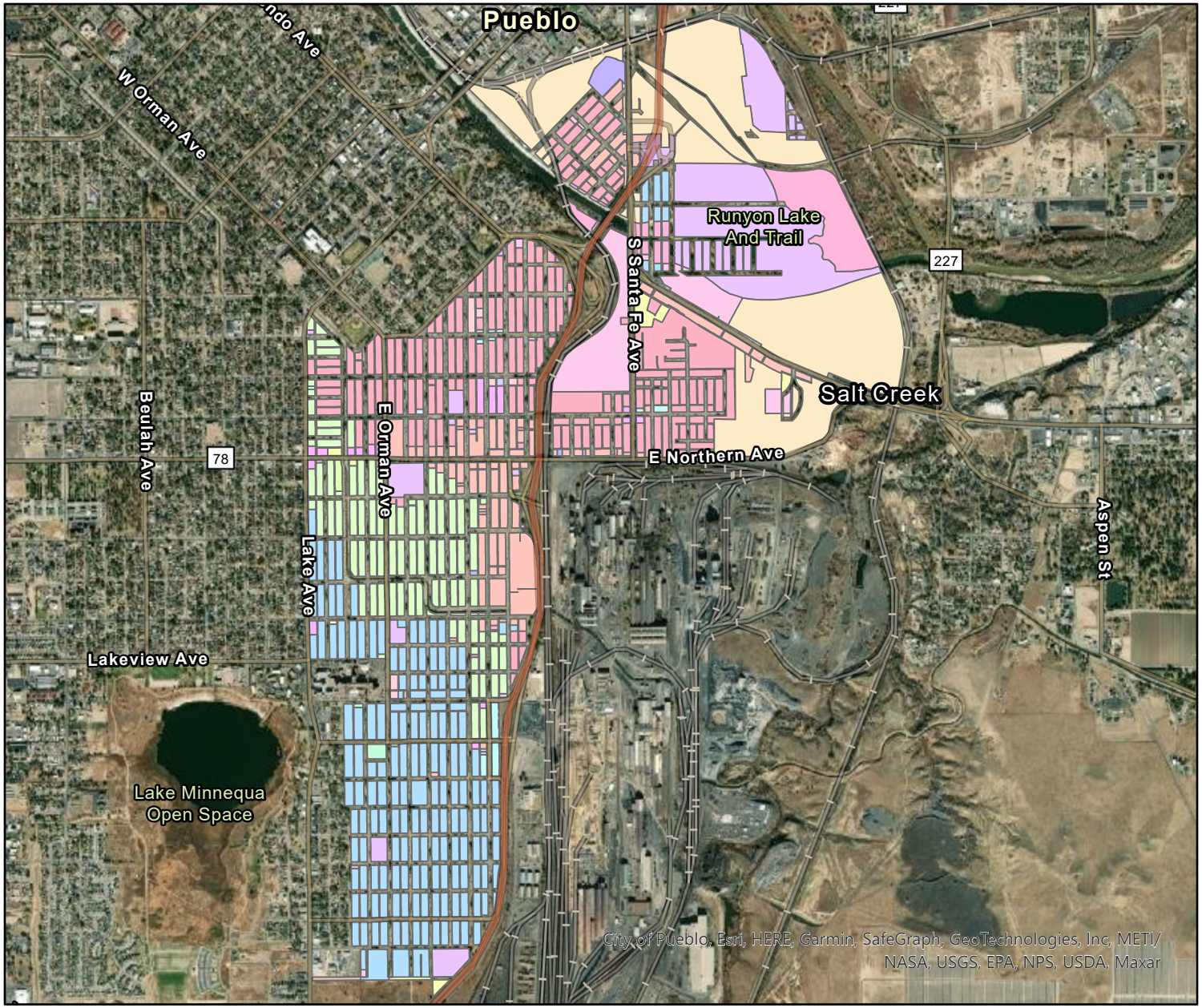
This Conditions Survey finds that the proposed Colorado Smelter Urban Renewal Plan area can be declared a "blighted area" as defined by Colorado's Urban Renewal Law and therefore qualifies for urban renewal treatment.

Conditions Survey Maps

Appendix A

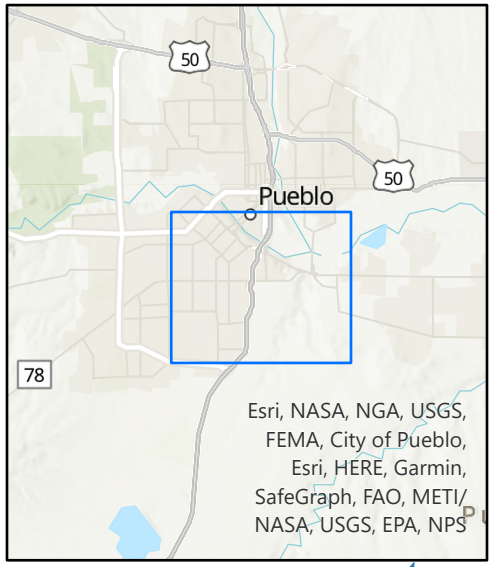
Zoning Map

City of Pueblo Zoning Districts Map



ZONE_CODE

- B-1
- B-2
- B-3
- B-4
- CCN
- H-ARP2
- I-2
- I-3
- O-1
- PUD
- R-2
- R-3
- R-4
- R-5
- R-6
- RCN
- S-1
- S-3
- S-4
- <all other values>



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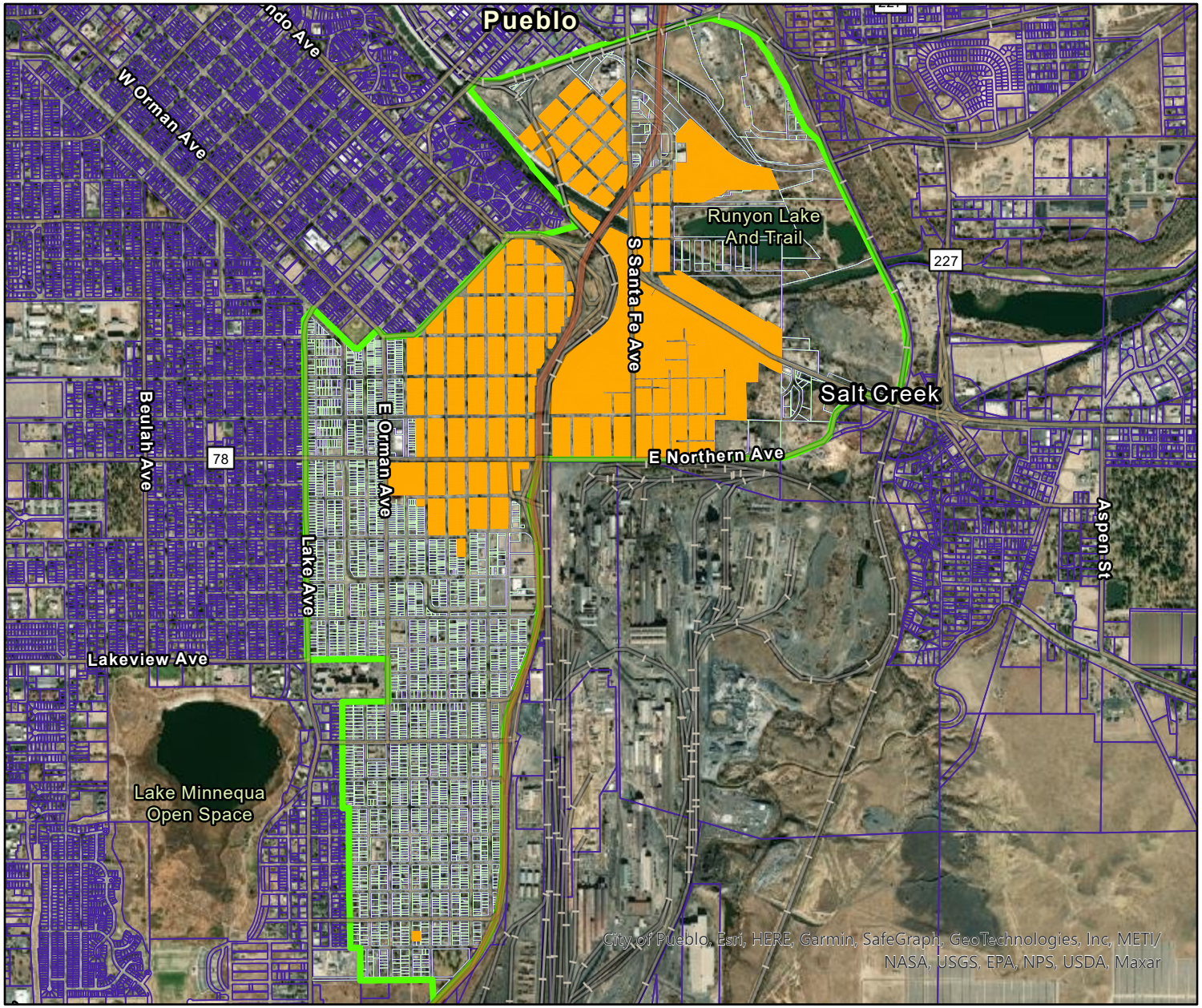
0 0.5 1 2 Miles

Appendix B

Environmental Contamination Map

Blighting Factor 10 - Environmental Contamination



Conditions Survey Boundary
Conditions Survey Parcels
BF10 Areas
Pueblo County Parcels 2022

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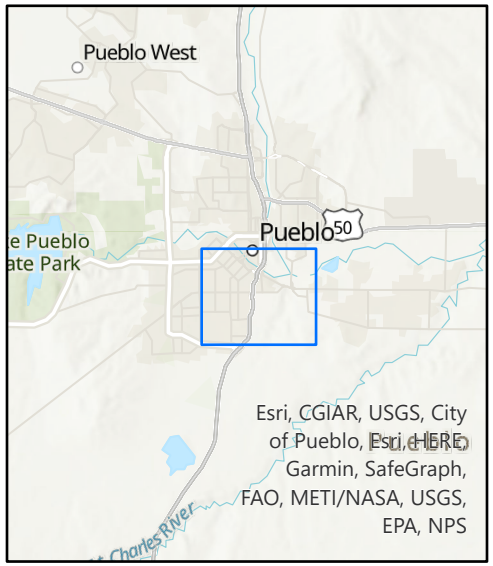

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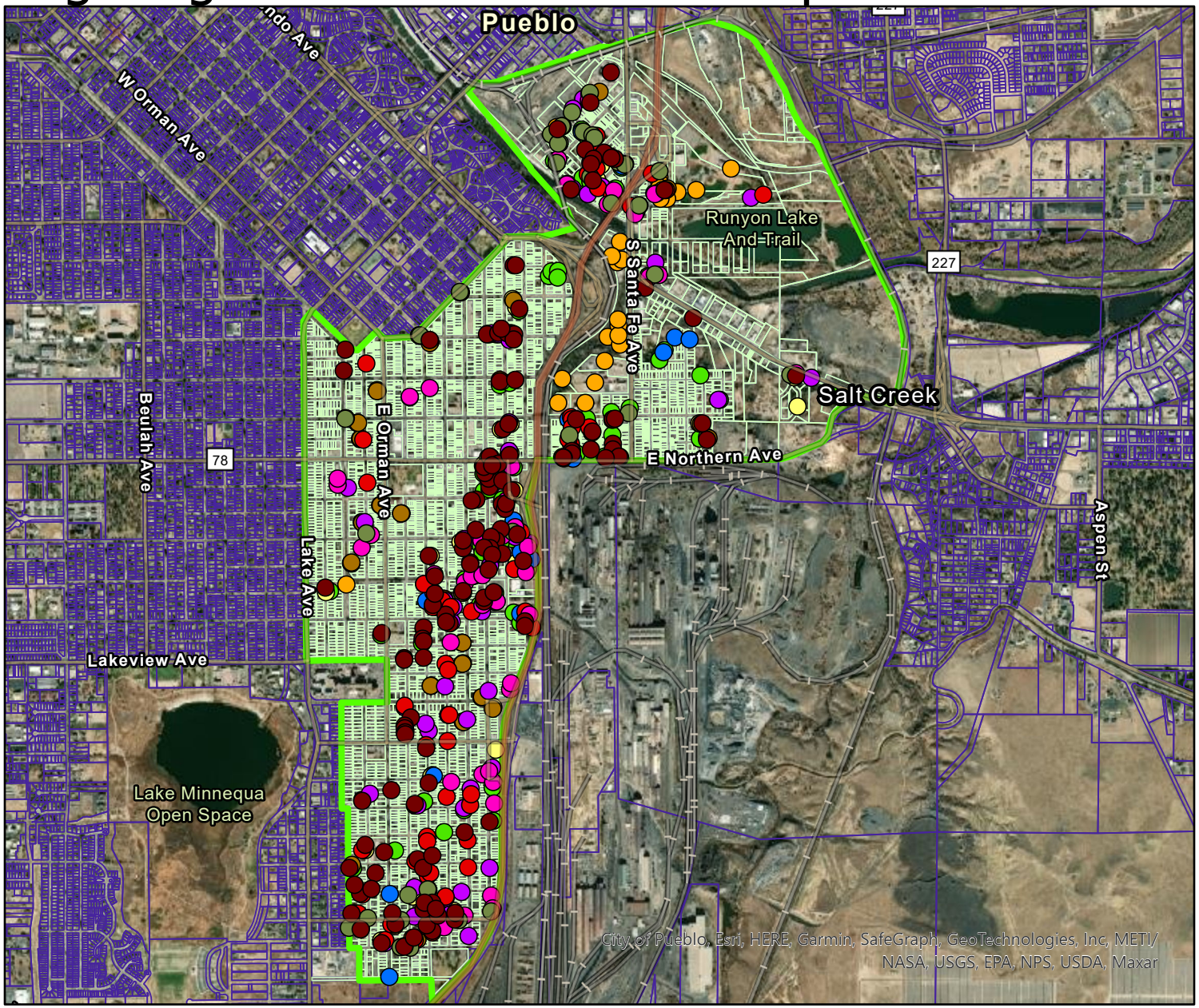
Appendix C

Conditions Survey Field Work Map

Colorado Smelter Urban Renewal Plan Area
Blighting Conditions Location Map



- Conditions Survey Boundary
- Conditions Survey Parcels
- BF1 - Deteriorating Structures
- BF2 - Defective or Inadequate Streets
- BF3 - Faulty Lots
- BF4 - Unsanitary or Unsafe Conditions
- BF5 - Site Deterioration
- BF6 - Topography and Infrastructure
- BF8 - Conditions Endangering Life or Property
- BF9 - Unhealthy or Unsafe Buildings
- BF10 - Environmental Contamination
- BF11 - Substantial Underutilization or Vacancy
- Pueblo County Parcels 2022

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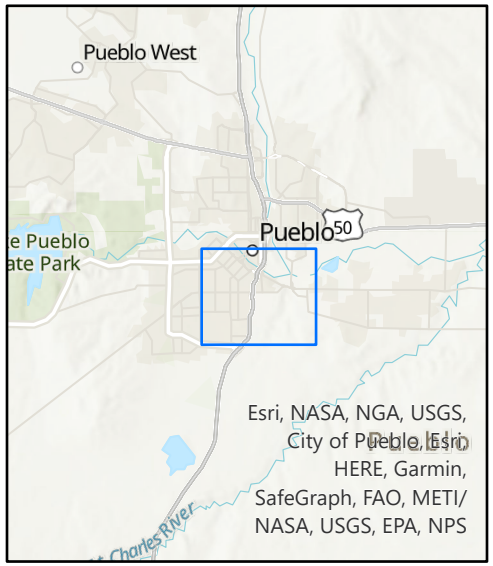

N

0 0.5 1 2 Miles

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Colorado Smelter Urban Renewal Plan

Impact Report

Pueblo Urban Renewal Authority

165646 | July 10, 2022

SEH

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July 10, 2022

Colorado Smelter Urban Renewal Plan
Pueblo Urban Renewal Authority

Dear PURA Board of Commissioners,

This Impact Report is intended to satisfy the requirements outlined in Colorado's Urban Renewal Law, C.R.S. 31-25-107(3.5)I-V. According to Statute, the Urban Renewal Impact Report is a supplementary document to the Urban Renewal Plan that is required if property or sales taxes will be utilized in the project area for renewal activities. The Colorado Smelter Urban Renewal Plan area intends to utilize tax increment financing within its project area and therefore requires an impact report to be completed.

This Impact Report meets the minimum requirements defined by C.R.S. 31-25-107(3.5)I-V, but also has been designed to provide the Pueblo Urban Renewal Authority with a realistic forecast of how development will proceed throughout the Colorado Smelter Urban Renewal Plan area. The forecast utilized in this report has been informed by an analysis of all properties within the project area, as well as interviews with PURA staff. The forecasts are intentionally designed to be conservative estimates and reflect community development needs that have been highlighted by this Board and the public.

The goal of this report is to provide the Pueblo Urban Renewal Authority with a realistic forecast of impacts to better inform negotiations with impacted taxing entities and ensure that the Colorado Smelter Urban Renewal Plan succeeds in bringing about the renewal hoped for by the Pueblo community.

Sincerely,

Andrew Arnold

CC: Jerry Pacheco and Cherish Deeg

Executive Summary

The Colorado Smelter Urban Renewal Plan Impact Report:

The Pueblo Urban Renewal Authority has begun the process of establishing a new Urban Renewal Plan area. This area is described by this report as the Colorado Smelter Urban Renewal Plan. The previously completed Conditions Survey found that this plan area meets the statutory threshold of conditions outlined in C.R.S. 31-25-103. The urban renewal area exhibits ten of the eleven statutorily defined blighting conditions, meaning that the project area is eligible for renewal activities.

One type of renewal activity is the utilization of property and sales taxes to help remediate blight, incentivize redevelopment, and fund public improvements throughout the project area. This mechanism is known as Tax Increment Financing, and Colorado's Urban Renewal Law requires that an Impact Report be submitted with any Urban Renewal Plan that intends to utilize property and/or sales taxes for renewal activities in its project area (C.R.S. 31-25-107(3.5)I-V). The Colorado Smelter Urban Renewal Plan proposes the use of Tax Increment Financing, which triggered the need for this Impact Report.

The minimum requirements for an Impact Report are outlined in Colorado's Urban Renewal Law. Those requirements include,

A) the estimated time to complete the Urban Renewal Project,
B) The estimated annual property tax increment to be generated by the Urban Renewal Project and the portion of such increment to be allocated during this period to fund the urban renewal project,
C) an estimate on the county revenue impact, and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure,
D) a statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (II) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority,
E) Any other estimated impacts of the urban renewal project on county services and revenues.

This Impact Report addresses each of the statutory requirements outlined above, but also examines impacts beyond the scope required by statute. Specifically, this Impact Report forecasts future tax incremental revenue by projecting a probable development scenario throughout the 2,642-acre Plan area over the next 25 years. This report assumes that the Colorado Smelter Urban Renewal Plan will be successful in remediating blighting conditions present within this area, which will help facilitate new development. The report also assumes that this new development will be incentivized by the Pueblo Urban Renewal Authority to address community needs, such as an increase in affordable housing, mixed-use and commercial development.

With the assistance of PURA Staff, this report identified 524 parcels with redevelopment characteristics that, when supported by the Colorado Smelter Urban Renewal Plan, exhibit a high propensity to attract future investment and redevelopment. The report forecasted development type, density and value on each parcel using market assumptions and local development trends. These development scenarios were then phased over the Plan area's lifetime, according to the type of development and estimated market absorption rates. The resulting assessed value from these development scenarios was then contrasted with the base assessment of the Colorado Smelter Urban Renewal Plan area to determine the annual tax increment generated by the project. New retail space was also estimated, which was used to determine new sales tax production within the Plan area.

This redevelopment's total tax revenue and increment has been estimated by the impact report to determine the revenue impacts on effected taxing entities. The report also addresses population and student generation within the Plan area, and its potential impact to taxing entities such as the County and the School District.

Executive Summary (continued)

This report found that the Colorado Smelter Urban Renewal Plan would not adversely affect the taxing entities that collect property and sales tax within its boundary. The Plan will not require new County Infrastructure, nor would it require substantial County funded services. This report evaluated County budgets and property tax revenue and found that future development in the Plan area would generate a surplus in sales tax revenue relative to property tax revenue for the County. This report also analyzed the Plan's impacts to the Pueblo School District 60. It found that the fiscal impacts and possible student generation by the Colorado Smelter Plan were minimal. This report concludes that effected taxing entities should support the Colorado Smelter Urban Renewal Plan, as its benefits to the community outweigh its fiscal costs.

The Colorado Smelter Urban Renewal Plan represents PURA's, the City of Pueblo's and Pueblo County's commitment to achieving public private partnerships that will facilitate community-minded development where it is needed most. This Impact Report was designed not only to evaluate the potential impacts of this development, but to also provide a roadmap for achieving these redevelopment goals. Projected Property and Sales Tax Increment that would be generated within this Urban Renewal Plan Area are described in the table below:

Colorado Smelter Urban Renewal Plan Fiscal Projections[1]		
Base Assessed Value of Plan Area	$	40,916,432
Total New Improvement Assessed Value	$	46,214,000
Total Estimated Property Tax TIF Revenue (25-Years)	$	64,890,000
Total Estimated Sales Tax TIF Revenue (25-Years)	$	58,545,000
Annual Property Tax TIF Revenue (25-Year Average)	*$*	*2,495,000*
Annual Sales Tax TIF Revenue (25-Year Average)	*$*	*2,384,000*

[1] Estimates have been rounded.

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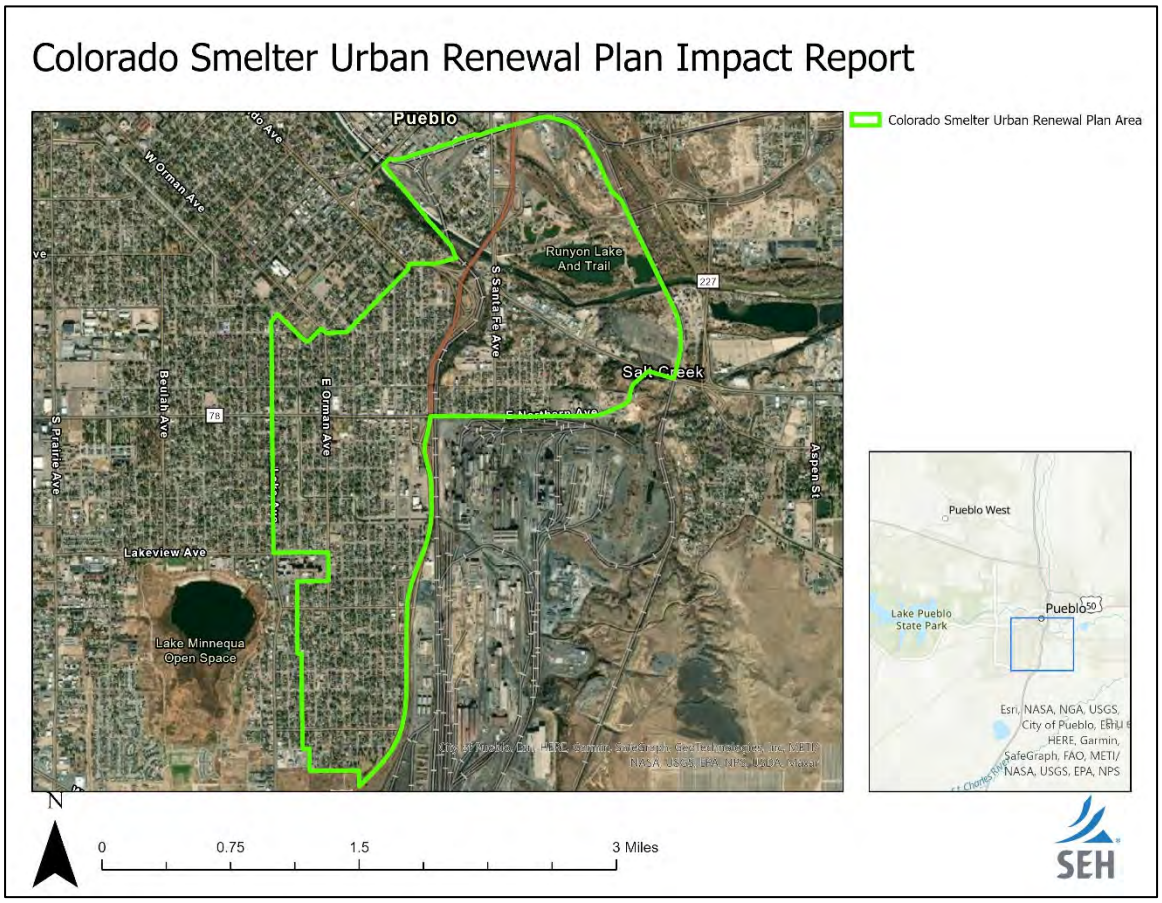
Colorado Smelter Urban Renewal Plan

Colorado Smelter Urban Renewal Plan Impact Report

Prepared for the Pueblo Urban Renewal Authority

1 Impact Report Summary



Project Area Existing Conditions

The Colorado Smelter Urban Renewal Plan area encompasses 2,642-acres[2] within the City of Pueblo. This area includes 4,343 parcels. This survey area has been strategically drawn to

[2] Acreage estimate includes Public Right of Way e.g. Roads and Alleys

include parcels that need or will attract new investment or reinvestment. The area also includes public right-of-way that may benefit from urban renewal treatment.

Colorado Smelter Urban Renewal Plan Area Description

The proposed Colorado Smelter Urban Renewal Plan targets an area in need of environmental remediation, reinvestment, and redevelopment. The survey boundary is within Pueblo's City Limits and encompasses the Bessemer, Eilers Heights/Bojon Town and Grove neighborhoods, the Runyon Sports complex and Lake, as well as residential and commercial areas to the west and south of Bessemer. The survey boundary begins where Santa Fe Avenue crosses the Union Pacific/BSNF railroad lines. The survey boundary extends around the historic Gove neighborhood, stretching east from the Arkansas River to Gruma Drive. The boundary continues south, outlining the Bessemer neighborhood and the Runyon Sports complex and lake. The eastern edge of the survey boundary reaches Salt Creek before turning west along Northern Avenue, and then continuing south on I-25 until terminating past JJ Raigoza Park. The western edge of the survey boundary extends beyond the Bessemer neighborhood to the west, following Washington Street to West Summit Avenue, East Adams Avenue, and then eventually moving south along Lake Avenue. The boundary moves around to exclude the Saint Mary Corwin Hospital, before again heading south along Wyoming Avenue, encompassing the final neighborhood blocks adjacent to the unpaved Streator Avenue and connecting with its eastern edge near JJ Raigoza Park.

The survey boundary was strategically drawn to include a combination of public amenities, key transportation corridors and historic neighborhoods that are impacted by the former smelter facility and slag pile's environmental contamination. These areas are part of the EPA's Superfund site, specifically Operable Unit 1 and Operable Unit 2 and the Colorado Smelter Revitalization Plan (CSRP). This proposed urban renewal area is intended to parallel these environmental remediation efforts, providing an additional tool to alleviate forms of blight including, but not limited to, the environmental contamination of soils throughout the area. These are areas of Pueblo that, to date, have struggled to attract new investment and initiate redevelopment.

The goal of the Colorado Smelter Urban Renewal Project is to encourage "renewal" throughout this surveyed area by attracting additional investment within the project boundary. It will also help to advance the three "revitalization themes" outlined in the CSRP, specifically:

1. Connectivity and Cultural Heritage
2. Thriving Neighborhoods
3. Vibrant Commercial

The goals of the Colorado Smelter Urban Renewal Plan are closely aligned with the community vision contained in the CSRP, which is why the Plan area closely adheres the CSRP's scope.

Colorado Smelter URA Plan Area	Totals
Number of Total Acres	2,642
Parcel Acreage	1,846
Number of Parcels	4,343

1.1 Zoning Districts

The Colorado Smelter Urban Renewal Plan area includes 18 City of Pueblo zoning districts. Each zoning district regulates the land uses on their respective parcels according to the City of Pueblo's Comprehensive Plan and municipal code. These zoning districts will regulate the

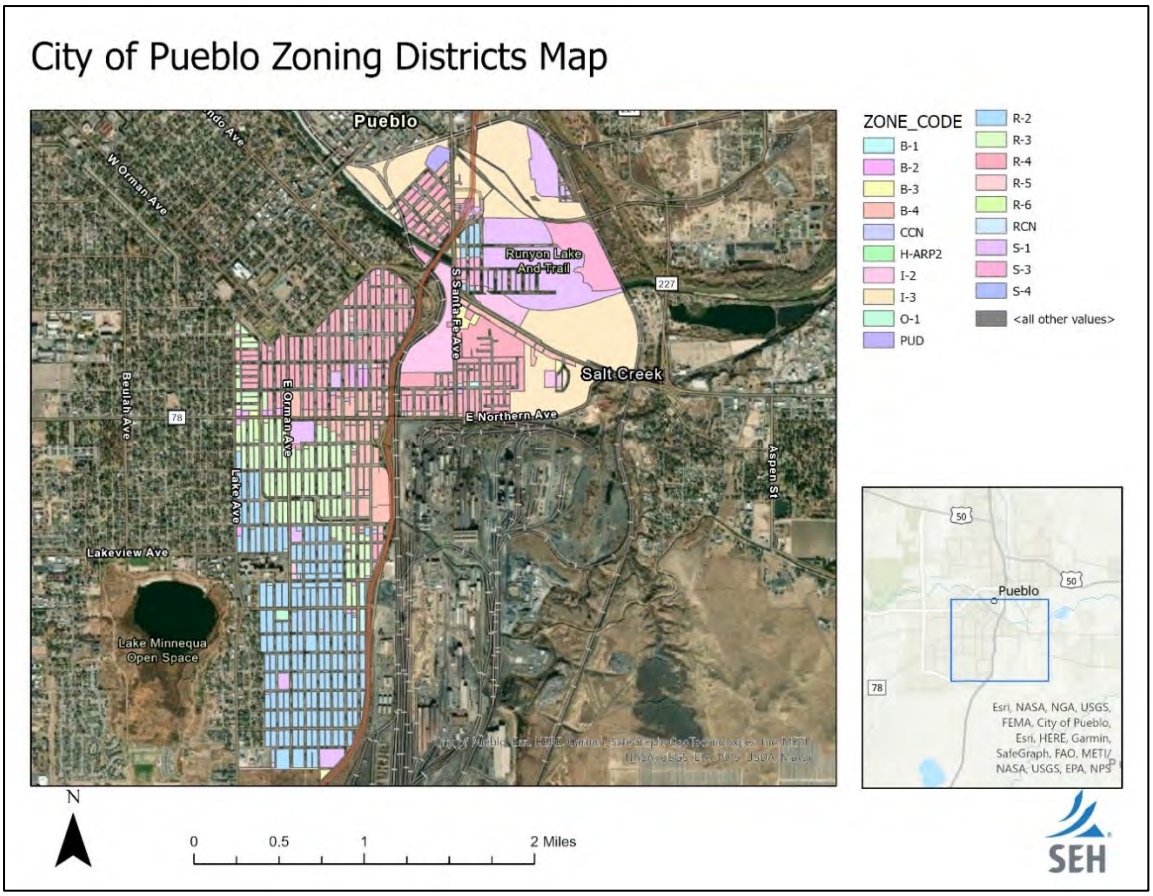
redevelopment that will be permitted throughout the Colorado Smelter Urban Renewal project. The zoning districts also inform the forecasts made by this Impact Report.

A summary of each zoning district's acreage, number of parcels, and assessed value has been included in the table below. The location of these zoning districts throughout the Plan area is illustrated in the map below.

Zoning Districts Statistics

Zoning	Number of Parcels	Number of Acres	% of Parcel Acreage	Assessed Value
R-2	1,277	336.73	18.24%	$ 11,537,264
R-3	848	169.56	9.18%	$ 6,223,611
R-4	1,507	334.93	18.14%	$ 11,072,687
R-5	13	6.73	0.36%	$ 234,630
R-6	4	2.26	0.12%	$ 76,350
RCN	1	0.34	0.02%	$ 21,090
B-1	38	9.71	0.53%	$ 458,368
B-2	66	16.17	0.88%	$ 1,083,108
B-3	12	10.86	0.59%	$ 274,720
B-4	383	131.56	7.12%	$ 7,021,024
I-2	35	77.10	4.18%	$ 815,190
I-3	81	442.03	23.94%	$ 1,299,280
O-1	3	3.47	0.19%	$ 457,480
S-1	51	211.47	11.45%	$ 15,420
S-3	16	81.10	4.39%	$ -
S-4	2	0.70	0.04%	$ 5,340
CCN	3	0.86	0.05%	$ 89,670
PUD	2	9.29	0.50%	$ 231,200

Source - Pueblo County GIS and Assessor



Current Assessment of Plan Area

The Plan area includes 4,343 parcels. The total equalized assessed value of these parcels, according to the Pueblo County Assessor's database, is $40,916,432. Using the 2021 Certified Assessment the City of Pueblo, the existing taxable value of the Colorado Smelter Urban Renewal Plan area is 4.82% of the City's total taxable value and 2.72% of the County's taxable value.

The survey boundary encompasses properties that are taxed according to four Pueblo County taxing districts, 60B, 60BV, 60BE, 60BM. All four districts levy the same millage rate of 97.705. The number of parcels, estimated acreage and assessed value according to each Taxing District within the survey boundary is recorded in the following table.

Taxing Districts Present

Tax District Statistics				
Tax District Code	Mill Levy	Number of Parcels	Estimated Acreage	Estimated Assessed Value
60B	97.705	4,037	1464.4	$38,393,964
60BV	97.705	96	145.6	$1,074,750
60BE	97.705	208	232.7	$1,447,718
60BM	97.705	1	3.7	$0

The Colorado Smelter Urban Renewal Plan includes a mix of commercial and residential property. The following table represents the current assessment value for all parcels within the Plan area. Parcels exhibiting an assessment ratio of ~29% were classified as Commercial, ~7.15% as Residential, and a blended percentage as Mixed-use. Tax Exempt assessments were excluded.

Assessment Category Statistics Summary

Assessment Categories	Total Taxable Value
Commercial	$9,870,457
Residential	$29,917,850
Mixed-Use	$1,021,645

2 Impact Report Methodology

Aligning Revitalization with Urban Renewal

The Colorado Smelter Urban Renewal Plan represents a unique urban renewal strategy. The area chosen for this plan part of a local, state and federal revitalization effort. This collective effort is explained in the Colorado Smelter Revitalization Plan (CSRP). CSRP is both an EPA superfund and a city-wide revitalization campaign, which will provide environmental remediation, grants, subsidies and other forms of financial assistance to ensure that this specific area is revitalized. The Colorado Smelter Urban Renewal Plan is an additional tool to assist in this revitalization effort, which is why it overlays the Smelter Superfund's operable units, as well as the neighborhoods and commercial corridors identified by CSRP.

Typically, urban renewal plans fall into two strategic categories. The first is the project-based strategy. This strategy identifies a specific development project prior to an Urban Renewal Plan area being formed. The local Urban Renewal Authority works with that development to create a Plan area which encompasses a specific area connected to this future development.

The second strategy is territorial. This strategy is used when an urban renewal authority wants to target an area for urban renewal treatment but has not yet been approached by a development project within that area. The territorial strategy selects a specific geographic area and overlays that area with a clear redevelopment vision, bolstered by incentives. The goal is to attract and/or leverage new investment within the subject area, effectively remediating conditions arresting redevelopment.

The Colorado Smelter Urban Renewal Plan is a combination of both strategies. As mentioned, this Plan was originally conceived to supplement the Colorado Smelter Revitalization Plan and help advance its three goals, *1. Connectivity and Cultural Heritage, 2. Thriving Neighborhoods, and 3. Vibrant Commercial.* Aligning with the CSRP required drawing a plan boundary that encompassed environmental remediation efforts, neighborhood revitalization objectives, and targeted commercial development. This is a territorial renewal strategy.

However, this Urban Renewal Plan also incorporates elements of a project-based strategy. The multi-national company Evraz is currently expanding its steel manufacturing operations in Pueblo. A multi-faceted collaboration with the EPA, the State of Colorado, the City of Pueblo and the Pueblo Urban Renewal Authority created an inventive package that encouraged Evraz to locate

its new long-rail facility in Pueblo. This new Steel Mill is estimated to cost $700 million. It will produce quarter-mile long rail segments, a highly desirable product for high-speed rail contracts. The mill will also be powered by solar panels, making the operation an example of green manufacturing. This new facility is located adjacent to the Colorado Smelter Urban Renewal Plan area, and its proximity is likely to generate new investment within the renewal area. Leveraging the economic growth expected from the steel mill to further revitalization efforts throughout the CSRP is the Colorado Smelter Urban Renewal Plan's principal strategy.

This impact report assumes that the proximal investments in Pueblo's steel manufacturing industry, coupled with the EPA superfund remediation efforts, the Colorado Smelter Revitalization Plan, and expected urban renewal activities that will be incentivized with Tax Increment Financing, will successfully remediate blight and attract new investment to this area. The methodology used to determine future assessments, taxable revenue, increment, and impacts is explained in the following sections.

Forecasting Future Growth

The goal of the Colorado Smelter's Urban Renewal Plan is to incentivize redevelopment by remediating blighting conditions and spurring new investments in public infrastructure, amenities, and community development needs.

One of the tools urban renewal authorities can use to bring about these changes is known as Tax Increment Financing (TIF). TIF is a redevelopment strategy that leverages future tax revenues to incentivize redevelopment for urban renewal activities. Colorado's Urban Renewal Law mandates that urban renewal project areas which intend to use TIF for renewal activities submit a supplementary Impact Report to help forecast growth within a renewal area and estimate the impacts this growth will have on taxing entities that operate within that area. The impact report's purpose is to ensure that taxing entities that rely on property tax revenues will not be adversely impacted by the urban renewal project.

Quantifying these impacts requires a forecast of probable growth throughout the project area over the project's lifetime. The Colorado Smelter Urban Renewal Plan is expected to last 25 years, the maximum amount of time allotted by Colorado's Urban Renewal Law. This report estimates where and when this redevelopment will take place.

The analysis organized all new development into three **Phases of Revitalization**. Each Revitalization Phase lasts a specific amount of time deemed reasonable for redevelopment. The properties selected for each phase were analyzed by a range of redevelopment factors and the presence of blighting factors[3]. These factors helped to organize parcels based on their redevelopment feasibility.

Revitalization Phases

Revitalization Phase	Estimated Time
1	8 Years
2	8 Years
3	7 Years

[3] All Blighting Factors geo-located within the Colorado Smelter Urban Renewal Plan Conditions Survey.

The analysis assumes that the first two years of the Plan will not generate any new assessed value. After this two-year lag period, the Revitalization Phases begin. The first Revitalization Phase is assumed to take place between 2024 and 2031, lasting eight years. The second phase will begin in 2032 and conclude in 2039, also lasting 8 years. The third and final Revitalization phase is projected to begin in 2040 and end with the Urban Renewal Plan in 2046.

Redevelopment Feasibility Analysis

The analysis assumes a particular redevelopment perspective, one that is informed by the EPA Superfund remediation efforts, the Colorado Smelter Revitalization Plan, the nearby steel industry investments, and urban renewal incentives. This means that new development will be incentivized in ways that remediate blight and environmental contamination, open previously undeveloped parcels to new investment, attract commercial development along transportation corridors, and rehabilitate residential development throughout effected neighborhoods. This underscores the order, pace and type of development that is likely to occur within the Colorado Smelter Urban Renewal Plan area.

This report analyzed every parcel within the Plan area using specific redevelopment metrics. These metrics included:

- *market valuation,*
- *assessments, zoning,*
- *underutilization,*
- *vacancy,*
- *the presence of blighting factors,*
- *non-conforming lots,*
- *parcels within the EPA superfund operable units,*
- *topography,*
- *access,*
- *utilities,*
- *floor-area ratios, and*
- *other redevelopment factors.*

The analysis created a matrix using these redevelopment factors which scored each parcel. Parcels that scored the highest for redevelopment feasibility were then placed in specific Revitalization Phases. These revitalization phases were further analyzed using GIS mapping. The mapping provided an additional layer of analysis, to ensure that high scoring parcels did not exhibit characteristics that made them undevelopable:

Revitalization Phase 1: Parcels in this phase scored high for redevelopment feasibility. They tend to be parcels that are underutilized, vacant, or exhibit low building improvement values relative to land values. This phase focused on parcels that can attract commercial or mixed-use redevelopment to blighted parcels. Parcels that are currently tax exempt, or that have a high propensity for TIF generation, were also considered.

Revitalization Phase 2: Parcels in this phase scored high for redevelopment feasibility but were typically located in residential zones. These parcels are likely to be redeveloped after significant commercial development has taken place in Phase 1, provided that TIF incentives are available for facilitating residential redevelopment and neighborhood rehabilitation.

Revitalization Phase 3: Parcels in this phase scored lower for redevelopment feasibility than parcels in Phases 1 and 2. These parcels tend to exhibit blighting factors, be non-conforming lots, or be underutilized. It is likely that these parcels will require significant incentives for redevelopment, which will require the successful completion of Phase 1 and Phase 2.

Development Feasibility and Assumptions

The properties which required a development forecast used certain assumptions to predict the type, size, time, and value for each development phase. The assumptions are informed by local market studies, urban renewal best practices and community desires. The goal is to anticipate development that will be both financially and politically feasible, meaning that future development in the project area matches the City of Pueblo's market demands but also the community's expressed desires for the Colorado Smelter Urban Renewal Plan. Market realities and community expectations are often in tension with one another, which is why these assumptions seek to strike a compromise between the two viewpoints. The analysis also assumes that future development will be incentivized by the Pueblo Urban Renewal Authority, meaning that new development will be geared towards specific strategic purposes, such as additional housing or increased tax increment. Redevelopment that can cater to these strategies has a higher probability of success (and approval by the URA). These assumptions are cataloged below:

- **Type of Development** – All forecasted development is assumed to match its zoning district. For example, a blighted property currently assessed as commercial but within a residential zone is assumed to be redeveloped as a residential property. Properties that exhibit a mixed assessment (between 29% and 7.15% assessment ratio) and are within a commercial zone that allows mixed-use development, are assumed to be redeveloped as 50% residential space and 50%% commercial space. Only 25% of commercial redevelopment is assumed to be retail.

- **Size of Development** – The scale of future development is limited by market demands, such as local absorption rates. Commercial development also needs to account for parking, ROW, and other site improvements that limits the size of vertical construction. SEH analyzed historic floor area ratios (FAR) of existing developments and compared this with recent developments within the City limits. FAR is a ratio between a property's land area and its total building area. The ratio serves as an indicator of how built up a property is relative to its land and can serve as a proxy for utilization. This analysis found that existing properties throughout the Colorado Smelter Urban Renewal Plan area exhibited low FAR's, averaging 0.128. By contrast, recent development throughout the City exhibited an average FAR of 0.49. This analysis conservatively estimated that future development would average a floor area ratio of 0.20[4].

- **Time of Development** – As mentioned in the Size of Development section, market absorption rates were used to ensure that forecasted development was appropriately phased to meet local market demands.

- **Value of Development** – This report estimated the future value of development by comparing new development price per square foot with existing development price per square foot. These prices included both land and building improvement values. Price per square foot was chosen over cost per square foot because future taxable value is a derivative of actual assessed value. Although the County assessor uses three techniques to assess properties, recent sales price is a common appraisal method. Therefore, the sales price per square foot is a better indicator of future taxable value than cost per square foot. This report analyzed recent residential and commercial developments to determine an average value for each development type. New single-family homes were

[4] If a redevelopment parcel exhibited an FAR greater than .20, this report assumed the new FAR would equal the old.

valued at $310,000 per unit. Townhomes and condos were given a value of $275,000 per unit. New commercial development was assigned an average of $141 per SF.

These assumptions guided this report's forecast of future development throughout the Colorado Smelter Urban Renewal Plan area.

Tax Increment Financing Assumptions

As part of Statutory Requirements, this report projected the estimated property and sales tax generation for future development within the Colorado Smelter Urban Renewal Plan area. These projections are based on Pueblo County's 2022 certified assessments of property and the mill levies associated with the taxing entities present in the project area. The full list of taxing entities and their associated millage rates are tabulated below:

Colorado Smelter Mill Levies			
Note:	TIF Percentages are assumed to be 100% for the Impact Report		
Tax Entity	2022 Mill Levy	TIF Agreement %	TIF Eligible Mill Levy
PUEBLO COUNTY	30.199	100%	30.199
CITY OF PUEBLO	15.633	100%	15.633
S.E.WATER CONSV DISTRICT	0.839	100%	0.839
LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	1.503	100%	1.503
PUEBLO CITY-COUNTY LIBRARY DISTRICT	5.889	100%	5.889
SCHOOL DISTRICT 60	43.642	100%	43.642
	97.705	100%	97.705

This report assumes that all impacted taxing entities will pledge 100% of their millage rate to the Colorado Smelter Urban Renewal Project area. Property tax projections made by this report assume that the number of taxing entities, as well as their millage rates, will remain unchanged over the project's lifetime.

Tax Increment assumptions are also based on the above mill levies and assumes that the project area's starting **base value is $40,916,432**. This report projects that both the project base and all future development will appreciate at a rate pegged to inflation. This report assumes that the **inflation rate will average 3%** biennially over the project's lifetime[5].

Sales Tax Assumptions

Colorado's Urban Renewal Law permits sales tax to be collected within urban renewal project areas to be leveraged for tax increment financing[6]. This report assumes that the City's sales tax rate is the only eligible sale tax for tax increment financing. The amount of sales tax that can be

[5] Colorado's Urban Renewal Law requires that the base assessment be reevaluated every two years within an urban renewal project area.
[6] C.R.S. 31-25-107(9)(e)

allocated to an urban renewal project is determined by calculating the amount of sales tax collected within the project area's boundary over the past 12 months. This is known as the sales tax base. Any increase over this base associated with new improvements within the project area is subject to negotiations between the municipality and the urban renewal authority over what portion of this increase can be paid out to fund urban renewal activities within the project area.

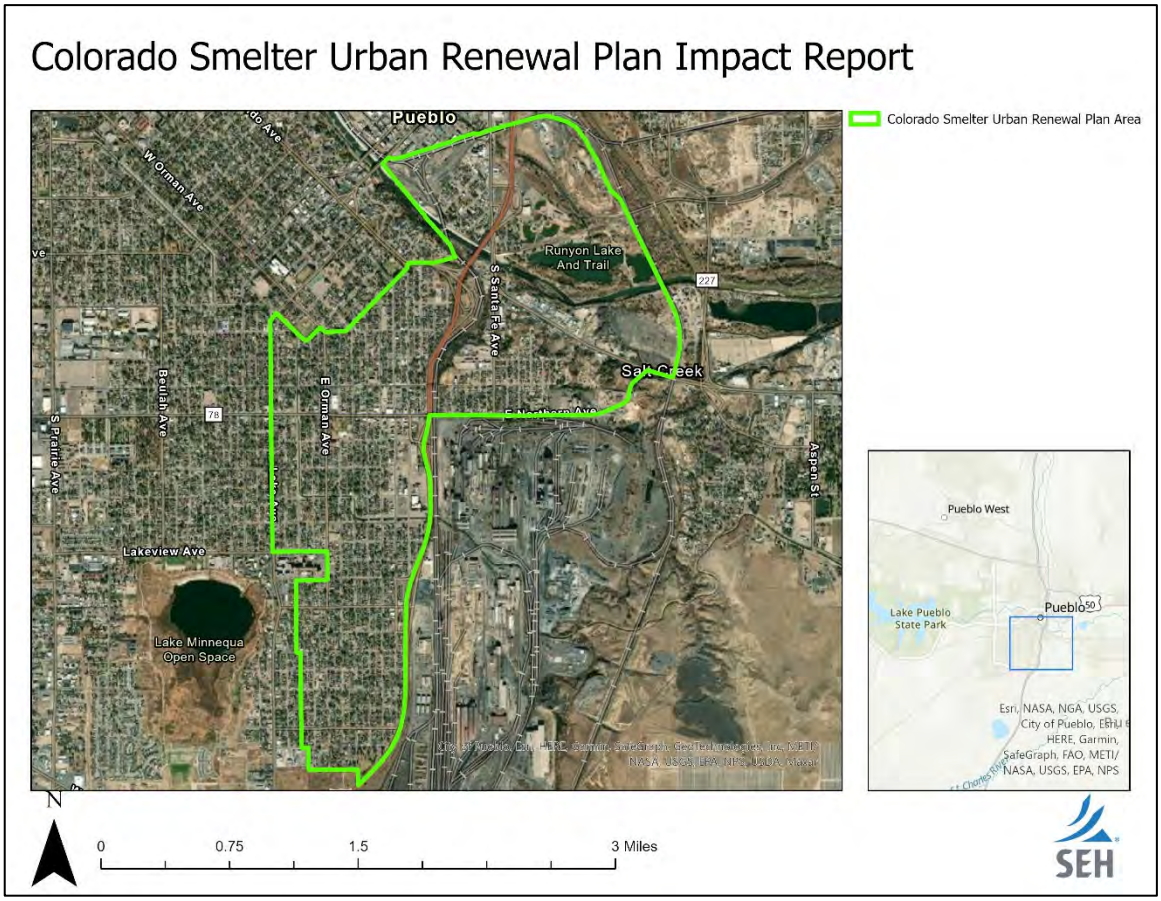
This report assumes that 100% of the City of Pueblo's sales tax generated by new improvements within the Colorado Smelter Urban Renewal Plan area will be allocated to the Pueblo Urban Renewal Authority. All sales tax calculations are estimates that have been isolated to only include new retail space forecasted to develop within the Plan area. The City of Pueblo imposes a 3.7% sales tax rate on the purchase price paid or charged on retail services. However, only 0.7% of the City's sales tax rate is already allocated to special funds. These include the police tax and economic development tax. This report assumes that only 3% of the City's 3.7% sales tax rate will be eligible for tax increment financing.

The But-For Assumption

The final assumption made in this report is that all new development would not occur but for the Colorado Smelter Urban Renewal Plan and the Pueblo Urban Renewal Authority. The goal of this urban renewal plan is to incentivize development through a variety of tools, TIF being just one example, where new investments manifest throughout the Plan area because of the Pueblo Urban Renewal Authority's efforts. All tax increment estimates must therefore be considered revenue that is generated because of the Pueblo Urban Renewal Authority's efforts to attract and facilitate redevelopment to the Plan area. The Conditions Survey identified ten statutorily defined blighting factors within the Plan area that impair and arrest sound development. The Colorado Smelter Urban Renewal Plan will remediate these conditions and bring about development that is desired by the Pueblo community. Because of this, future incremental revenues should not be considered property tax or sales tax that is abdicated by the area's taxing entities. Instead, these incremental revenues should be perceived as a future tax base that would not exist but for the creation of the Colorado Smelter Urban Renewal Plan.

3 Tax Increment Financing Summary

This Impact Report forecasted potential development throughout the Colorado Smelter Urban Renewal Plan area over the next 25 years and projected its assessed value and taxable revenue. These projections were used to estimate the amount of property tax increment and sales tax increment that will be generated within the Plan area if the urban renewal project is successful. Development projections are based on the methodology outlined in Section 2 of this report.

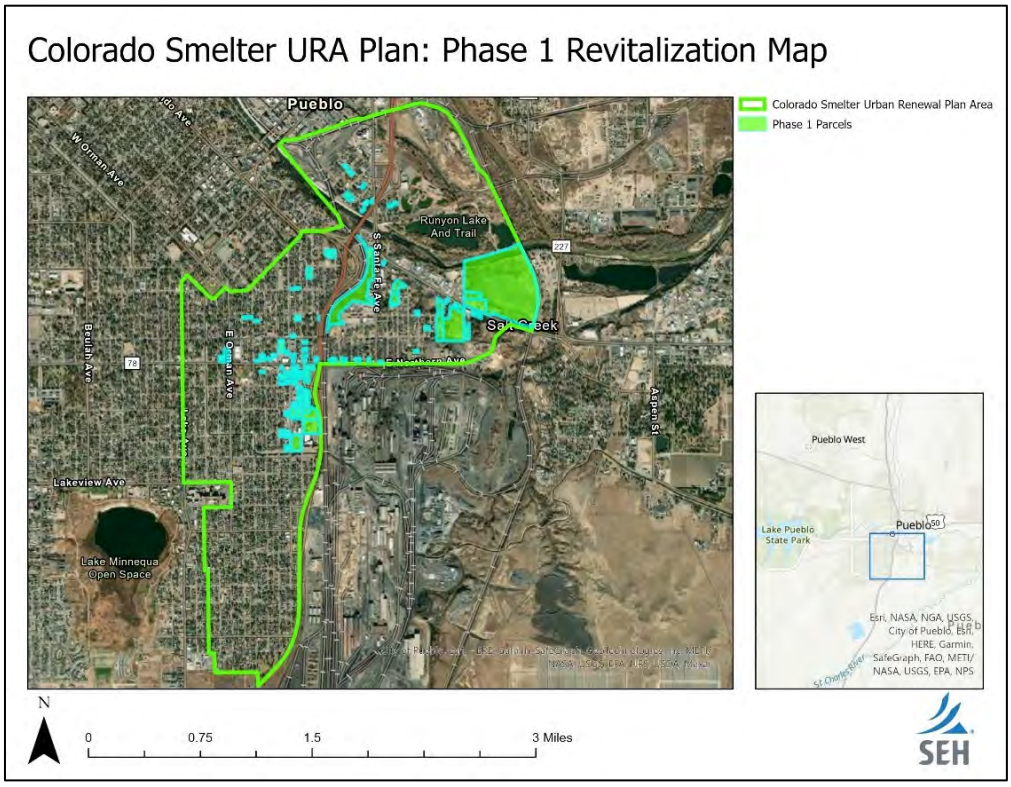


Redevelopment Parcels

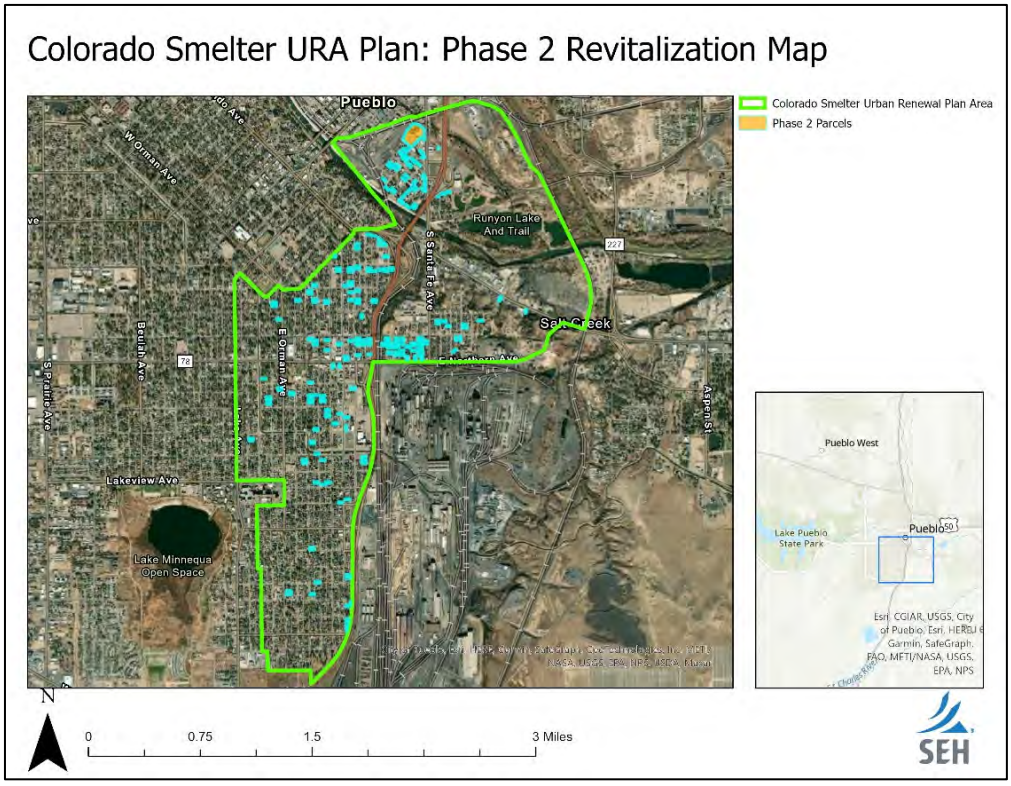
The Impact Report identified 524 parcels within the Plan Area that exhibit a high propensity for redevelopment. These properties were organized into three categories based on their timeline for redevelopment. Properties that are expected to redevelop within the next ten years were categorized as **Revitalization Phase 1**. Properties that are likely to develop in the next eight years are labeled as **Revitalization Phase 2**. Properties that are likely to develop in the Plan's final seven years are labeled **Revitalization Phase 3**.

The following maps illustrate each Redevelopment Phase and their selected parcel locations. Neighborhood Maps of each Revitalization Phase are included in this Report's Appendix.

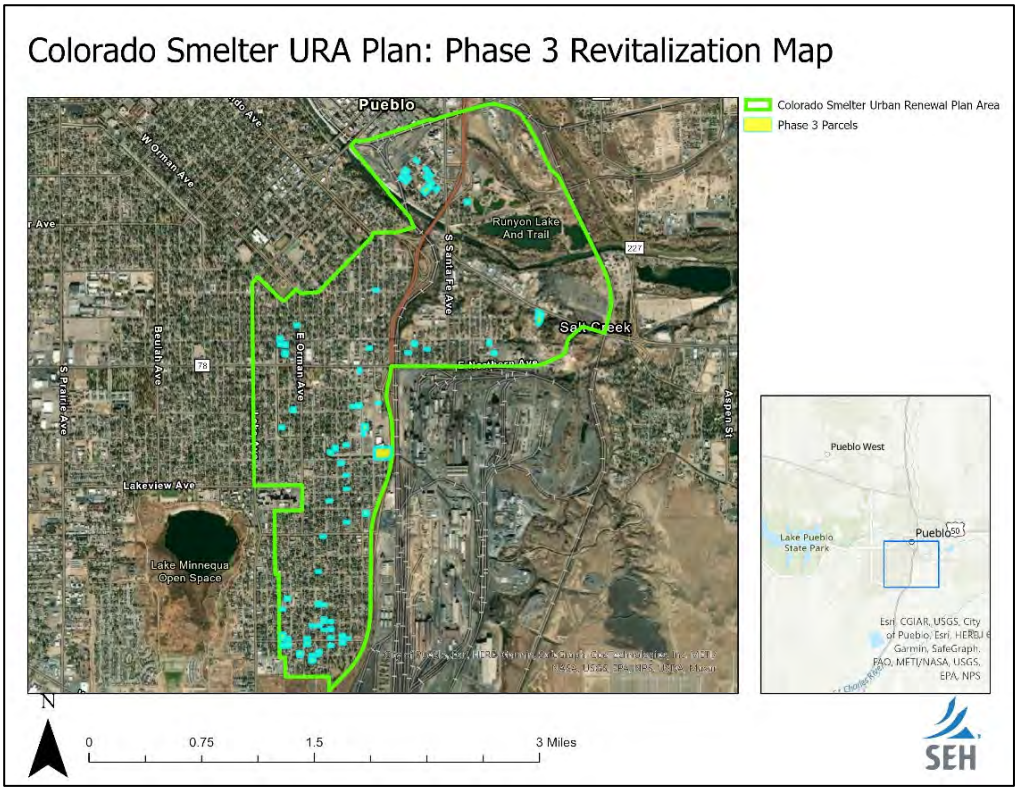
Revitalization Phase 1 - Summary Map



Revitalization Phase 2 – Summary Map



Revitalization Phase 3 – Summary Map



Projected Assessment and Phasing

The assessed valuation for each Revitalization Phase was estimated by this report. All assessment projections assume that future appraisals utilize a sales comparison approach to determine future value. The following table describes the estimated number of years it will take to absorb the developments, its total developable acreage, the total equalized assessed valuation (AV) of all new development[7], the existing AV of the subject properties, and the Incremental AV (Net) of all new development. The Incremental (Net) AV is used to determine future tax revenue within the Plan area.

Revitalization Phase 1 (2024 to 2031)				
Number of Parcels	Developable Acreage	Existing AV	New AV	Net AV
155	123.7	$ 1,474,390	$ 34,869,680	$ 33,395,290
Revitalization Phase 2 (2032 to 2039)				
Number of Parcels	Developable Acreage	Existing AV	New AV	Net AV
285	44.9	$ 1,921,704.0	$ 6,945,084.5	$ 5,023,380
Revitalization Phase 3 (2040 to 2046)				
Number of Parcels	Developable Acreage	Existing AV	New AV	Net AV
84	32.9	$ 738,090	$ 4,399,316	$ 3,661,226

[7] Equalized Assessed Value is a property's value after its commercial and/or residential equalization ratio has been applied to its market value. The equalized assessed value is also a property's taxable value.

Property Tax TIF Projections

This Impact Report estimated the Colorado Smelter Urban Renewal Plan's future TIF revenue over the next 25 years in accordance with C.R.S. 31-25-107(3.5)I-V. These estimates are used to determine the property tax revenue that is likely to be generated by new developments within the Plan area. This tax revenue is assumed to be the result of the Pueblo Urban Renewal Authority's efforts to remediate blight and attract new investments within the Plan area.

Property tax TIF is estimated by comparing the Plan area's base value against its projected new improvement value. These assessed values each generate tax revenue based on the current millage rate of taxing entities within the Plan area. The base value's property tax revenue is not impacted by urban renewal projects. The new improvement's tax revenue, however, is the result of the urban renewal plan. That revenue is labeled as "increment". The property within the Colorado Smelter Urban Renewal Plan area has a current assessed value of $40,916,432[8]. This assessed value includes both building improvement values and land values. This assessed value includes all parcels within the Plan area. This current assessed value is known as the **Base Value** in tax increment financing.

This report estimates that new improvements within the Colorado Smelter Urban Renewal Plan area will amount to an additional $46,214,081 in assessed value. This value is not generated at once but is instead phased in over the life of the Urban Renewal Plan.

This report models new development according to the phases outlined in the previous section. It then applies the tax district's millage rates to both existing and new improvements within the plan area. Tax revenue generated by new improvements is incremental revenue. These revenues can be utilized by the Pueblo Urban Renewal Authority for urban renewal activities within the Plan area.

Incremental revenue is also determined by TIF-sharing agreements signed between the Pueblo Urban Renewal Authority and the impacted entities that levy taxes within the Colorado Smelter Urban Renewal Plan area. This report assumes that all taxing entities have pledged 100% of their millage rates to support the Colorado Smelter Urban Renewal Plan.

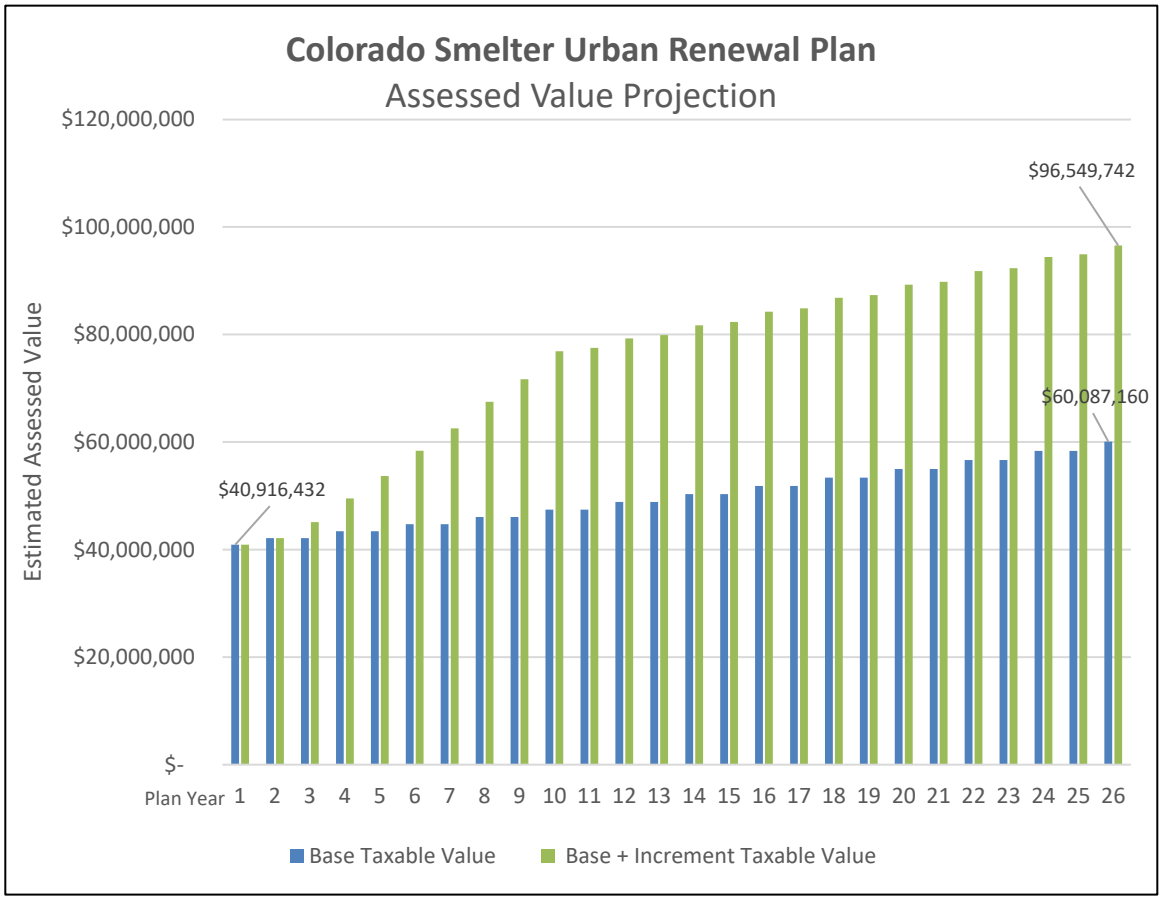
The following charts and tables illustrate the Colorado Smelter Urban Renewal Plan's 25-Year TIF Projections:

[8] Per Pueblo County Assessor Database

Colorado Smelter Urban Renewal Plan TIF Projections

Property TIF Estimates[9]		
Base Value of Plan Area	$	40,916,432
Total New Improvement AV	$	46,214,000
Total TIF Revenue	$	64,890,000
Annual TIF Revenue (25-Year Average)	$	2,495,000

	Estimated Real Property Taxes	Estimated Tax Increment
Taxing Entity Fund	25 Years	25 Years
PUBELO COUNTY	$ 66,243,000	$ 20,057,000
CITY OF PUEBLO	$ 34,291,000	$ 10,382,000
S.E. WATER CONSV. DISTRICT	$ 1,840,000	$ 557,000
LOWER AK VALLEY WATER CONSV. DISTRICT	$ 3,296,000	$ 998,000
PUEBLO COUNTY-CITY LIBRARY DISTRICT	$ 12,917,000	$ 3,911,000
SCHOOL DISTRICT 60	$ 95,731,000	$ 28,985,000
TOTAL	**$ 214,318,000**	**$ 64,890,000**



[9] Estimates have been rounded

Sales Tax TIF Projections

Colorado's Urban Renewal Law permits Urban Renewal Authorities to collect sales tax as a source of incremental taxable revenue. This report assumes that the Colorado Smelter Urban Renewal Plan will utilize sales tax revenue as a potential source of TIF revenue.

This analysis estimated potential sales tax generation by first estimating the amount new commercial square footage generated throughout redevelopment. This analysis then compared the City of Pueblo's existing commercial square footage to its annual sales tax collections. This helped determine an average sales per square foot multiplier.

This analysis then reviewed the locations of new commercial development within the Colorado Smelter Urban Renewal Plan area. Locations that were not conducive to retail operations, such as having poor access or being in industrial zones, were excluded from being a potential retail space.

The analysis conservatively estimates that only 25% of the projected commercial square footage in the Plan area will be retail space. The analysis also estimates that this space will generate approximately $250 per SF per year. The summary of these inputs and their estimated sales tax generation are listed in the table below.

New Retail Space (25-Years)	461,730 SF
TIF Eligible Sales Tax Rate	3%
Estimated Sales Per SF	$ 250.00
Estimated Sales Tax Increment (Gross)	$ 58,545,000
Estimated Sales Tax Increment (Annual Average)	$2,384,000
Percent of Annual Sales Tax Collections (City)	4%

This report estimates that the Colorado Smelter Urban Renewal Plan will generate an additional 461,730 square feet of retail space over the next 25-years. Using an estimated sales per square of $250 PSF, this amount space of equates to $58,545,000 in sales tax increment over the next 25 years. Annually, this equates to an average of $2,384,000 in sales tax TIF collected. For comparison, the City of Pueblo collected $66,114,677 in general sales tax (3% rate) in 2021. This means that projected retail development in the Colorado Smelter Urban Renewal Plan area should increase the City's sales tax collections by 4% annually. This estimate does not include State Sales Tax collections or County Sales Tax collections.

4 Taxing Entity Impacts

Assessing an Urban Renewal Plan's impacts on partnering taxing entities require a careful consideration of the revenue, services and infrastructure required to achieve that plan's goals. These impacts also need to consider the purpose of the Urban Renewal Plan. In addition to remediating blighting conditions, an Urban Renewal Plan typically is designed to bring about a public good, either in the form of a public amenity or infrastructure, or even a type of development. The Colorado Smelter Urban Renewal Plan area is designed to facilitate the revitalization of three historic neighborhoods within the City of Pueblo. The Plan is also designed to help spur commercial development along major transportation corridors. This revitalization will occur in parrel with the former smelter site and its surrounding area's environmental remediation. This stated purpose needs to be weighed against the possible fiscal impacts caused by the Urban Renewal Plan on partnering taxing entities. Conversely, partnering taxing entities need to demonstrate an undue impact caused by the Urban Renewal Plan to justify withholding tax revenue that the Pueblo Urban Renewal Authority generated through its renewal efforts.

Colorado's Urban Renewal Law is explicit in C.R.S. 31-25-107(3.5)I-V), when it lists requirements for Urban Renewal Impact Reports to evaluate potential impacts on effected taxing entities. The statute requires that the report examine County impacts in particular, stating the following:

- An estimate on the county revenue impact, and on the cost and extent of additional county infrastructure and services required to serve development within the proposed urban renewal area, and the benefit of improvements within the urban renewal area to existing county infrastructure,
- A statement setting forth the method under which the authority or the municipality will finance, or that agreements are in place to finance, any additional County infrastructure and services required to serve development in the urban renewal area for the period in which all or any portion of the property taxes described in subparagraph (II) of paragraph (a) of subsection (9) of this section and levied by a county are paid to the authority,
- Any other estimated impacts of the urban renewal project on county services and revenues.

This section will answer these requirements directly about the Colorado Smelter Urban Renewal Plan's impacts to Pueblo County. This report will also address the impacts to the Pueblo School District 60, and the other entities that levy a tax within the Plan area.

Assessed Value Comparison

The Colorado Smelter Urban Renewal Plan is located within four taxing districts, districts 60B, 60BE, 60BV, and 60BM. Each taxing district levies 97.70500 mills. They are also each made up of the same taxing entities, namely Pueblo County, the City of Pueblo, the South East Water Conservation District, the Lower Arkansas Valley Water Conservation District, the Pueblo City-County Library District, and the Pueblo School District 60. Tax Districts 60BE and 60BV also include the Pueblo Conservation District. However, this district does not levy a mill and is not included as part of this analysis.

The table below illustrates the total assessed value (AV) of property currently within each taxing entity the collects a property tax. The Plan area's estimated incremental assessed value is also included, and is compared as a percentage to each tax districts AV.

Residential Assessed Value						
Colorado Smelter UR Plan Incremental Assessed Value	CITY OF PUEBLO	PUEBLO COUNTY	S.E.WATER CONSV DISTRICT	LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	PUEBLO CITY-COUNTY LIBRARY DISTRICT	SCHOOL DISTRICT 60
$9,909,543	$508,564,043	$920,438,152	$848,622,481	$920,438,152	$920,438,152	$518,520,843
Percent of Taxing District	1.9%	1.1%	1.2%	1.1%	1.1%	1.9%

Commercial/Industrial Assessed Value						
Colorado Smelter UR Plan Incremental Assessed Value	CITY OF PUEBLO	PUEBLO COUNTY	S.E.WATER CONSV DISTRICT	LOWER ARKANSAS VALLEY WATER CONSV. DISTRICT	PUEBLO CITY-COUNTY LIBRARY DISTRICT	SCHOOL DISTRICT 60
$36,304,538	$339,686,160	$584,740,095	$523,940,384	$391,625,889	$584,740,095	$362,803,610
Percent of Taxing District	10.7%	6.2%	6.9%	9.3%	6.2%	10.0%

Pueblo County

Revenue Impacts

The Colorado Smelter Urban Renewal Plan is expected to use Tax Increment Financing to help remediate blight and attract new investment to the project area. The use of future property tax could have an impact on the County's revenues, which is explored in this section.

Pueblo County issues a mill levy of 30.199 in all four tax districts included within the Colorado Smelter Urban Renewal Plan area. This mill levy is a major revenue source for the County's operations and funds. According to the Pueblo County 2022 Budget, taxes (which includes property, sales, use, excise, and specific ownership tax) account for 30% of its total revenue collected. Last year these taxes amounted to $116 million in revenue and helped to fund most of the County services to residents.

According to Pueblo County's OpenGov website, the total revenue collected in 2021 equaled $240,723,797. Property tax accounted for 23.6% of the total revenue that year, or $56,512,423 in property tax collected.

In order to quantify potential revenue impacts to the County, this report compared the projected annual property tax revenue within the Colorado Smelter Urban Renewal Plan area to the County's property tax revenue. Projected property tax revenue is derived from new improvements in the Plan area, meaning that the Plan area's base assessed value was not included in this comparison.

This Report projected the Colorado Smelter Urban Renewal Plan area's annual property tax TIF per the County's millage rate and compared it as a percentage to total revenue collections. This report estimates that the Colorado Smelter Urban Renewal Plan area's property tax increment

generated at the County's 30.199 millage rate will account for 1.36% of Pueblo County's annual revenue collections.

Pueblo County	2021 Property Tax Revenue (Actual)	Plan Area Estimated Property Tax TIF (25-Year Annual Average)	Percent of Total
General Fund	$ 56,915,720	$ 771,435	1.36%

The Colorado Smelter Urban Renewal Plan is expected to last 25-years. Over that time, the new improvements incentivized by this Plan and the Pueblo Urban Renewal Authority will begin to accumulate incremental property tax revenue. Theses incremental property tax revenues represent a possible revenue stream that can be remitted to the Pueblo Urban Renewal Authority via TIF agreement in support of its remediation and redevelopment efforts in the Colorado Smelter Urban Renewal Plan area. This report estimates that new improvements within the Plan area account for $20,057,000 over 25-years.

However, property tax revenue is not the only revenue source generated by this Plan area's redevelopment. The Colorado Smelter Urban Renewal Plan will seek to attract new commercial development, a portion of which will be sales tax producing. Pueblo County levies a 1% sales tax rate that will not be used for Tax Increment Financing. This means that new commercial development caused by the Pueblo Urban Renewal Authority within the Colorado Smelter Plan area represents a new source of revenue to the County. Over a 25-year horizon, the projected sales tax will nearly match incremental property tax revenue. The estimated deficit is -$542,000 over 25-years, or approximately 1% of the County's annual property tax collections.

County Revenue Source		New Improvements 25 Year Total
Property Tax Total (30.199 mills)	$	20,057,000
Sales Tax Total (1%)	$	19,515,000
Net Difference	*$*	*-542,000*

The Colorado Smelter Urban Renewal Plan is expected to generate minimal revenue impacts on Pueblo County's General Fund. The Plan area's new development accounts for only 1.36% of the County's annual property tax revenue collections. The projected sales tax generated at the County's 1% rate will nearly offset the incremental property tax. This means that over the next 25-years, the Colorado Smelter Urban Renewal Plan will alleviate blight, remediate environmental contamination, attract new commercial investment, and revitalize three historic neighborhoods, without significantly detracting from the County's expected revenues. This report does not find a negative revenue impact caused by the Colorado Smelter Urban Renewal Plan.

Infrastructure and Service Impacts

The Colorado Smelter Urban Renewal Project is within the Pueblo City limits. It will not require new County infrastructure to serve the projected Plan area's redevelopment. Traffic impacts will be localized to the City of Pueblo. Nearly all roadways within the plan area are maintained by the city. The Plan area's main access roads are either maintained by the city of the State of Colorado, such as Santa Fe Avenue and Interstate-25. There are no major infrastructure projects required to serve this project that will be developed or maintained by Pueblo County.

New development within the Plan area is projected to generate 211 additional households over 25-years. These residences will be within the City of Pueblo's municipal limits and be served by

the City's department of health and human services. Using Colorado State demographer data, this number of households equates to 502 new residents. Pueblo County's total population in 2020 was estimated at 168,434 persons. New residents generated because of the Colorado Smelter Urban Renewal Plan will account for less than 1% of the County's population. This increase is not likely to generate significant impacts on the County's health or human services.

County Impact Conclusion

This report concludes that the Colorado Smelter Urban Renewal Area will not generate adverse fiscal impacts on Pueblo County revenue, infrastructure or services.

Pueblo School District 60

Revenue Impacts

The Pueblo School District 60 is the taxing entity that levies the largest millage rate within the Colorado Smelter Urban Renewal Plan area. The Pueblo School District 60 millage rate is 43.642, or approximately 45% of the total tax rate within the Plan area. The School District is therefore an important partner to the Pueblo Urban Renewal Authority and vulnerable to the Plan's tax increment financing impacts.

According to the FY 2021-2022 adopted budget, the Pueblo School District 60 collected $143,381,799 in total program funding. Property tax revenue accounted for 20.4%, or $29,187,883 of that total. The following table compares these annual tax revenues with the estimated annual incremental property tax revenue generated by the Colorado Smelter Urban Renewal Plan area.

Colorado Smelter Urban Renewal Plan Impacts			
Pueblo School District 60 Fund	2019-2020 Property Tax Revenue	Estimated Property Tax TIF (Annual Average)	Percent of Total
Total	$ 29,187,883	$ 1,114,837	3.8%

The Colorado Smelter Urban Renewal Plan is not expected to generate a significant impact to the school district annual revenue. This report estimates that future incremental tax revenue amounts to only 3.8% of the School District's total property tax revenue. Property tax revenue is only 20.4% of the School District's total revenue, meaning that the Colorado Smelter Urban Renewal Plan's incremental property tax TIF represents 0.78% of all revenue.

Student Population Generation

The Colorado Smelter Urban Renewal Plan is projected to generate residential and commercial development over the next 25-years. The commercial development will create a negligible impact on the school district. However, residential development leads to additional households and students. This report forecasted potential student generation to quantify that impact.

The Pueblo School District 60 is with the City of Pueblo. The table below summarizes City's demographic data[10]. These estimates, including household size and students per household, were used to estimate the number of students the Colorado Smelter Urban Renewal Plan could generate over the next 25 years.

[10] Colorado State Demographer's Office 2020 County Population and Pupil Counts.

Estimated Population Generation	
Pueblo (City) Total Population	111,893
Household Population	108,691
Number of Households	45,704
Persons Per Household	2.38
Number of Students (District 60)	15,205
Students Per Household	0.33
Colorado Smelter Urban Renewal Plan Development Projections	
Projected Residential Units	211
Projected Population	502
Projected Students	70

The addition of 70 students over the next 25 years does not represent a significant impact to the Pueblo School District 60. This amount represents less than 1% of the current student population. According to Colorado's Department of Education, the school district has lost 2,460 students over the past 5 years. An additional 70 students generated by the Colorado Smelter Plan is not a significant impact to the school district.

School District Impact Conclusion

The Colorado Smelter Urban Renewal Plan is not likely to generate significant adverse impacts on Pueblo School District 60. The Plan will not generate a substantial amount of new students for the district, and its projected property tax TIF represents only 3.8% of the district's annual property tax revenue.

Impact Summary on Taxing Entities

This report did not find any substantial fiscal impacts to the taxing entities effected by the Colorado Smelter Urban Renewal Plan. The Plan's boundaries are drawn within a developed area of the City. The Plan is designed to remove blighting factors, remediate environmental contamination, attract investment, and revitalize existing neighborhoods. This means that the Plan is committed to urban infill development. The vacant parcels within the plan area are zoned for commercial/industrial uses, meaning that future development will skew more towards the commercial/mixed-use spectrum. Higher levels of commercial development mitigate the adverse fiscal impacts that are traditional associated with residential development and tax increment financing.

The potential for new sales tax revenue is projected offset any revenue imbalances for Pueblo County. The Plan's limited residential development is not likely to create undue burdens on the School District because of its small size. This report did not identify any significant fiscal impacts to the other taxing entities that levy a mill within the Plan area.

The City of Pueblo will likely incur the most significant impact since this redevelopment will occur entirely within its limits and require its services and infrastructure. However, this Plan supports a City Initiative to revitalize the Colorado Smelter area. This implies that the benefits outweigh the impacts.

The following table outlines the estimated property tax revenue that will be generated within the plan area for each taxing entity. Generating significant tax increment may prove more troublesome than ensuring that taxing entities receive adequate base revenues, which is why this report recommends that each taxing entity agree to allocate 100% of their potential tax increment revenue to the Pueblo Urban Renewal Authority in support of the Colorado Smelter Urban Renewal Plan.

Colorado Smelter Urban Renewal Plan
TIF Summary Table, 25-Year Total

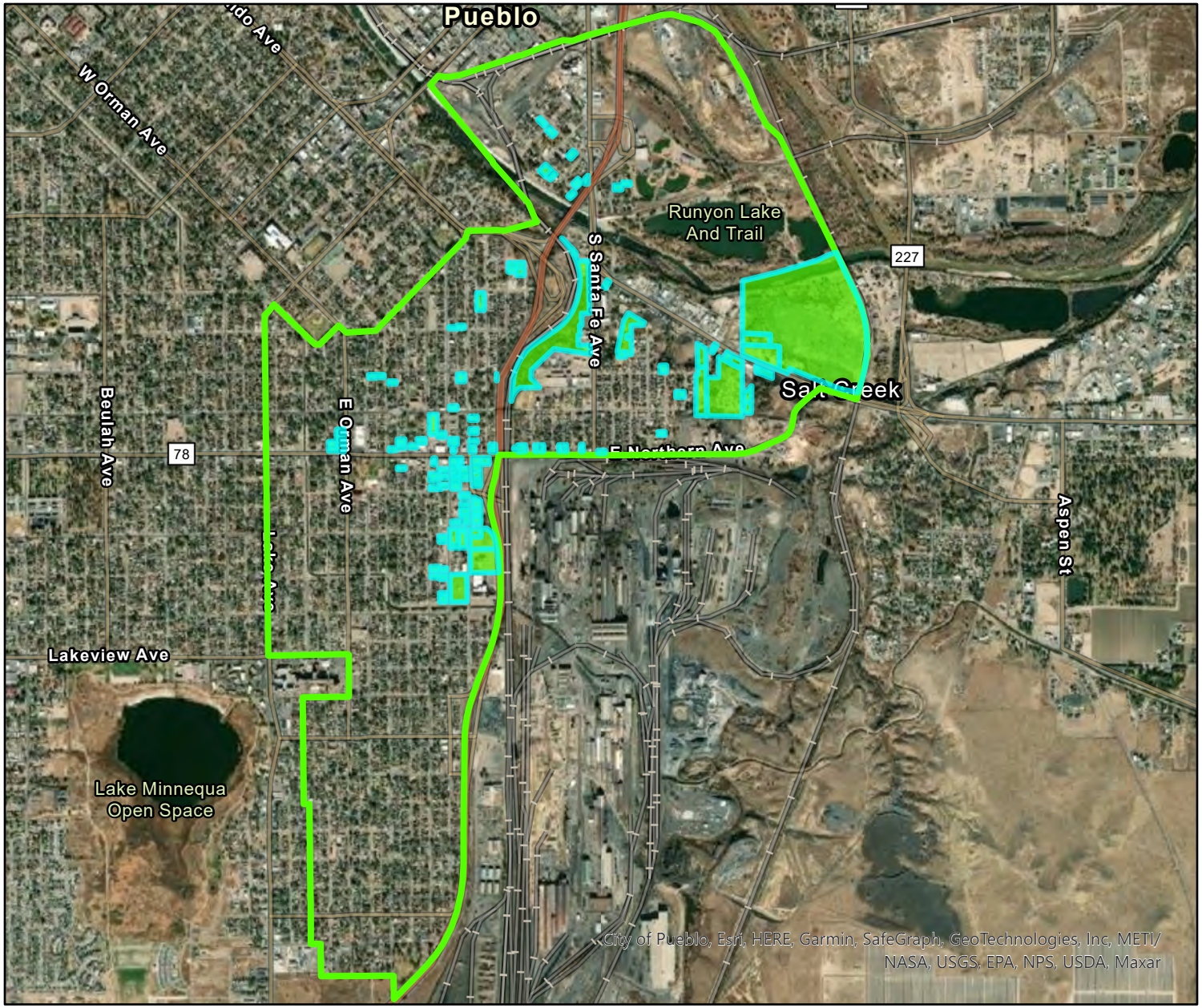
Tax Increment Financing Analysis		
Estimated Real Property Taxes Due		
Tax Entity		25-Years
Pueblo County	$	66,243,000
City of Pueblo	$	34,291,000
S.E. Water Consv. District	$	1,840,000
Lower Arkansas Valley Water Consv. District	$	3,296,000
Pueblo City-County Library District	$	12,917,000
School District 60	$	95,731,000
Total	$	214,321,000
Estimated Property Tax Increment		
Base Assessed Value (Year 0):	$ 40,916,432	
Tax Entity		25-Years
Pueblo County	$	20,057,000
City of Pueblo	$	10,382,000
S.E. Water Consv. District	$	557,000
Lower Arkansas Valley Water Consv. District	$	998,000
Pueblo City-County Library District	$	3,911,000
School District 60	$	28,985,000
Total	$	64,890,000

Impact Report Appendix

Appendix A

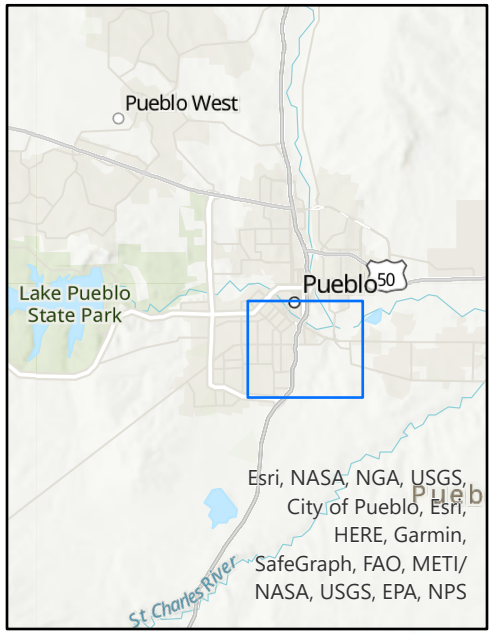
Revitalization Phase Maps

Colorado Smelter URA Plan: Phase 1 Revitalization Map



Colorado Smelter Urban Renewal Plan Area

Phase 1 Parcels



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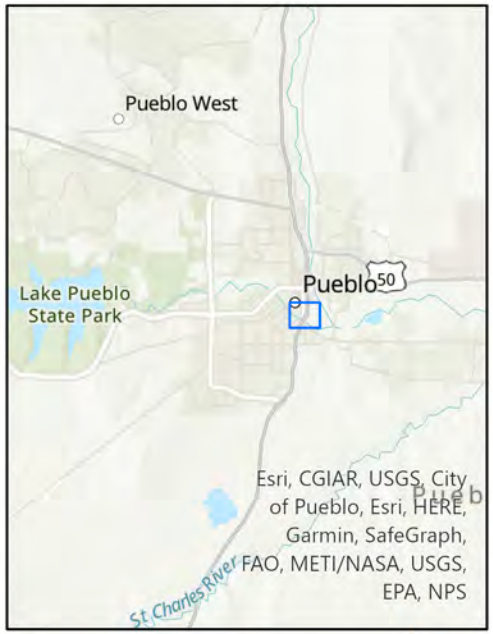
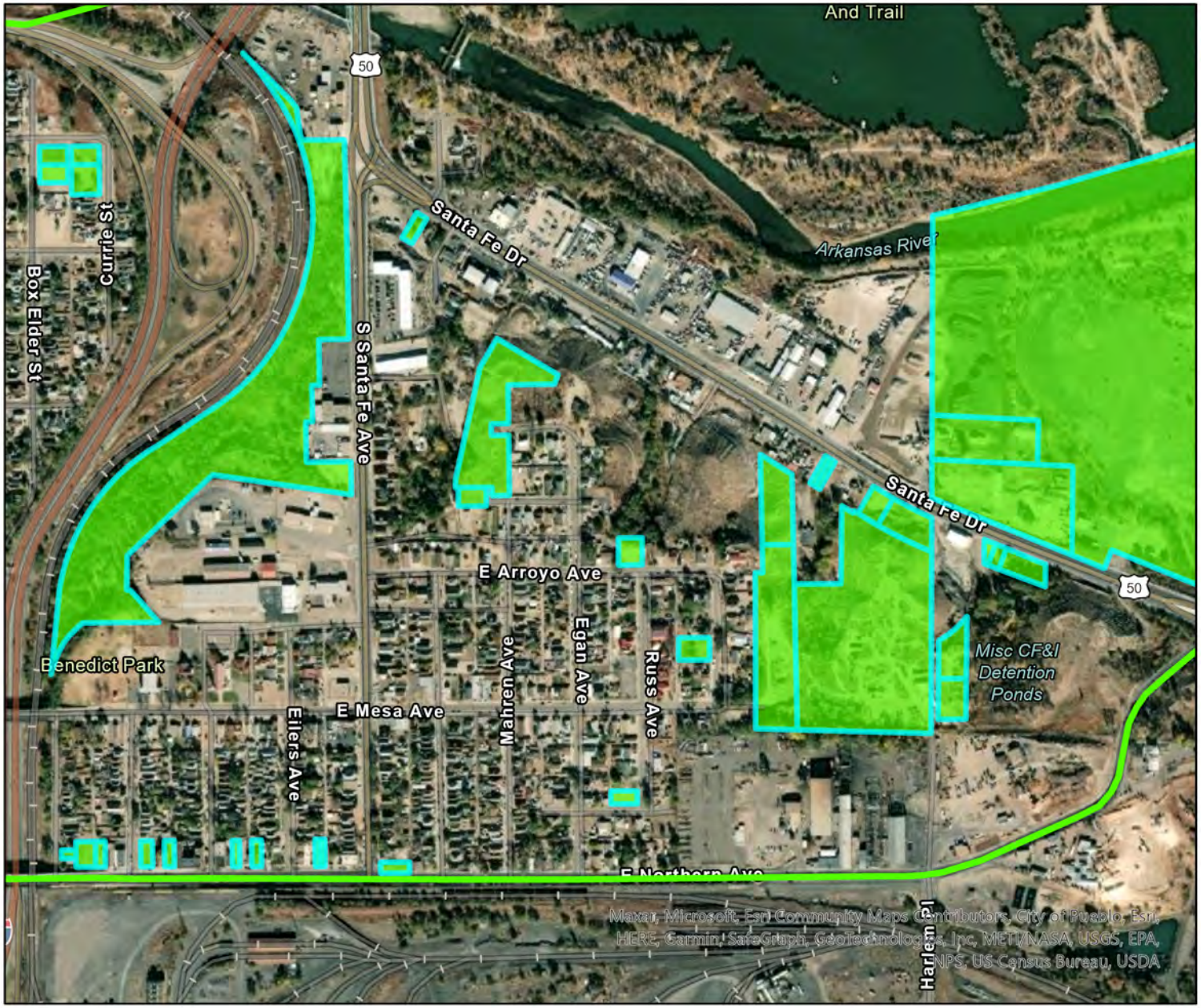
Phase 1 Revitalization: Grove Neighborhood

Colorado Smelter Urban Renewal Plan Area

Phase 1 Parcels



Phase 1 Revitalization: Eilers Heights/Bojon Town



Colorado Smelter Urban Renewal Plan Area

Phase 1 Parcels

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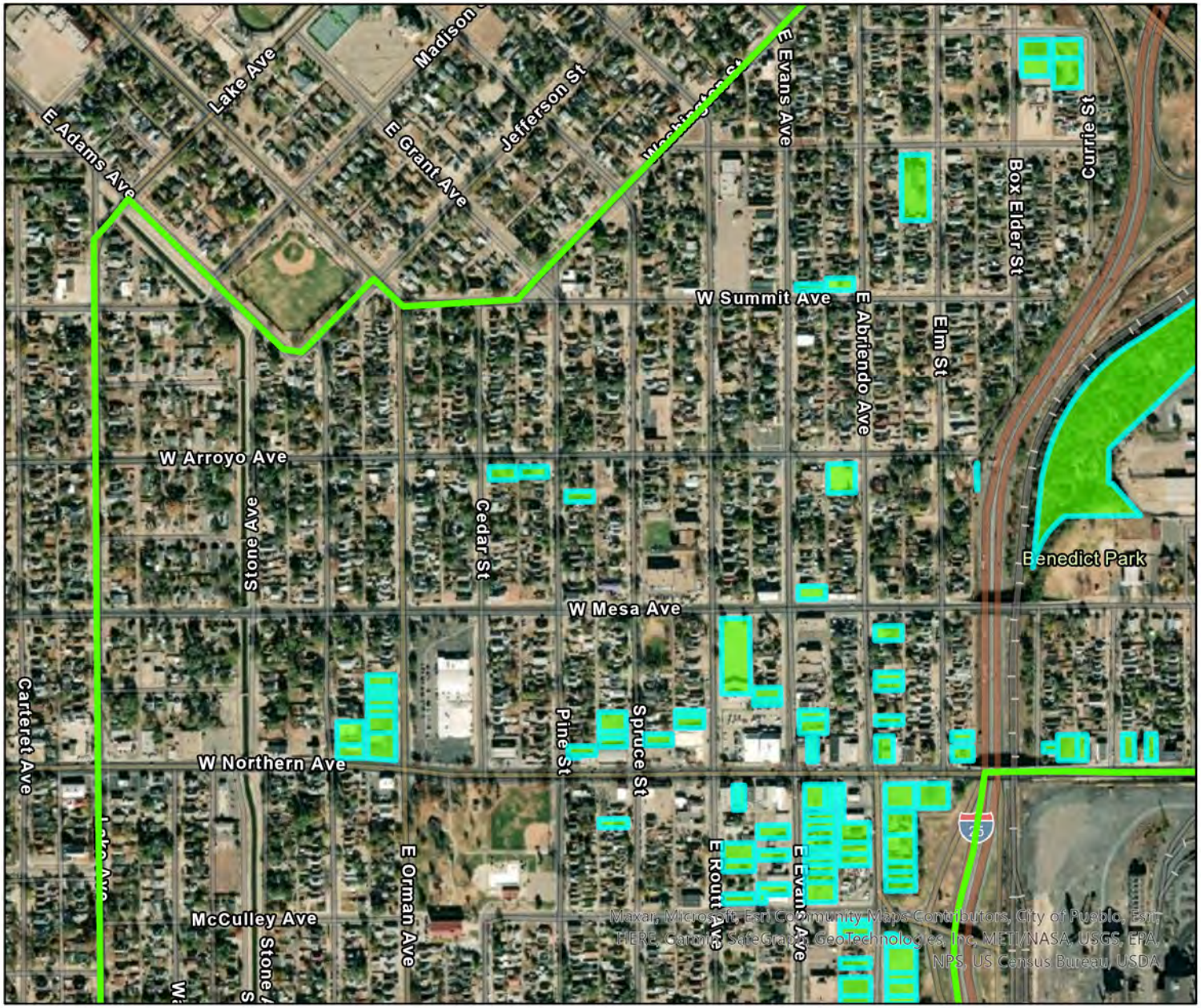
Phase 1 Revitalization: Bessemer North Neighborhood



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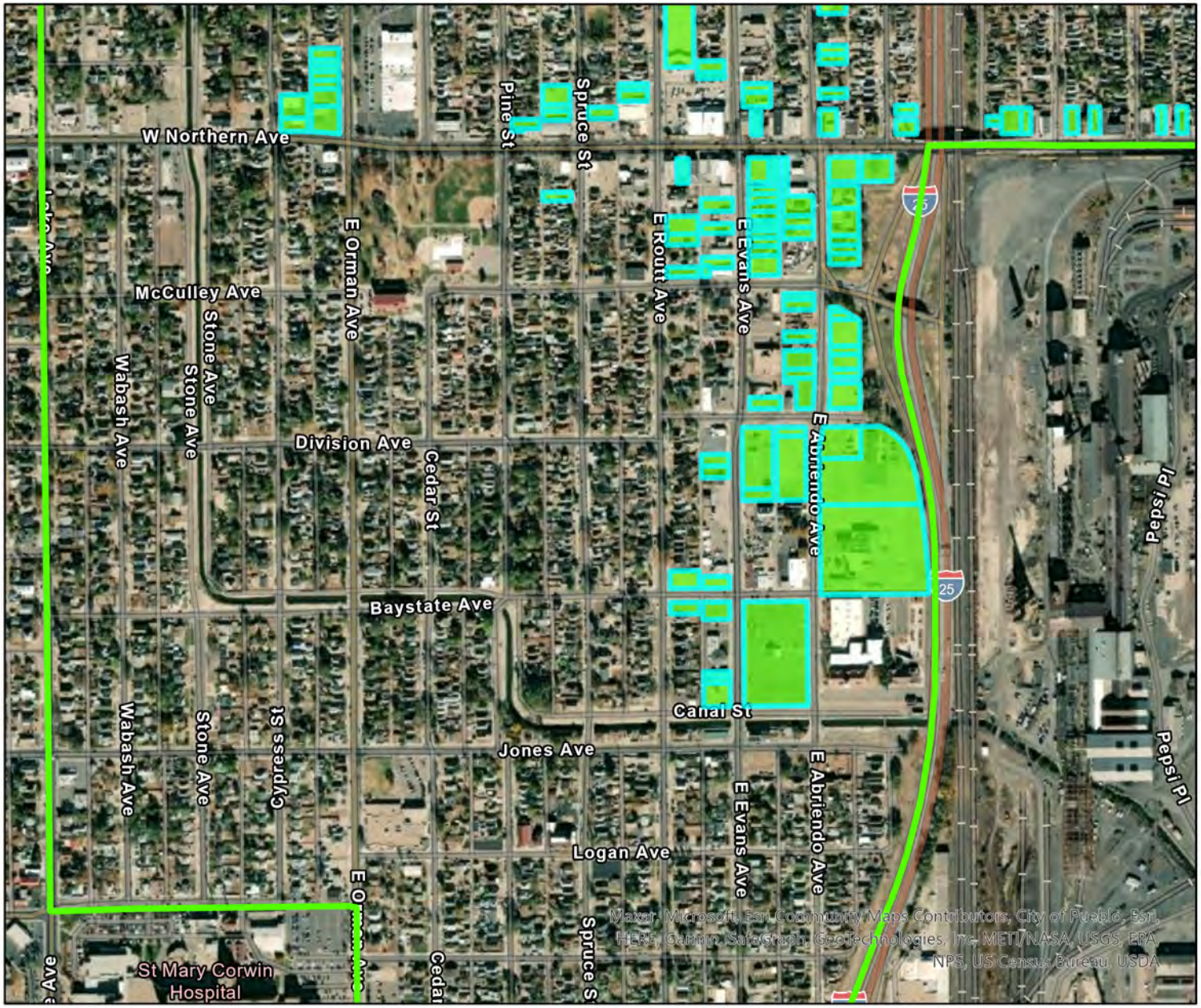
Phase 1 Revitalization: Bessemer South Neighborhood



Colorado Smelter Urban Renewal Plan Area

Phase 1 Parcels

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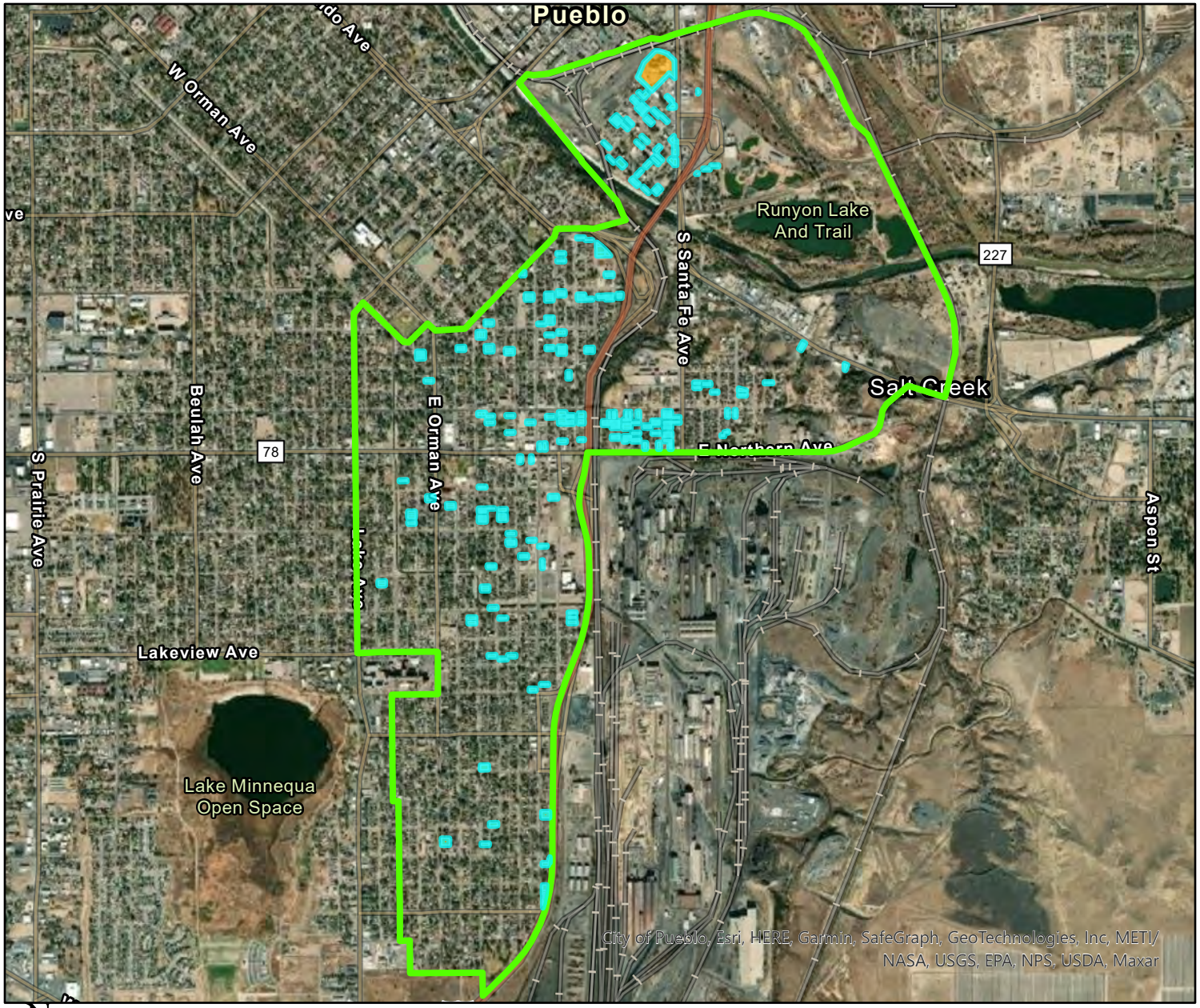
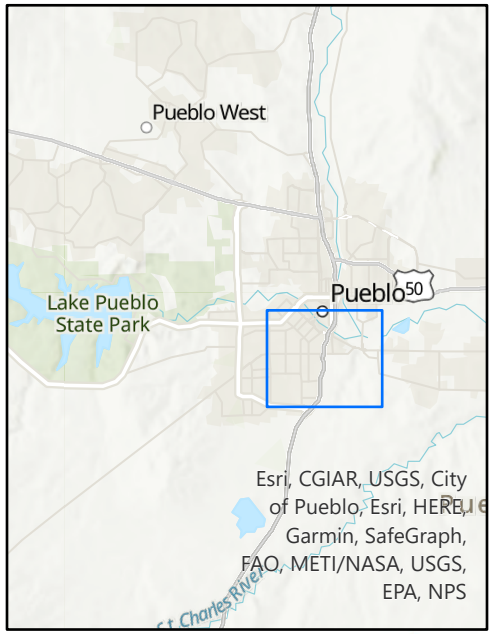
Phase 1 Revitalization: Southern Extent

Colorado Smelter URA Plan: Phase 2 Revitalization Map



Colorado Smelter Urban Renewal Plan Area

Phase 2 Parcels



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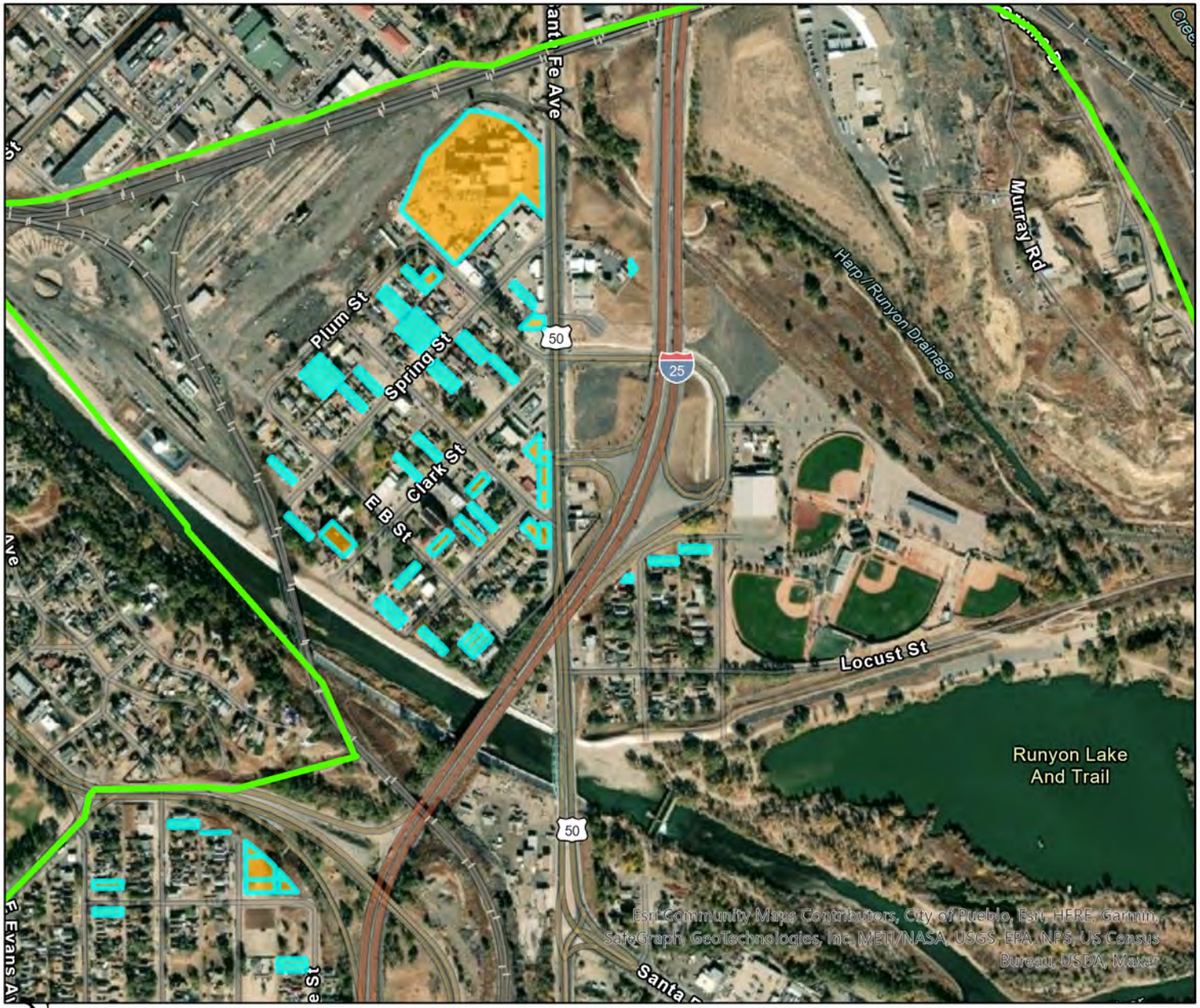
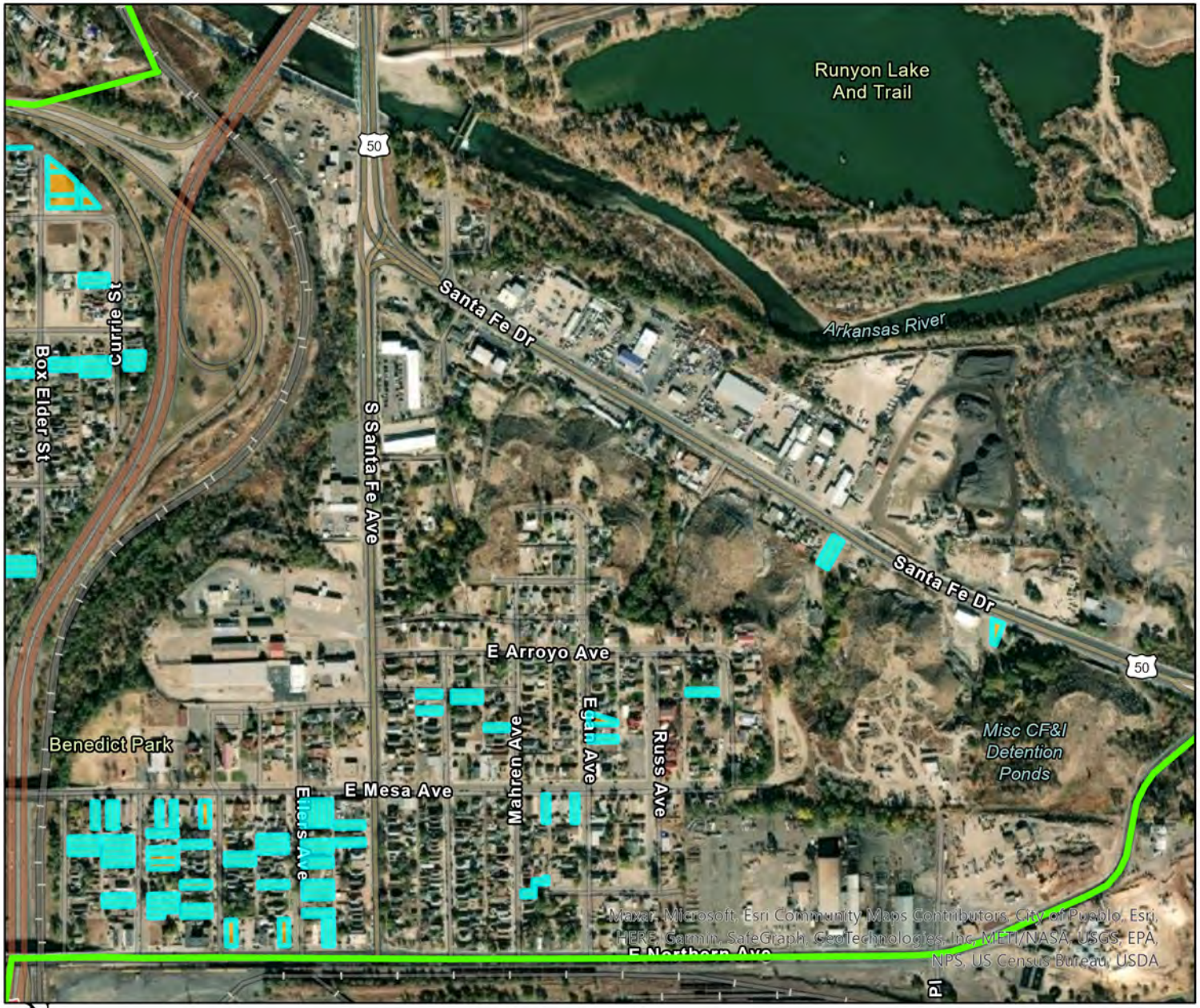
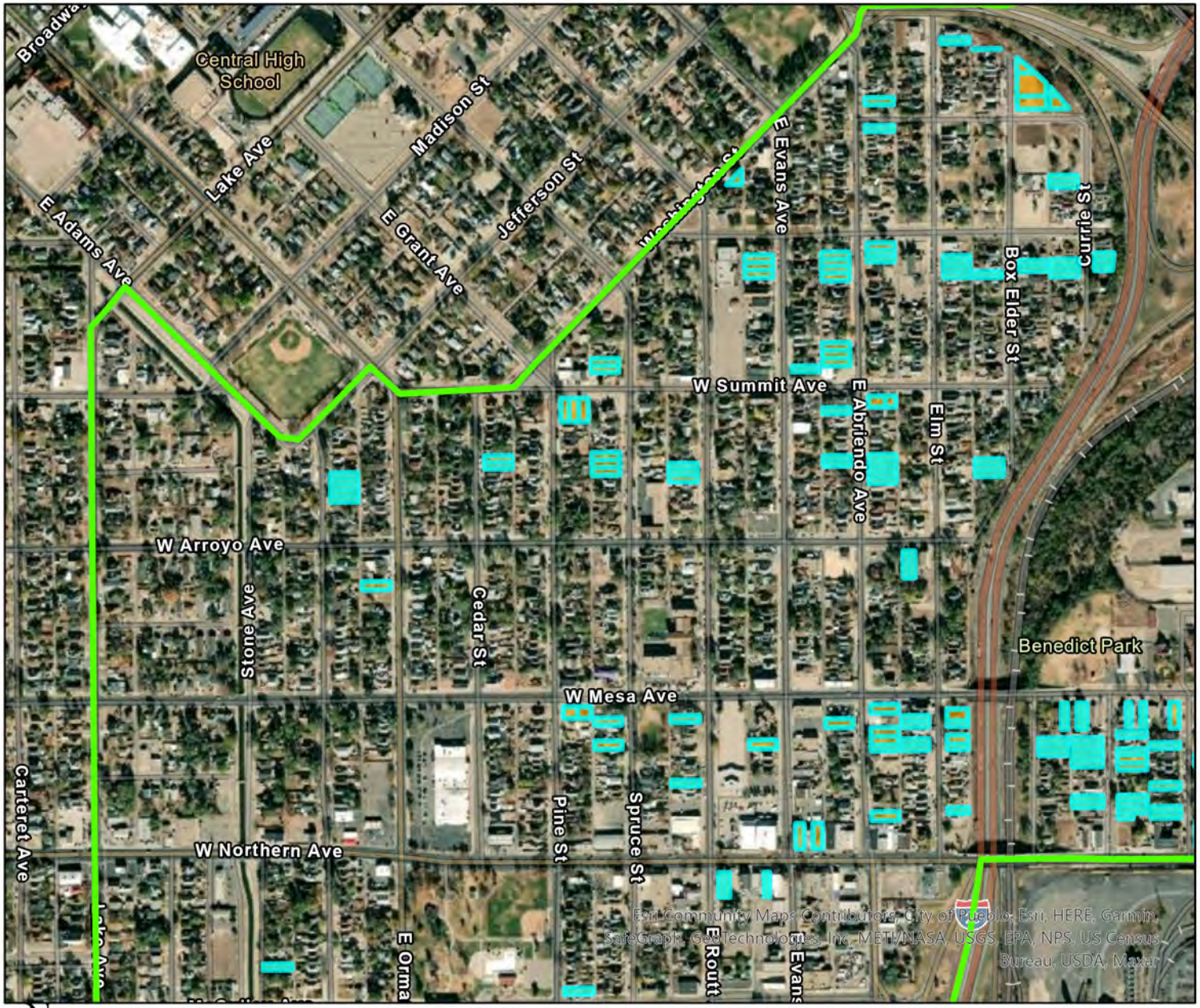
Phase 2 Revitalization: Grove Neighborhood



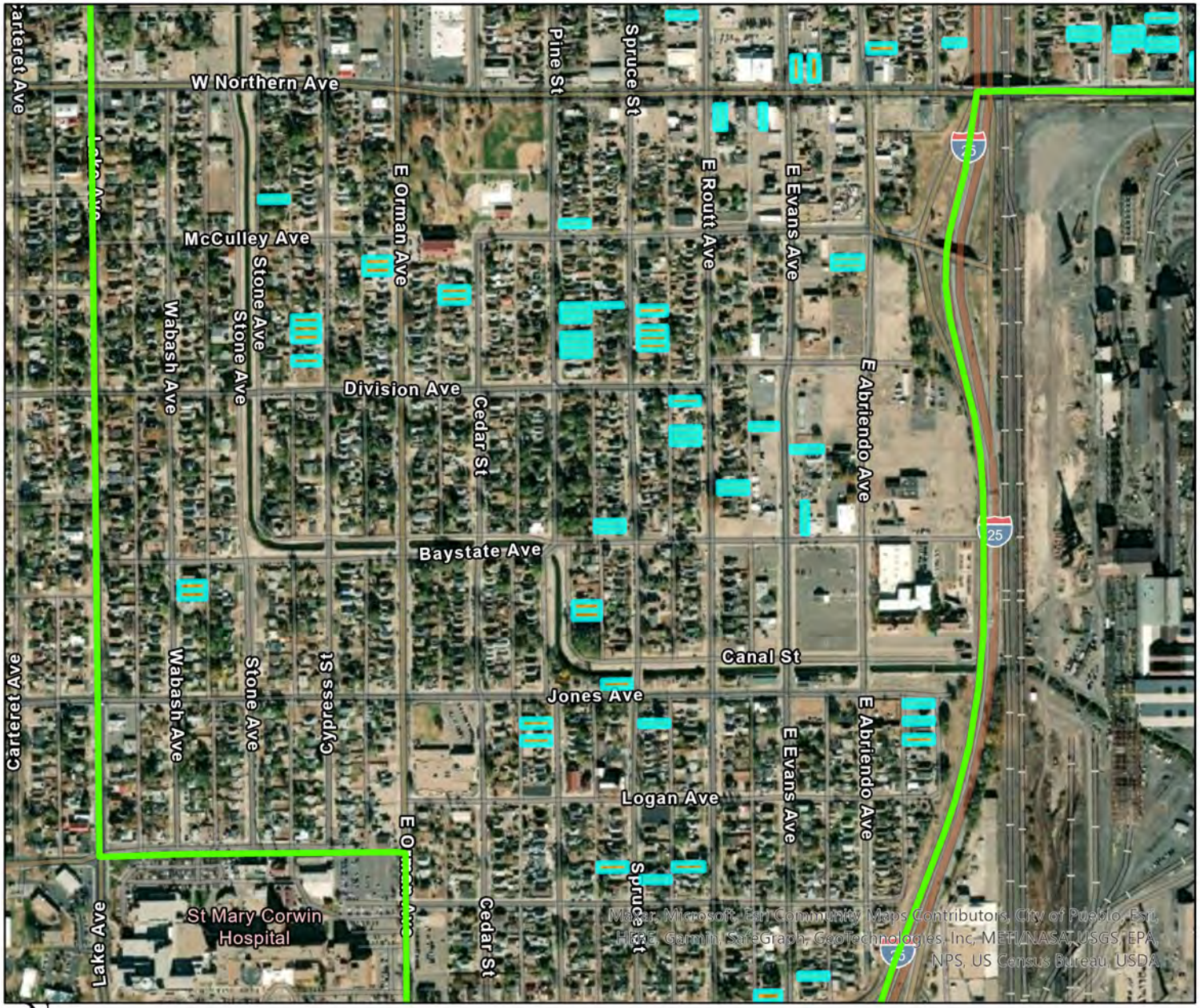
Phase 2 Revitalization: Eilers Heights/Bojon Town



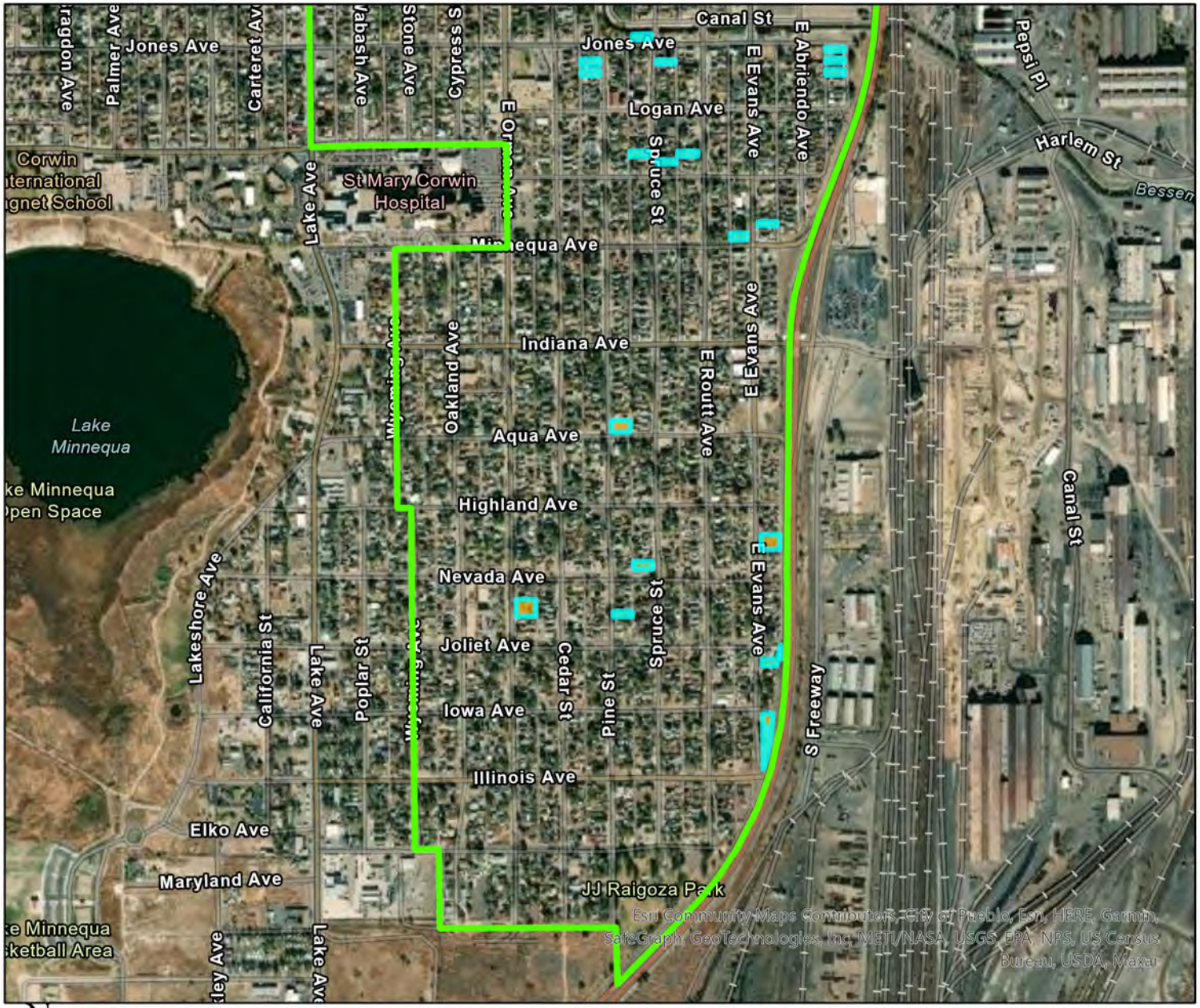
Phase 2 Revitalization: Bessemer North Neighborhood



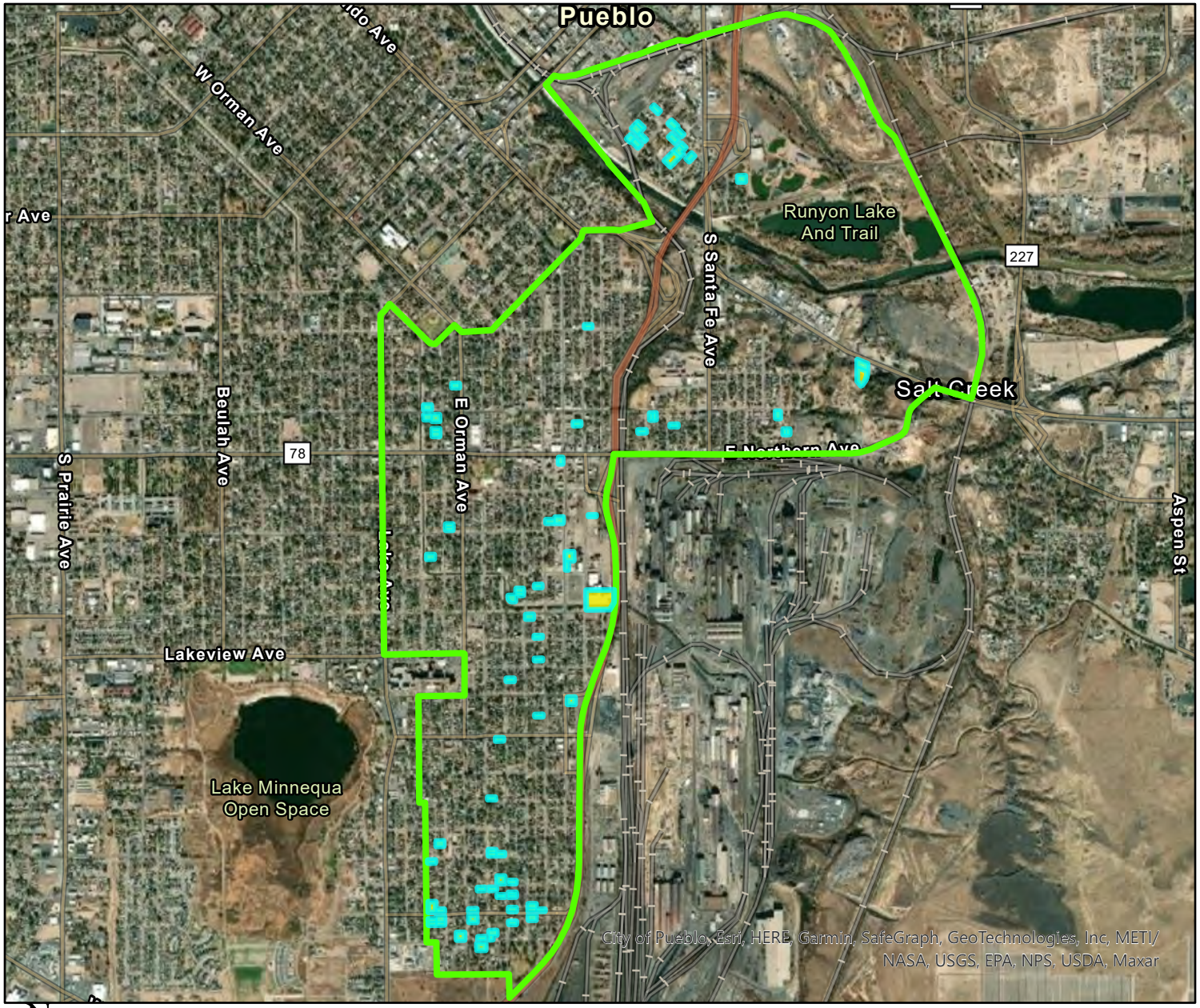
Phase 2 Revitalization: Bessemer South Neighborhood



Phase 2 Revitalization: Southern Extent

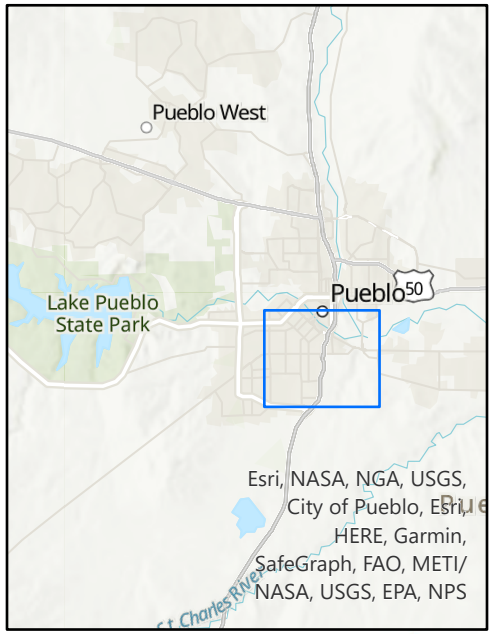


Colorado Smelter URA Plan: Phase 3 Revitalization Map



Colorado Smelter Urban Renewal Plan Area

Phase 3 Parcels



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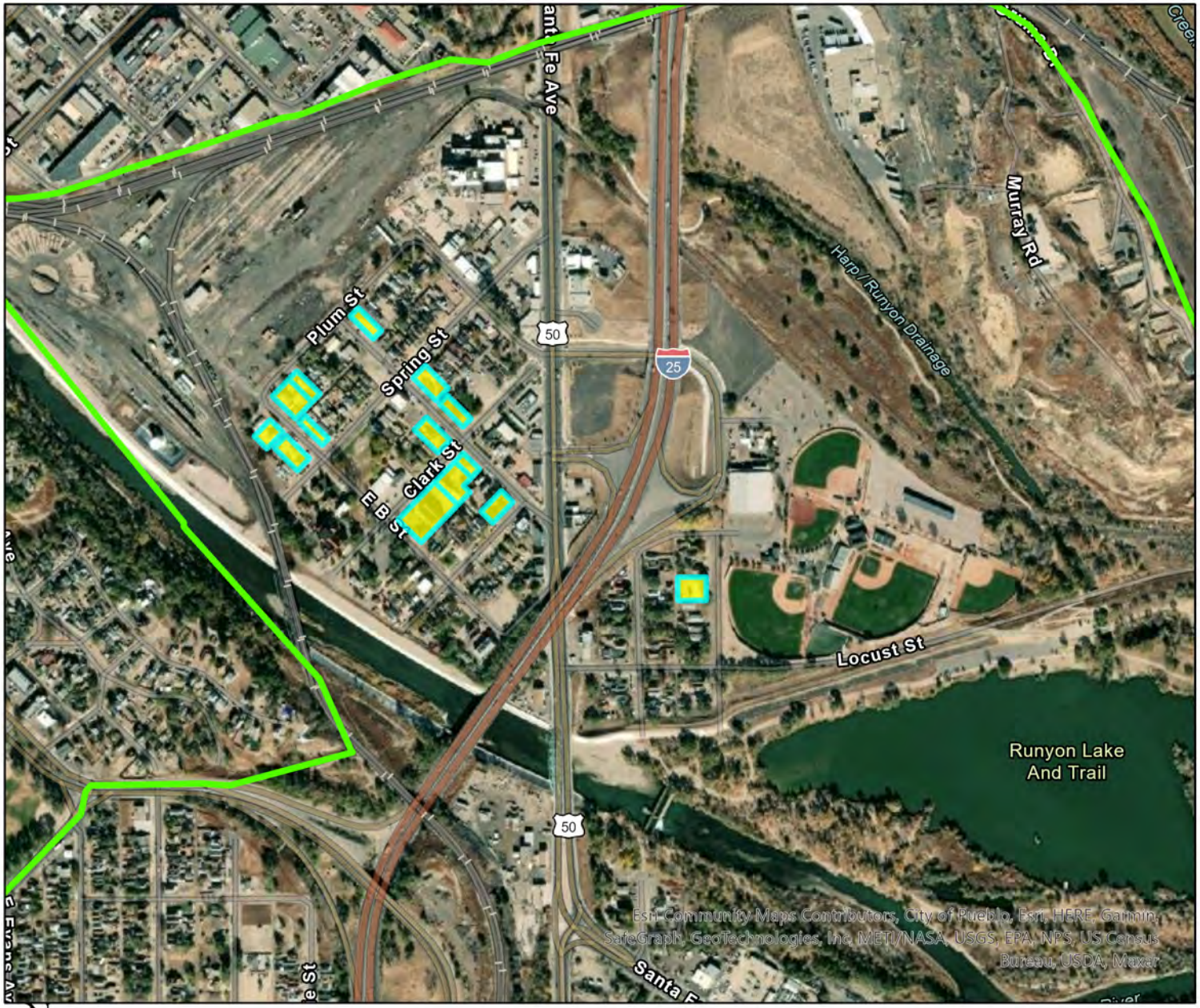
Phase 3 Revitalization: Grove Neighborhood



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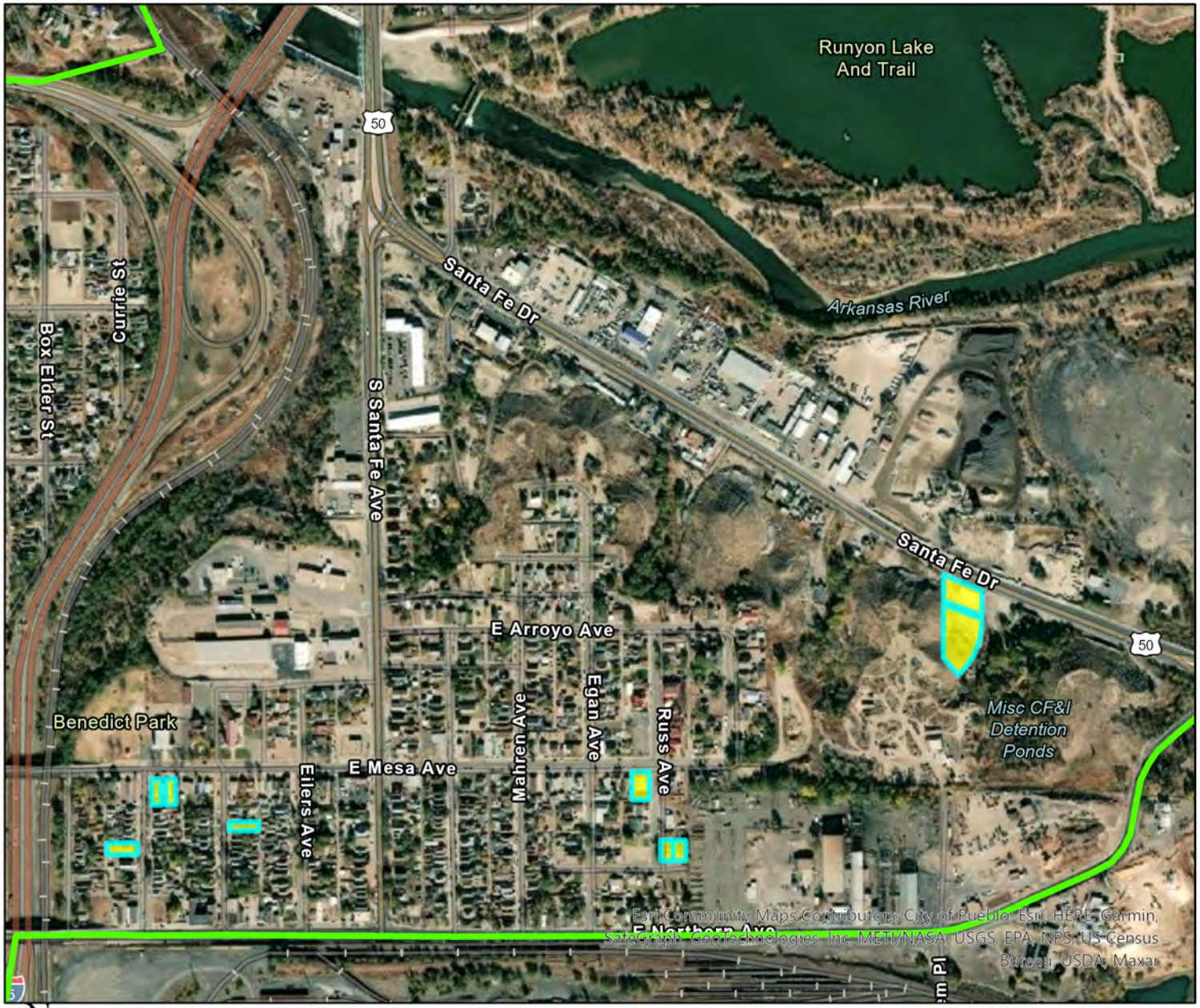
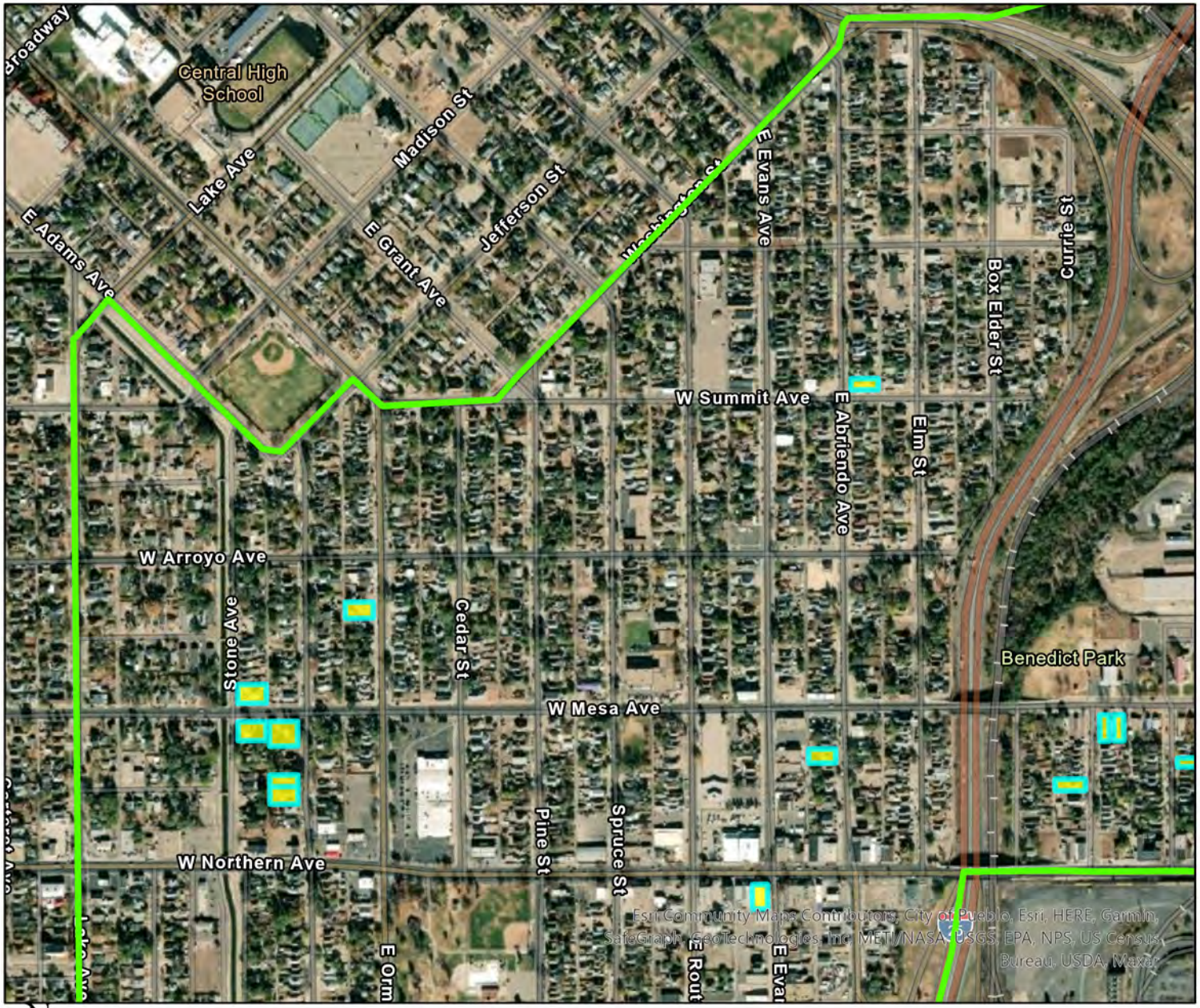
Phase 3 Revitalization: Eilers Heights/Bojon Town



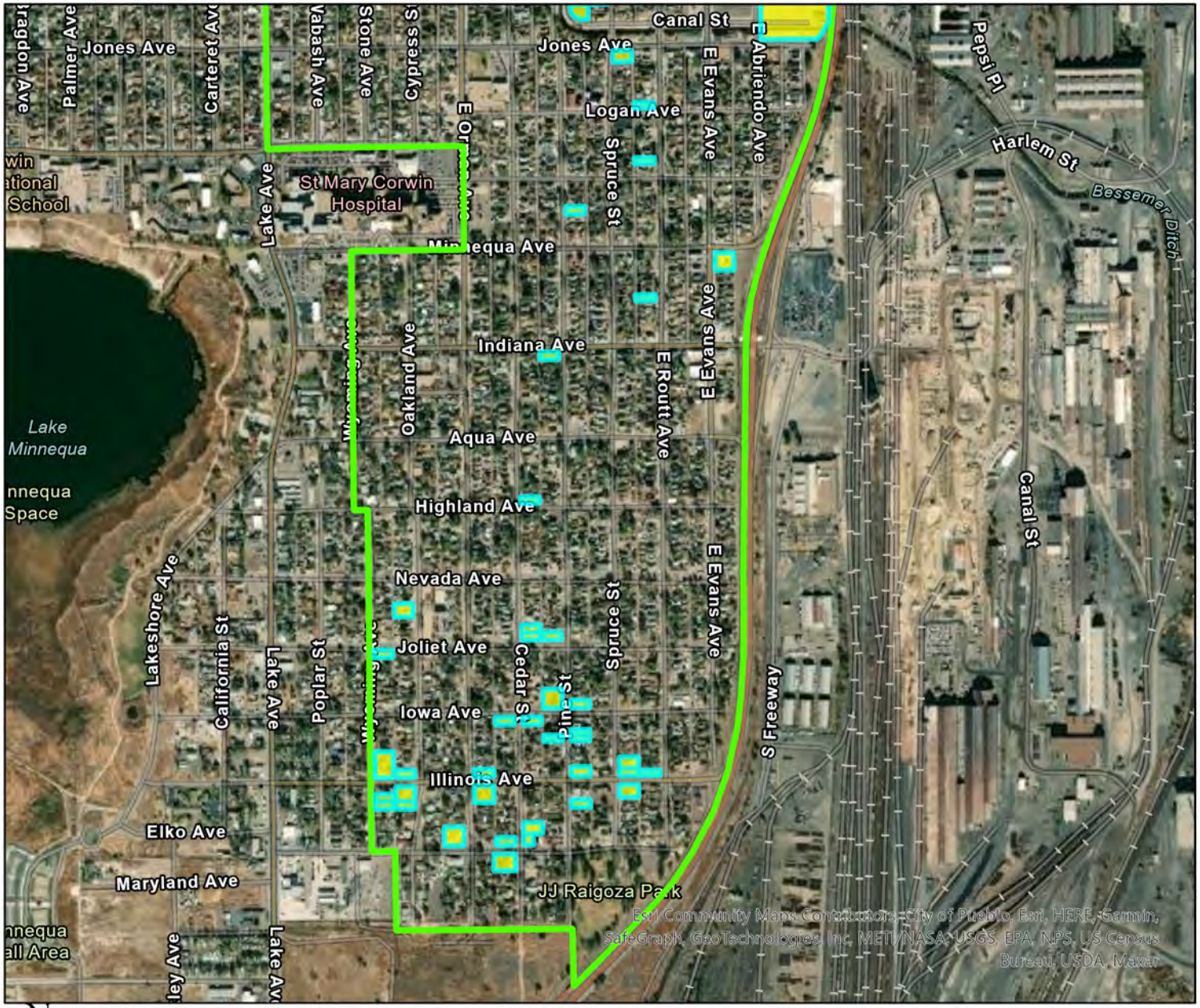
Colorado Smelter Urban Renewal Plan Area

Phase 3 Parcels

Phase 3 Revitalization: Bessemer North Neighborhood



Phase 3 Revitalization: Southern Extent



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Appendix B

Tax Increment Financing Pro Forma

Colorado Smelter URA Plan

Combined Annual Proforma	*PHASE*	-	-	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	Last Assessment
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Absorption Schedule																											
Revitalization Phase 1																											
Residential Units		-	-	10.75	10.75	10.75	10.75	10.75	10.75	10.75	10.75																-
Commercial SF		-	-	90,083	90,083	90,083	90,083	90,083	90,083	90,083	90,083																-
Revitalization Phase 2																											
Residential Units		-	-									17	17	17	17	17	17	17	17								-
Commercial SF		-	-									12,466	12,466	12,466	12,466	12,466	12,466	12,466	12,466								-
Revitalization Phase 3																											
Residential Units		-	-																	(2)	(2)	(2)	(2)	(2)	(2)	(2)	
Commercial SF		-	-																	14,724	14,724	14,724	14,724	14,724	14,724	14,724	
Total Residential Units		-	-	11	22	32	43	54	65	75	86	103	121	138	156	173	190	208	225	223	221	219	217	215	213	211	211
Total Commercial SF		-	-	90,083	180,167	270,250	360,333	450,417	540,500	630,584	720,667	733,133	745,599	758,065	770,531	782,996	795,462	807,928	820,394	835,118	849,841	864,565	879,289	894,012	908,736	923,460	923,460
Project Assessed Value																											
Revitalization Phase 1		-		4,174,411.31	4,174,411.31	4,174,411.31	4,174,411.31	4,174,411.31	4,174,411.31	4,174,411.31	4,174,411.31																-
Revitalization Phase 2		-										627,923	627,923	627,923	627,923	627,923	627,923	627,923	627,923								-
Revitalization Phase 3		-																		523,032	523,032	523,032	523,032	523,032	523,032	523,032	
Estimated Increment																											
Annual NET AV (Assessed Value)		**$ -**	**$ -**	**$ 4,174,411**	**$ 4,174,411**	**$ 4,174,411**	**$ 4,174,411**	**$ 4,174,411**	**$ 4,174,411**	**$ 4,174,411**	**$ 4,174,411**	**$ 627,923**	**$ 627,923**	**$ 627,923**	**$ 627,923**	**$ 627,923**	**$ 627,923**	**$ 627,923**	**$ 627,923**	**$ 523,032**	**$ 523,032**	**$ 523,032**	**$ 523,032**	**$ 523,032**	**$ 523,032**	**$ 523,032**	**$ -**
Inflation Factor	3%																										
Total NET AV (Inflation Adjusted)		$ -	$ -	$ 4,174,411	$ 8,599,287	$ 12,773,699	$ 17,456,553	$ 21,630,965	$ 26,579,537	$ 30,753,948	$ 35,976,211	$ 36,604,133	$ 38,349,017	$ 38,976,940	$ 40,793,008	$ 41,420,931	$ 43,310,319	$ 43,938,242	$ 45,903,149	$ 46,426,181	$ 48,357,690	$ 48,880,722	$ 50,885,867	$ 51,408,899	$ 53,489,890	$ 54,012,922	$ 55,633,310
Estimated Base																											
Existing Taxable Value		$ 40,916,432	$ 42,143,925	$ 42,143,925	$ 43,408,243	$ 43,408,243	$ 44,710,490	$ 44,710,490	$ 46,051,805	$ 46,051,805	$ 47,433,359	$ 47,433,359	$ 48,856,360	$ 48,856,360	$ 50,322,050	$ 50,322,050	$ 51,831,712	$ 51,831,712	$ 53,386,663	$ 53,386,663	$ 54,988,263	$ 54,988,263	$ 56,637,911	$ 56,637,911	$ 58,337,048	$ 58,337,048	$ 60,087,160
Inflation Factor	3%																										
Incremental Property Tax Value		$ -	$ (1,227,493)	$ 2,946,918	$ 6,107,477	$ 10,281,888	$ 13,662,495	$ 17,836,907	$ 21,444,164	$ 25,618,576	$ 29,459,284	$ 30,087,206	$ 30,409,090	$ 31,037,012	$ 31,387,390	$ 32,015,312	$ 32,395,039	$ 33,022,962	$ 33,432,918	$ 33,955,950	$ 34,285,859	$ 34,808,891	$ 35,164,388	$ 35,687,420	$ 36,069,273	$ 36,592,306	$ 36,462,582
Project Sales Tax																											
Annual Sales Per SF	$250																										
Retail SF		-	-	45,042	45,042	45,042	45,042	45,042	45,042	45,042	45,042	6,233	6,233	6,233	6,233	6,233	6,233	6,233	6,233	7,362	7,362	7,362	7,362	7,362	7,362	7,362	-
Sales Tax %	3.0%																										
Total Retail SF		-	-	45,042	90,083	135,125	180,167	225,208	270,250	315,292	360,333	366,566	372,799	379,032	385,265	391,498	397,731	403,964	410,197	417,559	424,921	432,283	439,644	447,006	454,368	461,730	461,730
Estimated Annual Sales Tax		-	-	337,813	675,625	1,013,438	1,351,250	1,689,063	2,026,876	2,364,688	2,702,501	2,749,248	2,795,995	2,842,742	2,889,489	2,936,237	2,982,984	3,029,731	3,076,478	3,131,692	3,186,905	3,242,119	3,297,333	3,352,546	3,407,760	3,462,974	3,462,974
Incremental Sales Tax		-	-	337,813	675,625	1,013,438	1,351,250	1,689,063	2,026,876	2,364,688	2,702,501	2,749,248	2,795,995	2,842,742	2,889,489	2,936,237	2,982,984	3,029,731	3,076,478	3,131,692	3,186,905	3,242,119	3,297,333	3,352,546	3,407,760	3,462,974	3,462,974

Colorado Smelter TIF Estimates	*Plan Yr -->*	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
Property Tax																											
Total Incremental Taxable Value		$ -	$ -	$ 2,946,918	$ 6,107,477	$ 10,281,888	$ 13,662,495	$ 17,836,907	$ 21,444,164	$ 25,618,576	$ 29,459,284	$ 30,087,206	$ 30,409,090	$ 31,037,012	$ 31,387,390	$ 32,015,312	$ 32,395,039	$ 33,022,962	$ 33,432,918	$ 33,955,950	$ 34,285,859	$ 34,808,891	$ 35,164,388	$ 35,687,420	$ 36,069,273	$ 36,592,306	$ 36,462,582
TIF Mill Levy	97.705																										
Annual TIF Estimate		**$ -**	**$ -**	**$ 287,929**	**$ 596,731**	**$ 1,004,592**	**$ 1,334,894**	**$ 1,742,755**	**$ 2,095,202**	**$ 2,503,063**	**$ 2,878,319**	**$ 2,939,670**	**$ 2,971,120**	**$ 3,032,471**	**$ 3,066,705**	**$ 3,128,056**	**$ 3,165,157**	**$ 3,226,508**	**$ 3,266,563**	**$ 3,317,666**	**$ 3,349,900**	**$ 3,401,003**	**$ 3,435,737**	**$ 3,486,839**	**$ 3,524,148**	**$ 3,575,251**	**$ 3,562,577**
Discount Rate	7%																										
NPV	**$22,865,186.20**																										
Sales Tax																											
Retail SF		-	-	45,042	90,083	135,125	180,167	225,208	270,250	315,292	360,333	366,566	372,799	379,032	385,265	391,498	397,731	403,964	410,197	417,559	424,921	432,283	439,644	447,006	454,368	461,730	461,730
Estimated Annual Sales Tax		$ -	$ -	$ 337,813	$ 675,625	$ 1,013,438	$ 1,351,250	$ 1,689,063	$ 2,026,876	$ 2,364,688	$ 2,702,501	$ 2,749,248	$ 2,795,995	$ 2,842,742	$ 2,889,489	$ 2,936,237	$ 2,982,984	$ 3,029,731	$ 3,076,478	$ 3,131,692	$ 3,186,905	$ 3,242,119	$ 3,297,333	$ 3,352,546	$ 3,407,760	$ 3,462,974	$ 3,462,974
Sales Tax TIF %	100%																										
Estimated Sales Tax TIF		$ -	$ -	$ 337,813	$ 675,625	$ 1,013,438	$ 1,351,250	$ 1,689,063	$ 2,026,876	$ 2,364,688	$ 2,702,501	$ 2,749,248	$ 2,795,995	$ 2,842,742	$ 2,889,489	$ 2,936,237	$ 2,982,984	$ 3,029,731	$ 3,076,478	$ 3,131,692	$ 3,186,905	$ 3,242,119	$ 3,297,333	$ 3,352,546	$ 3,407,760	$ 3,462,974	$ 3,462,974
Discount Rate	7%																										
NPV	**$21,927,733.86**																										

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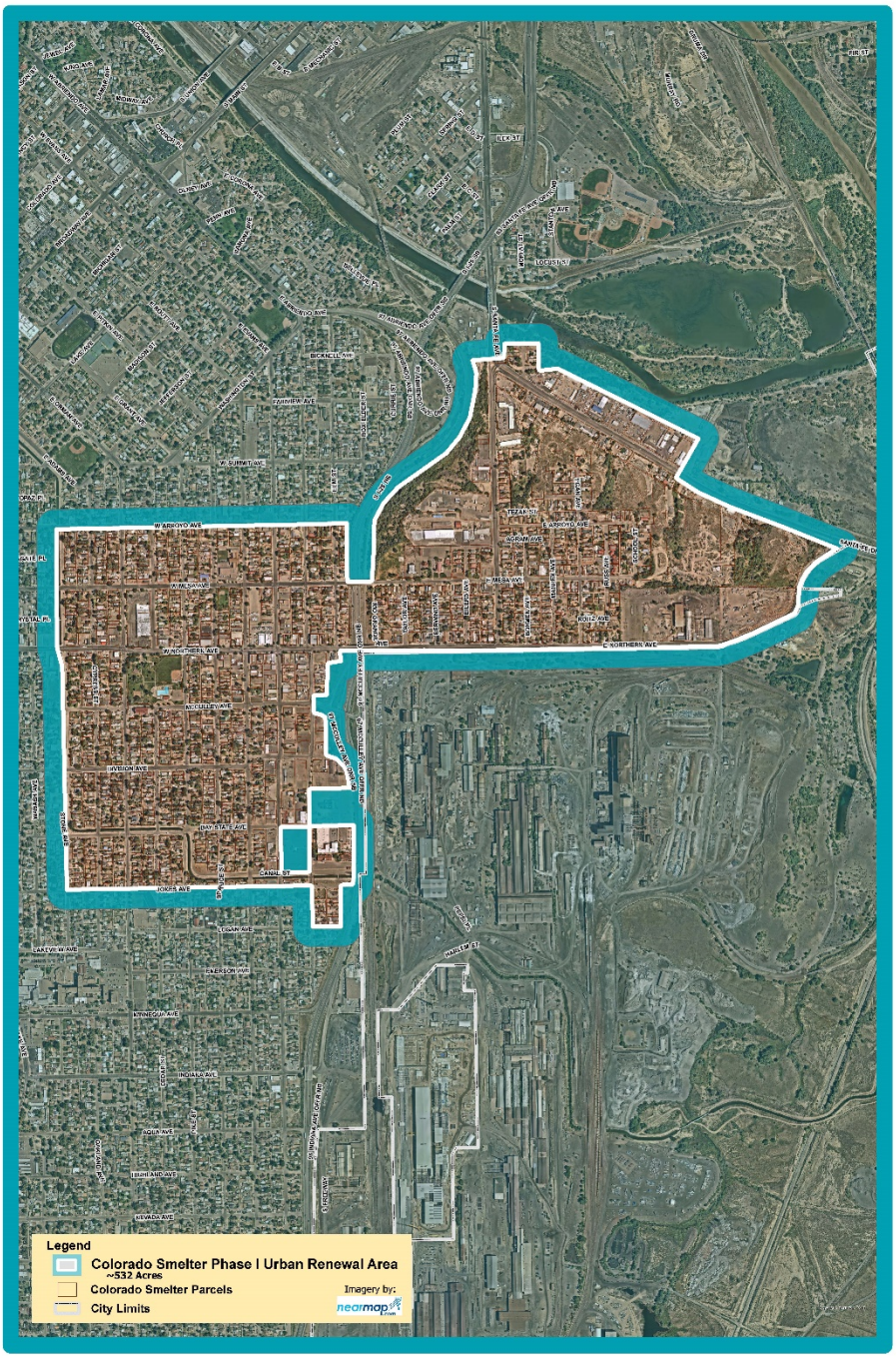

Colorado Smelter Urban Renewal Plan

May 7, 2024

Prepared by:
SEH, Inc.,
Pueblo Urban Renewal Authority

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I. DEFINITIONS

The terms used in this Urban Renewal Plan shall have the following meanings.

Act means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes.

Area or Urban Renewal Area means the area of the City included within the boundaries of this Urban Renewal Plan as descibed in Exhibit A and depicted in Exhibit B.

Authority means the Urban Renewal Authority of Pueblo, Colorado.

City means the City of Pueblo, Colorado.

City Planning means the Department of Planning & Community Development of the City of Pueblo, Colorado.

City Consolidated Plan means the City of Pueblo 2020-2024 Consolidated Plan, approved June 14, 2021, by Ordinance No. 9951.

Colorado Smelter Revitalization Plan means the EPA Region 8 and Superfund Redevelopment Initiative Plan document adopted by the City of Pueblo in June 2020.

Comprehensive Plan means the Pueblo Comprehensive Plan adopted in 2022, as amended.

Plan or Urban Renewal Plan means this urban renewal plan as it may be amended in the future.

Project or Urban Renewal Project means all activities and undertakings described in this Plan.

II. INTRODUCTION

The purpose of this Plan is to implement those provisions of the Comprehensive Plan, the City Strategic Plan, and the Colorado Smelter Revitalization Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help provide important services to the Area, attract private investment, eliminate and prevent conditions of blight, remediate environmental contamination, promote redevelopment and rehabilitation of the urban renewal area, utilize underdeveloped land, and leverage public investment and funding mechanisms to promote redevelopment and rehabilitation, promote redevelopment and rehabilitation of the area by private enterprise, and, where necessary, provide necessary public inftastrucrure to serve the Area.

This Urban Renewal Plan has been proposed for consideration by the City Council of the City pursuant to the provisions of the Act. The administration of the Project and the implementation of the Plan shall be the responsibility of the Authority.

III. URBAN RENEWAL AREA BOUNDARIES

An urban renewal plan area covering portions of the Colorado Smelter Revilatization Plan (CSRP), the EPA Superfund site's Operable Unit 1 and Operable Unit 2, as well as additional parcels that need or will likely attract new investment or reinvestment. The area also includes public right-of-way that may benefit from urban renewal treatment. The Urban Renewal Plan Area encompasses 2,642 acres which includes 4,343 individual parcels.

IV. SUMMARY OF STATUTORY CRITERIA

On January 24, 2022, Pueblo City Council approved Resolution No. 14796, instructing the Pueblo Urban Renewal Authority to conduct a blight study of the area described Colorado Smelter Urban Renewal Plan. Relevant conditions were researched, documented, photographed, and compared with the blight factors pursuant to the Act. The result of the survey is included in a document entitled "Colorado Smelter URA Plan: Conditions Survey" (the Conditions Survey) dated April 5, 2022, consisting of 40 pages, related exhibits, a description of existing conditions, and numerous photographs. The Conditions Survey is incorporated herein in its entirety by this reference.

The Conditions Survey shows that the following factors listed in the Act are present in the Area and that these conditions qualify the Area as a "blighted area" as defined in the Act:

1. Slum, deteriorated, or deteriorating structures.
2. Predominance of defective or inadequate street layout.
3. Faulty lot layout in relation to adequacy, accessibility, size or usefulness.
4. Unsanitary or unsafe conditions.
5. Deterioration of site or other improvements.
6. Unusual topography or inadequate public improvements or utilities.
7. Conditions that endanger life or property by fire or other causes.

8. Buildings that are Unsafe or Unhealthy or unhealthy for persons to live or work in.
9. Environmental contamination of buildings or property; and
10. Substantial physical underutilization or vacancy of sites, buildings, or other improvement.

V. DESCRIPTION OF URBAN RENEWAL PROJECT

This Plan will be implemented as part of a comprehensive program to eliminate and prevent blight in the Colorado Smelter Urban Renewal Area. The Authority and the City, with the cooperation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey, attract new investment within the Urban Renewal Project, and advance the goals outlined in the Colorado Smelter Revitalization Plan.

A. Urban Renewal Plan Goals and the Plan's Relationship to Local and Regional Objectives

1. Goals of the Plan

This Plan has been adopted to achieve the following goals in the Area:

a. To encourage “renewal” throughout the surveyed area by attracting additional investment within the project boundary.
b. To alleviate blight within the boundaries of the project Area.
c. To leverage Tax Increment Financing to help attract new commercial and residential investments within the Plan area that will alleviate blighting conditions.
d. To assist in the Revitalization of the Grove, Eilers Heights/Bojon Town, and Bessemer Neighborhoods.
e. To assit in the environmental remediation efforts surrounding the former smelter site and slag pile.
f. To improve the streetscapes in a way that promotes on-street bike and pedestrian travel while also enhancing lighting, sidewalks, pedestrian safety, parking, sinage, landscaping, bike racks and bus shelters.
g. To invest in culture and community spaces.
h. To create thriving neighborhoods to providing residents with home buying assistance, increasing affordable and accessible housing options, increasing small lot infill development and increasing and diversifying recreation and service amenities.

2. Relationship to the Comprehensive Plan

The Plan conforms with and is designed to implement the following guiding principals, goals, policies and strategies outlined in the Pueblo Area Council of Governments Regional Comprehensive Plan (2022):

a. Guiding Principal 1 – Diverse Lifestyles, Attainable Housing Options.

i. The Plan will help advance regional goals and policies outlined under this guiding principle, including:

1. Goal 1.1 – Expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels.
2. Goal 1.2 – Promote reinvestment in existing neighborhoods – houing stock, infrastrcuture, and amenities.
3. Goal 1.3 – Preserve and expand the supply of workforce and affordable housing within the region.

b. Guiding Principle 4 – Celebrate Pueblo

i. The Plan will help advance regional goals and policies outlined under this guiding principle, including:

1. Goal 4.1 – Protect and Preserve Pueblo County's Historic,
2. Goal 4.6 – Enhance the appearance of public spaces, rights of way, and community gateways.

c. Guiding Principle 5 – A Future Ready Workforce

i. The Plan will help advance regional goals and policies outlined under this guiding principle, including:

1. Goal 5.2 Diversify the region's economic base.

d. Guiding Principle 6 – Grow Smarter

i. The Plan will help advance regional goals and policies outlined under this guiding principle, including:

1. Goal 6.1 – Promote a fiscally and environmentally responsible pattern of growth.
2. Goal 6.2 – Encourage infill and reinvestment in established communities and neighborhoods.

e. Guiding Principle 7 – Strong Local and Regional Connections

i. The Plan will help advance regional goals and policies outlined under this guiding principle, including:

1. Goal 7.3 – Encourage and Prioritize the use of alternative forms of transportation.

3. Relationship to the Colorado Smelter Revitalization Plan

The Plan conforms with and designed to implement the following goals detailed in the EPA Region 8's, City of Pueblo, and BEGIN Network's Colorado Smelter Revitalization Plan:

a) Connectivity and Cultural Heritage – The Plan will help to reconnect the Bessemer, Eilers Heights/Bojon Town and Grove neighborhoods.

This connectivity will be achieved through incentivizing the development of Greenway trails, sidewalk and streetscape improvements, enhancing commercial nodes, and adding cultural heritage signage.

b) Thriving Neighborhoods – The Plan will help revitalize the Bessemer, Eilers Heights/Bojon Town, and the Grove neighborhoods by incentivizing catalyst mixed-use projects and providing funding for residential rehabilitation and affordable housing options.

c) Vibrant Commercial – The Plan will help to identify and incentivize and catlyst public-private project that combines investment in civic space, workforce housing, neighborhood services and streetscape improvements. The Plan will help target investment into commercial corridors with the project area.

B. Land Use Regulations and Building Requirements

The Plan will provide a comprehensive and unified plan to promote and encourage high quality development and redevelopment of the Urban Renewal Plan Area by cooperative efforts of private enterprise and public bodies. Notwithstanding anything in the Plan to the contrary, the development and use of the property within the Urban Renewal Project described in the Plan including, without limitation, land area, land use, design building requirements, timing or procedures applicable to the property, shall besubject to the Pueblo Municipal Code and secondary codes therein adopted by reference, and other applicable standards and regulations of the City of Pueblo ("City Regulations"). Permitted uses for properties in the Urban Renewal Area shall be those uses allowed in the City of Pueblo Land Use Code.

VI. PROJECT ACTIVITIES

The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so.

A. Land Acquisition

To carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation. The Authority may acquire any interest in property by any manner available. The Authority may acquire property in the Area for the following reasons: To eliminate or prevent conditions of blight; to carry out one or more objectives of the Plan; to assemble property for redevelopment by private enterprise; for needed public improvements; and for any other lawful purpose authorized by the Plan, the Act or any other applicable law.

Acquisition of property by eminent domain is not authorized unless the City Council approves, by majority vote, the use of eminent domain by the Authority in accordance with the Act and other applicable laws.

B. Relocation

If acquisition of property displaces any individual, family, or business concern, the Authority may assist such party in finding another location, and may, but is not obligated to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine and as may be required by law.

C. Demolition, Clearance and Site Preparation

The Authority may demolish and clear those buildings, structures, and other improvements from property it acquires if such buildings, structures, and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may provide rough and finished site grading and other site preparation services as part of a comprehensive redevelopment program.

D. Property Management

During such time as any property is acquired by the Authority, for disposition for redevelopment, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation. Notwithstanding the foregoing, the Authority may acquire property, develop, construct, maintain, and operate thereon buildings, and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

E. Public Improvements

The Authority will cooperate with the City and other public bodies to install, repair or replace necessary public infrastructure including, but not limited to, public streets, ADA accessible routes, stomwater improvements outside the scope of the City Storm Water Enterprise, park and recreation amenities and multi-use recreational trails in the Area.

F. Land Disposition, Redevelopment and Rehabilitation

The Authority may dispose of property it acquires by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers.

The Authority may also enter into owner participation agreements with property owners in the Area for the development, redevelopment, or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners.

The Authority may develop, construct, maintain, and operate buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

1. Compliance with the Plan and, if adopted by the Authority, the Design Guidelines and Standards and City codes and ordinances.

2. Covenants to begin and complete development, construction, or rehabilitation of both public and private iruprovements within a period of time deemed to be reasonable by the Authority.

3. The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

G. Cooperation Agreements

For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the City or other public bodies. Without limitation,such agreements may include project financing and implementation; design, location and construction of public improvements; and any other matters required to carry out this Project. It is recognized that cooperation with the City, other municipalities and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, and timing of public and private improvements within and outside of the Area to properly and efficiently carry out the goals and objectives of this Plan.

H. Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan in the Area may be undertaken and perfomed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any and all applicable laws.

VII. PROJECT FINANCING

The Authority is authorized to finance activities and undertakings under this Plan by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities; sale of securities; loans, advances and grants from any other available source.

Any and all financing methods legally available to the City, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements described or anticipated in the Plan or in any manner related or incidental to the development of the Urban Renewal Area. Such methods may be combined to finance all or any part of activities and undertakings throughout the Urban Renewal Area. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority

or the City to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue notes, bonds or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Plan. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest, and any premiums due on or in connection with such indebtedness may be paid from any funds available to the Authority.

The Project may be financed by the Authority under the tax allocation financing provions of the Act. Under the tax allocation method of financing the Project, property taxes levied after the effective date of the approval of this Plan upon taxable property in the Urban Renewal Area each year by or for the benefit of each public body that levies property taxes in the Area, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this tax allocation provision, as follows:

Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for such public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Urban Renewal Area, and the effective date of the modification of the Plan shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

Increment Amount

That portion of said property taxes in excess of such base amount shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Project.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

The increment portion of the taxes, as described in this subparagraph 2, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority to finance the Project.

VIII. CHANGES IN APPROVED PLAN

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

IX. MINOR VARIATIONS

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

EXHIBIT A
LEGAL
DESCRIPTION

This Urban Renewal Area contains approximately 560 acres, and is generally described as follows:

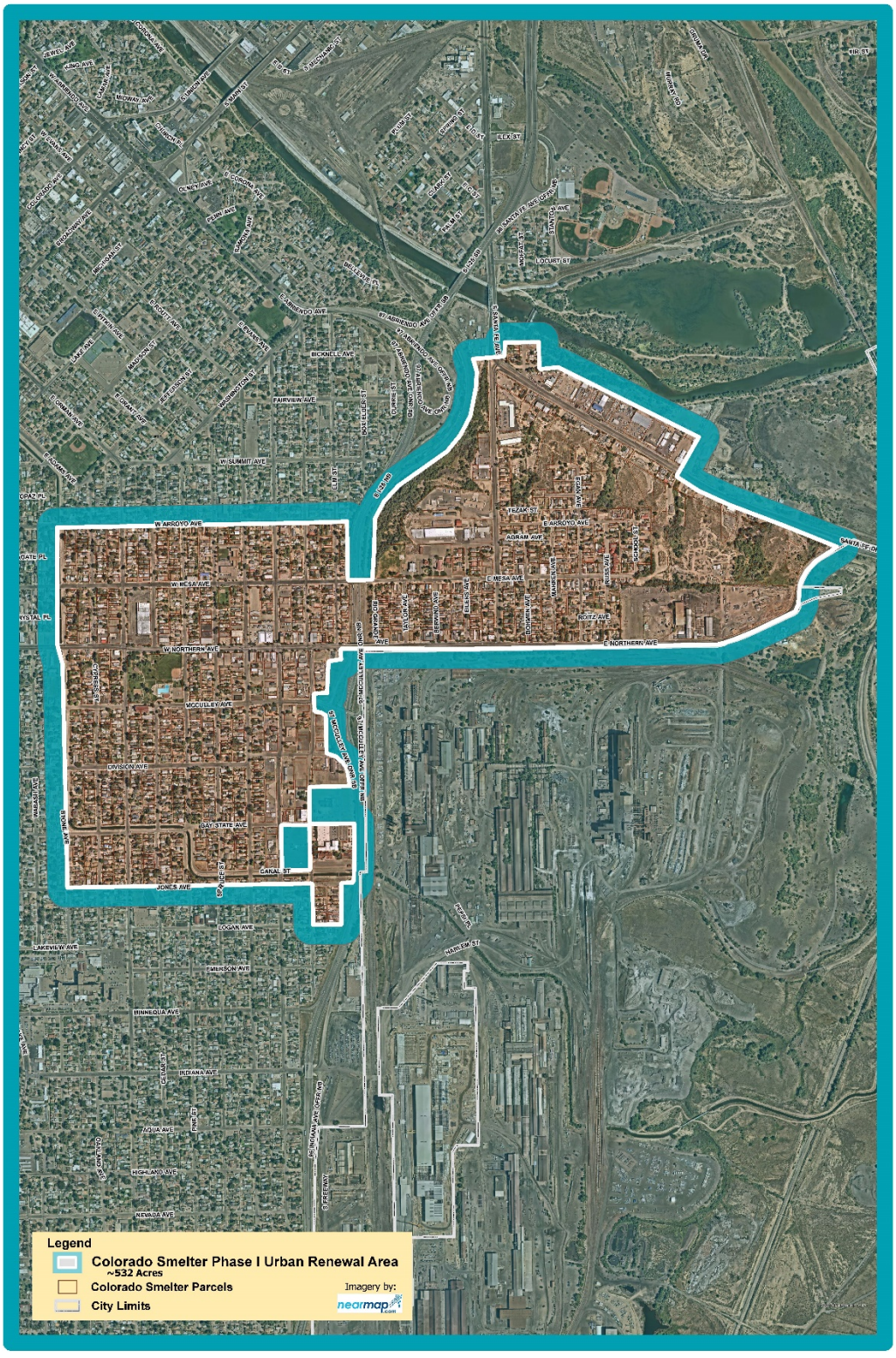
Beginning at the center point of the intersection of Stone Avenue and West Arroyo Avenue; thence easterly along said centerline of West Arroyo to its intersection with Interstate 25; thence easterly across said Interstate 25 right-of-way to the eastern right-of-way line of Interstate 25; thence northeasterly along said eastern right-of-way line of Interstate 25 northeasterly to the southern edge of the Arkansas River Multi-Use Path; thence east-southeasterly along said southern edge of the Arkansas River Multi-Use Path to the eastern right-of-way line of South Santa Fe Avenue; thence south-southeasterly along said eastern right-of-way line of South Santa Fe Avenue to the northern edge of the Lansing Street right-of-way; thence easterly along the northern right-of-way line of Lansing Street to the southern bank of the Arkansas River; thence easterly along said south bank of the Arkansas River to western edge of the Colorado 227 Highway right-of-way line; thence southerly along said Colorado 227 Highway right-of-way line to the centerline of Santa Fe Drive; thence westerly along said centerline of Santa Fe Drive to the intersection Santa Fe Drive and East Northern Avenue; thence west-southwesterly to the western edge of the Interstate 25 right-of-way line; thence south along said western Interstate 25 right-of-way line to the centerline of Logan Avenue; thence west along said centerline of Loagan Avenue to the centerline of East Abriendo Avenue; thence north along said centerline of East Abriendo Avenue to the south right-of way line of Jones Avenue; thence west along said south right-of way line of Jones Avenue to the center point of the intersection of Jones Avenue and East Stone Avenue; thence north from said center point of the intersection of Jones Avenue and East Stone Avenue along the centerline of the East Stone Avenue right-of-way to the center point of the intersection of Stone Avenue and West Arroyo Avenue said point of beginning.

EXCLUDING the following Parcels Numbers:

140600064, 1406000102, 1406300019, 1406000066, 1406000110, 1406000005, 1406000017, 1406000065, 1406000007, 1512126001, and 1512125007.

EXHIBIT B
MAP

COLORADO SMELTER PROPOSED
URBAN RENEWAL AREA



CITY CLERK
AUG 13 2024
Received

Complaint

In a Pueblo city council meeting on 05/13/2024, Joe Latino alleged a small child was stuck with a used needle found on the ground outside at Bradford Elementary School. The school district has since issued a public statement that this accusation was absolutely false, and Joe Latino was spreading potentially damaging information with no basis in truth. Under Colorado statute () this constitutes slander, a spoken type of defamation published via a third party, which is also against our state and municipal Code of Ethics(). Latino is also associated with a local religious group called "Forging Pueblo", whose goal is to influence local political matters in favor of a "Biblical Worldview" which heavily calls into question ability to lead impartially. Given Latino's history in education, this is very concerning that he would break the law and lie about a school to further his agenda

Colorado law defines defamation as a false or derogatory statement of fact about another person that is communicated to a third party. A defamatory statement is considered libel if it is in written form and slander if it is made in spoken form.

Municipal Code of Ethics

Sect. 1-9-1

(2) Framework and Purpose of Code of Ethics.

a. Framework. This code of ethics should evoke a commitment to maintain high ethical standards. The following provisions form the framework of the essential principles of Pueblo public service conduct and ethics:

2. Objective Judgment. Employ independent, objective judgment in performing duties, deciding all matters on the merits, free from avoidable conflicts of interest and both real and apparent improper influences.

State Constitution

18-8-404. First degree official misconduct.

(1) A public servant commits first degree official misconduct if, with intent to obtain a benefit for the public servant or another or maliciously to cause harm to another, he or she knowingly:

(a) Commits an act relating to his office but constituting an unauthorized exercise of his official function; or

(b) Refrains from performing a duty imposed upon him by law; or

(c) Violates any statute or lawfully adopted rule or regulation relating to his office.

(2) First degree official misconduct is a class 1 misdemeanor.

city of
PUEBLO
colorado

CITY CLERK
AUG 14 2024
Received

OFFICE OF THE CITY CLERK

Citizen Code of Ethics Complaint

I do hereby swear or affirm that the statements attached hereto are true and accurate to the best of my knowledge.

Jason Ford
Signature

Jason Ford
Printed Name

1231 Bohmen Ave
Address

719 415 7992
Phone Number

JFordOfficial89@gmail.com
Email

1 City Hall Place, Pueblo, CO 81003
Phone: (719) 553-2669 | **Fax:** (719) 553-2697