



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

**MONDAY, JANUARY 27, 2025
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 Josh Richardson, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Pueblo Mentoring Celebration Day - January 30, 2025" -
Jesse Sena, Pueblo Mentoring Collaborative

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW AND APPROVAL OF AGENDA

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

I. READING AND APPROVAL OF MINUTES

*Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated
January 13, 2025 , as distributed.*

I1 City Council Minutes January 13, 2025

J. PUBLIC HEARINGS

J1 Petition for annexation – area commonly known as the Pueblo Recreation Resort filing no.
1 annexation described as 79.80-acres of land located north of State Highway 78,
southwest of Ventana subdivision, filing no. 1, and east of the Southside Landfill

This Public Hearing is held for the purpose of determining and finding whether or
not the area proposed for annexation meets the applicable requirements of the Colorado
Revised Statutes §31-12-104 and 105. **Reference Agenda Item M-7 - Resolutions**

**Required Council Action: Open Hearing, Receive Staff and Public Testimony
regarding the applicable requirements for annexation, Close the Hearing**

- J2 Petition for annexation – area commonly known as the Pueblo Recreation Resort filing no. 2 annexation described as 219.76-acres of land located southwest of Ventana Subdivision, filing no. 1, and west of the Westmoor subdivision of unincorporated Pueblo County

This Public Hearing is held for the purpose of determining and finding whether or not the area proposed for annexation meets the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105. **Reference Agenda Item M-8 - Resolutions**

Required Council Action: Open Hearing, Receive Staff and Public Testimony regarding the applicable requirements for annexation, Close the Hearing

K. CONSENT AGENDA

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

L. COMMUNICATIONS

- L1 Minutes of the Planning and Zoning Commission Regular Meeting for 12/11/2024

M. RESOLUTIONS

- M1 A Resolution authorizing the transfer of \$750,000 to Project ED0801, Lease Proceeds Escrow/RMS previously established in the 1992-2026 Sales and Use Tax Capital Improvements Project Fund
- M2 A Resolution awarding an agreement for Professional Services in the amount of \$289,234 to Pinyon Environmental, Inc. a Colorado Corporation, for Project No. 24-136 Provide National Environmental Protection Act (NEPA) for West Side Improvements and authorizing the Purchasing Agent to execute same
- M3 A Resolution Confirming the appointment of Council Members to various Boards and Commissions for the Year 2025
- M4 A Resolution confirming the reappointment by the Mayor of Elizabeth Gallegos to serve a five-year term expiring December 1, 2030, on the Pueblo Urban Renewal Authority
- M5 A Resolution from the City of Pueblo in support of Colorado SB25-004 – regulating child care fees, concerning regulating fees licensed child care centers may charge families
- M6 A Resolution approving a professional services agreement between the City of Pueblo, a Colorado Municipal Corporation, and Stantec Consulting Services, Inc relating to Bid No. 24-115, Consultant for EPA Brownfields Study, for Planning Department and authorizing the Purchasing Agent to execute same
- M7 A Resolution approving and adopting findings and determinations concerning the proposed annexation of the area commonly know as the Pueblo Recreation Resort Filing No. 1 annexation described as 79.80-acres of land located north of State Highway 78, Southwest of Ventana Subdivision, Filing No. 1, and east of the Southside Landfill
- M8 A Resolution approving and adopting findings and determinations concerning the proposed annexation of the area commonly known as the Pueblo Recreation Resort Filing No. 2 annexation described as 219.76-acres of land located southwest of the Ventana Subdivision, Filing No. 1, and west of the Westmoor Subdivision of unincorporated Pueblo County

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving and accepting a grant agreement for the City of Pueblo from the Colorado Department of Transportation, authorizing the Mayor to execute the same, establishing Project No. CI2508, and budgeting and appropriating funds in the amount of \$128,000.00 to Project No. CI2508 to install trail signage
- N2 An Ordinance approving an agreement to buy and sell real estate between The City of Pueblo, a Colorado Municipal Corporation, and Pueblo Urban Renewal Authority, a Public Body Corporate and Politic of The State of Colorado, relating to the sale of property described as Lot 14, Block 46, East Pueblo, Schedule #431120007, 800 Block E 3rd St., Pueblo CO 81001 for an amount of two thousand dollars (\$2,000.00), and authorizing the Mayor to do the same
- N3 An Ordinance authorizing Amendment No. 20 to the agreement for Community Services Planning, Administration, and Accountability Services between The City of Pueblo, a Colorado Municipal Corporation, and The Board of County Commissioners of the County of Pueblo
- N4 An Ordinance approve the memorandum of understanding between the Colorado Department of Public Health and Environment, Air Pollution Control Division and the Pueblo Fire Department and authorizing the Mayor to execute the same
- N5 An Ordinance calling a Special Municipal Election to be held on May 6, 2025, directing that the Special Municipal Election be conducted as part of a coordinated election, adopting for use at the Special Municipal Election the requirements and procedures of the Uniform Election Code of 1992 except to the extent the Uniform Election Code of 1992 conflicts with a specific provision of the Charter of the City of Pueblo, and suspending for such purposes the Pueblo Election Code and all Ordinances and Resolutions of the City in conflict therewith
- N6 An Ordinance amending zoning restrictions to rezone one-acre located at 615 South Pueblo Boulevard from R-2, Single-Family Residential Zone District to B-3, Highway and Arterial Business Zone District
- N7 An Ordinance amending zoning restrictions to rezone .25-acres located at 2600 East 8th Street from B-2, Subregional Business Zone District to R-4, Mixed Residential Zone District
- N8 An Ordinance amending zoning restrictions to rezone .15-acres located at 915 Nevada Avenue from R-2, Single-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for February 10, 2025, 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 2025 general fund budget to the Pueblo Chamber of Commerce in the amount of \$1,000 to sponsor a table at the Annual Gala & Citizen of the Year Presentation on Friday, January 31, 2025 at 6:00 pm at the Pueblo Convention Center

- Q2 A Resolution authorizing payment from the Council Contingencies account in the 2025 general fund budget to Mt. Carmel Veterans Service Center in the amount of \$2,000 to sponsor a table at the Salute to Heroes event on Thursday, January 9, 2025 at 4 pm at PCC

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance approving an agreement in the amount of one hundred thousand dollars to provide eviction prevention assistance between The County of Pueblo and The City of Pueblo, a Colorado Municipal Corporation, and authorizing the Mayor to execute same - *Introduced January 13, 2025 by Councilor Brett Boston*
- R2 An Ordinance amending section 17-2-2, section 17-4-15 and section 17-4-51 of Chapter 4 of Title XVII of the Pueblo Municipal Code relating to natural medicine - *Introduced January 13, 2025 by Councilor Brett Boston*
- R3 An Ordinance approving a Cooperation Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the U.S. Environmental Protection Agency in the amount of \$750,000, establishing project number PL2501, and budgeting and appropriating funds in the amount of \$750,000 relating to the EPA Brownfields Multipurpose Grant, and authorizing the Mayor to execute same - *Introduced January 13, 2025 by Councilor Brett Boston*
- R4 An Ordinance amending the fiscal year 2025 Staffing Ordinance by converting three (3) full-time vacant Fire Fighter positions within the authorized staffing of the Fire Department - *Introduced January 13, 2025 by Councilor Brett Boston*
- R5 An Ordinance relating to and providing for an enhanced tuition reimbursement program for City Employees - *Introduced January 13, 2025 by Councilor Brett Boston*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 An Ordinance annexing unincorporated land commonly known as the Pueblo Recreation Resort Filing No. 1 Annexation to the City of Pueblo described as 79.80-acres of land located north of State Highway 78, southwest of Ventana Subdivision, Filing No. 1, and east of the Southside Landfill - *Introduced January 13, 2025 by Councilor Brett Boston*
- S2 An Ordinance annexing unincorporated land commonly known as the Pueblo Recreation Resort Filing No. 2 Annexation to the City of Pueblo described as 219.76-acres of land located southwest of Ventana Subdivision, Filing No. 1, and west of the Westmoor Subdivision of unincorporated Pueblo County - *Introduced January 13, 2025 by Councilor Brett Boston*

T. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JANUARY 13, 2025 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:15 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Chief of Staff Brian McCain, City Attorney Carla Sikes, City Clerk Marisa Stoller.

E. ELECTION OF 2025 OFFICERS

Roger Gomez, seconded by Joe Latino, nominated Mark Aliff for President.

Sarah Martinez, seconded by Dennis Flores, nominated Dennis Flores for President.

A secret ballot was conducted. Mark Aliff received 4 votes and Dennis Flores received 3 votes. Mark Aliff was declared President.

Dennis Flores, seconded by Brett Boston, nominated Sarah Martinez for Vice President.

Roger Gomez, seconded by Regina Maestri, nominated Brett Boston for Vice President.

A secret ballot was conducted. Brett Boston received 5 votes and Sarah Martinez received 2 votes. Brett Boston was declared Vice President.

President Aliff appointed Roger Gomez as Executive Committee Chair.

F. SPECIAL RECOGNITIONS

F1 PROCLAMATION PRESENTATION: "DR. MARTIN LUTHER KING, JR. DAY -

G. PUBLIC FORUM

- Charlie Fetty - PEDCO and Steel Mill
- Elvis Martinez - CORAS/Spam Fire/PD/Clean-ups
- Rodney Sanders - Catholic Charities Works
- David Cockrell - rescind 16313 - 100% renewables
- Jimmy Duffner - CCHH
- Kathy Nicholas - CSU Pueblo Project

H. COUNCIL MEMBER AND MAYOR COMMENTARY

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

I. REVIEW AND APPROVAL OF AGENDA

The agenda was reviewed page by page.

Councilor Martinez, seconded by Councilor Boston, moved to move item M3 to the regular agenda and to approve the agenda as amended.

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 MEETING MINUTES DECEMBER 23, 2024

Councilor Martinez, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **December 23, 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

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING OR 11/13/2024

M. RESOLUTIONS

M1 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-36) TO BIF IV INTREPID OPCO., LLC., FOR THE PURPOSE OF ALLOWING AN AUTHORIZED STRUCTURE TO BE WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT FOR USE OF THE EXISTING CITY BRIDGE OVER I-25 AND THE RAILROAD BETWEEN ELM STREET AND TAYLOR AVENUE

This Resolution was assigned as 15870.

- M2 A RESOLUTION APPROVING AN AGREEMENT BETWEEN NEIGHBORHOOD HOUSING SERVICES OF PUEBLO, INC., DBA NEIGHBORWORKS OF SOUTHERN COLORADO, INC., A COLORADO NON-PROFIT CORPORATION AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE CONVEYANCE OF PROPERTY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

This Resolution was assigned as 15871.

- M4 A RESOLUTION DESIGNATING PUBLIC PLACES FOR THE POSTING OF NOTICE OF MEETINGS FOR THE PUEBLO CITY COUNCIL FOR THE YEAR 2025**

This Resolution was assigned as 15872.

- M5 A RESOLUTION DESIGNATING A PUBLIC PLACE FOR THE POSTING OF NOTICE OF MEETINGS FOR ALL BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY OF PUEBLO FOR THE YEAR 2025**

This Resolution was assigned as 15873.

- M6 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF THOMAS LUCHIN TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 1, 2027, ON THE PUEBLO HUMAN RELATIONS COMMISSION**

This Resolution was assigned as 15874.

- M7 A RESOLUTION ADOPTING THE 2025 CITY OF PUEBLO THREE-MILE ANNEXATION PLAN FOR THE CITY OF PUEBLO FOR THE PURPOSES OF ANNEXATION AS REQUIRED BY THE MUNICIPAL ANNEXATION ACT OF 1965 AND RESCINDING ALL ANNEXATION MASTER PLANS PREVIOUSLY ADOPTED**

This Resolution was assigned as 15875.

- M8 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ELECTRICAL SERVICES IN THE AMOUNT OF \$10,500.00 TO SUN VALLEY CONTRACTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 24-141 29TH STREET PUMP STATION ELECTRICAL EVALUATION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME**

This Resolution was assigned as 15876.

- M9 A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO LEGAL SERVICES AGREEMENT WITH BERG, HILL, GREENLEAF, RUSCITTI LLP**

This Resolution was assigned as 15877.

N. ORDINANCES – FIRST PRESENTATION

- N1 AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING**

THE MAYOR TO EXECUTE SAME

N2 AN ORDINANCE AMENDING SECTION 17-2-2, SECTION 17-4-15 AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

N3 AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF \$750,000, ESTABLISHING PROJECT NUMBER PL2501, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$750,000 RELATING TO THE EPA BROWNFIELDS MULTIPURPOSE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N4 AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY CONVERTING THREE (3) FULL-TIME VACANT FIRE FIGHTER POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

N5 AN ORDINANCE RELATING TO AND PROVIDING FOR AN ENHANCED TUITION REIMBURSEMENT PROGRAM FOR CITY EMPLOYEES

N6 AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 1 ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 79.80-ACRES OF LAND LOCATED NORTH OF STATE HIGHWAY 78, SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND EAST OF THE SOUTHSIDE LANDFILL

N7 AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 2 ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 219.76-ACRES OF LAND LOCATED SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND WEST OF THE WESTMOOR SUBDIVISION OF UNINCORPORATED PUEBLO COUNTY

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to approve the minutes of the Planning & Zoning Commission, approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for January 27, 2025, 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

M3 A RESOLUTION RESCINDING RESOLUTION NO 14299, ESTABLISHING A COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS AND APPOINTING CO-CHAIRS AND MEMBERS THERETO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

This item was removed from the consent agenda. A staff report was given by Melissa Cook, Interim Director of Housing.

- Kathy Nichols appeared via zoom to speak against this resolution
- Patrick Hurley appeared in person to speak against this resolution
- Jimmy Duffner appeared in person to speak against this resolution
- Elvis Martinez appeared in person to speak against this resolution

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

Roll Call - **Ayes:** Councilor Gomez. **Nays:** President Aliff, Councilor Boston, Councilor Flores, Councilor Latino, Councilor Maestri, Councilor Martinez. Motion Failed 1-6.

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO BOYS & GIRLS CLUB OF PUEBLO COUNTY IN THE AMOUNT OF \$2,000 TO SPONSOR A TABLE AT THE BOYS & GIRLS CLUBS OF PUEBLO COUNTY CHAMPIONS OF YOUTH DINNER AT THE PUEBLO CONVENTION CENTER ON THURSDAY MARCH 13, 2025 AT 5:30 PM

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

- Elvis Martinez appeared in person to speak against this resolution

Councilor Martinez, seconded by Councilor Gomez, 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 15878.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR THE "ENERGY & MINERAL ASSISTANCE PROGRAM" GRANT, IN THE AMOUNT OF \$1,000,000.00 FROM NOVEMBER 26, 2024 THROUGH JUNE 30, 2026, ESTABLISHING PROJECT NUMBER PS2410, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2410 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 Latino, 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 10877.

R2 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE "BYRNE STATE CRISIS INTERVENTION PROGRAM" GRANT, IN THE AMOUNT OF \$301, 648, FROM NOVEMBER 1, 2024 THROUGH DECEMBER 31, 2025, ESTABLISHING PROJECT NUMBER PS2411, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2411, AND AUTHORIZING 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 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 10878.

R3 AN ORDINANCE APPROVING AND ACCEPTING A U.S. DEPARTMENT OF JUSTICE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (2024 JAG) GRANT, AWARD #15PBJA-24-GG-05212-JAGX, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2412, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$104,034.00, AUTHORIZING MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS, APPROVING AND RATIFYING THE SEPTEMBER 9, 2024, MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS, AND AUTHORIZING MAYOR TO EXECUTE SAME AND RATIFYING THEIR SIGNATURE THERETO

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 Latino, 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 10879.

R4 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO HEALTH FOUNDATION, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2458, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$545,457.00 TO PROJECT NO. CI2458

A staff report and detailed review of the Ordinance was given by Steven Meier, 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 10880.

R5 AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FALCON BROADBAND, LLC., A COLORADO LIMITED LIABILITY COMPANY DBA, STRATUS IQ

A staff report and detailed review of the Ordinance was given by Charles Roy, Deputy Director of Public Works.

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 10881.

R6 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) AND AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 3 RELATING TO SICK LEAVE VERIFICATION

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

PUBLIC HEARING:

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

Councilor Gomez, seconded by Councilor 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 **10882**.

R7 AN ORDINANCE AMENDING CHAPTER 5 OF TITLE II OF THE PUEBLO MUNICIPAL CODE RELATING TO THE PUEBLO COMMISSION ON ENERGY

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

PUBLIC HEARING:

- Ken Danti appeared in person to speak against this ordinance
- Tom Corlett appeared via zoom to speak against this ordinance
- Jodi Hendershott appeared via zoom to speak against this ordinance
- Edggy Walwraith appeared in person to speak against this ordinance
- Mike Wakefield appeared in person to speak against this ordinance

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

Councilor Boston, seconded by Councilor Gomez, moved to approve the ordinance.

Councilor Boston withdrew his motion.

Councilor Boston moved to postpone the Ordinance to the February 10, 2024 meeting. The motion died for lack of a second.

Councilor Martinez, seconded by President Aliff, moved to approve the ordinance.

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

This Ordinance was assigned as **10883**.

R8 AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE SECTION 11-4.5-4 ANIMAL HOLDING PERIODS

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 Martinez, 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.

S. ADJOURN

President Aliff adjourned the meeting at 10:28 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Marisa Stoller", written in a cursive style.

Marisa Stoller
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

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; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting and approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Meeting:

1. A-24-02 Pueblo Recreation Resort 1

Commission Action: Bailey motioned to recommend the annexation application to City Council, seconded by Spinuzzi.

Applicants Craig Dossey and Heath Herber were sworn in and spoke in favor of the application.

Motion Passed: 5-0

2. A-24-03 Pueblo Recreation Resort 2

Commission Action: Bailey motioned to recommend the annexation application to City Council, seconded by Spinuzzi.

Applicants Craig Dossey and Heath Herber were sworn in and spoke in favor of the application.

Motion Passed: 5-0

3. MP-24-01 Three Mile Annexation Plan

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

Motion Passed: 5-0

Public Hearings

1. **V-23-09** **Vacation:** Vacation of Grome Ave., Lois Ave., Corona Ave., and a portion of an alley located at 1001 W. Abriendo Ave., within the Dutch Clark Football Stadium site. *Continue to January 8, 2025*
2. **SAP-24-03** **Special Area Plan:** Rancho Del Sol, 5th Filing, A Special Area Plan, to modify lot lines to allow a rearrangement of property boundaries. Staff Report by Wade Broadhead, Senior Planner.

Hearing: Applicant Randy Reeves was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the Special Area Plan application to Council, seconded by Aznar.

Motion Passed: 5-0

3. **Z-24-06** **Rezone:** Amendment to the Villa Bella Planned Unit Development, to include land recently acquired and annexed by the applicant and amendments to the residential development standards, total land area included is 760.8 acres. Rezone area is generally located east of CSU-P and north of Cesar Chavez Blvd. Staff report by Beritt Odom, Principal Planner. *Continue to January 8, 2025*
4. **S-24-06** **Subdivision:** Townhomes at River's Run, A Special Area Plan, subdivision of 9.384 acres, generally located north of S. Portland Ave. and west of S. Norwood Ave., into townhome lots and parcels. Staff Report by Beritt Odom, Principal Planner.

Hearing: Applicant Aaron Haaga was sworn in and spoke in support of the application. Chuck Roy, Deputy Director / Interim Traffic Engineer, Public Works provided information and answered questions. No one appeared in opposition.

Commission Action: Bailey moved to recommend the subdivision application to City Council with staff conditions, seconded by Avalos.

Motion Passed: 5-0

5. SAP-24-02 **Special Area Plan:** Townhomes at River's Run, A Special Area Plan, to allow unique development including single-family attached townhomes and private streets. Staff Report by Beritt Odom, Principal Planner.

Hearing: Applicant Aaron Haaga was sworn in and spoke in support of the application. Chuck Roy, Deputy Director / Interim Traffic Engineer, Public Works provided information and answered questions. No one appeared in opposition.

Commission Action: Bailey moved to recommend the Special Area Plan application to City Council with staff conditions, seconded by Aznar.

Motion Passed: 5-0

6. TA-24-01 **Text Amendment:** An Ordinance amending Sections 17-2-2, 17-4-15, and 17-4-51 of the Pueblo Municipal Code relating to Natural Medicine. The proposed text defines natural medicine uses, creates natural medicine use performance standards, and establishes natural medicine uses as permitted uses certain zone districts. Staff Report by Hannah Prinzi, Planner.

Public Hearing: No one appeared in opposition.

Commission Action: Bailey moved to recommend the text amendment application to City Council, seconded by Spinuzzi.

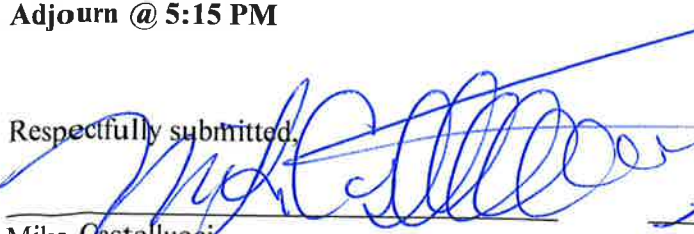
Motion Passed: 5-0

Approval of Minutes: Bailey motioned to approve minutes from November 13th, 2024, seconded by Avalos.

Old/New Business: DOLA Board Training, February 27th, 11 AM to 1 PM, lunch provided.

Adjourn @ 5:15 PM

Respectfully submitted,


Mike Castellucci
Chairperson


Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, CO.





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 27, 2025

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: A RESOLUTION AUTHORIZING THE TRANSFER OF \$750,000 TO PROJECT ED0801, LEASE PROCEEDS ESCROW/RMS PREVIOUSLY ESTABLISHED IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECT FUND

SUMMARY

This resolution provides additional funding needed for the payment of expenses related to the building known as the Pope Block Building

PREVIOUS COUNCIL ACTION:

Resolution 11270, March 24, 2008 authorizing \$2,000,000
Resolution 12696, June 10, 2013 authorizing \$500,000
Resolution 13023, July 28, 2014 authorizing \$500,000
Resolution 13332, November 9, 2015 authorizing \$500,000
Resolution 13483, May 23, 2016 authorizing \$500,000
Resolution 13839, December 11, 2017 authorizing \$620,000
Resolution 13958, May 14, 2018 authorizing \$500,000
Resolution 14077, November 12, 2018 authorizing \$500,000
Resolution 14386, March 23, 2020 authorizing \$500,000
Resolution 14614, May 10, 2021 authorizing \$500,000
Resolution 14817, February 28, 2022 authorizing \$500,000
Resolution 15034, October 24, 2022 authorizing \$500,000
Resolution 15384, October 10, 2023 authorizing \$750,000
Resolution 15638, May 13, 2024 authorizing \$750,000

BACKGROUND:

In 1999, an agreement was entered into between the City and PEDCO Foundation to place all rents and other payments received by the Foundation for the lease of the Pope Block Building (317 N. Main St.) into a separate escrow account, known previously as

the “1999 Escrow Account”. In 2008, the balance in this escrow account was \$2,000,000. At that time, the Receivable Management Services Corporation agreed to modify its lease arrangements with PEDCO Foundation and lease additional space in the Building in order to employ an additional 250 full-time employees; provided, however, that the \$2,000,000 balance in the 1999 Escrow Account (the Lease Proceeds Balance) be escrowed with the City’s Finance Department and pledged for the payment of Net Foundation Operating Expenses as defined under said lease. This arrangement, as well as other terms and conditions, was approved by the Council on March 24, 2008, by Resolution No. 11270. The term of the agreement was January 1, 2008 through March 1, 2013.

In July of 2012, all of the \$2,000,000 escrowed funds had been spent for the reimbursement to Foundation for their Net Operating Expenses as defined in the agreement. Since that time, Foundation has incurred significant additional expenses related to the Building under the lease agreement between Foundation and RMS. In addition, the lease agreement has been extended by those parties. In January of 2015, ownership of the building was transferred to the City of Pueblo. The lease agreement with RMS (now iQor) is still in place, and the City is still responsible to the payment of the expenses incurred under the lease.

Periodically, additional funds are appropriated as needed to continue paying the expenses of the building. This Resolution will provide funding for operational expenses including reconciliation of 2024 expenses.

FINANCIAL IMPLICATIONS:

The amount of \$750,000 is available in the 1992 - 2026 Sales and Use Tax Capital Improvement Projects Fund (the economic development half cent tax fund) in the Projects to be Determined account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If this Resolution is not approved, the City may be in default of the Lease agreement.

RECOMMENDATION:

City staff recommends approval of this Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15879

A RESOLUTION AUTHORIZING THE TRANSFER OF \$750,000 TO PROJECT ED0801, LEASE PROCEEDS ESCROW/RMS PREVIOUSLY ESTABLISHED IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECT FUND

WHEREAS, the City of Pueblo is a party to a lease agreement which obligates the City to pay certain net expenses incurred at the Pope Block Building (317 N. Main St.); and

WHEREAS, additional funds are periodically provided, as necessary, for the costs incurred under said lease agreement; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The amount of \$750,000 shall be transferred to Project ED0801, Lease Proceeds Escrow/RMS.

SECTION 2.

Said funds shall be made available and transferred from the Projects to be Determined account within the 1992 – 2026 Sales and Use Tax Capital Improvements Project Fund in Fiscal Year 2024.

SECTION 3.

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 effectuate the transactions described therein.

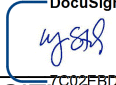
SECTION 4.

This Resolution shall become effective immediately upon final passage

INTRODUCED: January 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$289,234 TO PINYON ENVIRONMENTAL, INC. A COLORADO CORPORATION, FOR PROJECT NO. 24-136 PROVIDE NATIONAL ENVIRONMENTAL PROTECTION ACT (NEPA) FOR WEST SIDE IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Consulting Services to Pinyon Environmental Inc., to render National Environmental Policy Act (NEPA) services for the West Side Improvements. Pinyon Environmental, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of \$289,234.00.

PREVIOUS COUNCIL ACTION:

Ordinance 10787, approved on September 9, 2024, established Project Account DT2401, for West Side Connector (FHWA), approved an intergovernmental agreement (IGA) between the City of Pueblo and the Federal Highway Administration, budgeted and appropriated \$16,834,725.00 into said project account, and authorized the Mayor to execute the agreement on behalf of the City of Pueblo.

BACKGROUND:

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 area to downtown. A total of four contracts will be awarded for planning, design, and construction work associated with the proposed improvements.

This is the first of the four contracts to be awarded. This project contracts with Pinyon Environmental Inc. to provide comprehensive National Environmental Policy Act (NEPA) environmental planning services for the West Side Improvements project, which includes the design and construction of Sun Mountain Boulevard, and the rehabilitation of approximately 70 bus stops to comply with ADA standards on the west side of Pueblo.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$289,234.00 will be paid from Project Account DT2401 – West Side Connector (Raise).

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will preclude the City from awarding the contract and proceeding with the NEPA environmental planning services.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-136 Pinyon Agmt NEPA for West Side

RESOLUTION NO. 15880

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$289,234 TO PINYON ENVIRONMENTAL, INC. A COLORADO CORPORATION, FOR PROJECT NO. 24-136 PROVIDE NATIONAL ENVIRONMENTAL PROTECTION ACT (NEPA) FOR WEST SIDE IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of Pinyon Environmental, Inc., for Project No. 24-136 Provide National Environmental Policy Act (NEPA) for West Side Improvements, has been received and examined; AND,

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-136 Provide National Environmental Protection Act (NEPA) for West Side Improvements to be performed, and the contract for said services is hereby awarded to Pinyon Environmental, Inc., in the amount of \$289,234.

SECTION 2.

Funds for said Agreement shall be paid from Project Account DT2401 - West Side Connector (Raise)

SECTION 3.

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

SECTION 4.

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

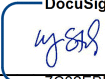
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
PINYON ENVIRONMENTAL, INC.**

24-136

PROVIDE NATIONAL ENVIRONMENTAL PROTECTION ACT (NEPA)
FOR WEST SIDE IMPROVEMENTS

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND PINYON ENVIRONMENTAL, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Pinyon Environmental, Inc. a Colorado Corporation (hereinafter referred to as "Consultant"), a professional design firm for Consultant to render certain professional environmental planning and related responsibilities for comprehensive National Environmental Policy Act (NEPA) services for City in connection with Bid 24-136 Provide National Environmental Protection Act (NEPA) for West Side Improvements, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

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

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work (including that performed by Consultant's subconsultants and subcontractors) for project reports, a Purpose and Need Statement, data collection, analysis, environmental assessment, Public Involvement Plan (PIP), environmental review, 4(f) and Section 106 studies, 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.
 - 1. As described in Schedule 3, the City acknowledges that there are certain predecessors required for the Consultant to perform the services, such as advancement of design (completed by others), agency reviews, weather conditions, etc., that are out of control of the Consultant. The Consultant shall take reasonable actions to avoid delays and promptly communicate schedule risks with the City to identify amicable solutions as necessary to complete the services.
- 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 analysis, documents, evaluations, plans, reviews, reports, studies, technical data, and CDOT documentation, 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 5 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 \$289,234.00 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 analysis, calculations, data, documents, evaluations, plans, reviews, reports, studies, summaries, technical data, and CDOT documentation, 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: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

Analysis, documents, evaluations, plans, reviews, reports, studies, technical data, CDOT documentation, or product furnished hereunder, 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, analysis, documents, evaluations, plans, reviews, reports, studies, technical data, CDOT documentation, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

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

proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

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

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Pinyon Environmental, Inc., Attn: Brian Partington, Principal of Project Delivery, 3222 S. Vance Street, Suite 200, Lakewood, CO, 80227. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 24-136 Provide National Environmental Protection Act (NEPA) for West Side Improvements 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 a RAISE Grant from the US Department of Transportation and Federal Highway Administration. Consultant agrees it is subject to and shall comply with all applicable provisions of said RAISE Grant for which the contract award has been made and applicable regulations.
- B. Consultant shall comply with the attached Federal Highway Administration (FHWA) Requirements 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, RAISE Grant administrators, US Department of Transportation, and/or FHWA 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

1. 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.
2. 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.
3. 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.

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

10.3. [FHWA Funding Insurance Requirements](#)

Insurance coverage shall meet all requirements of the Grant Agreement. Consultant shall obtain and keep in force the following insurance policies and meet and perform the following conditions and requirements:

- A. Workers' Compensation Insurance as required by statutory requirements in Colorado and in any other state or states where the work is performed, and employers' liability insurance covering all employees acting within the course and scope of their employment.
- B. Commercial General Liability Insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 1. \$1,000,000 each occurrence;
 2. \$1,000,000 general aggregate;
 3. \$1,000,000 products and completed operations aggregate; and
 4. \$50,000 any 1 fire
- C. Automobile Liability
 1. Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- D. Professional Liability Insurance
 1. Professional Liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate
- E. Insurance Conditions and Requirements
 1. All insurance policies shall be issued by insurance companies with an AM Best rating of A-VIII or better.
 2. The Owner and State shall be named as an additional insured on all commercial general liability policies required of Consultant. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to Owner and State.

3. Coverage provided by Consultant shall be primary over any insurance or self- insurance program carried by Owner or State.
4. All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Owner.
5. All commercial insurance policies shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Owner and State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
6. Consultant shall provide certificates evidencing Consultant's insurance coverage required under this Agreement as a condition.

10.4. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

11. ACCESSIBILITY

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

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 6 pages.
- Schedule 2 - "Fee Schedule" consisting of 5 pages.
- Schedule 3 - "Work Schedule" consisting of 3 pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 20 pages.
- Schedule 5 - "Special Funding Requirements consisting of 8 pages.

15. SIGNATURE

- A. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.
- B. This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Consultant with respect to their subject matter, and may not be amended or modified except by written document signed by both parties.

(Continue to following page for signatures.)

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

PINYON ENVIRONMENTAL, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Legal name of signer, Title

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Danny Nunn, Interim Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

Robert Jagger, Deputy City Attorney

Attachments: Schedules 1 - 5 and Additional Information for Agreement

Schedule 1

Scope of Services

Excerpt from Request for Proposal dated December 3, 2024, Section 3

3.1. Overview

The NEPA analysis for Sun Mountain Boulevard and rehabilitation of West Side Bus Stops (“the Project”) will describe existing conditions and potential effects/impacts specific enough to address issues associated with the Projects’ proposed actions and satisfy NEPA’s site-specificity requirements.

The City of Pueblo intends to contract a qualified consulting team that will work in partnership with the design consultant to complete third party NEPA to the standards and approvals required by the Federal Highway Administration (FHWA). In addition to standard expectations for a qualified environmental planning consulting team, including specialized expertise to complete all required NEPA studies and assessments, the ideal candidate will be familiar with the City of Pueblo, and have a working relationship with key partners and stakeholders (the FHWA in particular and familiarity with the collaborative stakeholder community). The environmental planning consultant shall also be responsible for facilitating public outreach and input, as is customary in the NEPA scoping process.

3.2. Minimum Qualifications

- A. All professionals, if required by the State of Colorado to perform their services, must show proof of licensing.
- B. Additionally, Consultants shall be knowledgeable in the regulations and requirements of the Department of Public Works with respect to the services and work contemplated by this agreement. Consultant(s) shall perform such services and work in compliance with each project.
- C. Demonstrated NEPA compliance process and Environmental Assessment documentation preparation
- D. Proven ability to effectively respond to and resolve concern
- E. Strong working relationship with the FHWA
- F. Public meeting facilitation
- G. Ability to interpret scientific data to draft technical reports
- H. Qualified specialist expertise in each of the following areas:
 - 1. Air Quality,
 - 2. Archaeology,
 - 3. Bicycle and Pedestrian Facilities,
 - 4. Environmental Justice/Equality,

5. Farmlands,
6. Floodplains,
7. Freight,
8. Greenhouse Gases,
9. Hazardous / Solid Wastes,
10. Historic Resources,
11. Land Use,
12. Native American Consultation,
13. Noise,
14. Noxious Weeds
15. Paleontology,
16. Public Involvement,
17. Recreation,
18. Right of Way,
19. Section 4(f),
20. Section 6(f),
21. Socioeconomics,
22. Stormwater/Water Quality,
23. Threatened and Endangered Species, and
24. Transportation.

3.3. Study Area

- A. Consultants should refer to ATTACHMENT E when defining the Study Area.
- B. There are two separate projects included within the Study Area; it is anticipated that there will be two separate NEPA reports.

3.4. Environmental Assessment Scope of Work

The Consultant will develop an Environmental Assessment document, in compliance with the National Environmental Policy Act. See ATTACHMENTS C and D for a general level of analysis and documentation required.

Preparation of this document should include the below tasks and responsibilities:

- A. Project Management
 - 1. Purpose and Need Statement
 - 2. Data Collection
 - 3. Environmental Assessment/Environmental Impacts
 - 4. Public Involvement and Interagency Coordination
 - 5. Simple Categorical Exclusion (CatEx) documentation
 - 6. Section 4(f) Evaluation and Section 106 Evaluation

All NEPA, CDOT, Federal, and State of Colorado rules and regulations will be followed in all tasks of the project.

3.5. Task 1 – Project Management (All Tasks)

- A. Monthly Invoices and Progress Reports: The Consultant will provide no more often than monthly invoices to the City of Pueblo for approval and timely payment. Along with invoices, the Consultant will prepare and submit monthly progress reports which will include the task accomplishments, minutes from meetings held, hard copies of all materials developed that month, status of deliverables, expected activities for the next period, issues for resolution and the responsible party, and problems and their disposition from the previous period.
- B. Meetings: The consultant shall meet with staff biweekly and provide project progress reports throughout the life of the project.

3.6. Task 2 - Develop Purpose and Need

- A. The consultant will develop a draft Purpose and Need Statement in close coordination with the staff and other key stakeholders.
- B. Task deliverables: Final purpose and need statement

3.7. Task 3 - Data Collection

- A. The Consultant shall perform the following:
 - 1. Collect all data necessary for the environmental study, using existing databases and studies, additional field surveys, sampling and exploration.
 - 2. Confer with the City of Pueblo and FHWA, to determine needs.
 - 3. Prepare a detailed inventory of all the environmental elements in the study area.
 - 4. Perform a detailed environmental data collection.
- B. All data collection will be carried out according to NEPA, Federal, and Colorado regulations and requirements.
- C. The environmental data collection, at a minimum, shall include:
 - 1. Air Quality

2. Archaeology
3. Bicycle and Pedestrian Facilities
4. Environmental Justice/Equity
5. Farmlands
6. Floodplains
7. Freight
8. Greenhouse Gases
9. Hazardous/Solid Wastes
10. Historic Resources
11. Land Use
12. Native American Consultation
13. Noise
14. Noxious Weeds
15. Paleontology
16. Public Involvement
17. Recreation
18. Right of Way
19. Section 4(f)
20. Section 6(f)
21. Socioeconomics
22. Stormwater/Water Quality
23. Threatened and Endangered Species
24. Transportation
25. Utilities
26. Vegetation
27. Visual/Aesthetics
28. Wetlands and other Waters of the US
29. Wildlife/Fisheries

- D. Task Deliverables: Existing Data and Inventory, electronic files of the report (1 in Adobe PDF and 1 in Microsoft Word).

3.8. Task 4 - Environmental Assessment / Environmental Impacts

The consultant will analyze the existing environment for all environmental data listed in Task 3 and the impacts of the project to prepare the Affected Environment and Environmental Consequences Chapters.

3.9. Task 5 - Public Involvement and Interagency Coordination

- A. The Consultant will develop a Public Involvement Plan (PIP) according to CDOT requirements.
 - 1. The PIP shall include community meetings, public meetings, meeting announcement modes, and a public outreach plan. Agency coordination will include coordination with CDOT and SHPO, and other related federal and Colorado agencies.
- B. A total of 4-6 agency meetings will be held.
- C. The Consultant will hold and arrange at least one public meetings during the project.
- D. Task Deliverables: Public Involvement Plan, Project Meeting presentations and handouts, Maps, Graphic Display boards, other related material, meeting venue and logistics.

3.10. Task 6 - Environmental Review Document

- A. The document shall be produced consistent with CDOT/FHWA regulations and requirements.
- B. The CatEx document will include:
 - 1. Executive Summary
 - 2. Table of Contents
 - 3. Purpose and Need
 - 4. Alternatives
 - 5. Affected Environment
 - 6. Environmental consequences
 - 7. Section 4(f)
 - 8. Public & Agency Coordination
 - 9. References
 - 10. List of Preparers
 - 11. Sec 106 Report
 - 12. Other Appendices

- C. The Final document will include all formal comments (public/agency) and must show how these comments were addressed or responded.
- D. Task Deliverables: Draft environmental review document for internal assessment: an electronic copy (forwarded to all Subcommittee members via email in both Adobe PDF and Microsoft Word formats); Final Environmental Review document: electronic copy. One electronic copy will be an Adobe PDF file, and the other will be an MS Word file.

3.11. Task 7 - Section 4(f) and Section 106 Evaluation

- A. The Consultant will conduct 4(f) and Section 106 studies, included in the analysis of alternatives, and document any impacts and mitigation required.
- B. Consultant will provide coordination with CDOT, FHWA, State Historic Preservation Officer, and other State and federal agencies as appropriate.
- C. Task deliverables: Section 4(f) & Section 106 Evaluation document: electronic copy. One electronic copy will be in Adobe PDF format, and the other will be an MS Word file.

3.12. Contract Deliverables and Timelines

Estimated Start Date & Contract Time (to complete the above Specific Work Requirements/Tasks):

Start: January 2025

End: March 1, 2025

Schedule 2

Fee Schedule

Excerpt from Request for Proposal Response, Pricing Proposal submitted January 9, 2025

Table 1: Base Bid

All prices below must be "Not To Exceed Limit". Prices must include all expenses incurred by the Consultant including all overhead and incidental expenses. Note: Due to the funding source, these prices will remain confidential until after initial evaluation phase.

Line Item	Description	Unit of Measure	Unit Cost
1	Task 1 - Project Management	Not To Exceed	\$23,100.00
2	Task 2 - Develop Propose and Need	Not To Exceed	\$6,950.00
3	Task 3 - Data Collection	Not To Exceed	\$97,208.00
4	Task 4 - Environmental Assessment / Environmental Impacts	Not To Exceed	\$30,680.00
5	Task 5 - Public Involvement and Interagency Coordination	Not To Exceed	\$71,021.00
6	Task 6 - Environmental Review Document	Not To Exceed	\$26,680.00
7	Task 7 - Section 4(f) and Section 106 Evaluation	Not To Exceed	\$33,595.00
Project Total Not To Exceed			\$289,234.00

Table 2: Hourly Rates

Line Item	Description	Unit of Measure	Unit Cost
12	Principal	Per Person Per Hour	\$285.00
13	General Manager	Per Person Per Hour	\$0.00
14	Team Leader	Per Person Per Hour	\$270.00
15	Construction Manager	Per Person Per Hour	\$0.00
16	Senior Project Manager	Per Person Per Hour	\$250.00
17	Project Manager	Per Person Per Hour	\$215.00

18	Project Lead	Per Person Per Hour	\$180.00
19	Project Coordinator	Per Person Per Hour	\$130.00
20	QA/QC Manager	Per Person Per Hour	\$0.00
21	Principal Engineer	Per Person Per Hour	\$285.00
22	Senior Engineer	Per Person Per Hour	\$270.00
23	Project Engineer	Per Person Per Hour	\$250.00
24	Design Engineer	Per Person Per Hour	\$200.00
25	Assistant Project Engineer	Per Person Per Hour	\$170.00
26	Engineer In Training	Per Person Per Hour	\$155.00
27	Senior Planner	Per Person Per Hour	n/a
28	Senior Project Planner	Per Person Per Hour	\$200.00
29	Project Planner	Per Person Per Hour	\$180.00
30	Senior Landscape Architect	Per Person Per Hour	\$220.00
31	Senior Project Landscape Architect	Per Person Per Hour	\$190.00
32	Project Landscape Architect	Per Person Per Hour	\$165.00
33	Associate Landscape Architect	Per Person Per Hour	\$150.00
34	Assistant Landscape Architect	Per Person Per Hour	\$140.00
35	Senior Designer	Per Person Per Hour	\$170.00
36	Advanced Design Technician	Per Person Per Hour	\$155.00
37	Design Manager	Per Person Per Hour	\$140.00
38	Design Technical Manager	Per Person Per Hour	\$125.00

39	Designer	Per Person Per Hour	\$110.00
40	Design Associate	Per Person Per Hour	\$100.00
41	Senior Construction Inspector	Per Person Per Hour	\$0.00
42	Construction Inspector	Per Person Per Hour	\$0.00
43	Building Inspector	Per Person Per Hour	\$0.00
44	Senior Technician	Per Person Per Hour	\$0.00
45	Technician	Per Person Per Hour	\$0.00
46	CAD Manager	Per Person Per Hour	\$0.00
47	Drafting Manager	Per Person Per Hour	\$0.00
48	Advanced Drafter	Per Person Per Hour	\$0.00
49	Intermediate Drafter	Per Person Per Hour	\$0.00
50	Drafter	Per Person Per Hour	\$0.00
51	Land Survey Manager	Per Person Per Hour	\$0.00
52	Land Surveyor	Per Person Per Hour	\$0.00
53	Survey Technician	Per Person Per Hour	\$0.00
54	One-Man Survey	Per Person Per Hour	\$0.00
55	Two-Man Survey Crew	Per Person Per Hour	\$0.00
56	GIS Analyst	Per Person Per Hour	\$145.00
57	Technical Writer	Per Person Per Hour	\$0.00
58	Expert Witness	Per Person Per Hour	\$0.00
59	Industry Expert	Per Person Per Hour	\$0.00

60	Intern	Per Person Per Hour	\$0.00
61	Senior Business Consultant	Per Person Per Hour	\$0.00
62	Senior Administrative Assistant	Per Person Per Hour	\$0.00
63	Administrative Office Manager	Per Person Per Hour	\$0.00
64	Administrative Office Coordinator	Per Person Per Hour	\$0.00
65	Administrative Assistant	Per Person Per Hour	\$80.00
66	Clerical	Per Person Per Hour	\$0.00
67	Network Administrator	Per Person Per Hour	\$0.00
68	Marketing Specialist	Per Person Per Hour	\$0.00

Table 3: Hourly Rates Continued

Line Item	Position	Unit of Measure	Unit Cost
69	Cultural Resource Specialist	Per Person Per Hour	\$125.00
70	Cultural Resource Specialist I	Per Person Per Hour	\$140.00
71	Cultural Resource Specialist II	Per Person Per Hour	\$180.00
72	Field Engineer/Scientist II	Per Person Per Hour	\$135.00
73	Please Enter Job Title in Position Column	Per Person Per Hour	\$0.00
74	Please Enter Job Title in Position Column	Per Person Per Hour	\$0.00
75	Please Enter Job Title in Position Column	Per Person Per Hour	\$0.00
76	Please Enter Job Title in Position Column	Per Person Per Hour	\$0.00
77	Please Enter Job Title in Position Column	Per Person Per Hour	\$0.00
78	Please Enter Job Title in Position Column	Per Person Per Hour	\$0.00

Table 4: Reimbursable Expenses			
Line Item	Description	Unit of Measure	Percentage
79	Mileage, reproduction, etc.	Cost Plus Percent	0%
80	Subconsultants	Cost Plus Percent	10%
Table 5: Additional Reimbursables			
Line Item	Description	Unit of Measure	Unit Cost
81	Reproduction	Each	\$0.00
82	Prints (11" x17", 18" x 24")	Each	\$0.00
83	Prints (24" x 36")	Each	\$0.00

Note: Line Items 8 - 11 removed from bid document

Schedule 3

Work Schedule

Excerpt from Consultant's Proposal submitted January 9, 2025, Pages 35 - 37

Current Workload

Pinyon's current workload is estimated at 65% for the proposed contract period. With nearly 100 staff members, Pinyon has the capacity to accomplish this project because of the combination of expertise, depth of staff resources, and ability to complete numerous projects simultaneously. Pinyon not only has the key personnel identified on previous pages, but additional technical experts are available to backfill heavy workloads as shown in the graphic below.



Bench Support Staff



Plus 19 environmental professionals qualified under ASTM guidelines to perform Phase I/II Environmental Site Assessments (ESAs)

Completing Tasks within the Timeframe

Close adherence to a pre-defined schedule will be paramount for the success of this project. Pinyon understands that schedule delays are not acceptable, because they can set back the overall project. Therefore, one of the first tasks that Pinyon will undertake upon NTP will be finalization of the preliminary project schedule proposed below. The proposed preliminary project schedule includes a detailed breakdown of the key milestones anticipated for each task (including proposed deliverables). Pinyon will discuss the schedule with Pueblo and our staff working on the project prior to beginning work. The schedule will be tracked and updated as necessary throughout the duration of the project.

We understand that the schedule presented in the RFP is based on information in the RAISE grant . However, securing the NEPA clearances for these projects by March 1, 2025, is not possible, due to the time needed to develop technical reports, coordination with FHWA, conducting public involvement, stakeholder engagement, advancing design, and agency consultations (e.g., SHPO). We therefore offer the following alternative schedule which we believe, based on our experience with similar projects, to be more realistic.

Task	Start	Weeks	End	Assumptions/Predecessors
Task 1 - Project Management	1/20/2025	33	9/8/2025	Consistent through term of contract
*Task 2 - Develop Purpose & Need	1/27/2025	4	2/24/2025	Predecessor: will require traffic and safety analysis from engineering designer to finalize for the Spaulding/Sun Mountain project area
Task 3 - Data Collection	1/27/2025	6	3/10/2025	Timing somewhat dependent on resource; this schedule assumes worst-case (less Section 404 permitting); analysis contingent on advancement of design completed by others; biological resources requires growing conditions
Task 4 - Environmental Assessment / Impacts	2/24/2025	4	3/24/2025	Assumes Draft report with some resources pending (e.g., cultural) due to limited design
<i>Report Development</i>	2/24/2025	4	3/24/2025	Limits of disturbance have been defined and provided to Pinyon
<i>FHWA Review</i>	3/24/2025	4	4/21/2025	Assumes FHWA Categorical Exclusion Report Clearances; assume one cycle of review, comment, revision; Pueblo review, if needed, would be concurrent
Task 5 - Public Involvement / Interagency Coordination	1/20/2025	26	7/21/2025	
<i>Public Meeting</i>	4/24/2025	2	5/8/2025	Assumes major aspects of NEPA Report complete, including Purpose and Need, and Preferred Alternative
<i>Agency Coordination</i>	1/20/2005	26	7/21/2005	Consistent through term of contract
Task 6 - Environmental Review Document	6/2/2025	14	9/8/2025	Assumes that major consultations are complete necessary to complete Draft NEPA Reports as Categorical Exclusion Reports
<i>Report Development</i>	6/2/2025	9	8/4/2025	
<i>FHWA Review</i>	8/4/2025	2	8/18/2025	Assumes FHWA Categorical Exclusion Report Clearances; assume one cycle of review, comment, revision; Pueblo review, if needed, would be concurrent
Task 7 - Historic Section 4(f) and Section 106 Evaluation	1/27/2025	27	8/4/2025	
<i>Develop Area of Potential Effects</i>	1/27/2025	2	2/10/2025	Confirmation that study areas are provided to Pinyon and are accurate. Changes will result in schedule slipping.

*NEPA analysis contingent on project design decisions to understand and analyze impacts. Delays in design will affect this schedule.

Task	Start	Weeks	End	Assumptions/Predecessors
<i>OAHP Compass Database</i>	1/27/2025	6	3/10/2025	SHPO can take up to 6 weeks to return results which is required for this analysis
<i>Desktop Research (both study areas)</i>	2/10/2025	2	2/24/2025	
<i>Pedestrian Survey (Spaulding / Sun Mountain)</i>	3/17/2025	1	3/24/2025	
<i>Class III Report (Spaulding / Sun Mountain)</i>	5/12/2025	4	6/9/2025	
<i>Archaeological Resources Report (Bus Stops)</i>	5/12/2025	4	6/9/2025	
<i>*Project Design - Sufficient for Historic Analysis (by others)</i>	1/20/2025	16	5/12/2025	Predecessor: at least 15% design required, including set limits of disturbance including staging areas, in order for Pinyon to complete analysis
<i>Historic Annotated Cut Sheets</i>	5/12/2025	3	6/2/2025	
<i>Historic Eligibility and Effects</i>	5/12/2025	3	6/2/2025	
<i>FHWA Review</i>	6/2/2025	4	6/30/2025	
<i>Revisions</i>	6/30/2025	1	7/7/2025	
<i>SHPO Review</i>	7/7/2025	4	8/4/2025	

*NEPA analysis contingent on project design decisions to understand and analyze impacts. Delays in design will affect this schedule.

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal submitted January 9, 2025, Pages 21 – 26 and Appendix

Prime & Subconsultants

Pinyon will be the prime consultant for this project and will conduct all the scope of work items presented in the RFP using our in-house technical experts, except for public involvement. To round out our expertise in this area, Pinyon is partnering with Chickenango to lead the public involvement aspects of the work.

Pinyon has over 30 years of demonstrated experience providing environmental consulting services to a variety of clients in the private and public sectors, with a focus on environmental compliance for transportation-related projects. The firm employs nearly 100 diverse environmental professionals including NEPA specialists, biologists, cultural resources specialists, Section 4(f) compliance specialists; Section 6(f) experts; environmental scientists and technicians; air quality specialists; noise analysts; engineers; and more. Pinyon has built an environmental practice specializing in transportation and transit—we understand the evolving needs related to environmental services throughout the transportation life cycle.

Pinyon's NEPA and Planning Group, supported by our in-house technical resource specialists, is dedicated to guiding clients through the intricate process of complying with federal, state, and local environmental regulations from project inception to completion. Our team specializes in project planning, design alternatives development, and compliance with NEPA requirements and other regulatory standards. Our expertise ensures that project development is protected by defensible decision making and that execution is facilitated by considerate and flexible permitting documents. We tailor our environmental analyses and compliance assessments to align with the specific nature of each project and federal action, addressing both human and natural resources. With Pinyon as your partner, you can confidently advance your projects while adhering to the highest regulatory standards.



Chickenango is a women-owned public engagement firm founded in 2018. The company focuses on public information and engagement for design and construction projects, community revitalization efforts, master planning, and environmental studies working with private entities, government, and local agencies at the city, county, state, and federal levels. Their staff has 75 years of combined experience working in the public sector with a specific focus on the unique needs of the affected communities and project goals and objectives—working with government clients and talking to the public directly on issues affecting their communities. They are passionate about engaging communities for a built environment that can improve everyday lives.

Chickenango understands the importance of having a qualified partner who adds value to the overall project. They deliver their services by utilizing a mix of traditional and creative, out of the box strategies to engage multigenerational communities and key stakeholders. This might look like traditional nighttime, in-person public meetings, to meeting the people where they are through virtual project panels, focus groups, as well as at pop up events such as community centers, farmers markets, county fairs, and others. They partner with state entities like CDOT, as well as local governments to build consensus through effective dialogue between designers and the end-user, creating a shared understanding of places and their potential. Chickenango has provided services to several local governments throughout Colorado, including Pueblo County and the City of Colorado Springs. Their value-added services, positive attitude, and client-focused approach has allowed them to grow exponentially.

Key Individuals

We propose one of our senior NEPA specialists, Jesse Maruschak, to serve as the Project Manager for this project. In this capacity, Jesse will be the point of contact for contract management and provide

direct support to Pueblo for expediting environmental review, compliance, and documentation. Further, Jesse will be responsible for engaging our team's deep bench of nearly 100 key personnel – NEPA specialists and resource subject matter experts– to fulfill the needs of the project.

Below are biographies for the key staff members that Pinyon anticipates will lead the tasks required under this contract. The key personnel listed are not an exhaustive list of staff available for this project. Additional personnel will be pulled in for specific task needs based on several factors, including individuals' working history, availability, technical capacities, and task-specific requirements.

Pinyon has handpicked the “right” team for this project by choosing staff with the right combination of appropriate technical expertise and relevant experience. This will allow our team to hit the ground running for Pueblo on this project. These key personnel are excited and dedicated to this project and have the capacity to lead their respective resource areas. The following Pinyon Team members are expected to be “key” to the performance of the work under this contract; resumes for each are appended to this proposal. Biographies of other subject matter experts are also included on page 25.



PROJECT MANAGER: Jesse Maruschak has 30 years of experience with a focus on providing NEPA environmental planning and regulatory compliance services to transportation, federal, and other clients across the U.S. His experience includes managing NEPA projects, ranging from large and complex to small and simple; performing individual technical evaluations and tasks; and managing interagency coordination/collaboration and public involvement efforts. Jesse leverages his previous experience, especially dealing directly with regulatory agencies, to help his clients proactively approach complex situations with forward-thinking solutions. This, coupled with his geographical information system (GIS) background, helps him to best utilize resources, which provides his clients with advantages over typical NEPA project managers. Jesse experience allows his to effectively communicate and build close relationships with clients, resulting in him being their go-to person for guidance on environmental issues.

Why was Jesse selected for this contract? Jesse is Pinyon's Project Manager for five direct-recipient grant NEPA projects on behalf of the CCD, four of which are FHWA-led, the other Federal Transit Administration (FTA)- led. As a result, he is familiar with the processes, challenges, and personnel that are directly applicable to this contract. The benefit to Pueblo is they will have a Project Manager in Jesse who is responsive and passionate about Pueblo's objectives, and is eager to use his knowledge and directly relevant experience to advance Pueblo's goals on this important contract.



PRINCIPAL-IN-CHARGE: Brian Partington has more than 25 years of environmental consulting experience and is Pinyon's Principal of Project Delivery. He has worked on and managed dozens of NEPA projects for local agencies throughout the state of Colorado, ranging in size from relatively simple CatExs to extensive Environmental Impact Statements (EISs). He has a thorough understanding of numerous environmental resources areas, including hazardous materials, biological resources, water quality, and Section 4(f)/6(f). Brian acts as Principal-in-Charge for most of Pinyon's planning projects, providing a senior technical advisory role for Pinyon's project and task managers and conducting quality control on project deliverables. He has also managed hundreds of projects at Pinyon, leading multi-disciplinary teams through the planning, implementation, and completion of the tasks required for projects to meet their regulatory requirements, goals, budgets, and schedules. Brian's experience has led to him being skillful at solving complex problems – whether that be identifying strategies to reduce project costs, expediting environmental permitting, or negotiating practical solutions with regulatory agencies. The result is that Brian has earned the title of 'trusted advisor' with many clients.

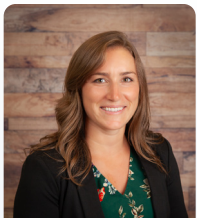
Why was Brian selected for this contract? Brian was Pinyon's Project Manager for CCD's Washington Street Livability project – Colorado's first FHWA direct-recipient RAISE Grant NEPA project. Brian will bring Pueblo a unique

perspective on direct-recipient FHWA NEPA analysis. As that project was the first of its kind in Colorado, Brian was instrumental in driving the creation of processes that even FHWA staff were not familiar with. The benefit to Pueblo is that Brian, in close coordination with Jesse, will be able to apply key lessons learned to streamline the NEPA studies on this contract to expedite project delivery and the NEPA clearance. In addition, Brian is also the Principal in Charge for the five direct-recipient grant NEPA projects on behalf of the CCD that Jesse is managing (see above). Brian and Jesse already have an excellent working relationship delivering projects such as this.



SENIOR TECHNICAL ADVISOR: Amy Kennedy is an experienced project manager with a focus on environmental analyses, environmental planning, permitting, and public/agency involvement, including NEPA studies. She has a high level of local, state, and federal agency interaction on a wide range of projects including creating and leading advisory committees for projects of national importance. She has excellent communication and problem-solving skills, particularly to identify and gain consensus or buy-in on environmental mitigation and alternative development and analyses. Amy's experience includes both large, complex projects that require the ability to provide analyses scaled to the needs of the decision makers to streamline environmental constraints analyses, including local agency projects with a federal nexus. Amy excels at identifying and addressing critical issues, and tailors the scope to move projects forward through design and construction.

Why was Amy selected for this contract? Amy has been involved – either as Project Manager or Senior Technical Advisor – on all of Pinyon's high-profile NEPA transportation projects for over 10 years, and had similar roles under prior employment. She is an industry expert in the application of NEPA in the area of transportation in Colorado and beyond. As a result, she is highly trusted in the industry and maintains a trusted relationship with key stakeholders, particularly FHWA, who often seek her guidance and expertise on projects Pinyon is involved with, and sometimes those we are not involved with. Amy's role on this project will be as senior technical advisor, where she will confer with the team in a problem-solving capacity, which will benefit Pueblo to identify and implement creative solutions to streamline Pinyon's work and communicate with stakeholders when needed.



QA/QC & TECHNICAL ADVISOR: Jillian Mauer has 16 years of experience specializing in environmental permitting and NEPA documentation for the transportation, transit, and rail sectors. She has managed projects ranging from small intersections to large highway and rail projects, bus rapid transit, bridge replacement, and pedestrian and bicycle thoroughfares. She has extensive experience managing CatEx projects and has both managed and completed technical resource evaluations for EA and EIS documentation (i.e., hazardous materials, biological services, water quality, recreational facilities). Further, she is experienced in the implementation of alternative delivery methods (i.e., Construction Manager/General Contractor and Design-Build) on large-scale transportation projects, which requires extensive project management capabilities to track schedule, manage risk, and collaborate with the project team to deliver NEPA-compliant technical documents during project planning and execution. Jillian excels at these fast-paced "signature projects" as she's well-organized, solution-focused, and has gained a unique lens to enhance NEPA implementation throughout a project lifecycle. It is through this interdisciplinary experience that she excels in environmental permitting, agency coordination, impact analysis and mitigation, and project management.

Why was Jillian selected for this contract? Jillian provides a unique project lifecycle perspective to projects as she has managed projects from concept to NEPA analysis and through construction. She understands the pitfalls of NEPA analysis that can negatively impact construction, particularly when unnecessary or onerous mitigation commitments during the NEPA study are recommended. The benefit to Pueblo is Jillian will objectively challenge convention so that Pueblo realizes pragmatic solutions that not only advance the NEPA clearance, but

also reduce construction costs long after Pinyon has finished with our scope of work. Recent, relevant project experience includes Jillian's role of Project Manager and Environmental Compliance Manager on CDOT Region 2's Bridge Bundle Design-Build Project. For the project, Jillian led the development of a series of tracking matrices and protocols to streamline environmental compliance oversight, allowing for continuity from design (existing conditions and permitting) through construction (monitoring and final impact assessment).



CULTURAL RESOURCES LEAD: Sean Fallon is a historian with over nine years of experience in Section 106 compliance for transportation projects, and leads Pinyon's Cultural Resources Group. His work includes completion and oversight of field surveys, determinations of State and National Register of Historic Places' eligibility, determinations of Section 106 effects, and identification of mitigation options. Sean is experienced with historic Section 4(f) and routinely manages coordination with SHPO for projects that may impact historic Section 4(f) resources.

During his time with Pinyon, he has worked on several similar projects, including CDOT's ADA Ramps Sidewalk Project, CCD's Elyria-Swansea Bus Stops CatEx, and six direct-recipient grant projects in Colorado.

Why was Sean selected for this contract? Sean has led the cultural resources task on six direct-recipient grants in Colorado, five of which were led by FHWA, the other by FTA. As FHWA in Colorado does not have an in-house cultural resources expert, they have come to rely on Sean's expertise to develop defensible SHPO consultation packages that have kept those projects on-track. Pueblo will be able to count on a trusted industry leader who has successfully done this work before.



ENVIRONMENTAL JUSTICE LEAD: Ben Burns has eight years of experience providing NEPA environmental services to clients across numerous market sectors. Benjamin provides technical and project management support for NEPA studies, environmental constraints analyses, and stakeholder engagement with an emphasis on Environmental Justice outreach. These projects require consistent interface with environmental consultants and sub-contractors to conduct evaluations of standard NEPA resource areas, including community impacts/cohesion.

His experience has seen him manage various consultant teams and coordinate with federal, state, and local agencies, including FHWA, US Department of Housing and Urban Development (HUD), USACE, USFWS, and more.

Why was Ben selected for this contract? Ben was Pinyon's deputy Project Manager on the CCD Washington Street Livability project and was the author of the Environmental Justice Technical Report and Categorical Exclusion Report. Environmental Justice can be a difficult resource to both evaluate and get regulatory clearance on, as evaluation criteria and documentation requirements are constantly changing. The benefit to Pueblo is Benjamin will provide direct expertise in the technical analysis needed to get FHWA NEPA clearance for these projects.



PUBLIC INVOLVEMENT LEAD: Jennifer McPherson is a FEMA-certified Public Information Officer with 26 years of communications experience in civil engineering. Her deep understanding of transportation infrastructure, from planning to construction, highlights the crucial role of communications in project success. Jennifer specializes in connecting outreach efforts to all corners of communities through public engagement, government relations, public meetings, and stakeholder collaboration. She has a strong record of creating and executing

strategic messaging plans for infrastructure projects, particularly in rural areas, for both state Departments of Transportation and local governments.

Why was Jennifer selected for this contract? Jennifer has a deep working relationship with Pinyon, having “blended” into teams on other NEPA projects across Colorado. Though trained in public involvement, she has a deep understanding of how transportation infrastructure impacts communities such as Pueblo. Jennifer served as the Lead Public Information Manager for a deeply impactful project involving the tragic loss of three lives—a great-grandmother and her two great-grandchildren—at a dangerous intersection at US50 and CO231 in Pueblo. This project required a significant crisis communications effort to address the community’s grief and mobilized advocacy for change. The children’s school community rallied behind their parents, passionately advocating for the installation of a traffic signal at the intersection to prevent further tragedies. Jennifer faced complex challenges on this project, requiring empathy balanced with transparency, attributes needed when conducting NEPA studies. This will benefit Pueblo as she will support the Pinyon Team in developing meeting materials and executing the public meeting in an honest and forward culture, helping to secure buy-in on these important projects.

Subject Matter Experts

The following subject matter experts will support Pueblo in the technical analysis needed to deliver the NEPA clearances under this contract. As previously noted, we will also draw on a deep bench of internal experts across several technical areas as needed to conduct the analysis needed for these projects.



AIR QUALITY & GREENHOUSE GAS EMISSIONS SPECIALIST: Dustin Collins

has nearly 20 years of air quality experience, which includes emission inventories, impact modeling, state and federal permitting, and compliance assistance and tracking. He prepares air quality resource sections and emission calculations for projects requiring NEPA and pre-NEPA documentation, including CatExs, EAs, and EISs.



NOISE SPECIALIST: Kaitlin Meszaros is an environmental professional with 10 years of experience. She is trained in the Federal Highway Administration’s Traffic Noise Model (TNM) and has experience implementing the Noise Analysis and Abatement Guidelines (NAAG) set forth by CDOT. Additionally, she has experience with noise barrier evaluations and evaluations of noise impacts from heavy construction equipment and aggregate operations. She regularly supports NEPA projects with technical assessments and analyses.



BIOLOGIST: Pam Wegener is a biologist with eight years of experience specializing in analyses, documentation, and permitting for transportation projects. Her expertise includes habitat assessments, wetlands/Section 404 permitting, special status species/Endangered Species Act compliance, noxious weeds, and migratory birds/raptors. Pam has extensive experience working in southeastern Colorado, including Pueblo County. She routinely collaborates with the design team on transportation projects to avoid, minimize, and mitigate impacts.



SECTION 4(f)/6(f) SPECIALIST: Sarah Koeber has seven years of experience providing NEPA compliance and biological services to federal agencies across the U.S. Her experience includes NEPA compliance through the preparation of Categorical Exclusions and Environmental Assessments; review of biological surveys, archaeological surveys, Phase I and II Environmental Site Assessments and wetland delineations; consultation with various State Historic Preservation Offices; Tribal Consultation Letters; post-award environmental Specific Award Condition project management; and permit review.



ARCHAEOLOGY LEAD: Joel Tyberg has close to 25 years of experience providing cultural resource consulting services to both private and governmental clients (including various Native American Tribes) across the US. He is experienced in all facets of Cultural Resources Management investigations including surveys, test excavations, data recovery, remote sensing (GPR/LiDAR), and Native American consultation. Professional skills include program and project management, technical writing, and policy compliance (NEPA and NHPA). Joel has contributed to multi-disciplinary teams producing CatExs, EAs, and EISs under NEPA. He has also authored a successful nomination to the National Register of Historic Places.



HAZARDOUS MATERIALS SPECIALIST: Rachel Hernandez has completed numerous CDOT Initial Site Assessments (ISAs) and CDOT Form 881s in accordance with their hazardous materials guidance documents and applicable American Society for Testing and Materials (ASTM) standards. She is also experienced with Asbestos-Containing Materials (ACMs) and Lead-Based Paint (LBP) surveys for a variety of clients and building scenarios, including renovation, demolition, and general due diligence. Rachel regularly identifies potential impacts related to transportation projects based on regulatory information, historical land uses, site characteristics, and construction plans.



GIS SPECIALIST: Matt Santo is a Geographic Information System (GIS) mapping specialist with over 19 years of experience in consulting. Matt brings a project management approach to GIS, working closely with environmental resource specialists to streamline resource assessment throughout the project lifecycle. His background is in biology, which is extremely beneficial during data post-processing and figure creation. He often serves as the GIS Manager on large, complex projects, for which he handles all the datasets, as well as data and figures deliverables.

Jesse Maruschak

Project Manager

EDUCATION

BA, GeoEnvironmental Studies, Shippensburg University of Pennsylvania

YEARS OF EXPERIENCE: 30 | YEARS WITH PINYON: 1

TRAININGS & CERTIFICATIONS

Ecology and Highways Seminar

FAA Part 107 Certification

FERC Environmental Inspector

Erosion and Sedimentation Control Plans

SWPPP Admin/Inspector

PROFESSIONAL ORGANIZATIONS

International Right-of-Way Association

Jesse Maruschak has 30 years of experience with a focus on providing National Environmental Policy Act (NEPA) environmental planning and regulatory compliance services to transportation and federal clients across the U.S. He helps clients proactively approach complex situations with forward-thinking solutions utilizing his experience dealing directly with regulatory agencies on behalf of clients. Possessing excellent communication and relationship building skills, Jesse is a go-to person that clients look to for guidance on most environmental issues. His experience on both complex large-scale projects and smaller projects gives him well-rounded knowledge of how to best employ resources.

RELEVANT PROJECT EXPERIENCE

National Western Center Categorical Exclusions | City and County of Denver | Denver, CO. Jesse is the Project Manager for five projects that include: a new multimodal bridge over the South Platte River with a connective greenway corridor; a new pedestrian bridge over the Denver Rock Island Railroad (DRIR) Burlington Northern Santa Fe Railroad (BNSF) and the Regional Transportation District (RTD) tracks, connecting to RTD's 48th and Brighton Station; at-grade railroad crossing safety improvements on National Western Drive; remediation of a former landfill to prepare the site for future redevelopment; and the building of the Equestrian Center and Hotel. This involved managing a multi-disciplined (Biology, Environmental Justice, Hazardous Waste, and Cultural Resources) team and being the client liaison with the CCD as well as with FTA and FHWA.

FM 518 Environmental Assessment | Texas Department of Transportation | Friendswood, TX. Jesse managed the completion of the Environmental Assessment (EA) for proposed improvements to a 3.691-mile-long section of FM 518. Tasks included site reconnaissance to document



EXPERTISE

NEPA Projects

Regulatory Compliance

Project Management

Stakeholder Involvement

Stormwater Controls

Streams and Wetland Mitigation

any potential threatened and/or endangered species, a biological survey, wetland assessment and delineation with USACE verification, and hazardous materials search. To finalize the NEPA document, air analysis, noise analysis, database search, agency coordination, public involvement, and noise workshops were completed. This project received its FONSI.

US 59 Environmental Assessments | Texas Department of Transportation

| Wharton County, TX. Jesse managed the completion of two EAs for an approximate 22-mile section of US 59 from the Grand Parkway to FM 2919 in Fort Bend County south to CR 227 in Wharton County, Texas. This project included Section 4(f), Section 404 and Section 10 permitting, environmental justice, traffic noise, and hazardous materials. His responsibilities for this project included technical support in hydrogeology, biological issues, hazardous materials issues, resource agency coordination, site reconnaissance activities, report writing, editing and QA/QC.

US 220 Environmental Assessment | Pennsylvania Department of

Transportation | Lycoming County, PA. Jesse managed the GIS database and presentation phases of the approximately eight-mile-long US 220 corridor being converted to I-99. GIS was used at the Statewide Agency Coordination Meetings to have all the agencies working with PADOT in the integrated effort to streamline the project. All the corridor constraints were presented using GIS in an interactive display to both the public and the agencies. This was the first time that the agencies were effectively introduced to the use of GIS for compliance purposes and this project set a precedence for future projects.

Safety and Security Assessment | BP Energy | La Plata County, CO. Jesse managed the BP San Juan Coalbed Methane Major Project's Security Vulnerability Assessment. Tasks included interviewing BP employees, facility inspections, research, GIS analysis of security event probability for all of BP's Northern San Juan Basin facilities.

Regulatory Compliance Projects | Enstor | Facilities in Alabama,

Mississippi, Texas and New Mexico. Jesse provided management of the Environmental Stewardship Contract for the Enstor Storage and Transportation facilities located across four southern states. Tasks included submission of Annual and Semi-Annual Air Permit Compliance reports, submission of a permit modification applications, management of quarterly emission testing reports of all internal combustion, SPCC plans, and to provide overall environmental guidance to the staff and facility manager.

Project Management | Enbridge | Eastern TX.

Jesse managed the collection and organization of wetland delineation and historical data for a 165-mile-long proposed pipeline in East Texas. His tasks included training five field crews, differential correction of daily data uploaded from field crews, management of the field data in a GIS database, and presentation of collected data.

Brian Partington

Principal-in-Charge

EDUCATION

BS, Environmental Science with emphasis in Ecological Restoration,
Metropolitan State University of Denver

YEARS OF EXPERIENCE: 25 | YEARS WITH PINYON: 16

TRAININGS & CERTIFICATIONS

40 Hour OSHA HAZWOPER, 8-hour Refresher
ACEC Future Leaders Supervisor Skills Program
Functional Assessment of Colorado Wetlands Methodology Training
38-Hour Army Corps of Engineers Wetland Delineation and Management
Training Program, Richard Chinn Environmental Training, Inc.

PROFESSIONAL ORGANIZATIONS

American Council of Engineering Companies Colorado (ACEC)
American Public Works Association

Brian Partington has more than 20 years of environmental consulting experience and is Pinyon's Project Delivery Principal. He has managed over 200 projects, with over 600 individual tasks, for a variety of public and private sector clients. Brian has led multi-disciplinary teams through the planning, implementation, and completion of the tasks required to ensure that clients' projects meet regulatory requirements, project goals, budgets, and schedules. He has a key role in verifying document quality control.

Brian has worked on dozens of NEPA projects, ranging in size from relatively simple Categorical Exclusions to extensive Environmental Impact Statements. Brian managed the Categorical Exclusion documentation for transportation projects across the state of Colorado and managed the Pinyon team for the Central Park Boulevard and Interstate 70 Interchange EA in Denver, the Grand Avenue Bridge Replacement EA in Glenwood Springs, and the Twin Tunnels EA in Idaho Springs. Brian also has a thorough understanding of other environmental resources areas, including biological resources, water quality, and Section 4(f)/6(f). He led dozens of flood-recovery projects in Boulder and Larimer Counties, which received funding from various sources, including FEMA and FHWA.

RELEVANT PROJECT EXPERIENCE

I-70 Mountain Corridor | CDOT | Clear Creek County, CO. Brian was Pinyon's project lead for CDOT's Twin Tunnels project, which expanded the eastbound bore near Idaho Springs, an additional lane for capacity, and a new bridge. Brian also led Pinyon's team for the Clean Creek Trail, Clear Creek Stream Restoration near Georgetown, Eastbound Peak Period Shoulder Lane,



EXPERTISE

NEPA EA

Environmental Constraints
Analysis

Contaminant Investigations

Remediation

Phase I ESAs

Phase II ESAs

VCUP Experience

Threatened and Endangered
Species Surveys

Wetlands Assessment/
Delineation

Wetlands Permitting

Idaho Springs Colorado Boulevard, and two other Idaho Springs local projects). Brian's responsibility was for hazardous materials, which was a challenging resource due to a legacy of hard-rock and placer mining that had occurred in the vicinity for over 100 years. To evaluate these conditions, numerous soil and groundwater samples were collected, and environmental site assessments were. For mitigation, Materials Management Plans were developed in cooperation with CDOT, EPA, and CDPHE; the Materials Management Plans utilized a unique approach to manage mine wastes within the project limits, which was both cost-effective but also protective of human health and the environment. The Twin Tunnels project was given the FHWA 2013 Environmental Excellence Award for Environmental Streamlining.

Washington Street Livability | City and County of Denver, Department of Transportation and Infrastructure | Denver, CO. Pinyon managed all aspects of the environmental evaluation for this transportation project with a primary focus on completing the National Environmental Policy Act (NEPA) documentation required by the Federal Highway Administration (FHWA) as part of the grant process. This included preparing a Documented Categorical Exclusion, which was signed in June 2023. The project is now progressing toward final design and construction, with work scheduled for 2024/2025. Brian serves in the Principal-in-Charge and Senior Quality role for this project.

Emergency Flood Repairs | Various Clients | Boulder and Larimer Counties, Colorado. Brian led the environmental documentation, NEPA processes, and permitting effort for over two dozen infrastructure projects in response to the Colorado flooding that took place in September 2013. As a part of this effort, he worked directly with FEMA, FHWA, CDOT, Colorado Parks and Wildlife, USACE, USFWS, USFS and other agencies to scope and complete environmental documentation required to advance the recovery projects.

Widening of Colorado Boulevard including Bicycle and Pedestrian Improvements | City of Commerce City, CO. As this project will be receiving federal funding, compliance with the National Environmental Policy Act (NEPA) will be required; it is expected that a CatEx will apply, which will be administered by CDOT. Brian held early coordination with CDOT's environmental specialists to refine the work required. Numerous properties that line Colorado Boulevard contain structures that are older than 50 years – generally, those buildings were constructed in the 1940s and 1950s. Those properties required evaluation of eligibility and effects under provisions of Section 106 of the National Historic Preservation Act (NHPA). He worked closely with the design team to identify strategies to avoid or minimize impacts to help keep environmental clearances off the project's critical path.

Amy Kennedy, ENV SP

Senior Technical Advisor

EDUCATION

MS, Environmental Sciences/Studies, University of North Texas
BS, Environmental Sciences/Studies, University of Rochester

YEARS OF EXPERIENCE: 24 | YEARS WITH PINYON: 10

TRAININGS & CERTIFICATIONS

Certified Envision® Sustainability Professional by the Institute of Sustainable Infrastructure

PROFESSIONAL ORGANIZATIONS

American Council of Engineering Companies - Colorado,
Environmental Committee

Amy Kennedy is an experienced project manager with a focus on environmental analyses, environmental planning, permitting, and public/agency involvement including National Environmental Policy Act (NEPA) studies. She has a high level of local, state, and federal agency interaction on a wide range of projects, including creating and leading advisory committees for projects of national importance. She has excellent communication and problem-solving skills, particularly to identify and gain consensus or buy-in on environmental mitigation and alternative development and analyses. Amy’s experience includes large, complex projects that require the ability to provide analyses scaled to the needs of the decision makers to streamline environmental constraints analyses, including local agency projects with a federal nexus. She excels at identifying and addressing critical issues and tailors the scope to move projects forward through design and construction. Amy’s working knowledge of both natural and social environmental resources and regulations results in the ability to understand the implications of regulatory needs on budget and schedule. Amy has focused primarily on NEPA projects during her career, often coordinating with the Federal Highway Administration (FHWA).

RELEVANT PROJECT EXPERIENCE

Future 42: Connecting People and Places | City of Louisville | Cities of Louisville and Lafayette, CO. Amy served as Senior Reviewer for a high-level environmental conditions assessment during the conceptual design phase along State Highway 42. The intent of the study was to develop a branded vision of improvements that increase vehicular traffic flow, enhance multi-modal connectivity, and improve east-west movements across the corridor. Project elements considered major intersection improvements, bike lanes, sidewalks, multi-use paths, and transit improvements. As part of the project, three alternatives were proposed along the approximately



- EXPERTISE
- Environmental Clearances & Permitting
- Local Agency Projects
- NEPA Projects
- Planning and Environmental Linkages Studies
- Project Management
- Stakeholder Involvement
- Transmission Lines

three-mile-long corridor, including options for up to 11 intersections. Environmental context, potential constraints and qualitative assessments (i.e., location, sensitivity, and potential magnitude of impact) were documented in an Environmental Existing Conditions Report. Additionally, the report identified the anticipated type of environmental clearance(s) and/or permit(s) that would be required for project implementation, with consideration for processes by Colorado Department of Transportation (CDOT), the Federal Highway Administration (FHWA) and the United States Army Corps of Engineers (USACE).

Federal Boulevard Improvements Template Environmental Assessment | CCD | Denver, Colorado. Amy managed the Environmental Assessment (EA) for the widening of Federal Boulevard. She worked with the Colorado Department of Transportation (CDOT) and the Federal Highway Administration (FHWA) on behalf of the City and County of Denver to utilize a template EA for the project. She streamlined the transition from a previously completed Planning and Environmental Linkage Study and to build on the City's design refinement that had led to the RAMP funding from CDOT. Amy led the evaluation and documentation for the NEPA resources, including biological, environmental justice, hazardous materials, historic, land use, wetlands, and transportation. The EA was published for public review in ten months and the Finding of No Significant Impact was in less than a year.

I-76 and Bridge Street Environmental Assessment | CDOT Region 1 | Brighton, Colorado. Amy was the National Environmental Policy Act (NEPA) lead for this project. The City of Brighton was the applicant proposing a new interchange on I-76 at the intersection with Bridge Street. This effort included close coordination with the joint lead agencies: Colorado Department of Transportation (CDOT) and the Federal Highway Administration (FHWA). Key resources included historic properties, trails, and land use.

SH 119 Multimodal NEPA Study | RTD | within and between the City of Boulder and City of Longmont, Colorado. Amy is managing the environmental task of this NEPA study, which requires close coordination with CDOT Region 4, the Federal Transit Administration, and the FHWA. Building upon the recommendations of Northwest Area Mobility Study, the study will result in a locally preferred alternation, likely with a phased implementation plan, to address vehicular, transit, pedestrian, and bicycle needs by improving mobility and safety.

Emergency Flood Repairs | Boulder County | Various Locations, Colorado. Amy led several Categorical Exclusions (CatEx) for repairs to the transportation system required as a result of the September 2013 flood. The lead agency for these projects was either the Federal Highway Administration (FHWA) or Federal Emergency Management Agency (FEMA). This effort entailed intense coordination with local, state, and federal agencies to navigate sometimes conflicting schedule and data needs to enable the County to proceed with repairs without jeopardizing federal reimbursement.

Jillian Mauer

QA/QC & Technical Advisor

EDUCATION

BA, Environmental Studies, Connecticut College

YEARS OF EXPERIENCE: 16 | YEARS WITH PINYON: 12

TRAININGS & CERTIFICATIONS

OSHA HAZWOPER Refresher

Colorado Certified Asbestos Building Inspector

CDOT Transportation Erosion Control Supervisor (TECS)

USACE Wetland Delineation Training

FACWet CDOT Training

PROFESSIONAL ORGANIZATIONS

Design Build Institute of America

Jillian Mauer has over 16 years of experience specializing in environmental permitting and National Environmental Policy Act (NEPA) documentation for transportation and transit projects. She has extensive experience managing Colorado Department of Transportation (CDOT) Categorical Exclusion (CatEx) projects throughout the state and has completed numerous Environmental Assessment (EAs) and Planning and Environmental Linkages (PELs) studies for large scale projects. Jillian has both managed and completed technical evaluations for numerous resources, including hazardous materials, biological resources (including wetlands and Waters of the US), recreational facilities (Section 4(f)), and cultural resources (Section 106). She has an in-depth understanding of environmental permitting, agency coordination, impact analysis and mitigation, and management of projects from planning through construction. In addition, Jillian has experience evaluating the presence of asbestos in soils for various redevelopment projects. She has also performed oversight of active Regulated Asbestos Contaminated Soils (RACS) sites, following project-specific and/or agency management standard operating procedure documents (i.e., RTD, CDOT and CCD).

RELEVANT PROJECT EXPERIENCE

Main Street and Ken Pratt Boulevard Intersection Improvements

| City of Longmont and CDOT Region 4 | Longmont, CO. The City of Longmont identified the need for intersection improvements at Main Street (US 287) and Ken Pratt Boulevard (State Highway 119) to provide added capacity and improve safety at the busiest intersection in Longmont. The project received Funding Advancements for Surface Transportation and Economic Recovery Act of 2009 (FASTER) funding, which is administered by the Colorado Department of Transportation (CDOT). As such, the project required compliance with NEPA. Pinyon was retained to complete environmental clearances for



EXPERTISE

Project Management

Environmental Compliance & Permitting

NEPA Documentation

Hazardous Materials

Asbestos-Containing Materials

Stormwater Management

Biological Resources

Public Involvement

biological resources and hazardous materials in support of a Categorical Exclusion using CDOT's Form 128. Jillian was the Project Manager and Environmental Scientist for the project. She completed the wetland delineation and Section 404 permitting and evaluated the project for hazardous materials, including asbestos and lead. Through proactive coordination with CDOT, US Army Corps of Engineers, and the local agency (City of Longmont) several resources were removed from the scope of work and the project team was able to develop early solutions for the management of contaminated materials during construction; both of which streamlined the project and resulted in time and cost savings.

U.S. 85 and Maxwell Street Intersection Project | CDOT | Colorado Springs, CO.

Jillian served as the Environmental Project Manager and lead for a team of technical specialists during completion of a high-level Environmental Conditions Assessment Report during the conceptual design phase for the U.S. Route 85 and Maxwell Street Intersection Improvements project. Proposed improvements aimed during this conceptual design phase aimed to analyze existing traffic patterns and safety concerns; provide report of traffic findings; provide three alternative layouts with minimal impacts that improve safety and traffic flow; begin utility coordination; coordinate location of intersection with the future alignment for U.S. 85; and coordinate exiting concrete box culvert and floodplain constraints. Pinyon's Environmental Conditions Assessment Report identified major environmental constraints that may impact design, as well as red flags for jurisdictional agencies that may be involved in the NEPA study and permitting for the project. The jurisdictional agencies whose permitting processes were considered included CDOT and the USACE. Also, the report recommended next steps for field surveys, agency consultation, and permitting that are expected to be required to construct the improvements, including the anticipated level of clearance(s) and permit(s). Pinyon included evaluation of the following resources: hazardous materials; wetlands and other Waters of the US; biological resources including threatened and endangered species; cultural resources; and recreational facilities.

Interstate 70 (I-70) Exit 203 Interchange | Colorado Department of Transportation (CDOT) Region 3 | Summit County, CO.

CDOT completed a Feasibility Study to identify solutions for safety, mobility, and operational issues on I-70 between Frisco and Silverthorne. The study identified that safety, mobility, and operational improvements on I-70 at the State Highway 9 (SH 9) Frisco interchange (Exit 203) and the adjacent intersection on Lusher Court/Dillon Dam Road are needed. This project will improve the capacity of the interchange by improving the westbound ramp and I-70 bridge, as well as the eastbound ramps and adjacent intersection. Jillian is the Environmental Project Manager, coordinating and overseeing preparation of the NEPA document (anticipated to be a Documented CatEx or Templated EA through use of CDOT's NEPA Neutral Template), and coordinating with CDOT Region 3 and other applicable agencies to secure the necessary environmental clearances for the project. In addition, Jillian oversees a team of technical specialists completing environmental resource evaluations for cultural, biological, air quality, hazardous materials, environmental justice, Section 4(f)/Section 6(f) resources, and more.

Sean Fallon, MA

Cultural Resources Lead

EDUCATION
MA, History - Cultural Resource Management, Colorado State University
BA, History, Colorado State University

YEARS OF EXPERIENCE: 9 | **YEARS WITH PINYON:** 7

PROFESSIONAL ORGANIZATIONS
National Council for Public History

Sean Fallon is an environmental professional with nine years of experience in analyses, documentation, and permitting for transportation projects. He is a historian with a focus in Section 106 and has experience managing Colorado Department of Transportation (CDOT) Categorical Exclusion (CatEx) level projects. Sean also has experience with historic Section 4(f) and routinely manages coordination with the Official with Jurisdiction for projects that may impact historic Section 4(f) resources. Sean is an expert in utilizing GIS and GPS technology for a cultural resource evaluation, including, but not limited to new resource identification, data collection and field survey, sketch and topographic maps, site density maps, and general inventory maps. Sean exceeds the Secretary of the Interior’s Professional Qualification Standards as a Historian and brings innovative, technology driven solutions to historic preservation and Section 106 compliance.

RELEVANT PROJECT EXPERIENCE

North I-25 Express Lanes Design-Build | Boulder and Larimer Counties | Johnstown and Fort Collins, CO. CDOT is supporting growth along the North I-25 corridor by providing improvements to increase safety and trip reliability, decrease travel times for commuters, and improve freight efficiency by reconstructing the aging and obsolete infrastructure. Sean is supporting this multi-stage project by completing Level II documentation for historic resources found to have a Section 106 determination of Adverse Effect. Documentation of adversely affected resources included field surveys, full descriptive and historical narratives, including relevant historic contexts, measured drawings, and medium format black and white photographs.

Horsetooth Reservoir and Carter Lake | Central Federal Lands (CFL) - Federal Highway Administration | Larimer County, CO. Horsetooth Reservoir and Carter Lake Reservoir are federally owned reservoirs managed by the Bureau of Reclamation and Northern Colorado Water Conservancy District. This project will expand and improve vehicular, pedestrian, bicycle access at Horsetooth and Carter Lake Reservoirs while simultaneously addressing safety concerns to these areas which serve over one million visitors annually. Pinyon was contracted by DJ&A to provide environmental



- EXPERTISE
- Cultural Resources
 - Historical Document Preparation
 - Section 106 and 4(f)
 - NEPA
 - Agency Coordination
 - Analysis & Research
 - Historic Preservation
 - GIS

clearances for the project. Sean served as the cultural resources lead for the project. He facilitated the completion of the Section 106 compliance, including a Class III inventory of both archaeological and built environment resources. He was the primary author of the cultural resources report and subsequent addendums sent to the CFL.

Boulder County Flood Recovery Support | Boulder County | Ward, CO. Sean supported Boulder County's ongoing recovery efforts resulting from the catastrophic floods. He worked with Boulder County and the Federal Emergency Management Agency (FEMA) in the Town of Ward with the documentation of historic resources in compliance with Section 106 of the NRHP. Project work occurred within a relatively intact, potentially historic district, adjacent to sensitive historic and potentially historic resources. Because of the large number of contributing buildings and structures within the potential district, Sean proposed the intensive survey of resources within the larger district identified through GIS and assessor data. The results of the evaluation were documented within a Class III Cultural Resources Report, also containing a robust historic context of the town. This approach streamlined the 106 process, keeping the project on budget and schedule, while honoring cultural resources located in the project's Area of Potential Effects.

I-25 South GAP Environmental Assessment | CDOT Regions 1 and 2 | Douglas and El Paso Counties, CO. The Colorado Department of Transportation (CDOT) completed an Environmental Assessment (EA) for approximately 18 miles of I-25 from C-470 to Monument, Colorado. Sean was the Cultural Resource task leader responsible for the evaluation/reevaluation and documentation of historic resources, including linear resources, historic properties, and cultural landscapes, while maintaining and meeting the deadlines of an aggressive project schedule. He was also responsible for compiling extensive research into a usable historical context document for Douglas County and El Paso County, which was used to inform determinations of eligibility for resources in the project area. Due to the high-profile nature of this project, this EA required a high level of coordination with CDOT Regions 1 and 2, in addition to the multiple local municipalities located along I-25 between C-470 and Monument. Sean supported the diverse GAP project team using best practices paired with innovative approaches to meet accelerated project deadlines and complex compliance requirements.

ADA Ramps | CDOT Region 1 | Denver, CO. Sean was the Lead Historian on this Categorical Exclusion project. He coordinated with CDOT and the design firm to ensure all deliverables met CDOT Form #128 standards. The proposed action was to upgrade ramps throughout CDOT Region 1 to be compliant with the American with Disabilities Act. The environmental resources of interest include biological resources, historic resources, and hazardous materials. Sean worked closely with the design team and the CDOT historian to ensure the Section 106 process was completed within the project schedule. The project was completed within CDOT's schedule and under budget.

Ben Burns

Environmental Justice Lead

EDUCATION

BS, Environmental Science, Texas A&M University

YEARS OF EXPERIENCE: 8 | YEARS WITH PINYON: 2

Ben Burns has eight years of experience providing environmental services to construction and transportation clients in Colorado, Arizona, and Texas. His experience has seen him coordinate with numerous federal, state, and local agencies, including the Federal Highway Administration (FHWA), U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), and others. His technical expertise areas include public involvement, community/indirect impacts, and Planning and Environmental Linkages (PEL) studies. Ben has a background in community and socioeconomic impact analysis, starting with the TxDOT Houston District where he evaluated regional influence impacts of transportation projects, including employment patterns, community cohesion, and induced traffic growth. He has also managed numerous NEPA documents that have required a detailed analysis of general socioeconomics for the USACE, US Army, USFS, HUD, and FHWA. Ben's comprehensive socioeconomic analyses are grounded in the direction and requirements of the Executive Orders on Equity and Socioeconomics, and agency-specific requirements on effective analysis methodology.

Ben evaluates the environmental impacts and benefits of federal, state, and local actions that target the interface between humans and nature. A significant portion of his work has included environmental constraints and alternatives analyses: assessing and quantifying the impacts and benefits of various reasonable solutions that meet a project's purpose and need. His contributions on these projects have led to informed and documented decision making that is grounded in stakeholder engagement, multi-disciplinary alignment, and a focused consideration of equity across constituent groups. He has brought his experience with stakeholder engagement and community impacts analysis to Pinyon, where he has continued at the forefront of rapidly evolving legislation on equity and Environmental Justice.

RELEVANT PROJECT EXPERIENCE

City of Louisville Future 42: Connecting People and Places Project | City of Louisville, City of Lafayette, Boulder County | Boulder County, CO.

Pinyon assisted the City of Louisville, in coordination with the City of Lafayette and Boulder County, with a planning and constraints study for improvements along State Highway 42 between Empire Road and Arapahoe Road (a distance of approximately three miles). Ben supported the project team by providing information on the presence of Environmental Justice



EXPERTISE

NEPA

Environmental Justice

Public Involvement

HUD/HRSA/FHWA C.F.R.

PEL Studies

Community Impacts

populations throughout the project area, along with a forecast of the impacts and benefits that possible project alternatives could have on identified Environmental Justice populations.

Colfax Bus Rapid Transit (BRT) Categorical Exclusion (CatEx) | CCD and Regional Transportation District (RTD) | Denver, CO. Ben serves as the environmental justice resource lead, contributing to technical evaluations in support of the Federal Transit Administration (FTA) CatEx documentation. Ben integrated evaluations utilizing the CDOT NEPA Manual and FTA Environmental Justice Policy Guidance to assist in determining whether EJ populations are present and whether impacts are disproportionately borne by EJ communities, while addressing other resources as appropriate (e.g., noise, air and water pollution, aesthetics, relocation impacts).

Safer Main Streets Mississippi Avenue | DOTI/CDOT | Denver County, CO. Ben led the environmental evaluation of the Safer Main Streets Mississippi Avenue project, which sought to improve safety and pedestrian facilities along Mississippi Avenue in Denver County. Coordinating with DOTI and CDOT environmental planners, he managed the development of NEPA reports for biology, hazardous materials, and cultural resources, and personally evaluated environmental justice and community impacts of project improvements, documenting the effects of the proposed project on local businesses, community cohesion, and underserved populations.

Washington Street Improvement Project | DOTI/FHWA | Denver County, CO. Ben coordinated with the City and County of Denver and FHWA to conduct a NEPA evaluation of the Washington Street Improvements Project in the Globeville neighborhood. Due to the RAISE Grant funding of the project, the environmental analysis required coordination directly with FHWA and included a detailed focus on Environmental Justice and cultural resources. The project was purposed to benefit the underserved community of the neighborhood; however, a robust analysis of both community and cultural impacts was required to adequately assess project impacts and benefits to the disadvantaged populations and valuable historic resources within the project area. Ben's efforts included close coordination with the project design team to mitigate environmental effects and seek a final design alternative that would meet project needs while maximizing the preservation of community and historic resources.

I-45 North and South PEL Studies | TxDOT | Houston, TX. Ben oversaw two PEL studies with project limits that coincided on the north and south ends of the \$7 billion North Highway Houston Improvement Project. These PEL studies had heavy public involvement and sought to pave the way for future Environmental Impact Statements that would concern major improvement projects along the I-45 corridor. While under his oversight, these PEL studies included three public meetings and six stakeholder/agency coordination meetings that Ben planned and conducted with the help of a consultant team.

JENNIFER MCPHERSON

President/Owner



Education

AA, General Studies,
Olympic College, WA,
1995

Location

Mead, CO

Years with Chickenango

6

Years of Experience

27

Training/ Certifications

FEMA Certified Public
Information Officer



US 34 / MacGregor Roundabout



MTN. RAIL OPEN HOUSE CRAIG, CO



US 50/CO 231 IMPROVEMENTS
OPEN HOUSE, PUEBLO, CO

Background

Jennifer is a FEMA-certified Public Information Officer with 26 years of communications experience in civil engineering. Her deep understanding of transportation infrastructure, from planning to construction, highlights the crucial role of communications in project success. Jennifer specializes in connecting outreach efforts to all corners of communities through public engagement, government relations, public meetings, and stakeholder collaboration. She has a strong track record of creating and executing strategic messaging plans for infrastructure projects, particularly in rural areas, for both state Departments of Transportation and local governments.

Recent Project Experience in Colorado

US 50 and CO 231 Improvements, CDOT R2, Pueblo, CO

Jennifer served as the Lead Public Information Manager for a deeply impactful project involving the tragic loss of three lives—a great-grandmother and her two great-grandchildren—at a dangerous intersection. This project required a significant crisis communications effort to address the community's grief and mobilized advocacy for change. The children's school community rallied behind their parents, passionately advocating for the installation of a traffic signal at the intersection to prevent further tragedies.

As the head of public outreach, Jennifer faced the complex challenge of conveying the results of a traffic study that concluded a signal would likely increase accidents and pose greater safety risks. Balancing empathy with transparency, Jennifer led Chickenango in organizing one-on-one meetings with the grieving family to explain the findings, ensuring they felt heard and respected. She also spearheaded efforts to craft messaging that the wider community could understand and accept, presenting the technical data in relatable terms while maintaining sensitivity to their emotional concerns.

Jennifer's role went beyond traditional public involvement, requiring a delicate balance of strategic communication, heartfelt compassion, and technical clarity to foster understanding in a community grappling with loss. Her leadership exemplified Chickenango's commitment to bridging the gap between complex transportation data and the people most affected by it.

Mountain Rail Study, Colorado Department of Transportation, Division of Transit and Rail

Jennifer was the project manager for public outreach and



engagement on this project, providing a pivotal role in supporting the Colorado Department of Transportation's Mountain Rail project by leading the public outreach and engagement efforts. Our team coordinated and executed nine open houses, both in-person and virtual, to gather feedback from the community, ensuring transparency and fostering dialogue between stakeholders. We provided all project collateral, including bilingual translations, presentations, surveys, and promotional materials, allowing for a diverse and inclusive engagement process. Additionally, we facilitated the development of informative and interactive presentations to effectively communicate project goals, funding opportunities, environmental benefits, and service development plans, ensuring the public had multiple opportunities to provide input and stay informed.

CDOT, Region 4, US 34 / MacGregor Roundabout, Estes Park Completion July 2, 2020

Jennifer McPherson served as the Public Information Lead for CDOT's US 34 / MacGregor Roundabout project in Estes Park, a high-profile and complex undertaking that aimed to improve traffic flow and safety at a critical intersection. The project required a robust communications strategy to address the concerns of a diverse group of stakeholders, including local residents, business owners, and visitors, while also navigating public skepticism about the roundabout design.

Jennifer led the effort to host a well-attended in-person open house to provide information and gather input from the community. Just three days later, the onset of COVID-19 created unprecedented challenges, shutting down in-person engagement. Despite these obstacles, Jennifer and her team swiftly transitioned to virtual meetings and implemented socially distanced outreach methods to ensure the project stayed on track.

Through her innovative communication strategies and adaptability, Jennifer maintained transparency and fostered stakeholder confidence, even under the constraints of a global pandemic. Her leadership played a crucial role in ensuring the project was completed ahead of schedule, demonstrating her ability to deliver effective public information services in even the most challenging circumstances.

CDOT/City and County of Broomfield, US 287/120th Ave. Multimodal & Safety Study Outreach

Jennifer was responsible for oversight and creation of conducting a combination of digital and non-digital strategies to engage the communities to seek input throughout the corridor project limits where residents are experiencing gaps in accessible multimodal travel for all ages and abilities, safety challenges, or where overall multimodal options for residents can be improved. Input was focused on existing conditions for the first portion of outreach and design alternatives for the second portion. Engagement and Relations Efforts included collateral and community surveys in five different languages, upkeep of two project websites, interactive project maps, trackable QR codes, postcards, stakeholder and comment and response management, and two in person outreach events.

Schedule 5

Federal Highway Administration (FHWA) Requirements

Excerpt from Request for Proposal dated December 3, 2024, Section 10

10.1. NONCONSTRUCTION FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT CLAUSES

A. Federal laws and regulations that may be applicable to the Work include:

1. 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).
2. 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).
3. 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).
4. 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).
5. 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).
6. 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).
7. Office of Management and Budget (OMB)Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
8. 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.

9. 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.
 10. 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).
 11. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.)
 12. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45
 13. 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.
 14. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
 15. 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
 16. 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:
1. 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.
 2. 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.
 3. 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.

4. 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.
5. 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 regarding the foregoing sections and the IGA (attached) 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.

10.2. OMB UNIFORM GUIDANCE FOR FEDERAL PROJECTS

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:

- A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending

Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- B. 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.
 1. The City must report all suspected or reported violations to the Federal awarding agency.
- C. 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.

- D. 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:
1. Clean Air Act:
 - a. 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.
 - b. 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.
 - c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.
 2. Federal Water Pollution Control Act:
 - a. 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.
 - b. 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.
 - c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.
- E. 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.

- F. 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.
- G. 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.
- H. Procurement of Recovered Material (C.F.R. § 200.323).
1. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - b. Meeting contract performance requirements.
 - c. At a reasonable price.
 2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- I. Additional Provisions.
1. 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.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. 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.
4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.
5. 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.
6. 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.
7. 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 contract.

Additional Information for Agreement

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan

PERA Questionnaire

Insurance Certificate(s)

The items listed above will be added prior to signature



PINYON ENVIRONMENTAL, INC.

Unique Entity ID TSYVJJBLEML8	CAGE / NCAGE 1QKX7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 9, 2025	
Physical Address 3222 South Vance Street #200 Lakewood, Colorado 80227-5003 United States	Mailing Address 3222 S Vance ST Suite 200 Lakewood, Colorado 80227-5003 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Colorado 07	State / Country of Incorporation Colorado / United States	URL http://pinyon-env.net/

Registration Dates

Activation Date Dec 11, 2024	Submission Date Dec 9, 2024	Initial Registration Date Feb 26, 2002
--	---------------------------------------	--

Entity Dates

Entity Start Date Jul 19, 1993	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

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

Socio-Economic Types

SBA-Certified Women-Owned Small Business

Entrance Date: Aug 22, 2022

Exit Date: (blank)

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

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
-------------------------------------	------------------------------

EFT Indicator 0000	CAGE Code 1QKX7
-----------------------	--------------------

Points of Contact

Electronic Business

👤 Scott Epstein, CEO	3222 S. Vance ST. Unit 200 Lakewood, Colorado 80227 United States
Tim Dwenger	3222 S. Vance ST. Lakewood, Colorado 80232 United States

Government Business

👤 Russ Cirillo, Federal Market Manager	3222 S. Vance ST. Unit 200 Lakewood, Colorado 80227 United States
Tim Dwenger, Marketing & Proposals Lead	3222 S. Vance ST. Unit 200 Lakewood, Colorado 80227 United States

Past Performance

👤 Russ Cirillo, Federal Market Manager	3222 S. Vance ST. Unit 200 Lakewood, Colorado 80227 United States
Tim Dwenger, Marketing & Proposals Lead	3222 S. Vance ST. Lakewood, Colorado 80232 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541620	Environmental Consulting Services
	541320	Landscape Architectural Services
	541330	Engineering Services
	541611	Administrative Management And General Management Consulting Services
	541690	Other Scientific And Technical Consulting Services
	541720	Research And Development In The Social Sciences And Humanities
	541990	All Other Professional, Scientific, And Technical Services
	562910	Remediation Services

Disaster Response

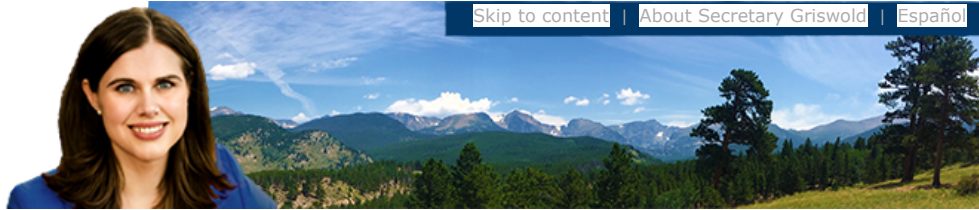
Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)



Summary

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Details			
Name	Pinyon Environmental, Inc.		
Status	Good Standing	Formation date	07/19/1993
ID number	19931074081	Form	Corporation
Periodic report month	July	Jurisdiction	Colorado
Principal office street address	3222 S Vance St Ste 200, Lakewood, CO 80227, US		
Principal office mailing address	3222 S Vance St Ste 200, Lakewood, CO 80227, US		

Registered Agent	
Name	Scott G Epstein
Street address	3222 S Vance St Ste 200, Lakewood, CO 80227, US
Mailing address	3222 S Vance St Ste 200, Lakewood, CO 80227, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Pinyon Environmental, Inc.

is a

Corporation

formed or registered on 07/19/1993 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 19931074081 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/12/2025 that have been posted, and by documents delivered to this office electronically through 01/14/2025 @ 13:46:54 .

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 01/14/2025 @ 13:46:54 in accordance with applicable law. This certificate is assigned Confirmation Number 16896447 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2025

SUMMARY:

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

PREVIOUS COUNCIL ACTION:

These appointments are confirmed on an annual basis.

BACKGROUND:

Annual appointments are made assigning a City Council representative to serve on Boards and Commissions where it is either required by legislation that a Council Member be a member, or it has been the policy to have a Council Member serve on a particular Board or Commission. The new terms will expire January 31, 2026.

FINANCIAL IMPLICATIONS:

N/A

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15881

A RESOLUTION CONFIRMING THE APPOINTMENT OF
COUNCIL MEMBERS TO VARIOUS BOARDS AND
COMMISSIONS FOR THE YEAR 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Joe Latino and Sarah Martinez are appointed to serve as the Council Representatives on the **City/County Library District Board of Trustees Appointment Committee** for one-year terms expiring January 31, 2026.

SECTION 2.

Roger Gomez is appointed to serve as the Council Representative on the **Committee on Disposition of Forfeited Property** for a one-year term expiring January 31, 2026.

SECTION 3.

Sarah Martinez is appointed to serve as the ex-officio on the **Latino Chamber Foundation Board of Directors** for a one-year term expiring January 31, 2026.

SECTION 4.

Roger Gomez is appointed to serve as the City Council Representative and Regina Maestri to serve as the Alternate City Council Representative to serve on the **Fountain Creek Watershed Flood Control & Greenway District Governing Board** for one-year terms expiring January 31, 2026.

SECTION 5.

Mark Aliff is appointed to serve as the Council Representative on the **HARP Authority Board of Directors** for a one-year term expiring January 31, 2026.

SECTION 6.

Brett Boston is appointed to serve as the Council Representative on the **Planning and Zoning Commission** for a one-year term expiring January 31, 2026.

SECTION 7.

Mark Aliff and Dennis Flores are appointed to serve as the Council Representatives on the **Pueblo Economic Development Corporation Board of Directors** for one-year terms

expiring January 31, 2026.

SECTION 8.

Regina Maestri is appointed to serve as the Council Representative on the **Pueblo Regional Building Commission** for a one-year term expiring January 31, 2026.

SECTION 9.

Brett Boston is appointed to serve as the Council Representative and Dennis Flores to serve as the Ex-Officio Member on the **Pueblo Urban Renewal Authority** for a one-year term expiring January 31, 2026.

SECTION 10.

Joe Latino is appointed to serve as the Council Representative on the **Pueblo Memorial Airport Advisory Committee** for one-year terms expiring January 31, 2026.

SECTION 11.

Sarah Martinez is appointed to serve as the Council Representative on the **Community Commission on Housing & Homelessness** for a one-year term expiring January 31, 2026.

SECTION 12.

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

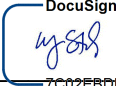
SECTION 13.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: January 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 27, 2025

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 REAPPOINTMENT BY THE MAYOR OF ELIZABETH GALLEGOS TO SERVE A FIVE-YEAR TERM EXPIRING DECEMBER 1, 2029, ON THE PUEBLO URBAN RENEWAL AUTHORITY

SUMMARY:

This Resolution confirms the appointment by the Mayor of Elizabeth Gallegos to serve a five-year term expiring December 1, 2029, on the Pueblo Urban Renewal Authority.

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 normal term expiration of Elizabeth Gallegos, there is one appointment available to serve a five-year term.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15882

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE
MAYOR OF ELIZABETH GALLEGOS TO SERVE A FIVE-YEAR
TERM EXPIRING DECEMBER 1, 2030, ON THE PUEBLO
URBAN RENEWAL AUTHORITY

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of
her reappointment of Elizabeth Gallegos to the Pueblo Urban Renewal Authority; NOW,
THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Elizabeth Gallegos to the Pueblo Urban Renewal
Authority to serve a five-year term expiring February 1, 2030 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: January 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 27, 2025

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 FROM THE CITY OF PUEBLO IN SUPPORT OF COLORADO SB25-004 – REGULATING CHILD CARE FEES, CONCERNING REGULATING FEES LICENSED CHILD CARE CENTERS MAY CHARGE FAMILIES

SUMMARY:

Attached is a Resolution in support of Colorado SB25-004 concerning regulating fees licensed child care centers may charge families.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

SB25-004 limits the amount a licensed child care center, family child care home, or substitute placement agency (“**child care center**”) may charge for a wait list fee or an application fee to \$25. A child care center shall use a wait list fee or an application fee to cover only the administrative burdens of managing a wait list or processing an application. A child care center shall credit a deposit fee toward the family's first month of child care if the family secures a position with the child care center.

For transparency and accountability to families, a child care center shall create and publish a policy for establishing fees. Each child care center shall make the information available to families in a clear and understandable format before families apply to and enroll in the child care center. Each child care center shall display the information in a prominent and conspicuous location:

- On the child care center's website, if applicable;
- In the child care center's facility at all times during operational hours; and

- On the child care center's application.

During the Department of Early Childhood's ("**Department**") periodic inspections, or if a complaint is filed regarding fees, the Department shall review the information in the child care center's policy for establishing fees to confirm the child care center is complying with the law. If the Department finds the child care center is not compliant, the child care center has 30 days after the date of inspection to comply. If the child care center does not comply within 30 days after the date of inspection, the department may take further disciplinary action.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly support Colorado SB25-004.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. SB25-004

RESOLUTION NO. 15883

A RESOLUTION FROM THE CITY OF PUEBLO IN SUPPORT
OF COLORADO SB25-004 – REGULATING CHILD CARE FEES,
CONCERNING REGULATING FEES LICENSED CHILD CARE
CENTERS MAY CHARGE FAMILIES

WHEREAS, access to and affordability of quality child care continues to be a pressing concern in Colorado, hampering many parents from entering the workforce or remaining fully or consistently employed; and

WHEREAS, some child care providers charge families a fee to put their name on a waitlist and due to child care shortages, most families looking for child care pay waitlist fees, most of which are non-refundable, to numerous child care providers; and

WHEREAS, unlike a deposit that holds a slot, waitlist fees are more analogous to paying for the right to be at the back of a very long line; and

WHEREAS, SB25-004 will address the high costs of child care by limiting private child care center application or waitlist fees to \$25. Additionally, the bill would require private child care centers to publish a policy for creating fees that would be made available to families before they apply. Under the bill, the waitlist fee may only be used to cover administrative costs, and a deposit fee must be applied to the first month of child care following the acceptance of child care services; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of the City of Pueblo, for the above-stated reasons, supports the passage of SB25-004 and urges the Colorado State Legislature to enact the same.

SECTION 2.

A copy of this Resolution be transmitted to all members of the Colorado General Assembly and the Governor of Colorado.

SECTION 3.

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

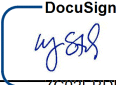
SECTION 4.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: January 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**First Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO**

INTRODUCED

LLS NO. 25-0605.01 Alana Rosen x2606

SENATE BILL 25-004

SENATE SPONSORSHIP

Winter F. and Marchman,

HOUSE SPONSORSHIP

Willford and Garcia,

Senate Committees

Business, Labor, & Technology

House Committees

A BILL FOR AN ACT

101 **CONCERNING REGULATING FEES LICENSED CHILD CARE CENTERS MAY**
102 **CHARGE FAMILIES.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill limits the amount a licensed child care center, family child care home, or substitute placement agency (child care center) may charge for a wait list fee or an application fee to \$25.

A child care center shall use a wait list fee or an application fee to cover only the administrative burdens of managing a wait list or processing an application.

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

A child care center shall credit a deposit fee toward the family's first month of child care if the family secures a position with the child care center.

For transparency and accountability to families, a child care center shall create and publish a policy for establishing fees. Each child care center shall make the information available to families in a clear and understandable format before families apply to and enroll in the child care center. Each child care center shall display the information in a prominent and conspicuous location:

- On the child care center's website, if applicable;
- In the child care center's facility at all times during operational hours; and
- On the child care center's application.

During the department of early childhood's (department) periodic inspections, or if a complaint is filed regarding fees, the department shall review the information in the child care center's policy for establishing fees to confirm the child care center is complying with the law. If the department finds the child care center is not compliant, the child care center has 30 days after the date of inspection to comply. If the child care center does not comply within 30 days after the date of inspection, the department may take further disciplinary action.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **add** 26.5-5-332 as
3 follows:

4 **26.5-5-332. Regulation of child care center fees - complaints**
5 **- enforcement - definitions.** (1) AS USED IN THIS SECTION, UNLESS THE
6 CONTEXT OTHERWISE REQUIRES:

7 (a) "CHILDCARE CENTER" MEANS A CHILDCARE CENTER, A FAMILY
8 CHILD CARE HOME, OR A SUBSTITUTE PLACEMENT AGENCY LICENSED
9 PURSUANT TO THIS PART 3.

10 (b) "CHILDCARE CENTER APPLICATION FEE" OR "APPLICATION FEE"
11 MEANS A SUM OF MONEY, HOWEVER DENOMINATED, THAT IS CHARGED OR
12 ACCEPTED BY A CHILD CARE CENTER FROM A PROSPECTIVE FAMILY IN
13 CONNECTION WITH THE PROSPECTIVE FAMILY'S SUBMISSION OF A CHILD

1 CARE CENTER APPLICATION.

2 (c) "CHILD CARE CENTER DEPOSIT FEE" OR "DEPOSIT FEE" MEANS
3 A SUM OF MONEY, HOWEVER DENOMINATED, THAT IS CHARGED OR
4 ACCEPTED BY A CHILD CARE CENTER FROM A FAMILY IN CONNECTION WITH
5 THE FAMILY SECURING A GUARANTEED CHILD CARE POSITION.

6 (d) "CHILD CARE CENTER WAIT LIST FEE" OR "WAIT LIST FEE"
7 MEANS A ONE-TIME FEE CHARGED OR ACCEPTED BY A CHILD CARE CENTER
8 FROM A PROSPECTIVE FAMILY IN CONNECTION WITH THE PROSPECTIVE
9 FAMILY JOINING A WAIT LIST FOR A POTENTIAL CHILD CARE POSITION THAT
10 IS NOT YET AVAILABLE.

11 (2) (a) A CHILD CARE CENTER MAY CHARGE A CHILD CARE CENTER
12 WAIT LIST FEE TO PROSPECTIVE FAMILIES SEEKING A POTENTIAL CHILD
13 CARE POSITION THAT IS NOT YET AVAILABLE. A CHILD CARE CENTER SHALL
14 NOT CHARGE MORE THAN TWENTY-FIVE DOLLARS PER WAIT LIST
15 TRANSACTION.

16 (b) THE WAIT LIST FEE MUST BE A SEPARATE FEE FROM THE OTHER
17 FEES A CHILD CARE CENTER MAY CHARGE. A CHILD CARE CENTER SHALL
18 USE A WAIT LIST FEE TO COVER ONLY THE ADMINISTRATIVE BURDENS OF
19 MANAGING A WAIT LIST.

20 (3) (a) A CHILD CARE CENTER MAY CHARGE A CHILD CARE CENTER
21 APPLICATION FEE TO PROSPECTIVE FAMILIES WHO SUBMIT AN APPLICATION
22 TO THE CHILD CARE CENTER SEEKING TO SECURE CHILD CARE SERVICES. A
23 CHILD CARE CENTER SHALL NOT CHARGE MORE THAN TWENTY-FIVE
24 DOLLARS PER APPLICATION.

25 (b) THE APPLICATION FEE MUST BE A SEPARATE FEE FROM THE
26 OTHER FEES A CHILD CARE CENTER MAY CHARGE. A CHILD CARE CENTER
27 SHALL USE AN APPLICATION FEE TO COVER ONLY THE ADMINISTRATIVE

1 BURDENS OF PROCESSING AN APPLICATION.

2 (4) A CHILD CARE CENTER MAY CHARGE A CHILD CARE CENTER
3 DEPOSIT FEE TO A FAMILY TO SECURE A GUARANTEED CHILD CARE
4 POSITION. THE CHILD CARE CENTER SHALL CREDIT THE DEPOSIT FEE
5 TOWARD THE FAMILY'S FIRST MONTH OF CHILD CARE FOLLOWING THE
6 ACCEPTANCE OF CHILD CARE SERVICES.

7 (5) (a) FOR TRANSPARENCY AND ACCOUNTABILITY TO FAMILIES,
8 A CHILD CARE CENTER SHALL CREATE AND PUBLISH A POLICY FOR
9 ESTABLISHING FEES, WHICH MAY INCLUDE THE FOLLOWING:

- 10 (I) WAIT LIST FEES;
- 11 (II) APPLICATION FEES;
- 12 (III) DEPOSIT FEES;
- 13 (IV) TUITION FEES;
- 14 (V) LATE PICK-UP FEES;
- 15 (VI) ACTIVITY FEES;
- 16 (VII) FIELD TRIP FEES;
- 17 (VIII) UNIFORM FEES;
- 18 (IX) SUPPLY FEES;
- 19 (X) MEAL AND SNACK FEES;
- 20 (XI) REGISTRATION FEES;
- 21 (XII) LATE PAYMENT FEES; AND
- 22 (XIII) ANY OTHER FEES.

23 (b) (I) EACH CHILD CARE CENTER SHALL MAKE THE INFORMATION
24 DESCRIBED IN SUBSECTION (5)(a) OF THIS SECTION AVAILABLE TO FAMILIES
25 IN A CLEAR AND UNDERSTANDABLE FORMAT BEFORE FAMILIES APPLY TO
26 AND ENROLL IN THE CHILD CARE CENTER.

27 (II) EACH CHILD CARE CENTER SHALL DISPLAY THE INFORMATION

1 IN A PROMINENT AND CONSPICUOUS LOCATION:

2 (A) ON THE CHILD CARE CENTER'S WEBSITE, IF APPLICABLE;

3 (B) IN THE CHILD CARE CENTER'S FACILITY AT ALL TIMES DURING
4 OPERATIONAL HOURS; AND

5 (C) ON THE CHILD CARE CENTER'S APPLICATION.

6 (6)(a) DURING AN INSPECTION CONDUCTED PURSUANT TO SECTION
7 26.5-5-316 (1), OR IF A COMPLAINT REGARDING FEES IS FILED WITH THE
8 DEPARTMENT THROUGH THE COMPLAINT PROCEDURES DESCRIBED IN
9 SECTION 26.5-5-316 (1)(b)(II) OR THE CHILD CARE RESOURCE AND
10 REFERRAL SYSTEM CREATED IN SECTION 26.5-5-324, THE DEPARTMENT
11 SHALL REVIEW THE INFORMATION DESCRIBED IN SUBSECTION (5)(a) OF
12 THIS SECTION TO DETERMINE WHETHER THE CHILD CARE CENTER IS
13 COMPLYING WITH THE REQUIREMENTS OF THIS SECTION.

14 (b) IF THE DEPARTMENT FINDS THE CHILD CARE CENTER IS NOT
15 COMPLIANT WITH THIS SECTION FOLLOWING THE INSPECTION DESCRIBED
16 IN SUBSECTION (6)(a) OF THIS SECTION, THE CHILD CARE CENTER HAS
17 THIRTY DAYS AFTER THE DATE OF INSPECTION TO COMPLY WITH THE
18 REQUIREMENTS OF THIS SECTION.

19 (c) IF THE CHILD CARE CENTER DOES NOT COMPLY WITH THE
20 REQUIREMENTS OF THIS SECTION WITHIN THIRTY DAYS AFTER THE DATE OF
21 INSPECTION DESCRIBED IN SUBSECTION (6)(a) OF THIS SECTION, THE
22 DEPARTMENT MAY TAKE FURTHER DISCIPLINARY ACTION PURSUANT TO
23 SECTION 26.5-5-317 (2).

24 (7) (a) THIS SECTION DOES NOT APPLY TO THE UNIVERSAL
25 PRESCHOOL PROGRAM ESTABLISHED IN PART 2 OF ARTICLE 4 OF THIS TITLE
26 26.5; THE COLORADO CHILD CARE ASSISTANCE PROGRAM CREATED IN
27 PART 1 OF ARTICLE 4 OF THIS TITLE 26.5; OR A HEAD START PROGRAM, AS

1 DEFINED IN SECTION 26.5-4-103.

2 (b) A CHILD CARE CENTER SHALL REIMBURSE A FAMILY FOR A WAIT
3 LIST FEE OR AN APPLICATION FEE IF IT IS LATER DETERMINED THAT THE
4 FAMILY QUALIFIED FOR THE COLORADO CHILD CARE ASSISTANCE
5 PROGRAM WHEN THE FAMILY PAID THE WAIT LIST FEE OR APPLICATION FEE.

6 **SECTION 2. Act subject to petition - effective date.** This act
7 takes effect January 1, 2026; except that, if a referendum petition is filed
8 pursuant to section 1 (3) of article V of the state constitution against this
9 act or an item, section, or part of this act within such period, then the act,
10 item, section, or part will not take effect unless approved by the people
11 at the general election to be held in November 2026 and, in such case,
12 will take effect on the date of the official declaration of the vote thereon
13 by the governor.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND STANTEC CONSULTING SERVICES, INC RELATING TO BID NO. 24-115, CONSULTANT FOR EPA BROWNFIELDS STUDY, FOR PLANNING DEPARTMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves an Agreement for professional services relating to Bid No. 24-115, Consultant for EPA Brownfields Study for Planning Department.

PREVIOUS COUNCIL ACTION:

City Council established the Project PL2501 and budgeted and appropriated \$750,000 in grant funds from the United State Environmental Protection Agency (USEPA) Brownfields program Grant No. 00I02100.

BACKGROUND:

The City solicited proposals (Bid No. 24-115) for consultants to complete professional services for the United States Environmental Protection Agency Brownfields Multipurpose grant for Planning Department. Four consulting firms submitted proposals, and Stantec Consulting Services Inc. was selected as the most qualified to complete the Project. The total cost to complete the three phases within the scope of services for the Project is \$100,000,000. The USEPA has released the first \$750,000 for the Project and will authorize the remaining \$250,000 early in 2025. The Project consists of money for hazardous waste testing, evaluating and comprehensive planning in Pueblo's low-and moderate-income designated neighborhoods of the East Side, Bessemer, and West Side. Funds can be used for redevelopment or economic planning as well as testing for contamination. The Project will also provide limited funds for physical clean-up of El Centro Del Quinto Sol Community Center. Stantec is a recognized regional leader in Brownfields Consulting services and has executed

successful projects in Trinidad, Fremont County, Denver, and Colorado Springs. The scope of services for the Project includes four tasks:

Task 1 - Administration and engagement: \$67,000

Task 2 – Cleanup: \$333,000

Task 3 - Assessments and Inventory: \$400,000

Task 4 – Re-use and Area Wide Planning: \$200,000

Total Scope of Services: \$1,000,000

FINANCIAL IMPLICATIONS:

The total Project budget, PL2501 will be funded through the following sources:

EPA Grant Award No. 00I02100 \$750,000

The USEPA has released the first \$750,000 for the Project and will authorize the remaining \$250,000 early in 2025 for a total EPA Grant Award of \$1,000,000.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

The grant requires the City to create a vibrant Brownfields Advisory Committee made up of citizens, existing business, state and federal agencies as well as non-profits and other agencies of the city dedicated to redevelopment such as the Urban Renewal Authority. The Brownfields Advisory Committee will include Quarterly meetings to understand the community's goals and values, in-person open house events, focus group meetings, meetings with City commissions and boards, a Project website with questionnaires, relevant documents, and videos explaining the Project. The grant also allows funds to be spent on helping private businesses evaluate levels of contamination and assist redevelopment of projects by providing cost estimates for cleanup and understanding the levels of hazardous materials. This grant will be crucial to rehabilitating large vacant buildings.

ALTERNATIVES:

Denial of this Resolution will result in the readvertising for proposals for this Project.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. 24-115 Stantec PSA For EPA Brownfields Study

RESOLUTION NO. 15884

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND STANTEC CONSULTING SERVICES, INC RELATING TO BID NO. 24-115, CONSULTANT FOR EPA BROWNFIELDS STUDY, FOR PLANNING DEPARTMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for the Project No. 24-115 Consultant for EPA Brownfields Study for Planning Department have been received and examined; and,

WHEREAS, Stantec Consulting Services, Inc. has been selected to provide professional services for said Project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Agreement for Professional Services dated January 27, 2025, between the City of Pueblo, a Colorado Municipal Corporation, and Stantec Consulting Services, Inc. of which a copy is attached hereto and on file at the office of the City Clerk, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds in the amount of \$750,000 for said professional services shall be paid from PL2501, EPA Brownfields Study for Planning Department Project, and \$250,000 shall be paid at a later date in 2025.

SECTION 3.

The Purchasing Agent is hereby authorized to execute and deliver said Agreement on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City thereto and attest same.

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
STANTEC CONSULTING SERVICES INC.**

24-115

CONSULTANT FOR EPA BROWNFIELDS STUDY

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND STANTEC CONSULTING SERVICES INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Stantec Consulting Services Inc., a New York corporation authorized to do business in Colorado (hereinafter referred to as "Consultant"), a professional firm for Consultant to render certain professional consulting and related services for City in connection with Bid 24-115 Consultant for EPA Brownfields 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 professional assistance to the City for Phase 1 and Phase 2 assessments, creation of extensive area wide plans across multiple neighborhoods (for at least two areas identified as revitalizing strategies in Pueblo's historic neighborhoods), project clean-up management for at least one site, and related services as per the terms of this Agreement for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.
- C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work including the project Quality Assurance Project Plan (Phase 1 and Phase 2 Environmental Assessment Activities), outreach and planning, cleanup planning and

management, assistance for the project implementation of the EPA Multipurpose Grant, and other services, irrespective of City's approval of or acquiescence in same, including that work performed by Consultant's subconsultants and subcontractors. 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 Phase 1 and Phase 2 Environmental Assessment Activities, outreach and planning, cleanup planning and management, assistance for the project implementation of the EPA Multipurpose Grant 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 \$673,600.00 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 thirty (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 assessments, plans, grant documentation, 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: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services performed in accordance with the requirements of this Agreement 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, the project Quality Assurance Project Plan (Phase 1 and Phase 2 Environmental Assessment Activities), outreach and planning, cleanup planning and management, assistance for the project implementation of the EPA Multipurpose Grant, 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 assessments, plans, grant documentation, data, reports, calculations, summaries, work product, communication, notes, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Planning & Community Development, Attn: Scott Hobson, Planning & Community Development Acting Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Stantec Consulting Services Inc., Attn: Carrie Rackey, Principal/Project Manager, 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 Bid 24-115 Consultant for EPA Brownfields 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. Provided City has paid all monies authorized and owed to Consultant under this Agreement, 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.
- B. The City shall provide notice to Consultant in the event City fails to appropriate funds, and in such event Consultant's obligations under this Agreement shall immediately cease, except for completion of any services paid in advance, if any.
- C. Financial obligations of the City payable after the current City Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

7.12. Limitation of Liability

The total amount of all claims City may have against Consultant or Consultant may have against the City 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 or Consultant's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant or the City, as the case may be, and not against any of Consultant's or City's employees, officers or directors.

7.13. Waiver of Consequential Damages

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.

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 United States Environmental Protection Agency. Consultant agrees it is subject to and shall comply with all applicable provisions of said the United States Environmental Protection Agency grant for which the contract award has been made and applicable regulations.
- B. Consultant shall comply with the Special Funding Requirements attached as Schedule 5 and any/all other Federal, State, and local laws applicable to its activities.
- C. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or the United States Environmental Protection 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 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.

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

10.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility

and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 5 pages.
- Schedule 2 - "Fee Schedule" consisting of 2 pages.
- Schedule 3 - "Work Schedule" consisting of 2 pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 16 pages.
- Schedule 5 - "Special Funding Requirements" consisting of 7 pages.

15. SIGNATURE

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

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

STANTEC CONSULTING SERVICES INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Carrie Rackey, Principal

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Danny Nunn, Interim Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

David Wyatt, Assistant City Attorney

Attachments: Schedules 1 – 5 and Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated October 1, 2024, Section 3

3.1. Objective

The City of Pueblo will continue its Brownfields program with a five-year multipurpose grant from the United States Environmental Protection Agency (USEPA). This grant will focus on the City's Y Zone (named after the shape these historically disadvantaged and minority neighborhoods take on a map) including the City's East Side, Bessemer, and Downtown/West Side areas.

Primarily, the Consultant (Qualified Environmental Professional/QEP) will assist the City with Phase 1 and Phase 2 assessments, creation of extensive area wide plans across multiple neighborhoods (for at least two areas identified as revitalizing strategies in Pueblo's historic neighborhoods), and project clean-up management for at least one site.

The Consultant will be expected to support and assist the City's Project Manager on various tasks related to the implementation of the workplan developed with the EPA; refer to the Multipurpose grant application and approved EPA work plan in [ATTACHMENTS](#). The project work will involve frequent communications with City staff, EPA, state agencies, and some communication with project stakeholders (property owners, interested citizens, and elected officials).

3.2. Minimum Qualifications

The Consultant for this project must possess the following, at a minimum, to be considered for this project:

- A. Completed at least 3 EPA Brownfields or related EPA projects within the last five years
- B. Experience assisting a local municipality implementing an EPA grant such as a multipurpose, cleanup, or community assessment grant
- C. One (1) full-time Colorado licensed professional geologist in good standing
- D. One (1) full-time Colorado professional engineer in good standing
- E. One (1) full-time Environmental Professional as defined in ASTM 1527-21
- F. Five (5) years' environmental professional experience
- G. Knowledge of and experience with development of Quality Assurance Project Plans
- H. Demonstrated experience in conducting community outreach and public meetings
- I. Demonstrated experience with historic preservation as it relates to Brownfields/EPA, NEPA and Section 106

3.3. Scope of Service

- A. The awarded Consultant shall the following tasks, at a minimum, for this project:
 - 1. Task 1: Quality Assurance Project Plan (QAPP), Phase 1 and 2 Environmental Assessment Activities

- a. Draft a QAPP with the City of Pueblo to be approved by the EPA
 - b. Conduct at least twenty (20) Phase 1, four (4) Phase 2 assessments, and any other related assessments required to evaluate sites
 - c. Ensure quality assurance for all environmental sampling and planning
 - d. Conduct a minimum of two hazardous building materials surveys
 - e. Conduct at least one (1) brownfields inventory
 - f. Assist in site eligibility determinations
 - g. Work closely with the EPA Project officer and other state/federal agency staff
 - h. Note: All Phase 1 assessments must meet the federal all appropriate inquiries (AAI) requirements
2. Task 2: Outreach and Planning Activities
- a. Coordinate and attend at least five (5) public meetings and ten (10) additional stakeholder meetings
 - b. Conduct at least two (2) Area Wide Plans focused on Bessemer and the East Side of Pueblo
 - c. Consultant will work closely with the City, state agencies, the EPA, citizens, and businesses
 - d. Assist City staff with regular Brownfields Advisory Committee meetings (attend virtual/in person)
 - e. Assist the Project Manager with quarterly/annual reports, updating ACRES, and other programmatic activities in support of the assessment, inventory, and outreach phases
 - f. May also assist with additional planning activities related to site specific revitalization planning
3. Task 3: Cleanup Planning and Management
- a. Assist the City with cleanup planning activities including assisting the City with bidding separate clean-up contractor(s)
 - b. The scope must include one clean-up site but may include more sites for clean ups depending on budget
- B. Consultant shall bid these 3 tasks above on the Pricing Proposal and include all tasks as shown in the Project Implementation (below).
- C. Additional work not listed in this RFP but related to this project may be requested by the City; see Section 2.9.

3.4. Project Implementation

During the work of all Tasks (as listed above in the Scope of Service) the Consultant will assist with the Implementation of the EPA Multipurpose Grant as outlined in the approved workplan (see attachment). The Consultant will assist the Project Manager with the workplan and project implementation as broken into four (4) categories show below:

1. Cooperative Agreement Oversight Support
 1. Consultant will provide assistance to the Project Manager with quarterly and annual reporting reporting, minority and woman owned business (MBE/WBE) reporting, reporting ACRES data, as well as the final report and grant closeout activity.
2. Community Engagement & Areawide Planning
 1. Support City in establishing a Brownfields steering committee and developing marketing materials
 2. Gather recognized and potential brownfields sites in target areas
 3. Assist Project Manager with the following:
 1. Convene steering committee meeting to rank and prioritize sites
 2. Choose initial sites for Phase I investigation
 3. Evaluate site access issues
 4. For each selected site, provide site eligibility information to EPA (or state) for review
 5. Assist the Project Manager with submitting site eligibility determination
 6. Conduct at two area wide plans for neighborhoods or corridors or site-specific reuse cases
3. Site Assessment Subtasks
 1. Conduct planning meeting with City to discuss approved sites
 2. Obtain access agreement and performs Phase 1 investigation
 3. Submits draft Phase I report to project team members
 4. Review and comments on draft Phase 1
 5. Submits final Phase 1 report to project team members
 6. Meet with steering committee to review Phase 1 results and project direction
 7. Obtain EPA approval to proceed with Phase 2
 8. Meet with City Staff to Plan Phase 2

9. Maximize efficiencies and minimize negative impacts of site assessments by incorporating green and sustainable remediation (GSR) techniques that are applicable to Phase 2 assessment activities
10. Submit EPA approved generic QAPP w/ updated organization chart
11. Submit draft site-specific QAPP addendum to project team for review and comments
12. EPA/state approval obtained and submits final site-specific QAPP addendum to team
13. Performs field work according to plan
14. Assist grantee monitoring site work and communicating any concerns with EPA/state
15. Assist grantee tracking green and sustainable site assessment efforts used during Phase 2 investigations
16. Submit draft Phase 2 report to project team for review and comments
17. Submit final Phase 2 report to project team
18. Project team and steering committee shall evaluate Phase 2 findings and implement additional Phase 2 investigations as appropriate to delineate extent of contamination
19. Throughout Phase 2 process, strategize with steering committee on reuse plans for the site
20. Conduct marketing to leverage developer/lender interest in the property
21. Meet with staff to develop draft cleanup alternatives and remediation plans for the site
22. Incorporate GSR principles/techniques into Analysis of Brownfields Cleanup Alternatives (ABCA)
23. Perform public outreach and involvement in cleanup and reuse planning
4. Project Cleanup Management
 1. Hold a kickoff meeting with State, EPA and City Staff
 2. Ensure the site is enrolled in VCP and offer information to developers/owners about the VCU program
 3. Prepare Analysis of Brownfields Cleanup Alternatives (ABCA)
 4. Incorporate green and sustainable remediation principles/techniques (Green and Sustainable Remediation/GSR)
 5. Document results of public comment period and public meetings including comments received, public meeting attendance, response to relevant comments, selection of final cleanup remedy, any changes to the final cleanup remedy, etc

6. Prepare appropriate remedial design documents for state response program, engineering design documents for cleanup contractors to perform work (including Davis-Bacon requirements), and a budget detailing how EPA funds will be used to cleanup sites
7. Prepare a Site Specific Quality Assurance Project Plan (SSQAPP) for any environmental post cleanup sampling to be conducted on sites and submit to EPA for approval
8. Assist with oversight of cleanup activities including site inspections during remediation to ensure compliance with cleanup plans
 1. Conduct appropriate site inspections during remediation to ensure compliance with cleanup plans
 2. Perform Davis Bacon documentation (conduct site inspections to ensure proper wage rates/posters on-site, collect/review/maintain payrolls, conduct on-site labor interviews, etc.
9. Collection of post-cleanup samples and documentation
10. Prepare and submit close-out documentation to state indicating that cleanup is complete and protective to human health and the environment and identifies any institutional controls and long term monitoring
11. Cleanup Complete Documentation
 1. Receive final cleanup complete letter from state or LEP/LSP determination for CT & MA and submit to EPA

Schedule 2

Fee Schedule

Excerpt from Consultant's Revised Task Budget dated November 21, 2024* and
Consultant Response to Request for Proposal dated October 31, 2024, Pricing Proposal

TABLE 1: NOT TO EXCEED				
Refer to Section 2.9 for details about bidding. The Not To Exceed Prices shall include the services/work outlined in Section 3.3 and include applicable services/work as included in Section 3.4.				
Line Item	Description	Unit of Measure	Unit Cost	
1	Admin/Outreach	Not To Exceed Amount	\$57,000.00	*
2	Cleanup	Not To Exceed Amount	\$66,600.00	*
3	Assessments	Not To Exceed Amount	\$400,000.00	*
4	Planning	Not To Exceed Amount	\$150,000.00	*
Tables 2 – 5: Time and Materials Rates (Refer to Section 2.9 of RFP for details)				
TABLE 2: HOURLY RATES				
5	Principal	Per Person Per Hour	\$214.00	
6	QA/QC Manager	Per Person Per Hour	\$214.00	
7	Principal Engineer	Per Person Per Hour	\$214.00	
8	Senior Engineer	Per Person Per Hour	\$204.00	
9	Project Engineer	Per Person Per Hour	\$195.00	
10	Senior Planner	Per Person Per Hour	\$204.00	
11	Senior Project Planner	Per Person Per Hour	\$189.00	
12	Project Planner	Per Person Per Hour	\$176.00	
13	CAD Manager	Per Person Per Hour	\$158.00	
14	GIS Analyst	Per Person Per Hour	\$204.00	
15	Administrative Assistant	Per Person Per Hour	\$152.00	
TABLE 3: ADDITIONAL HOURLY RATES				
16	Senior Scientist	Per Person Per Hour	\$195.00	
17	Senior Scientist	Per Person Per Hour	\$204.00	
18	Principal Scientist	Per Person Per Hour	\$214.00	
19	Project Scientist	Per Person Per Hour	\$170.00	
20	Project Scientist	Per Person Per Hour	\$176.00	
21	Project Scientist	Per Person Per Hour	\$189.00	
22	Administrative Assistant	Per Person Per Hour	\$152.00	
23	Administrative Assistant	Per Person Per Hour	\$158.00	
24	Senior Principal	Per Person Per Hour	\$241.00	

TABLE 4: REIMBURSABLE EXPENSES FOR ADDITIONAL WORK			
25	Mileage, reproduction, etc.	Cost Plus Percent	\$0.00
26	Subconsultants	Cost Plus Percent	\$10.00
TABLE 5: ADDITIONAL REIMBURSABLE EXPENSES FOR ADDITIONAL WORK			
27	Reproduction	Each	\$.58
28	Prints (11" x17", 18" x 24")	Each	\$.36
29	Prints (24" x 36")	Each	\$1.50
<i>Note: Line Items have been renumbered to skip blank line items.</i>			

Schedule 3

Work Schedule

Consultant Response to Request for Proposal dated October 31, 2024, Pages 29 – 30

Project Work Schedule

A. Current Workload

At any given time, our team is working on multiple projects. By the start of 2025, we anticipate that our proposed Project Manager, Carrie Rackey, will be managing just two other EPA Brownfield Grants, each of which has a team of experienced staff sharing the workload. Carrie and the Stantec team have been looking forward to the opportunity to work with Pueblo on this project for over a year and can't wait to dig into it with you. Our team is adept at managing multiple concurrent projects, ensuring the needs of each client are met. We proactively monitor our workload and market trends to anticipate future resource requirements. This enables us to strategically hire and train staff in advance, ensuring optimal staffing levels at all times.

The five-year timeframe of Pueblo's EPA Brownfield Grant project allows for careful planning and phased execution, mitigating the risk of resource constraints. Should unforeseen circumstances arise, we have access to a vast network of experienced environmental professionals in Colorado and neighboring states, ready to provide additional support. Carrie and the Stantec team have been looking forward to the opportunity to work with Pueblo on this project for over a year and can't wait to achieve brownfield revitalization goals with you.

B. Detailed Timeline

The proposed timeline on the following page provides a conceptual framework for the project, illustrating potential concurrent and sequential tasks. While numerous factors can influence the specific timeline for an EPA Brownfield Multipurpose Grant, this schedule reflects our comprehensive understanding of the project scope and our ability to effectively plan and execute project activities within the five-year grant period.

If Pueblo wishes to expedite the project timeline, we can collaborate to identify opportunities for streamlining processes, optimizing resources, and phasing project components to achieve project goals more rapidly. This accelerated approach could also position Pueblo to pursue additional funding sooner.

Stantec's experienced staff has demonstrated the need for the City of Colorado Springs to implement a Brownfield Program! Being able to balance multiple departmental interest in a collaborative community focus has been invaluable.

Steve Posey, Colorado Springs Chief Housing Office (retired)

Project schedule

Project Schedule	EPA Fiscal Year		FY2026									FY2027									FY2028									FY2029																			
			Q2			Q3			Q4			Q1			Q2			Q3			Q4			Q1			Q2			Q3			Q4			Q1			Q2			Q3			Q4				
	Month	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	
Task 1 - Grant Management																																																	
Advisory Committee Convened																																																	
Project Kickoff Team Meeting & Bi-Monthly Progress Meetings																																																	
Quarterly Progress Reports in ACRES Database																																																	
ACRES Database Site Specific Updates																																																	
DBE/MBE/WBE and Financial Reporting - Annual & Final																																																	
Final Grant Closeout Report and Forms																																																	
Task 2 - Community Engagement & Reuse Planning																																																	
Public Involvement Plan Developed (informs steps below)																																																	
Outreach materials (brochure, web/media content, fact sheets) (5 days)																																																	
Prepare for and attend 5 Public Meetings																																																	
Stakeholder & Property Owner Meetings (6 here, 4 in site assessment task)																																																	
Two Area Wide Plans (80 calendar days each)																																																	
Additional Reuse Planning (60-80 calendar days each dependent on scope)																																																	
Task 3: Site Assessments																																																	
Prepare updated QAPP update/addendum (5 days + time for EPA review)																																																	
Inventory and Prioritization System (60 days)																																																	
20 Phase I ESAs + eligibility forms + access agreements (45-60 days each)																																																	
Phase II ESAs/RBM Surveys																																																	
Property owner/stakeholder meeting																																																	
NHPA Coordination (if needed - length highly variable)																																																	
Prepare Sampling & Analysis Plans (5 days + time for EPA review)																																																	
Voluntary Cleanup Program Coordination																																																	
Phase II ESAs/RBM Surveys - Field Work (1-3 days typically)																																																	
Phase II ESAs/RBM Surveys - Reporting (30-45 days)																																																	
Task 4: Cleanup																																																	
Phase I ESA and transfer to City ownership (if site is not City owned)*																																																	
Kickoff meeting with City, EPA, CDPHE																																																	
Draft ABCA and/or Cleanup Plan (10 days)																																																	
Cleanup plan public comment and engagement period (30 days)																																																	
Prepare Cleanup Contractor Bid Documents (5 days)																																																	
30 day bidding period																																																	
Review bids and support contracting (10 days)																																																	
Cleanup Oversight (60 - 180 days)																																																	
Coordinate cleanup documentation and reporting to state/EPA (30 days)																																																	

Assumptions:

Contract is in place December 2024 (EPA FY2025 Q1)

One cleanup project based on Pueblo's Cooperative Agreement Work Plan

*We understand that El Centro del Quinto Sol is the City's high priority cleanup site, and is already owned by the City. This schedule includes timing for a Phase I ESA and ownership transfer in case the selected cleanup site changes and is not owned by the City.

B. Key Individuals on the Project

Our team's extensive experience and diverse skillset are perfectly suited to meet the complex needs of Pueblo's Multipurpose Grant project. Our proven track record of managing multiple EPA brownfield grants simultaneously underscores our ability to deliver timely and high-quality results. Information demonstrating that our team meets Pueblo's minimum qualifications listed in the RFP is provided below, followed by our team organizational chart that lists our key project team members as well as selected supporting staff who add significant capacity allowing our team to efficiently complete all tasks for this project. While the organizational chart lists staff who will be dedicated to Pueblo's project, the Stantec team includes at least a dozen additional assessment and cleanup professionals we can pull in as needed. **Biographies of key team members are provided below the organizational chart. Full resumes for these staff are provided in Appendix A.**

Subsections "A" through "I" below demonstrate that the Stantec Team meets the minimum qualifications listed in the Request for Property.

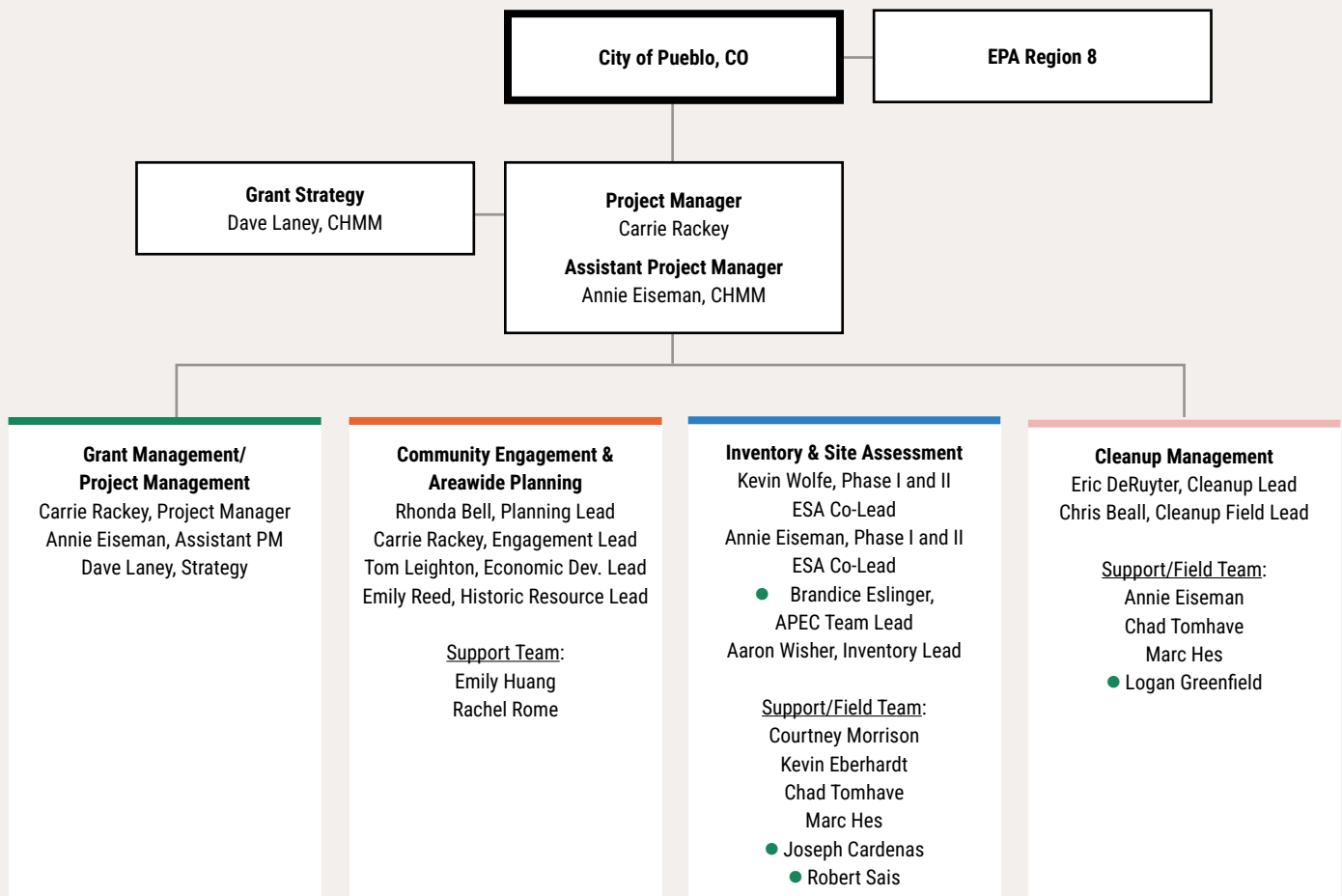
- A. Completed at least 3 EPA Brownfields or related EPA projects within the last five years. **Stantec has completed many EPA Brownfield Grant projects in the last five years including (but not limited to) projects in Colorado Springs, Trinidad, and Fremont County, Colorado. Additional information on our extensive experience with EPA Brownfield Grant projects is provided in this proposal and on our website resource for [Brownfield Development](#).**
- B. Experience assisting a local municipality implementing an EPA grant such as a multipurpose, cleanup, or community assessment grant. **Stantec is a leading provider of brownfield services and has assisted many municipalities in implementing EPA Brownfield Multipurpose, Cleanup, and/or Assessment Grant projects. Information on our extensive experience with EPA Brownfield Grant projects is provided in this proposal.**
- C. One (1) full-time Colorado licensed professional geologist in good standing. **Colorado doesn't have a Professional Geologist (PG) credentialing system, but there is a definition in state statute. We typically use geologists who are located and practicing in Colorado but are PGs in adjoining states. Thus, Stantec's PG for this project is Chris Beall who is a PG in Wyoming.**
- D. One (1) full-time Colorado professional engineer in good standing. **Stantec's PE for this project is Eric DeRuyter.**
- E. One (1) full-time Environmental Professional as defined in ASTM 1527-21. **Many of Stantec's team members meet the ASTM definition of an Environmental Professional (EP). Stantec's primary EP for this project is Carrie Rackey. Annie Eiseman is also an EP.**
- F. Five (5) years' environmental professional experience. **Stantec has been in the environmental services business for 70 years. Our proposed Project Manager, Carrie Rackey, has over 25 years of experience in the environmental and brownfields industry in both regulatory and consulting roles.**
- G. Knowledge of and experience with development of Quality Assurance Project Plans. **Stantec has prepared hundreds of QAPPs for brownfield projects, including many that have been reviewed and approved by EPA Region 8 and CPDHE for EPA Brownfield Grant projects in Colorado. Project descriptions that included developing QAPPs are provided in this proposal.**
- H. Demonstrated experience in conducting community outreach and public meetings. **Stantec has successfully conducted numerous community outreach and public meetings for many brownfield grant projects. Examples are described in this proposal.**
- I. Demonstrated experience with historic preservation as it relates to Brownfields/EPA, NEPA and Section 106. **In our role as brownfield specialists, the Stantec team regularly addresses cultural resource and historic preservation aspects of EPA Brownfield Grant projects. We have coordinated with History Colorado and the EPA to navigate a path to assessing and cleaning up historic properties to effectively evaluate and manage environmental risks while protecting cultural resources. This proposal includes project descriptions, such as the Keating School cleanup project in Pueblo, that demonstrate our experience in this area. Our team also includes Emily Reed, who leads Stantec's national architectural history team and can contribute her specialized knowledge and access our [robust cultural resources](#) capabilities as needed.**

A Dedicated Team for Pueblo's Long-Term Success

We have selected a team with the skills and availability to dedicate time to Pueblo's five-year EPA Brownfield Multipurpose Grant project and beyond. These staff deliver high-quality environmental assessment and remediation services. We can add significant value by supplementing those services with our multidisciplinary bench of experts who help shepherd brownfield projects through reuse planning and redevelopment.

We plan thoughtful community engagement, develop site-specific and area-wide reuse plans and help position communities for smart, sustainable growth and community wellbeing. We can call on a wide range of technical specialists in infrastructure engineering, architectural history, cultural resources, real estate and economic development strategy, natural resources, climate resilience, and more to help tackle any brownfield challenge that arises in Pueblo. The organizational chart below shows the key individuals who will be working on Pueblo's project.

Team Organizational Chart



🔗 Click each person's name in the org chart to view their resume (key individuals only). Bios for key individuals are on the following page.

LEGEND

● All-Phase Environmental Consultants, Inc. (APEC)

C. Qualifications and Experience of Key Individuals

Carrie Rackey will lead the project team and serve as Pueblo's primary point of contact. With over 25 years of brownfields experience, Carrie is a seasoned EPA Brownfield Grant project manager. She has overseen numerous EPA Brownfield Assessment, Cleanup, and Multipurpose grants, including one of the first Multipurpose Grants awarded by the EPA back in 2012.

Carrie's Colorado experience includes managing EPA Brownfield Grant projects in Pueblo, Colorado Springs, Fountain, Trinidad, Aguilar, and Las Animas County. Colorado's storied past and exciting potential for renewal has inspired Carrie's work and directed her career toward the intersection of brownfields and historic preservation. She is currently serving as Qualified Environmental Professional (QEP) for brownfield grants at three historic properties in southern Colorado.

Carrie's qualifications span grant administration, community engagement, technical assessment and cleanup. She manages progress reporting and compliance with federal regulations including the Davis Bacon Act and the National Historic Preservation Act (NHPA). Carrie develops effective engagement programs to share project news and create opportunities for community participation. Additionally, she brings technical expertise in environmental site assessment, cleanup, risk assessment, feasibility studies, and regulatory compliance and managing multidisciplinary teams.

Carrie's is recognized as a brownfield thought leader. She has spoken at EPA Brownfield Grant training workshops (KSU-TAB), the Colorado Brownfields Conference, and the National Alliance of Historic Preservation Commissions national conference where she presented with the City of Pueblo about the opportunities to leverage brownfields resources for historic preservation.

We estimate that the project manager role will require 15% to 35% of Carrie's time depending on the project phase. The three southern Colorado Cleanup Grant projects Carrie is managing will be completed by late 2024 or early 2025, allowing her ample capacity to dedicate attention to Pueblo's project. Carrie has also assembled a team of staff, including backup staff, for the Pueblo project to ensure we have the deep bench of experts needed to successfully manage this Multipurpose Grant.

Dave Laney, CHMM, brings over 40 years of industry experience to the table, offering valuable insights and guidance to develop a robust brownfield program in Pueblo. He oversees all aspects of EPA Brownfield Grant programs for communities across Colorado, Arizona, and New Mexico. Currently, he serves as the QEP on a \$2 million statewide EPA Brownfield Assessment Grant for the Colorado Department of Public Health and Environment (CDPHE). His recent work includes managing \$1.4 million in EPA Brownfield Assessment and Multipurpose Grants for Cañon City, Fremont County, and Florence, Colorado, as well as implementing \$1.1 million in brownfield assessment grants for Cochise County, Arizona. Dave's role will be advisory, offering high-level strategic insights when needed. Given his current workload, he can effectively provide broad guidance on an as-needed basis for this project.

Annie Eiseman, CHMM, will assist Carrie in the Project Management role and will co-lead environmental assessments and will support cleanup tasks. Based in our Denver office, Annie has 10 years of environmental assessment and cleanup experience. Her experience includes extensive interaction with the EPA and CDPHE while managing a range of environmental projects including targeted brownfield assessments, site investigations, remedial action oversight, remedial design, hazardous materials surveys, Phase I and II ESAs, QA/QC, and technical reporting. Annie conducts and oversees environmental fieldwork, including soil sampling, soil boring logging, groundwater water well installation and sampling through multiple methods, remedial action oversight, and Site Safety and Health Officer duties. She is an EPA Lead-Based Paint Inspector and an Asbestos Hazard Emergency Response Act (AHERA) Asbestos Building Inspector in Colorado with experiencing conducting asbestos and lead paint inspections and overseeing abatement projects.

Annie is currently applying her asbestos expertise in helping to manage EPA and CDPHE-funded asbestos abatement projects at the Fox West Theatre and Holy Trinity School in Trinidad and the Keating School at the edge of Pueblo's Bessemer Neighborhood target area. We estimate that Annie's role will require 20% to 30% of her time depending on the project phase. Anticipating our involvement, she has strategically managed her current workload to ensure availability for Pueblo. The three EPA Brownfield Grant projects Annie is currently helping to manage are scheduled for completion by early 2025, allowing her to dedicate substantial time to Pueblo.

Kevin Wolfe, REP, will serve as the Assessment Co-Lead, working closely with Annie Eiseman to manage Phase I and II ESAs and RBM Surveys. Kevin is a leader of Stantec's Denver Environmental Services Team and brings more than 15 years of experience in the environmental consulting and engineering field. He manages and has performed assessment and remediation of brownfields with contaminants including petroleum, heavy metals, chlorinated solvents, PCBs, and pesticides. Kevin has played a critical role in performing Phase I and II ESAs and RBM Surveys for EPA Brownfield Grant projects in Fremont County, Colorado Springs, Trinidad/Las Animas County, and Lake County/Leadville. He has also served as Project Manager on Stantec's City/County of Denver environmental services on-call contracts.

We estimate that Kevin's role will require 15% to 20% of his time depending on the project phase. Anticipating Pueblo's needs, Kevin is planning his workload to dedicate this time to the project.

Based in Pueblo, **Brandice Eslinger** is President of APEC and brings 27 years of environmental expertise to the team. As a CDPHE Certified Asbestos Inspector/Management Planner and EPA Certified Lead Inspector/Risk Assessor, she has a proven track record in overseeing asbestos inspections for renovation and demolition projects on Colorado brownfields. Brandice is an ASTM Environmental Professional specializing in Phase I and II Environmental Site Assessments (ESAs). Her expertise extends to subsurface soil investigations, groundwater sampling, and modeling, ensuring accurate data collection and analysis. **Brandice led APEC's work as a subcontractor on Pueblo's FY2020 EPA Brownfield Community-Wide Assessment Grant completing several Phase I ESAs and RBM Surveys on Pueblo brownfields.** She led complex asbestos and lead paint surveys and supported cleanup at Pueblo's Spann School property and the historic, including the Spann School and Albany building.

Brandice and APEC will contribute significantly to the project by handling asbestos/lead paint surveys, cleanup projects, and Phase I ESAs. Their expertise will be crucial during six to eight focused periods over the five-year timeline. Based on their location in Pueblo and anticipated workload, APEC has confirmed their capacity to efficiently deliver services to Pueblo for this project.



Asbestos Survey of Historic Albany Building After Fire Damage, Pueblo, CO

Rhonda Bell, AICP, will lead the reuse planning efforts for Pueblo's grant. Rhonda brings 23 years of experience in transportation and revitalization planning, and she specializes in site-specific and area-wide reuse planning for EPA Brownfield Grant projects across the western U.S. Her focus on creative, context-specific solutions and commitment to effective community engagement align reuse goals with community priorities, market trends, functionality, infrastructure planning, and environmental health.

Locally, Rhonda has worked on the Colorado State Fairgrounds Master Plan which included its state-designated historic district, and the Pueblo Transit Operations & Maintenance Site Selection and Master Plan. Both these projects focus on enhancing and optimizing existing local assets—in establishing a long-term vision for Fairgrounds evolution, and in finding a new site for a critical facility in order to make space for the continued expansion of the Pueblo Riverwalk. Regionally, she has also worked on the Mountain Metro Downtown Transit Station Relocation Study, which paid close attention to community integration and character.

Rhonda's involvement will be concentrated during planning tasks for Pueblo's project. Rhonda is adept at scheduling and managing multiple projects, identifying available qualified teams of staff with availability to see a project through to completion. Rhonda has sufficient capacity to dedicate attention and resources to Pueblo's project.

Thomas Leighton, AICP, EDFP, is a seasoned AICP certified planner and real estate analyst, providing valuable insights into economic development opportunities and impacts related to revitalization plans. On brownfield projects, Tom assesses market and development conditions, identifies catalyst site opportunities, and helps lay the foundation for attracting development and investment. He will oversee the reuse plan components that focus on the economic implications of reuse strategies. As co-leader of Stantec's national Development Economics team, Tom assists clients with development planning, implementation strategies, market analysis, and revitalization initiatives. He has pioneered innovative analytical methodologies that clarify the location-specific development context and facilitate successful implementation.

Tom's involvement will be concentrated during planning tasks that require an economic development lens. With his total involvement expected to be approximately three weeks over the course of the project, he has ample availability to contribute effectively.

Emily Reed, will contribute her historic architecture expertise and bring in additional Stantec historic preservation/cultural resources experts as needed when our work intersects with preservation. Emily is Stantec's national Technical Leader for Architectural History. She has over 15 years of experience in property assessments, historic preservation, and related work, including research, documentation, and regulatory compliance. She manages a team of 10+ historians in four states. Her expertise includes surveying, assessing, and documenting historic properties and determining eligibility for the National Register of Historic Places in compliance with Section 106 and NEPA; Section 4(f) determinations; archival research; and historic context development. She meets the Secretary of the Interior's professional qualifications as an Architectural Historian.

Emily's expertise in historic resource evaluation will be available on an as-needed basis for Pueblo's project. Due to the anticipated limited frequency and duration of her involvement, she has ample availability to assist with any required historic evaluations.

Aaron Wisher, LG, GISP, will prepare Pueblo's inventory update and assist with ranking the inventory and refining it as needed over the course of the project. Aaron's extensive 28-year career in brownfield inventories marks him as a distinguished expert and leader in the field. As a certified Geographic Information Systems Professional (GISP), Aaron's expertise is showcased through his work in creating comprehensive GIS-based

brownfield inventories for various environments, ranging from bustling cities to remote rural areas. He has created brownfield inventories for Colorado communities including Trinidad, Canon City, Longmont, and Fremont County and many others throughout the western US. Aaron also develops eye catching and informative maps and other inventory deliverables and can develop an interactive user interface for the city to analyze and effectively use the inventory for the brownfield project and other revitalization initiatives. The bulk of Aaron's time will be spent at the beginning of the project, creating the updated inventory potentially followed by minimal isolated periods of refining or updating the inventory.

As a highly experienced GIS expert, Aaron can complete Pueblo's inventory efficiently and has sufficient capacity to dedicate to this project.

Eric DeRuyter, PE, will lead cleanup planning and oversight efforts for Pueblo's project, as directed by Carrie. Eric is a professional civil engineer and project manager with 32 years of experience in environmental consulting, design, construction, and business development. He is a licensed engineer in Colorado, Nebraska, Oklahoma, South Dakota, Utah, and Wyoming with project experience throughout the western US. Eric specializes in environmental assessment and cleanup, construction and environmental management, site characterization, construction oversight, stream restoration, landfill cover design, and site reclamation. Pueblo's project involves targeted cleanups, with concentrated efforts during specific phases. Eric's availability and experience will ensure efficient resource allocation and successful project delivery.

Chris Beall, PG, CPG, will support cleanup planning and oversight. Chris is a professional geologist with over 20 years of experience in environmental subsurface investigation and remediation. He specializes in soil and groundwater investigations, soil vapor extraction and groundwater extraction pilot studies, remediation system installations, operations, and maintenance for commercial, industrial, aerospace, governmental, petroleum, and energy clients. Because he has an in-depth understanding of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Colorado and EPA regulations, Chris provides clients with project guidance and solutions that are both compliant and practical. We estimate that Chris's role will require 15% to 20% of his time depending on the project phase. Anticipating Pueblo's needs, Chris is planning his workload to dedicate this time to the project.

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Carrie Rackey



ROLE

Project Manager and Engagement Lead

FIRM

Stantec - Portland, OR

YEARS OF EXPERIENCE

26

EDUCATION

BA, International Affairs, Florida State University

CERTIFICATIONS

40-HAZWOPER and Annual Refreshers

VIEW ONLINE PROFILE

[Carrie Rackey](#)

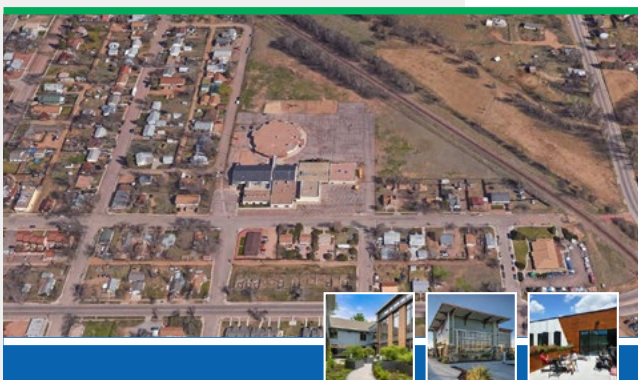
Carrie is a Principal Brownfield Specialist in Stantec's Environmental Services division with over 25 years of brownfields experience in both regulatory and consulting roles. Carrie works with cities, counties, states, tribes, and nonprofits on projects that bring a broad range of community benefits including affordable housing, transit-oriented development, historic preservation, and economic growth. Carrie's technical environmental expertise includes environmental assessment, risk assessment, and cleanup/risk mitigation. In addition to her brownfields focus, she helps communities with a range of grant writing/project funding and reuse planning challenges from infrastructure to transportation to parks/recreation.

Relevant Experience

- **EPA Brownfield Assessment Grant Writing and Implementation Colorado Springs Coalition | Colorado Springs/Fountain, CO Project Manager**
- **EPA Brownfield Assessment Grant Writing and Implementation City of Trinidad, CO | Las Animas County, CO | Project Manager**
- EPA Brownfield Cleanup Grant Writing and Implementation City of Trinidad, CO | Las Animas County, CO | Project Manager
- EPA Brownfield Cleanup Grant Writing and Implementation Holy Trinity Convent & School | Trinidad, CO | Project Manager
- EPA Brownfield Cleanup Grant Implementation | Keating School Pueblo, CO | Project Manager
- EPA Brownfield Grant Implementation | Oregon Metro Portland Metro Area, OR | Project Manager
- EPA Brownfield Grant Implementation | Corvallis Coalition Benton County, OR | Project Manager



**Lorraine Center
Reuse Plan**
Fountain, Colorado



EPA Brownfield Assessment Grant Writing and Implementation Colorado Springs Coalition | Colorado Springs/Fountain, CO Project Manager

Carrie wrote a successful 2019 EPA Brownfield Assessment Coalition Grant application for the City of Colorado Springs and its coalition partners. Carrie managed all outreach and environmental aspects of the project. She helped the city identify key stakeholders for a Brownfield Advisory Committee and convene the committee's quarterly meetings. Carrie oversaw multiple brownfield reuse planning efforts including reuse of a former school building with lead paint and asbestos. Carrie is currently preparing an EPA Brownfield Grant application for cleanup of the school property to further the reuse plan.

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Dave Laney
CHMM



ROLE

QA/QC and Strategy

FIRM

Stantec - Phoenix, AZ

YEARS OF EXPERIENCE

40

EDUCATION

BS, Resource Development,
Michigan State University

CERTIFICATIONS

Certified Hazardous Materials
Manager

Certified Asbestos Building Inspector

Certified Contractor Supervisor

View Online Profile

[Dave Laney](#)

Dave is an EPA Brownfields Grant specialist with 40 years of environmental consulting and program management experience, including 18 years of brownfields experience. He is responsible for preparing applications for multipurpose, assessment, RLF, and cleanup grants for numerous communities for submission to the EPA. Dave is also responsible for implementing brownfields grants for clients in EPA Regions 6, 8 and 9 (including Colorado, Arizona, New Mexico and Utah). He has assisted numerous clients with preparing property eligibility determinations, developing community-wide inventories, preparing Phase I and II Environmental Site Assessments, and preparing EPA-approved QAPPs and SAPs throughout the United States. Some of his most recent experience includes managing the implementation of a \$2 million statewide assessment grant for the CDPHE, a \$1.4 million EPA brownfield assessment and multipurpose grants for Cañon City, Fremont County, and Florence, Colorado and the implementation of \$1.1 million brownfield assessment grants for Cochise County Arizona.

Relevant Experience

- \$1.1M EPA Brownfield Assessment and Multipurpose Grant Implementation Project | Canon City, CO | Project Manager
- **Implementation of \$500K Cleanup Grant for Bisbee, AZ Project Manager**
- \$400K EPA Community Wide Brownfields Assessment Grant Leadville, Lake County, CO | Senior Technical Reviewer
- Implementation of \$275K brownfield cleanup grant for Hurley, NM | Project Manager
- **Implementation of \$2M Statewide Assessment Grant For Colorado Department of Public Health & Environment (CDPHE) Project Manager**
- Implementation of \$500K coalition assessment grant for Bernalillo County, NM | Project Manager
- Comprehensive Services, Brownfields to Healthfields \$400,000 Community Wide Assessment Grant* | Phoenix, AZ Project Manager

* denotes project completed with a previous firm



Implementation of FY23 EPA Brownfield Cleanup Grant, Hillcrest Apartments | Bisbee, Arizona

Dave managed a \$600K EPA Brownfield Grant for a Coalition that included Cañon City, Florence, and Fremont County from 2018–2020 and an \$800K EPA Brownfield Multipurpose Grant for Cañon City from 2021 to the present. This multi-year brownfield program has been featured in newspaper articles, attracted the attention of the governor of Colorado (he visited a brownfield in Cañon City), and the EPA Region 8 administrator who praised this as a model of how brownfield grants should work.

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Annie Eiseman
CHMM



ROLE
Assistant Project Manager

FIRM
Stantec - Denver, CO

YEARS OF EXPERIENCE
10

EDUCATION
MS, Environmental Geology,
University of Kansas
BS, Soil, Atmospheric, and
Environmental Sciences
University of Missouri

CERTIFICATIONS
Certified Hazardous Materials
Manager; Certified Environmental
Scientist; Asbestos Building Inspector;
Lead-Based Paint Building Inspector;
40-Hour HAZWOPER; 8-Hour OSHA
Supervisor; 30-Hour OSHA
Construction; First Aid / CPR / AED

Annie is an environmental scientist with extensive experience in environmental consulting. Annie’s experience includes being a project manager and team member of diverse environmental projects, including site investigations, remedial action oversight, remedial design, hazardous materials surveys, Phase I and Phase II Environmental Site Assessments (ESA), and removal actions at mine sites and industrial sites. Annie has experience preparing and reviewing technical documents, including work planning documents such as SAPs and QAPPs, as well as technical reports. Annie has also conducted a variety of fieldwork, including surface and subsurface soil collection, soil boring logging, groundwater water well installation oversight and sampling through multiple methods, remedial action oversight, Phase I ESA site reconnaissance, SWPPP inspections, and fulfilled Site Safety and Health Officer (SSHO) duties.

Relevant Experience

- **Holy Trinity Covent and School EPA Brownfield Cleanup Grant | Trinidad, CO | Environmental Specialist**
- **EPA Brownfield Grant Implementation | City of Trinidad, CO | Las Animas County, CO | Environmental Specialist**
- **Colorado Department of Health and Environment Statewide EPA Brownfield Grant | Colorado | Environmental Specialist**
- ATBF Hazardous Materials and Waste Management Division
Community Wide Brownfield Assessment | Longmont, CO
- Targeted Brownfield Assessment Support |
EPA Region 8 | Assistant Task Order Manager*
- Targeted Brownfield Assessment of Large Vacant Site | EPA
Kemmerer, WY | Project Manager*
- Targeted Brownfield Assessment of Five Urban Garden Sites EPA |
Denver, CO | Project Manager*
- Targeted Brownfield Assessment for Removal and Disposal of
Three Underground Storage Tanks | EPA | South Dakota Project
Manager*

** denotes project completed with a previous firm*



**Colorado Department of Health and Environment
Statewide EPA Brownfield Grant | Colorado |
Environmental Specialist**

Annie is a member of the project team supporting the CDPHE Statewide EPA Brownfield Grant. Annie is serving as an Environmental Specialist and supports the team through preparing Sampling and Analysis Plans, conducting field investigations, and writing and reviewing reports.

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Kevin Wolfe
REP, PMP



ROLE

Phase 1 and II ESA Co-Lead

FIRM

Stantec - Denver, CO

YEARS OF EXPERIENCE

20

EDUCATION

BS, Biological and Environmental Engineering, Cornell University

REGISTRATIONS

Recognized Environmental Professional #15, State of Colorado
Project Management Professional

CERTIFICATIONS

EPA AHERA & CDPHE Asbestos Building Inspector

View Online Profile

[Kevin Wolfe](#)

Kevin has more than 20 years of experience in environmental consulting, environmental engineering, and project and account management. **He is a Recognized Environmental Professional in the State of Colorado and maintains Project Management Professional certification.** Through an in-depth understanding of various lithologic conditions and through years of experience working with both classic and cutting-edge remediation technologies, Kevin leads teams that deliver high-quality, cost-effective, and reliable services to his clients - both public and private. He manages and has performed various duties associated with the characterization and remediation of hydrocarbon-impacted sites, chlorinated solvent-impacted sites, as well as sites with metals, PCB, and pesticide contamination. Kevin has managed various permits and corresponded with local, State, and Federal agencies; managed and prepared Phase I and Phase II ESAs in compliance with current ASTM standards; and, managed and performed asbestos building inspections and supervised the coordination and supervision of abatement activities.

Relevant Experience

- CDPHE Assessment Grant Implementation | Various communities, CO | Field Coordinator
- EPA Assessment Grant Implementation | Lake County, CO
Field Coordinator
- EPA Assessment Grant Implementation | Las Animas County, CO
Field Coordinator
- EPA Assessment Grant Implementation | Fremont County, CO
Field Coordinator
- City and County of Denver On-Call Environmental Services
Denver, CO | Project Manager/ Project Engineer
- 7-Eleven Inc. Site Assessments and Asbestos Inspections
Colorado | Project Manager
- DEN Real Estate, Due Diligence Projects | Colorado
Project Manager
- Site Assessments, Asbestos Inspections, and SPCC Plans
(Confidential Client) | Colorado and Hawaii | Engineer/Inspector



City and County of Denver On-Call Environmental Services Denver, Colorado | Project Manager/ Project Engineer

Kevin managed several assessment projects, including one project in the Sun Valley neighborhood. Based on previous uses of the property, it was understood after performing a Phase I ESA at the property, that fill material was imported to the site from an unknown source, a Phase II subsurface investigation was performed to assess and characterize the fill material. In addition to sampling for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), metals, and polychlorinated biphenyls (PCBs), a work plan was developed to assess the fill material for the presence of regulated asbestos-containing soil (RACS). Several test pits were excavated, and several soil samples were collected from each test pit. The fill material was sufficiently characterized, and CCD was able to move forward with the redevelopment of the area.

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Brandice Eslinger



ROLE

APEC Team Lead

FIRM

All-Phase Environmental Consultants
Pueblo, CO

YEARS OF EXPERIENCE

25

EDUCATION

MS, Industrial and Systems
Engineering, CSU-Pueblo

BS, Environmental Science and
Engineering, University of Denver

CERTIFICATIONS

OPS Listed Consultant #6095; 40-
Hour OSHA HAZWOPER; OSHA Site
Supervisor; Certified Asbestos Building
Inspector/Management Planner #5494

View Online Profile

[Brandice Eslinger](#)

Brandice is the owner of All-Phase Environmental Consultants, Inc. a Woman-Owned Small Business. She has vast experience in Phase II ESA's on all types of properties, including subsurface soil sampling, groundwater monitoring, and filing the SSF (Site Summary Form), SCR (Site Characterization Report), preparation of Corrective Action Plans (CAP's) using technological and economical feasibility studies, and the NFAR (No Further Action Required) reports with the Department of Labor and Employment Oil and Public Safety Division (OPS). She is a specialist in subsurface soil investigations, specifically establishing the degree of contamination, delineating the contamination, including groundwater monitoring, and finally determining the most feasible remediation techniques. She has specialized in underground storage tank investigations and subsequently has reinforced her higher education with field experience in geology, hydrogeology and hydrology.

Relevant Experience

City of Pueblo | Multiple Properties | Environmental On-Call for Asbestos, Phase I's, Phase II's, Energy Audits, Meth and Indoor Air Quality Inspections, Lead-Based Paint Inspections | Project Manager

This Project Scope of Work included on-call work as well as scheduled work. The complete scope included various services including: Lead-Based Paint Inspections, Risk Assessments, Clearances (use of XRF included); Asbestos Inspections, development of Project Specifications, Abatement Management and Oversight, Abatement Clearances, Air Sampling, Report Preparation and Submittal & Spill response support; Mold Inspections, Clearances and oversight; Meth Lab Screening & Clearances; Radon Assessments and Mitigation; Phase I's and Transaction Screens; Vapor Intrusion Screens; Phase II ESA including RCRA 8 Metals sampling; HERS Ratings; Sign Demolition Permits

All-Phase Environmental won this contract with the City of Pueblo that also included the services of Mold and Methamphetamine testing, abatement oversight and clearances. All-Phase provided the sampling and analysis procedures as well as the Health and Safety Plans for the various properties and all data collection. All-Phase was responsible for working with a variety of contractors, attending several meetings with various contractors and ensuring work was completed on time.

Colorado Springs School District #11 | Colorado Springs, CO | Project Manager and Supervising Field Technician

The project included removal of an underground storage tank used for gasoline. The excavation revealed the remnants of an older tank, which is suspected to have caused the contamination, as the tank excavated was fiberglass and in good condition. The project also included site characterization and delineation of contamination, chemical oxidation treatments, monitoring well installation, and quarterly sampling. Monitoring concluded with natural attenuation of the groundwater and the site was issued a NFA.

The Station | Site Characterization | Gardner, CO | Project Manager and Supervising Field Technician

The project included site characterization and delineation of contamination from a release from the operating gas station in 2003, monitoring well installation, soil vapor extraction (SVE) and Air Sparge (AS) systems, UST removal in March 2011, and quarterly sampling. Monitoring concluded with natural attenuation of the groundwater and the site was issued a NFA. Well abandonment will take place June/July 2016.

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Rhonda Bell
AICP



ROLE

Planning Lead

FIRM

Stantec - Denver, CO

YEARS OF EXPERIENCE

23

EDUCATION

MS, Landscape Architecture,
University of Minnesota

BA, Religion Studies, Bates College

REGISTRATIONS

Registered Professional Planner
#409944

View Online Profile

[Rhonda Bell](#)

Rhonda Bell is a planner and urban designer with 23 years of experience. Rhonda leads site-specific and area-wide revitalization planning work for EPA Brownfield Grant projects throughout the western US. With her in-depth understanding of planning law and expertise in effective community engagement, Rhonda brings reuse goals and plans into focus through the lens of community priorities, market trends, building functionality, infrastructure planning, and environmental health.

Relevant Experience

- **Colorado State Fairground Visioning and Master Planning | Office of the State Architect | Pueblo, CO | Planner**
- EPA Brownfield Grant Implementation, South Broadway Area Wide Plan | CDPHE Coalition | Cortez, CO | Planner
- EPA Brownfield Grant Implementation, 600 Main St Site Reuse Planning | CDPHE Coalition | Longmont, CO | Urban Designer
- EPA Brownfield Grant Implementation, South 5th Ave Area Wide Plan | City of Pocatello | Pocatello, ID | Planner
- EPA Brownfield Grant Implementation, Corazon de Trinidad Area Wide Plan | City of Trinidad, CO | Las Animas County, CO | Planner
- EPA Brownfield Grant Implementation, Downtown Area Wide Plan | City of Pinetop-Lakeside | Lakeside, AZ | Planner
- EPA Brownfield Grant Implementation, Downtown Area Wide Plan | City of Holbrook | Holbrook, AZ | Planner
- Sugar Mill and STEAM Sub-Area Master Plan | City of Longmont | Longmont, CO | Project Manager / Planner



Colorado State Fairground Visioning and Master Planning | Pueblo, CO | Planner

The Colorado State Fairgrounds are a vital asset for the City, the region and the state, functioning as an important connection to the State's history and industry, providing year-round event space and even standing as a ready resource for emergency preparedness. The facility is challenged, however, by both the age of the buildings and the site layout, with buildings added at different times over the last 120 years. The master plan seeks to provide a solid framework of what to preserve and what to replace, clarify and enhance both foot and wheeled circulation, fortify districts and character, while also positioning the facility to compete regionally in attracting high-quality year-round events and programming.

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Tom Leighton
AICP, EDFP



ROLE

Economic Development Lead

FIRM

Stantec - Minneapolis, MN

YEARS OF EXPERIENCE

26

EDUCATION

MS, Design Studies in Real Estate and the Built Environment, Harvard
MA, Public Affairs, University of Minnesota
BA, Natural Science, St. John's University

REGISTRATIONS

Certified Planner #018262 (AICP);
Economic Development Finance Professional #1216-024 (EDFP)

View Online Profile

[Thomas Leighton](#)

Thomas Leighton is a seasoned leader in planning and real estate analysis. As co-leader of Stantec's national Development Economics team, Tom supports clients with development planning and implementation strategies, market analysis, and revitalization strategies. Tom has developed cutting edge analytical methodologies that illuminate the location-specific development context and pave the way for implementation. Clients appreciate Tom's ability to talk about real world complexities in ways that people understand, and to focus on the information and analysis that advances public goals and objectives.

Relevant Experience

- Downtown Rochester Residential Consumer Research Project | Rochester, MN | Project Manager
- Market Analysis of Housing and Retail Demand, Downtown Event and Entertainment District | Saskatoon SK | Project Manager
- Town of Prosper Downtown Master Plan, Prosper, TX | Downtown planning, Proforma analysis
- Jefferson Quarry Redevelopment Master Plan | Mankato, MN | Project manager, Market analysis, EPA Brownfield Funded
- Brillion Works Redevelopment Plan | Brillion WI | Project manager, market analysis, EPA Brownfield Funded
- Housing Studies (twelve cities) | Project manager (most), market analysis, housing strategies
- Plaza West Area Wide Plan | Manhattan, KS | Market analysis, EPA Brownfield Funded
- Sugar Land Tract 5 Development Plan | Market analysis, proforma analysis, fiscal impact analysis



Market Analysis of Housing and Retail Demand, Downtown Event and Entertainment District | Saskatoon SK

Tom served as project manager for the market and development analysis that set a foundation for the downtown master planning process. A market analysis illuminated the existing context for attracting new development across a spectrum of residential, retail, office, and hotel formats. The market analysis provided a foundation for proposing strategic actions to attract new downtown housing and retail development. It clarified the challenges faced by residential and commercial developers, and provided clear direction for public sector roles and actions necessary for addressing those challenges and fostering an initial set of redevelopment projects that would change perceptions of the market and invite subsequent growth and development.

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Emily Reed



ROLE

Historic Resource Lead

FIRM

Stantec - Austin, TX

YEARS OF EXPERIENCE

18

EDUCATION

MS, Historic Preservation
University of Texas, Austin, TX
BA, History and Art History
University of North Carolina
Chapel Hill, NC

CERTIFICATIONS

National Preservation Institute,
Compliance for Historic Properties
NEPA Assignment Training

View Online Profile

[Emily Reed](#)

Emily is Stantec's national Technical Leader for Architectural History. She has over 15 years experience in property assessments, historic preservation, and related work, including research, documentation, and regulatory compliance. She manages a team of 10+ historians in four states. Her expertise includes surveying, assessing, and documenting historic properties and determining eligibility for the National Register of Historic Places in compliance with Section 106 and NEPA; Section 4(f) determinations; archival research; and historic context development. She meets the Secretary of the Interior's professional qualifications for Architectural Historian.

Relevant Experience

- Section 106 Evaluation for Cleanup Activities at the Former Calumet & Arizona Mining Company Hospital | Bisbee, Cochise County, AZ Principal Investigator
- Section 106 Evaluation for Cleanup Activities for the Former Melissa Pierce School | Dallas, TX | Principal Investigator
- Section 106 Evaluation for Cleanup Activities for 3 Properties in the Forest District | St. Philip's School and Community Center | Dallas, TX | Principal Investigator
- Section 106 Survey and Coordination for VIA Metropolitan Transit (VIA) Advanced Rapid Transit North/South Corridor Project | WSP/ VIA | San Antonio, Bexar County, TX | 2022-2023 | Principal Investigator
- NRHP Nominations for Properties Affected by Hurricane Harvey | Texas Historical Commission | Various Counties, TX Principal Investigator
- Historic Preservation Plan for Wake Forest | Wake Forest, NC Principal Investigator
- Historic Preservation Plan for Moberly | Moberly, Randolph County, MO | Principal Investigator



Former Calumet & Arizona Mining Company Hospital Bisbee, Cochise County, AZ | Principal Investigator

Stantec conducted a cultural resource of the property to fulfill the requirements of a Brownfields Cleanup Grant awarded by the EPA for abatement of asbestos and lead-based paint. The property contained the ca. 1918 former Calumet & Arizona Mining Company Hospital, and an associated outbuilding originally used as a power plant. The former hospital was eligible for the NRHP at the local level for its significance under Criterion A in the areas of Industry and Community Planning and Development and under Criterion C in the Area of Architecture. The hospital's design embodied the distinctive characteristics of the early twentieth century, and the building retains a high degree of integrity. The former power plant was determined contributing to the eligible property, and Stantec determined the undertaking would have no adverse effects to the historic property.

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Aaron Wisher

LG, GISP



ROLE

Inventory Lead

FIRM

Stantec - Lynwood, WA

YEARS OF EXPERIENCE

28

EDUCATION

MS, Geology
Central Washington University

BS, Geology, University of Puget Sound

REGISTRATIONS

Licensed Geologist #2666, State of Washington

CERTIFICATIONS

GIS Professional (GISP)

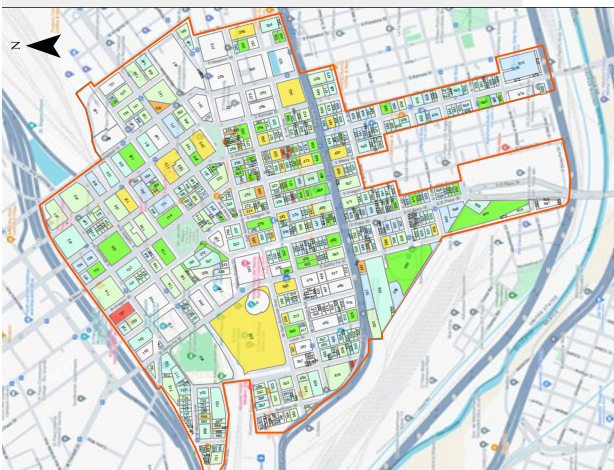
View Online Profile

[Aaron Wisher](#)

Aaron's extensive 28-year career in brownfield inventories marks him as a distinguished expert and leader in the field. His expertise is showcased through his work in creating comprehensive inventories for various environments, ranging from bustling cities to remote areas. He leverages a wide spectrum of data sources, including historical documentation, direct site assessments, and accessible public data. Aaron's expertise in GIS analysis and production is a cornerstone of his contributions to environmental and geological research. His skill set is broad and includes conducting field investigations, analyzing data, and generating detailed reports and geological maps. Aaron's dedication to excellence supports a multitude of projects for governmental bodies, private entities, and large corporations, all aimed at tackling environmental contamination challenges. His focus on diverse ecosystems, such as marine, urban, and isolated areas, has been instrumental in conducting site assessments, reviewing geological studies, and leading exploratory fieldwork with various drilling techniques.

Relevant Experience

- EPA Brownfield Implementation | Cañon City, CO | Technical Lead
- EPA Brownfield Grant Implementation | Longmont, CO | Technical Lead
- EPA Brownfield Implementation | Fremont County, CO | Technical Lead
- EPA Brownfield Implementation | City of Trinidad, CO | Technical Lead
- EPA Brownfield Implementation | Wasilla, AK | Technical Lead
- EPA Brownfield Implementation | Unalaska, AK | Technical Lead
- EPA Brownfield Implementation | Spokane, WA | Technical Lead
- EPA Brownfield Implementation | Benton/Franklin Coalition of Governments, WA | Technical Lead
- EPA Brownfield Implementation | Dallas, TX | Technical Lead



FY2020 EPA Brownfield Assessment Coalition Grant, El Paso DMD, El Paso, TX | Brownfield Inventory Specialist

As an initial step in developing a revitalization strategy, Aaron completed a brownfield inventory and land use analysis for all 154 tax lots within the 18-block target area. The inventory was designed to evaluate the existing conditions of each individual property and determine its capacity and feasibility to support adaptive reuse and/or urban infill development. This information was used to identify and prioritize potential catalyst brownfield with near- to mid-term redevelopment potential. The inventory process identified 73 potential priority brownfields—properties that will be prioritized for reuse/redevelopment and support meaningful catalytic projects. Aaron also completed a brownfield inventory for the City of San Elizario and a two-mile segment of the Mission Trail Corridor to support revitalization planning activities in those areas.

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Eric DeRuyter
PE



ROLE

Cleanup Lead

FIRM

Stantec - Denver, CO

YEARS OF EXPERIENCE

32

EDUCATION

BS, Civil Engineering
Colorado State University

REGISTRATIONS

Professional Engineer #33330, State of Colorado (also registered in NE, OK, SD, UT, and WY)

CERTIFICATIONS

40-Hour OSHA HAZWOPER; 24-Hour MSHA; Adult CPR/Basic First Aid; 4-Hour Confined Space Entry; 8-Hour Refresher HAZWOPER; 8-Hour SafeLandUSA for O&G Sites

Eric is a professional civil engineer and project manager in Stantec's Denver, CO environmental services group with over 32 years of experience in environmental consulting. Eric specializes in site characterization, Phase I/II Environmental Site Assessments (ESAs), soil and groundwater remediation, environmental construction management/oversight, reclamation, stream restoration, landfills, stormwater management plans (SWMPs/SWPPPs), Spill Prevention Control and Countermeasure (SPCC) plans, and managing geophysical investigations and surface/subsurface clearance of munitions and explosives of concern (MEC).

Relevant Experience

- Site Reconnaissance, Environmental Audits, and Preparation of SWMP and SPCC plans | vestalpine Railway Systems Nortrak, Inc. Pueblo, Colorado and Cheyenne, Wyoming | Certifying Engineer
- Phase I/II ESAs at Several Industrial Facilities | Baker Hughes Casper, Wyoming | Field Engineer
- Environmental Compliance and Removal Actions | Naval Security Group Activity (NSGA) Skaggs Island | California | Project Manager
- Site Characterization and Soil Removal Action | Devon Energy Riverton, Wyoming | Field Engineer
- Site Characterization and Groundwater Sampling | Devon Energy Wright, Wyoming | Field Engineer
- Phase I ESAs at Multiple Properties Associated with Aggregate Mines and Concrete Batch Plant Facilities | Wyoming and Montana | Field Engineer
- Removal Action of Petroleum-Contaminated Soils and Site Reclamation of a Former Flare Pit | Private Oil and Gas Client | Wyoming | Project Manager



Environmental Compliance and Removal Actions | Naval Security Group Activity (NSGA) Skaggs Island | California | Project Manager

Work included interaction with multiple state agencies, managing field teams conducting environmental investigations, preparing remedial investigations (Ris), performing environmental compliance actions, conducting removal actions (including a time-critical removal action [TCRA]), developing construction design drawings, specifications, and planning documents for removal actions/ site reclamation, and performing construction oversight. Removal actions included metals-contaminated soil at a small arms range and a TCRA at a dump site located within a wetlands area contaminated with metals and pesticides. The TCRA involved excavation, hauling, and Subtitle D disposal of approximately 15,000 cubic yards of contaminated soils, which was necessary to protect native sensitive species, the salt marsh harvest mouse and California clapper rail.

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Chris Beall

PG, CPG



ROLE

Cleanup Field Lead

FIRM

Stantec - Denver, CO

YEARS OF EXPERIENCE

22

EDUCATION

Bachelor of Science, Geology,
Ball State University, Indiana

REGISTRATIONS

Professional Geologist #3812, State of
Wyoming

Professional Geologist #2218, State
of Indiana

American Institute of Professional
Geologists, Certified Professional
Geologist #12112

Christopher is a professional geologist with 21 years of experience in environmental subsurface investigation and remediation. He specializes in soil and groundwater investigations, soil vapor extraction and groundwater extraction pilot studies, remediation system installations, operations, and maintenance for commercial, industrial, aerospace, governmental, petroleum, and energy clients. Because he has an in-depth understanding of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and state and federal regulations, Christopher provides clients with project guidance and solutions that are both compliant and practical. He also has experience in report writing and project/task management for remediation and site assessment projects.

Relevant Experience

- Environmental Site Remediation | Confidential Client | Loveland, CO | Lead Field Geologist
- Site Remediation Services | Confidential Aerospace Client | North Central, CO | Project Geologist
- Federal Highway Administration-Materials Lab Spill Cleanup Project | Lakewood, CO | Project Geologist
- Environmental Mitigation and Monitoring - Waste Management | Multiple Landfill Sites | Western Michigan | Staff Geologist
- Environmental Mitigation and Monitoring | American Shizuki Corporation | Northrop Grumman | Ogallala, NB | Project Geologist
- Environmental Mitigation and Monitoring | BP Naperville Research Campus | Naperville, IL | Project Geologist
- Environmental Mitigation and Monitoring United Parcel Service (UPS), Site Investigation | McCook, Nebraska | Project Geologist
- Former Lobell Refinery | Wyoming Department of Environmental Quality | Casper, WY | Project Geologist



Site Remediation Services | Confidential Aerospace Client | North Central, Colorado

Our team was retained to remediate soil and groundwater impacted with TCE and degradation daughter products. The impacted subsurface included a silty soil that became increasingly clay-rich with depth and was underlain by a silty/sandy gravel layer to just above the clayey siltstone bedrock. Following review of the data and initial geochemical studies, we identified premature passivation of the zero valent iron "gate" and metals precipitation as the primary mechanisms driving failure of the funnel and gate system. Additional investigations identified an additional ongoing source of solvents, a large sump, which was subsequently removed along with contaminated soil into the underlying clay aquitard. Upon successful demonstration that the CDPHE cleanup goals had been met for conditional closure, the CDPHE issued a Conditional Closure for the site.

Schedule 5

Special Funding Requirements

Excerpt from Request for Proposal dated October 1, 2024, Section 9

9. SPECIAL FUNDING REQUIREMENTS

9.1. Special Funding Contract Requirements

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements.

This bid attachment shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team.

A. Definitions

1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.
2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.
3. Contract:: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

B. Notice

1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.
2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689). It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see section below).
3. As indicated in each Section, some clauses determined nonapplicable for this project may be removed.

9.2. Remedies

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

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

9.3. Termination for Cause and Convenience

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

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

9.4. Equal Employment Opportunity

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

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.5. Clean Air Act and The Federal Water Pollution Control Act

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

A. Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

B. Federal Water Pollution Control Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

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

9.6. Debarment and Suspension

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

- A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- B. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.7. Byrd Anti-lobbying Amendment

Award of \$100,000 or more; 2 CFR, Part 200, Appendix II(I)

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

9.8. Procurement of Recovered Materials

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

- A. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule.
 2. Meeting contract performance requirements.
 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

9.9. Domestic Preferences for Procurement

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

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

9.10. Access to Records

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

- A. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. 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.
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

9.11. Changes

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

- A. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
- B. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

9.12. Department of Homeland Security Seal, Logo, and Flags

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

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

9.13. Compliance with Federal Law, Regulations, and Executive Orders

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

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

9.14. No Obligation by Federal Government

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

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

9.15. Fraud and False or Fraudulent or Related Acts

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

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

Additional Information for Agreement

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan
*CONFIDENTIAL - A copy is available at City of
Pueblo Purchasing Department for audit viewing
purposes only.*

PERA Questionnaire

Insurance Certificate(s)

**CERTIFICATION REGARDING
BYRD ANTI-LOBBYING**

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

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor signed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False claims and Statements, apply to this certification and disclosure, if any.

Contractor Company Name: Stantec Consulting Services Inc.

Signature: Carrie Rackey Date: 10/21/2024

Printed Name/Title: Carrie Rackey, Project Manager



STANTEC CONSULTING SERVICES INC.

Unique Entity ID HAKDPJ5Q18X5	CAGE / NCAGE 1LWL7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 14, 2025	
Physical Address 410 17TH ST STE 1400 Denver, Colorado 80202-4427 United States	Mailing Address 410 17TH ST STE 1400 Denver, Colorado 80202-4427 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Colorado 01	State / Country of Incorporation New York / United States	URL (blank)

Registration Dates

Activation Date Mar 18, 2024	Submission Date Mar 14, 2024	Initial Registration Date Apr 16, 2002
--	--	--

Entity Dates

Entity Start Date Jan 1, 2017	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE 7SJB1	Legal Business Name MUSTANG ACQUISITION HOLDINGS INC.
----------------------	---

Highest Level Owner

CAGE L09R4	Legal Business Name STANTEC INC
----------------------	---

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors 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 No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 1LWL7

Points of Contact

Electronic Business

 Allison Gentry	3052 Beaumont Centre Circle Lexington, Kentucky 40513 United States
--	---

Government Business

 Allison Gentry	3052 Beaumont Centre Circle Lexington, Kentucky 40513 United States
--	---

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	236220	Commercial And Institutional Building Construction
	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction
	522310	Mortgage And Nonmortgage Loan Brokers
	531210	Offices Of Real Estate Agents And Brokers
	531390	Other Activities Related To Real Estate
	541310	Architectural Services
	541320	Landscape Architectural Services
	541360	Geophysical Surveying And Mapping Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541380	Testing Laboratories And Services
	541410	Interior Design Services
	541420	Industrial Design Services
	541611	Administrative Management And General Management Consulting Services
	541613	Marketing Consulting Services
	541618	Other Management Consulting Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	541714	Research And Development In Biotechnology (Except Nanobiotechnology)
	541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
	541810	Advertising Agencies
	541820	Public Relations Agencies
	541910	Marketing Research And Public Opinion Polling
	561110	Office Administrative Services

561210

562910

611430

924110

Facilities Support Services

Remediation Services

Professional And Management Development Training

Administration Of Air And Water Resource And Solid Waste Management Programs

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States

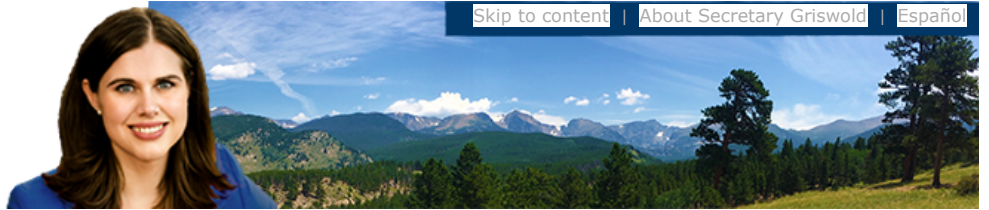
Any

Counties

(blank)

Metropolitan Statistical Areas

(blank)



Summary

For this Record...

Filing history and documents

Get a certificate of good standing

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Unsubscribe from email notification

Subscribe to text notification

Unsubscribe from text notification

Business Home

Business Information

Business Search

FAQs, Glossary and Information

Details			
Name	Stantec Consulting Services Inc.		
Status	Good Standing	Formation date	11/13/2009
ID number	20091599688	Form	Foreign Corporation
Periodic report month	November	Jurisdiction	New York
Principal office street address	410 17TH STREET, SUITE 1400, DENVER, CO 80202, 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

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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 Consulting Services Inc.

is an entity formed or registered under the law of New York , 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 20091599688 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 12/06/2024 that have been posted, and by documents delivered to this office
electronically through 12/09/2024 @ 11:13:52 .

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 12/09/2024 @ 11:13:52 in accordance with applicable law.
This certificate is assigned Confirmation Number 16788738 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

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

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

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

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

Company Name: Stantec Architecture Inc

Authorized Signature: Flager, Jonathan Title: Project Manager

Printed Name: Jonathan Flager Date: 08/29/2024



CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)
12/30/2024

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, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE: FAX (A/C, No): E-MAIL: ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Company of America		25674
INSURER B: Berkshire Hathaway Specialty Insurance Company		22276
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 21261632 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDC INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL/CROSS ☒ XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	N	47 - GLO-307584-06	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POF AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819-TIL-24 TJ - BAP - 8E086820-TIL-24	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	N	N	47 - UMO-307585-06	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB - 3P635310 -24-51-K(AOS) UB-3P533004-24-51-R (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2024 5/1/2024	5/1/2025 5/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CITY OF PUEBLO BROWNFIELD ASSISTANCE. THE CITY OF PUEBLO, ITS AGENTS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/ EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
21261632 CITY OF PUEBLO, A MUNICIPAL CORPORATION 230 S. MECHANIC STREET PUEBLO, CO 81003	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

10/1/2025

DATE (MM/DD/YYYY)

12/30/2024

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, LLC 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.):
INSURED	1414100 STANTEC CONSULTING SERVICES INC. 410 17TH STREET SUITE 1400 DENVER CO 80202-4427	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Berkshire Hathaway Specialty Insurance Company	
		INSURER B: AIG Specialty Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 21261635

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/PROP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED ☐ HIRED AUTOS ONLY ☐			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810-06 NO RETROACTIVE DATE	10/1/2024	10/1/2025	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2023	10/1/2025	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CITY OF PUEBLO BROWNFIELD ASSISTANCE.

CERTIFICATE HOLDER

CANCELLATION

21261635
CITY OF PUEBLO, A MUNICIPAL CORPORATION
230 S. MECHANIC STREET
PUEBLO, CO 81003

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

AUTHORIZED REPRESENTATIVE

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOW AS THE PUEBLO RECREATION RESORT FILING NO. 1 ANNEXATION DESCRIBED AS 79.80-ACRES OF LAND LOCATED NORTH OF STATE HIGHWAY 78, SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND EAST OF THE SOUTHSIDE LANDFILL

SUMMARY:

The proposed Resolution seeks City Council's adoption of certain findings and determinations that the area commonly known as the Pueblo Recreation Resort Filing No. 1 Annexation meets the applicable requirements of Colorado Revised Statutes 31-12-104 and 105.

PREVIOUS COUNCIL ACTION:

On October 28, 2024, City Council approved Resolution No. 15803 preliminarily determining that the petition for annexation of the area commonly known as the Pueblo Recreation Resort Filing No. 1 Annexation is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Pueblo Recreation Resort Filing No. 1 Annexation is located north of State Highway 78, southwest of Ventana Subdivision, Filing No. 1, and east of the Southside Landfill. The Petitioners are requesting to annex 79.80-acres into the City for a potential mixture of land uses that complies with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The area to be annexed is located within the boundaries of the City of Pueblo's 3-Mile Annexation Plan. This Resolution determines that the annexation is found and determined to meet the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105 establishing eligibility for annexation under the Municipal Annexation Act of 1965.

The findings and determination include:

1. The area proposed for annexation has at least one-sixth of its perimeter boundary that is contiguous with the boundaries of the City of Pueblo.
2. A community of interest exists between the area to be annexed and the City of Pueblo in that the area is urban or will be urbanized in the near future, and that the area to be annexed is integrated with or is capable of being integrated with the City of Pueblo.
3. The annexation petition contains signatures of 100% of the owners of the area to be annexed into the City of Pueblo.
4. The boundaries of the area to be annexed do not divide any land held in identical ownership into separate parts or parcels without the consent of the landowners.
5. The area to be annexed does not include, without the consent of the landowners, land held in identical ownership comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000 for ad valorem tax purposes for the year preceding the annexation.

FINANCIAL IMPLICATIONS:

The approval of this Resolution finding and determining the property complies with the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105 establishing eligibility for annexation under the Municipal Annexation Act of 1965 does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 11, 2024, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Spinuzzi to recommend approval of the proposed annexation petition. Motion passed 5-0, Commissioners Pasternak and Maestri absent.

STAKEHOLDER PROCESS:

A certified mailing has been delivered to all taxing entities as required by Colorado Revised Statutes including the notice of the hearing, annexation petition, annexation plat, and annexation impact report.

ALTERNATIVES:

Deny the Resolution.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15885

A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 1 ANNEXATION DESCRIBED AS 79.80-ACRES OF LAND LOCATED NORTH OF STATE HIGHWAY 78, SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND EAST OF THE SOUTHSIDE LANDFILL

WHEREAS, the Pueblo City Council commenced on January 27, 2025, and concluded a public hearing on January 27, 2025, for the purpose of determining and finding whether or not the area proposed to be annexed and described in Resolution No. 15803 and the annexation plat (herein "area to be annexed") meets the applicable requirements of C.R.S. §31-12-104 and 105; and,

WHEREAS, the Pueblo City Council has now considered the testimony and evidence presented at the public hearing including the annexation plat of the area to be annexed, prepared and certified by Michael Leland Cuppy under the date of January 24, 2025; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council hereby finds and determines that: (a) a petition has been received for the annexation of the area to be annexed, and that such petition has been signed by persons comprising more than fifty percent of the landowners in the area to be annexed and owning more than fifty percent of the area to be annexed, excluding public streets and alleys, and any land owned by the City of Pueblo, (b) the boundaries of the area to be annexed do not divide into separate parts or parcels any land held in identical ownership without the consent of the landowners as restricted and defined by C.R.S. §31-12-105 (2)(a) the area to be annexed does not include, without the consent of the landowners, land held in identical ownership comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000 for ad valorem tax purposes for the year preceding the annexation, (c) no annexation proceedings have been commenced for annexation to another municipality of part or all of the area to be annexed, (d) the area to be annexed meets the applicable requirements of C.R.S. §31-12-104 and 105, and (e) that a community of interest exists between the area to be annexed and the City of Pueblo in that said area is urban or will be urbanized in the near future, and that the area to be annexed is integrated with or is capable of being integrated with the City of Pueblo.

SECTION 2.

The City Council hereby finds and determines that an annexation election under C.R.S. §31-12-107 (2) is not required.

SECTION 3.

The City Council hereby finds and determines that other than those set forth in the Petition for Annexation and Annexation Agreement no additional terms or conditions are to be imposed upon the area to be annexed.

SECTION 4.

The City Council hereby finds and determines that not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing boundaries of the City of Pueblo, the annexation will not result in the extension of the City's boundaries more than three miles, the City has in place a plan for the area to be annexed complying with the requirements of C.R.S. §31-12-105(1)(e)(I), and the entire width of all streets and alleys to be annexed are included within the boundaries of the area to be annexed.

SECTION 5.

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

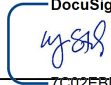
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original and twenty-four (24) prints of an annexation map and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Land Use.

TO BE COMPLETED BY PETITIONERS

Name of Annexation: **Pueblo Recreation Resort**
Annexation No. 1

Location and size in acres: Section SW 1/4 17, Township 21 South,
Range 65, West of the 6th P.M., County of Pueblo, Colorado,
79.80 acres.
100 % of Owners 1; Less than 100% of owners 0
School District No. 60; Special District: N/A

Annexation Agreement: The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use _____
Date Petition Filed _____ Filing Fee \$ _____ Paid _____
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing _____; Notice of Public Hearing Published: _____,
_____, and _____
Copy of published Notice and Petition For Annexation sent by Registered Mail on _____
to Pueblo County Board of County Commissioners, Pueblo County
Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library
District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, 24 prints of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and 20 prints of the annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

***NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS
COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.***

CONTAINING 79.80 ACRES, MORE OR LESS

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.
2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.
3. This petition for annexation has been signed by persons comprising more that fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.
4. A community of interest exists between the area proposed to be annexed and the City.
5. The area proposed to be annexed is urban or will be urbanized in the near future.
6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.

7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,
 - (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.
8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.
9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.
10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:
 - (a) A written legal description of the boundaries of the area proposed to be annexed;
 - (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);
 - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.
11. The area proposed to be annexed is not presently a part of any incorporated city or town.
12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.
13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:
 - (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is

not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.

- (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.
- (c) “Vested property right” and “site specific development plan” shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners consent and agree to the following conditions:

- (a) Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation.
- (b)
- (c)
- (d)
- (e)

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.

Pueblo Recreation Resort No. 1

SIGNATURE

MAILING
ADDRESS

LEGAL
DESCRIPTION

DATE OF
SIGNING

 6601 EUSHWAY 60 GOLD CANYON AZ 85718 2/19/24
Heath A. Herber 1206 Reed Cedar Ct. Juelicher, WI 54650 2/19/24
Heath A. Herber 2727 Glen Arbor Drive 2/19/24
Colorado Springs, CO 80920

The 79.80 Acres is 100% owned by Pueblo
Recreation Investors LLC, which is 100% owned
by the Three Members who have signed above.

Signed:

by Heath A. Herber, Mgr 2/19/2024
Manager of Pueblo Recreation Investors, LLC

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.

Heath A Herber
Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of El Paso,
State of Colorado, this 28th day of February,
2024,
By Heath Herber.

Witness my hand and official seal.

My commission expires: 11/14/2026.

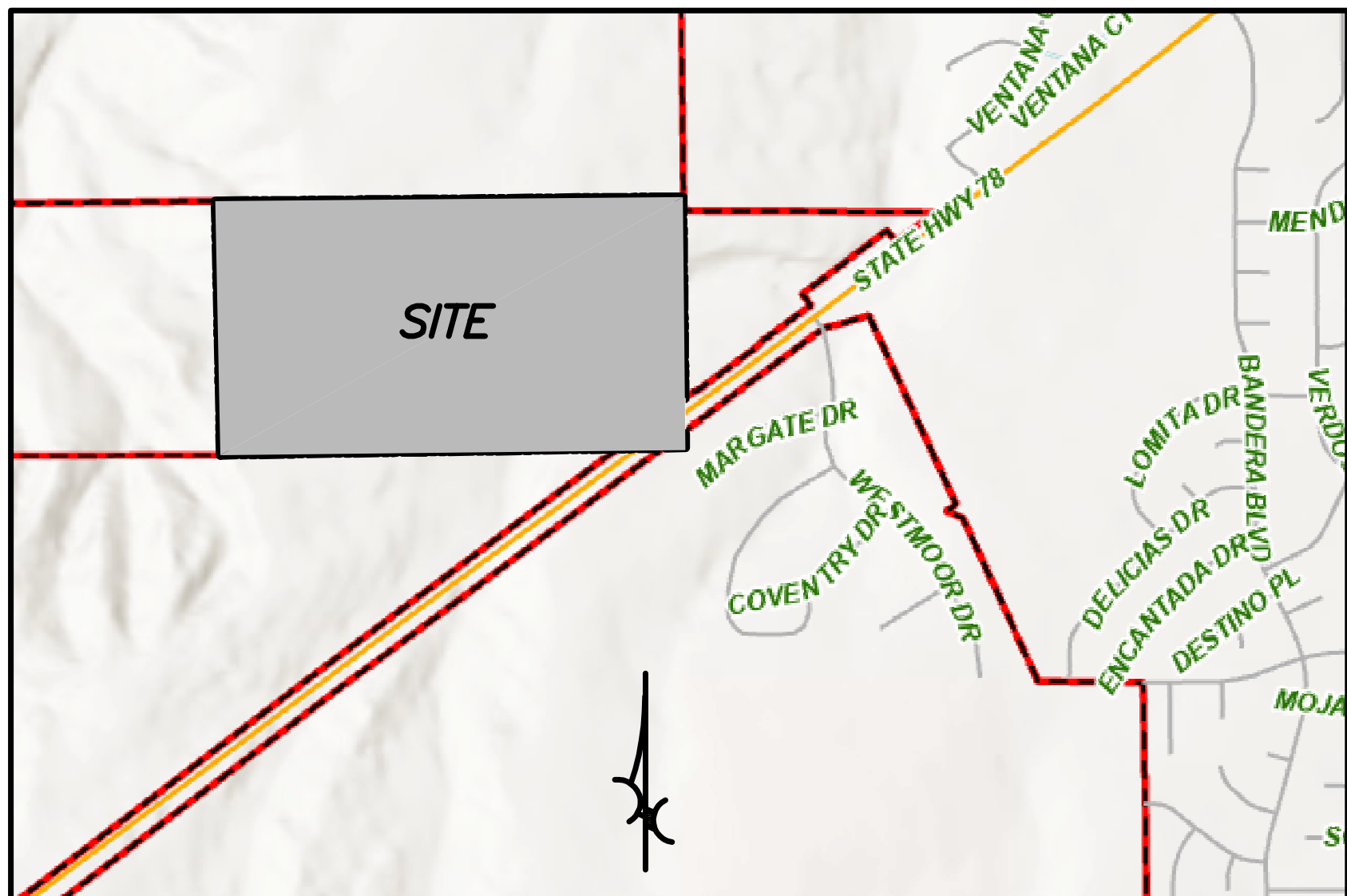
(SEAL)

V. Duran
Notary Public (or official title)



PUEBLO RECREATION RESORT ANNEXATION NO. 1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO

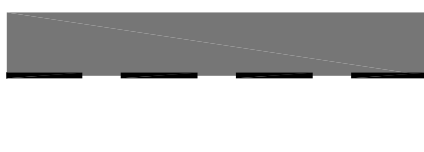


VICINITY MAP

BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4" DIA. ALUMINUM CAP, P.L.S. No. 25948, AND ON THE EAST END WITH FOUND 3 1/4" DIA. ALUMINUM CAP, P.L.S. No. 12933, BEARS N. 89°29'49" E.

LEGEND



EXISTING CITY LIMITS LINE

PROPOSED CITY LIMITS LINE

1. AREA TO BE ANNEXED:

NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.

CONTAINING 79.80 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1
BEGINNING FROM THE WEST ONE-QUARTER CORNER OF SECTION 17; THENCE N. 89°29'49" E., A DISTANCE OF 2,641.73 FEET TO THE CENTER CORNER OF SECTION 17; THENCE S. 01°06'18" E., A DISTANCE OF 1,071.69 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 2
BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 89°08'39" E., A DISTANCE OF 2,293.46 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 3
COMMENCING FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE N. 05°05'06" W., A DISTANCE OF 1,327.20 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AND THE POINT OF BEGINNING; THENCE N. 89°08'39" E., A DISTANCE OF 92.12 FEET TO THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 01°06'18" W., A DISTANCE OF 75.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.

NORTHSTAR ENGINEERING AND SURVEYING, INC.			
111 E. 5TH ST. PUEBLO, CO 81003		(719)544-6823 (719)544-6825 FAX	
ANNEXATION PLAT			
TITLE:	1" = 200'	DRAWN BY: DJA	FILE: 2203200_PUEBLO REC.DWG
SCALE:		CHECKED BY: MLC	JOB NO. 2203200
DATE: 12-05-2024			SHEET 1 OF 1

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

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; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting and approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Meeting:

1. A-24-02 Pueblo Recreation Resort 1

Commission Action: Bailey motioned to recommend the annexation application to City Council, seconded by Spinuzzi.

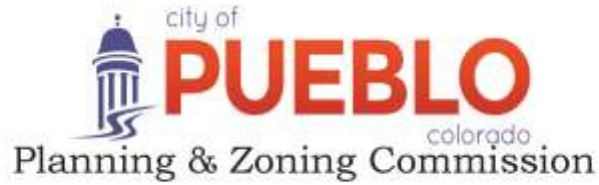
Applicants Craig Dossey and Heath Herber were sworn in and spoke in favor of the application.

Motion Passed: 5-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

A-24-02

TO: City of Pueblo, Planning and Zoning Commission

FROM: Scott Hobson, Acting Director of Planning and Community Development

DATE: December 11, 2024

SUBJECT: Pueblo Recreation Resort Annexation No. 1

APPLICANT: Nina Ruiz; Vertex Co.

PROPERTY OWNER: Pueblo Recreation Investors LLC

LOCATION: Generally located north of Colorado State Highway 78 and east of the Southside Landfill – 79.80 acres

EXISTING ZONE: Pueblo County Agricultural Four (A-4)

CONCURRENT REQUEST(S): Pueblo Recreation Resort No. 2 (A-24-03)

REQUEST:

The Petitioner/Applicant is requesting to annex 79.80 acres into the City. This petition is part of a series of two annexations totaling 299.56-acres. The series annexations include: 79.80 acres in Annexation No. 1 and 219.76 acres in Annexation No. 2. The property within Annexation No. 1 will be master planned following annexation with a potential mixture of land uses that will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended.

BACKGROUND:

The petitioner submitted an annexation petition for the Pueblo Recreation Resort No. 1 Annexation totaling 79.80-acres. The Petitioner/Applicant is requesting to annex 299.56-acres into the City through a series of two annexations with Phase 1 totaling 79.80 acres and Phase 2 totaling 219.76 acres. The annexation petition was filed on February 19, 2024 by Pueblo Recreation Investors, LLC, a Colorado Limited Liability Company, for the annexation of 79.80 acres located north of Colorado State Highway 78 and east of the Southside Landfill. The purpose of the annexation is to a potential mixture of land uses that complies with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within the Suburban Residential future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. The applicant is proposing to initially zone the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 79.80 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is

subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

ANALYSIS:

The proposed Pueblo Recreation Resort Annexation No. 1 conforms with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	Pueblo County Agricultural Four (A-4)
Existing Land Use	Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	Pueblo County Agricultural Four (A-4); Currently undeveloped
East	Pueblo County Agricultural Four (A-4); Currently undeveloped
South	Pueblo County Agricultural Four (A-4); Currently undeveloped
West	City of Pueblo Agricultural One (A-1); Developed with South Side Landfill

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Suburban Neighborhood. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre.

According to the Comprehensive Plan,

Pueblo Regional Comprehensive Plan Goals and State of the County Report:

1. The property proposed to be annexed should promote the development goals provided in the Regional Comprehensive Plan.

Staff findings: The Regional Comprehensive Plan designates this area for suburban development

2. Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.

Staff findings: The proposed annexation agreement requires the petitioner to prepare a Sanitary Sewer Plan certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. Associated impacts on City's existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the petitioner. The petitioner shall construct and install, at petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the property.

The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published February 22, 2010 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Any extension of water service to the property shall be approved by Pueblo Water and no subdivision of the property shall be approved without the approval of Pueblo Water to provide service to the Property.

3. The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.
Staff findings: The proposed annexation agreement requires the Petitioner to dedicate land and right-of-way for public uses and facilities necessary and required to serve the Property in accordance with an approved Master Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

Field Observations of Site:

- The proposed annexation area is vacant, undeveloped land. There are no existing roadways off of State Highway 78 with access to the proposed annexation area.

Neighborhood Compatibility

- The proposed annexation site is surrounding currently by undeveloped land that is zoned either City of Pueblo or Pueblo County Agricultural, so non-agricultural development may not be compatible with the surrounding properties.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Approval of wording in annexation agreement
- City Transportation: Approval of wording in annexation agreement
- City Law Department: Approval of wording in annexation agreement
- Pueblo Regional Building Department: No comment
- City Fire Department: Approval of wording in annexation agreement
- Pueblo Board of Water Works: Approval of wording in annexation agreement
- City Wastewater: Approval of wording in annexation agreement
- City Stormwater: Approval of wording in annexation agreement

- City Parks and Recreation Department: Approval of wording in annexation agreement
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: No Comment

SPECIAL INFORMATION

STATUTORY REQUIREMENTS WHICH EXIST FOR ANNEXING PURPOSES (Colorado Revised Statutes)

1. **Section 31-12-104** – That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - Approximately 1,340 feet of the proposed annexation area is contiguous with existing City property of a total perimeter of approximately 7,540 feet, so it meets the one-sixth requirement.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
 - The City of Pueblo adopted the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2023” on February 13, 2023. All of the property is within three miles of the existing city limits.
 - A City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” is concurrently being reviewed by the Planning & Zoning Commission and will be recommended for approval by City Council prior to the approval of the proposed annexation.
3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
 - An Annexation Impact Report for the Pueblo Recreation Resort Annexation No. 1 has been submitted to the City addressing future land uses, water and sanitary sewer extension, roadway extensions, and impacts to School District 60.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

- a) **The proposed annexation must be a logical extension of the City’s boundary and municipal services.**

The proposed annexation is a logical extension of the City’s boundary.

- b) The property shall be zoned and subdivided in conformity with the Code of Ordinances for the City of Pueblo.

No later than ninety (90) days after the effective date of the Ordinance annexing the property, the petitioner shall cause of the portion of the Property north of State Highway 78 containing approximately 125 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned Agricultural One (A-1) serving as an interim A-1 zone district for a period up to but not to exceed 180 months from the date of this Annexation Agreement. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as Agricultural One (A-1) zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 125 acres described above until the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

- c) The petitioner shall dedicate land and rights of way for public uses and facilities required by the City.

The dedication of land and rights of way for roads and utility lines will be completed at the time of subdivision.

- d) The petitioner shall comply with all applicable requirements of the City of Pueblo's Public Works Department and other City utility companies for the installation of mains, lines, stations, or other utility facilities.

The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED MOTION: Staff recommends Planning and Zoning Commission recommend approval of the annexation to City Council.

CONCLUSION:

The City staff has reviewed the annexation request and recommends approval of the annexation.

ATTACHMENTS

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Future Land Use Map
- D. Site Photo
- E. Annexation Plat
- F. Impact Report
- G. Draft Annexation Agreement (Applicable to A-24-02 and A-24-03)

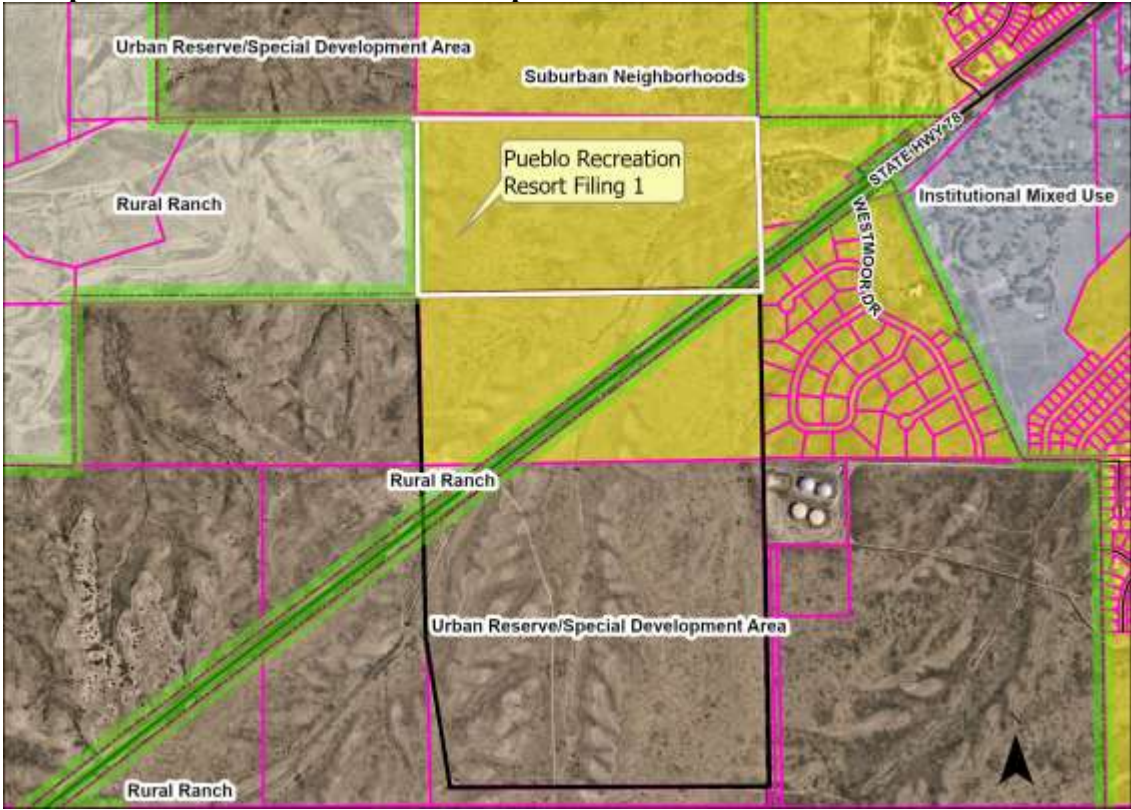
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Future Land Use Map



D. Site Photo





See below for:

E. Annexation Plat

F. Impact Report

G. Draft Annexation Agreement (Applicable to A-24-02 and A-24-03)



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 2 ANNEXATION DESCRIBED AS 219.76-ACRES OF LAND LOCATED SOUTHWEST OF THE VENTANA SUBDIVISION, FILING NO. 1, AND WEST OF THE WESTMOOR SUBDIVISION OF UNINCORPORATED PUEBLO COUNTY

SUMMARY:

The proposed Resolution seeks City Council's adoption of certain findings and determinations that the area commonly known as the Pueblo Recreation Resort Filing No. 2 Annexation meets the applicable requirements of Colorado Revised Statutes 31-12-104 and 105.

PREVIOUS COUNCIL ACTION:

On October 28, 2024, City Council approved Resolution No. 15804 preliminarily determining that the petition for annexation of the area commonly known as the Pueblo Recreation Resort Filing No. 2 Annexation is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Pueblo Recreation Resort Filing No. 2 Annexation is located southwest of Ventana Subdivision, Filing No. 1, and west of the Westmoor Subdivision in unincorporated Pueblo County. The Petitioners are requesting to annex 219.76-acres into the City for a mixture of land uses including a recreational RV resort, commercial development, and residential development that complies with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The area to be annexed is located within the boundaries of the City of Pueblo's 3-Mile Annexation Plan. This Resolution determines that the annexation is found and determined to meet the applicable requirements of the Colorado Revised Statutes §31-12-104 and

105 establishing eligibility for annexation under the Municipal Annexation Act of 1965. The findings and determination include:

1. The area proposed for annexation has at least one-sixth of its perimeter boundary that is contiguous with the boundaries of the City of Pueblo.
2. A community of interest exists between the area to be annexed and the City of Pueblo in that the area is urban or will be urbanized in the near future, and that the area to be annexed is integrated with or is capable of being integrated with the City of Pueblo.
3. The annexation petition contains signatures of 100% of the owners of the area to be annexed into the City of Pueblo.
4. The boundaries of the area to be annexed do not divide any land held in identical ownership into separate parts or parcels without the consent of the landowners.
5. The area to be annexed does not include, without the consent of the landowners, land held in identical ownership comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000 for ad valorem tax purposes for the year preceding the annexation.

FINANCIAL IMPLICATIONS:

The approval of this Resolution finding and determining the property complies with the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105 establishing eligibility for annexation under the Municipal Annexation Act of 1965 does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 11, 2024, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Spinuzzi to recommend approval of the proposed annexation petition. Motion passed 5-0, Commissioners Pasternak and Maestri absent.

STAKEHOLDER PROCESS:

A certified mailing has been delivered to all taxing entities as required by Colorado Revised Statutes including the notice of the hearing, annexation petition, annexation plat, and annexation impact report.

ALTERNATIVES:

Deny the Resolution.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Pueblo Rec Resort Filing No. 2 Findings & Det Attachments

RESOLUTION NO. 15886

A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 2 ANNEXATION DESCRIBED AS 219.76-ACRES OF LAND LOCATED SOUTHWEST OF THE VENTANA SUBDIVISION, FILING NO. 1, AND WEST OF THE WESTMOOR SUBDIVISION OF UNINCORPORATED PUEBLO COUNTY

WHEREAS, the Pueblo City Council commenced on January 27, 2025, and concluded a public hearing on January 27, 2025, for the purpose of determining and finding whether or not the area proposed to be annexed and described in Resolution No. 15803 and the annexation plat (herein "area to be annexed") meets the applicable requirements of C.R.S. §31-12-104 and 105; and,

WHEREAS, the Pueblo City Council has now considered the testimony and evidence presented at the public hearing including the annexation plat of the area to be annexed, prepared and certified by Michael Leland Cuppy under the date of January 24, 2025; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council hereby finds and determines that: (a) a petition has been received for the annexation of the area to be annexed, and that such petition has been signed by persons comprising more than fifty percent of the landowners in the area to be annexed and owning more than fifty percent of the area to be annexed, excluding public streets and alleys, and any land owned by the City of Pueblo, (b) the boundaries of the area to be annexed do not divide into separate parts or parcels any land held in identical ownership without the consent of the landowners as restricted and defined by C.R.S. §31-12-105 (2)(a) the area to be annexed does not include, without the consent of the landowners, land held in identical ownership comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000 for ad valorem tax purposes for the year preceding the annexation, (c) no annexation proceedings have been commenced for annexation to another municipality of part or all of the area to be annexed, (d) the area to be annexed meets the applicable requirements of C.R.S. §31-12-104 and 105, and (e) that a community of interest exists between the area to be annexed and the City of Pueblo in that said area is urban or will be urbanized in the near future, and that the area to be annexed is integrated with or is capable of being integrated with the City of Pueblo.

SECTION 2.

The City Council hereby finds and determines that an annexation election under C.R.S. §31-12-107 (2) is not required.

SECTION 3.

The City Council hereby finds and determines that other than those set forth in the Petition for Annexation and Annexation Agreement no additional terms or conditions are to be imposed upon the area to be annexed.

SECTION 4.

The City Council hereby finds and determines that not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing boundaries of the City of Pueblo, the annexation will not result in the extension of the City's boundaries more than three miles, the City has in place a plan for the area to be annexed complying with the requirements of C.R.S. §31-12-105(1)(e)(I), and the entire width of all streets and alleys to be annexed are included within the boundaries of the area to be annexed.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

DocuSigned by:
[Signature]
7C02E8DFFC3D43C...
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original and twenty-four (24) prints of an annexation map and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Land Use.

TO BE COMPLETED BY PETITIONERS

Name of Annexation: **Pueblo Recreation Resort**
Annexation No. 2

Location and size in acres: Section **SW 1/4 17,**
NW 1/4 20, Township **21** South,
Range **65**, West of the **6th** P.M., County of Pueblo, Colorado,
219.76 acres.
100 % of Owners **1**; Less than 100% of owners **0**
School District No. **60**; Special District: **N/A**

Annexation Agreement: The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use _____
Date Petition Filed _____ Filing Fee \$ _____ Paid _____
Resolution Finding Substantial Compliance adopted _____
Date of Public Hearing _____; Notice of Public Hearing Published: _____,
_____, and _____
Copy of published Notice and Petition For Annexation sent by Registered Mail on _____
to Pueblo County Board of County Commissioners, Pueblo County
Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library
District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, 24 prints of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and 20 prints of the annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

***SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS
COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.***

CONTAINING 72.88 ACRES, MORE OR LESS

***NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH,
RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE
HIGHWAY No. 78 RIGHT-OF-WAY AND LESS THAT PORTION OF
THE NORTHWEST ONE-QUARTER OF SECTION 20 INCLUDED IN
THE JACKSON RANCH ANNEXATION.***

CONTAINING 146.88 ACRES, MORE OR LESS

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.
2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.
3. This petition for annexation has been signed by persons comprising more that fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.
4. A community of interest exists between the area proposed to be annexed and the City.
5. The area proposed to be annexed is urban or will be urbanized in the near future.
6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.

7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,
 - (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.
8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.
9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.
10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:
 - (a) A written legal description of the boundaries of the area proposed to be annexed;
 - (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);
 - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.
11. The area proposed to be annexed is not presently a part of any incorporated city or town.
12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.
13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:
 - (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is

not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.

- (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.
- (c) “Vested property right” and “site specific development plan” shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners consent and agree to the following conditions:

- (a) Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation.
- (b)
- (c)
- (d)
- (e)

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.

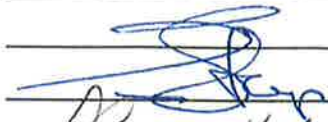
Pueblo Recreation Resort Annexation No. 2

SIGNATURE

MAILING
ADDRESS

LEGAL
DESCRIPTION

DATE OF
SIGNING

	6601 E US HWY 60 GORDON CANYON AZ 85718	2/19/24
Mr. Hader	1206 Red Cedar Ct. Oconomowoc WI 54650	2/19/24
Heath A. Herber	2727 Glen Arbor Drive Colorado Springs, CO 80920	2/19/24

The 219.76 Acres is 100% OWNED by Pueblo Recreation Investors LLC which is owned 100% by The Three Member who have signed above.

Signed
by Heath A. Herber, mgr 2/19/2024
Manager of Pueblo Recreation Investors LLC

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.

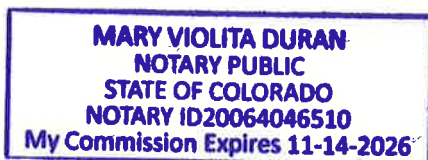
Heath A Herber
Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of El Paso,
State of Colorado, this 28th day of February,
2024,
By Heath Herber.

Witness my hand and official seal.
My commission expires: 11/14/2026.

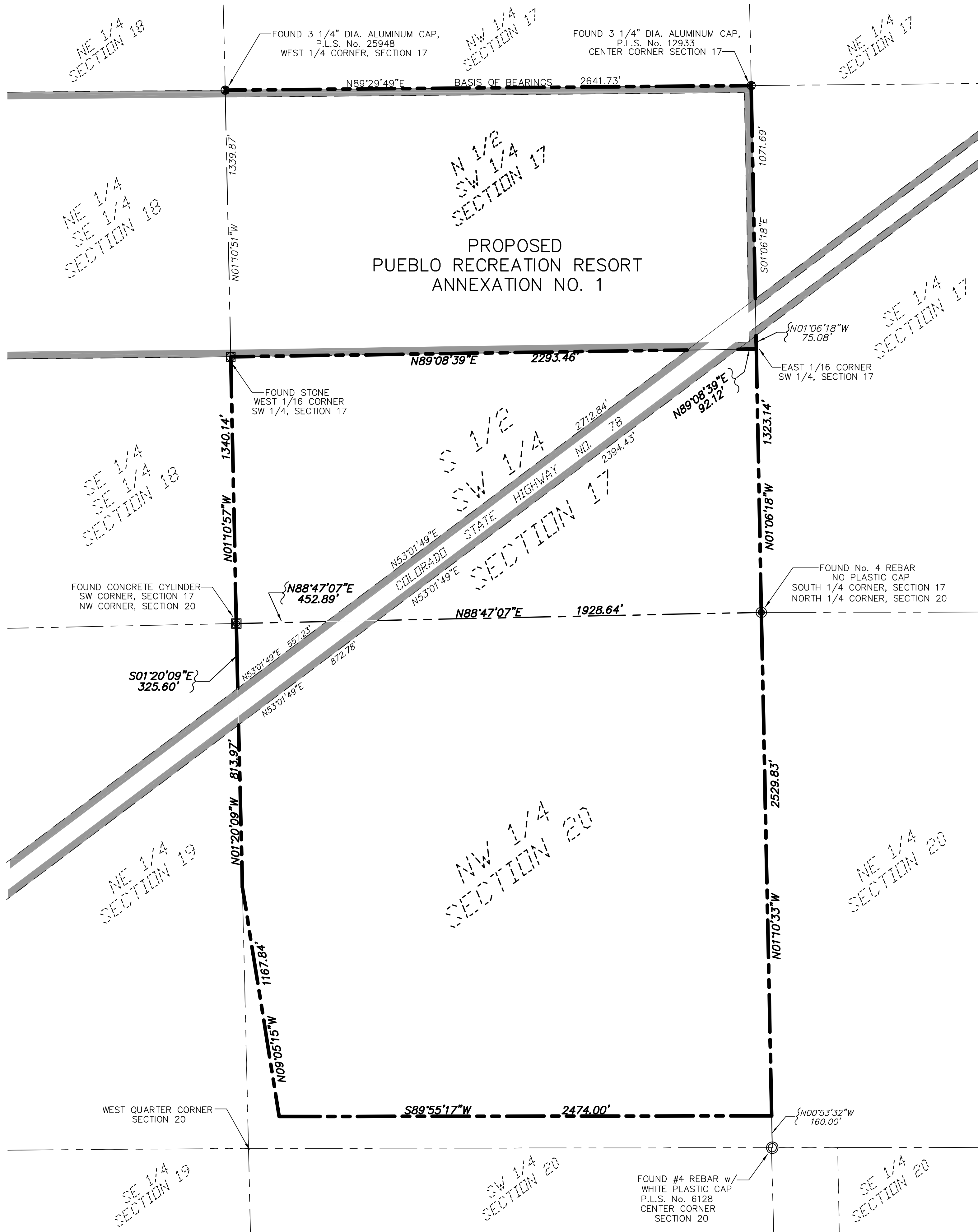
(SEAL)

M. Duran
Notary Public (or official title)



PUEBLO RECREATION RESORT ANNEXATION NO. 2

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4\"/>

LEGEND



1. AREAS TO BE ANNEXED:

SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY.

CONTAINING 72.88 ACRES, MORE OR LESS

AND

NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY AND LESS THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20 OWNED BY WESTERN POWER AND GAS COMPANY.

CONTAINING 146.88 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1

BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°06'18\"/>

AND

DESCRIPTION NO. 2

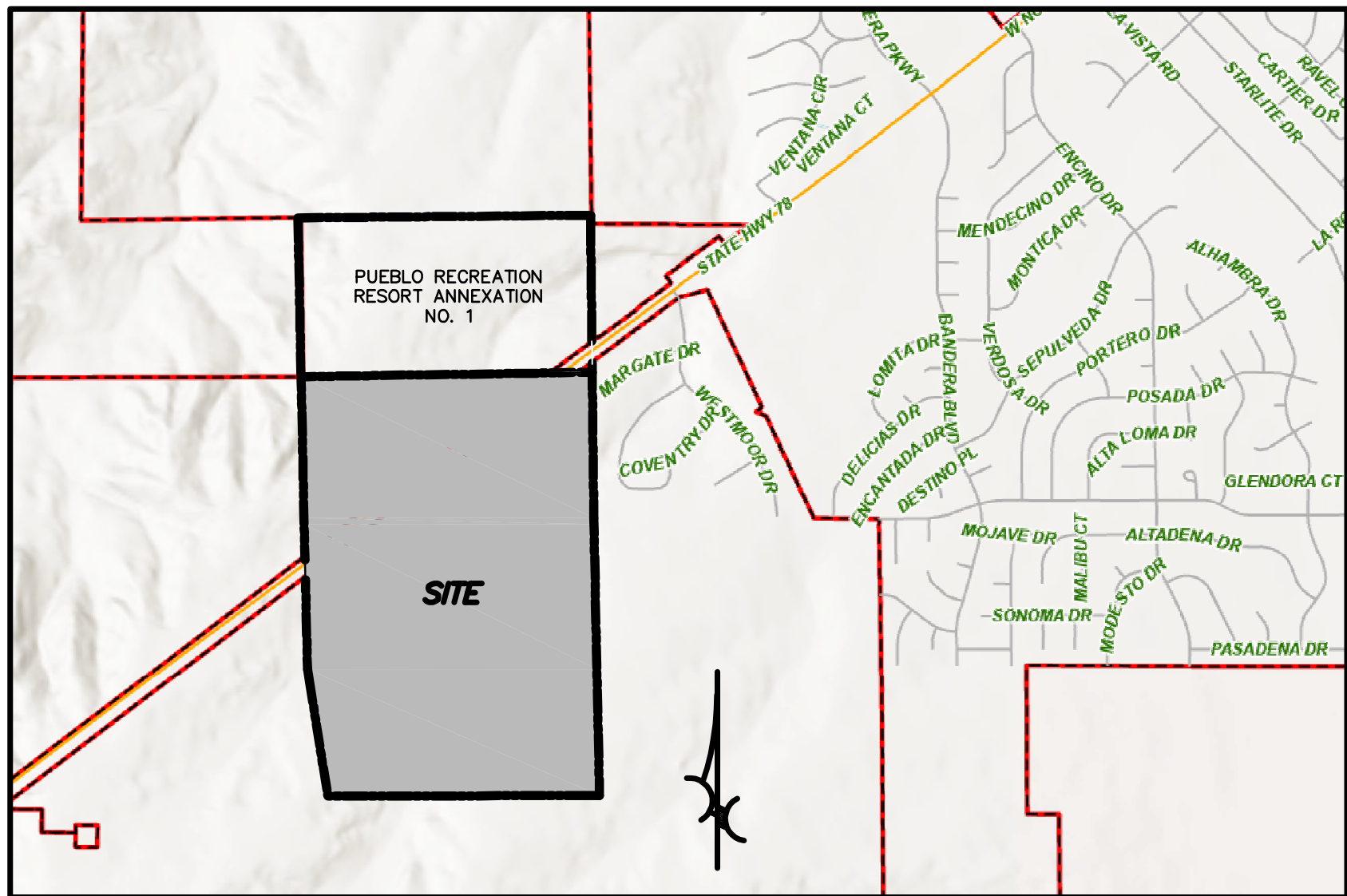
BEGINNING FROM THE EAST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°06'18\"/>

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.



VICINITY MAP

NORTHSTAR ENGINEERING AND SURVEYING, INC.			
111 E. 5TH ST. PUEBLO, CO 81003		(719)544-6823 (719)544-6825 FAX	
ANNEXATION PLAT			
TITLE:	FILE: 2203200_PUEBLO_REC.DWG		
SCALE: 1" = 300'	DRAWN BY: DJA	JOB NO. 2203200	
DATE: 01-29-2024	CHECKED BY: MLC	SHEET 1 OF 1	

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

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; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting and approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Meeting:

2. A-24-03 Pueblo Recreation Resort 2

Commission Action: Bailey motioned to recommend the annexation application to City Council, seconded by Spinuzzi.

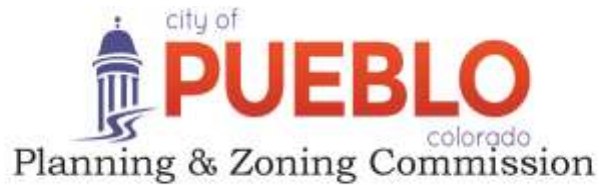
Applicants Craig Dossey and Heath Herber were sworn in and spoke in favor of the application.

Motion Passed: 5-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

A-24-03

TO: City of Pueblo, Planning and Zoning Commission

FROM: Scott Hobson, Acting Director of Planning and Community Development

DATE: December 11, 2024

SUBJECT: Pueblo Recreation Resort No. 2

APPLICANT: Nina Ruiz; Vertex Co.

PROPERTY OWNER: Pueblo Recreation Investors LLC

LOCATION: Generally located east and west of State Highway 78, southwest of Ventana Subdivision, Filing No. 1, and west of the Westmoor Subdivision in unincorporated Pueblo County – 219.76 acres

EXISTING ZONE: Pueblo County Agricultural Four (A-4)

CONCURRENT REQUEST(S): Pueblo Recreation Resort No. 1 (A-24-02)

REQUEST:

The Petitioner/Applicant is requesting to annex 219.76 acres into the City. This petition is part of a series of two annexations totaling 299.56-acres. The series annexations include: 79.80 acres in Annexation No. 1 and 219.76 acres in Annexation No. 2. The property within Annexation No. 2 will be master planned following annexation with a potential mixture of land uses including a recreational RV resort, commercial development, and residential development. The proposed developments will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended.

BACKGROUND:

The petitioner submitted an annexation petition for the Pueblo Recreation Resort No. 1 Annexation totaling 219.76-acres. The Petitioner/Applicant is requesting to annex 299.56-acres into the City through a series of two annexations with Phase 1 totaling 79.80 acres and Phase 2 totaling 219.76 acres. The annexation petition was filed on February 19, 2024 by Pueblo Recreation Investors, LLC, a Colorado Limited Liability Company, for the annexation of 219.76 acres located east and west of State Highway 78, southwest of Ventana Subdivision, Filing No. 1, and west of the Westmoor Subdivision in unincorporated Pueblo County. The purpose of the annexation is to provide a potential mixture of land uses including a recreational RV resort, commercial development, and residential development. The proposed developments will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within three separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories include Suburban Residential, Rural Ranch, and Special Development Area. Following approval of the annexation, the petitioner will file an application for a comprehensive plan future land use map amendment changing

the future land use area south of SH 78 to a Commercial Mixed Use designation. Under the provisions of the annexation agreement, the petitioner will submit an application to rezone the property north of State Highway 78 containing approximately 175 acres into a R-6 Multiple-Residential and Commercial District. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 219.76 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

ANALYSIS:

The proposed Pueblo Recreation Resort Annexation No. 1 conforms with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	Pueblo County Agricultural Four (A-4)
Existing Land Use	Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	Pueblo County Agricultural Four (A-4); Currently undeveloped
East	Pueblo County Agricultural Four (A-4) and Government Use (S-1); Currently undeveloped
South	Pueblo County Agricultural One (A-1); Currently undeveloped
West	Pueblo County Agricultural One (A-1); Currently undeveloped

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Suburban Neighborhood and Urban Reserve/Special Development Area, and Rural Ranch. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre. The Special Development Area identifies potentially serviceable areas that could be suitable for future annexations, so the land use opportunities can be determined in a master plan approved by the Planning & Zoning Commission prior to any zoning and subdivision of the property. Following the approval of the annexation, the petitioner intends to file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use designation.

Pueblo Regional Comprehensive Plan Goals and State of the County Report:

1. The property proposed to be annexed should promote the development goals provided in the Regional Comprehensive Plan.

Staff findings: The Regional Comprehensive Plan designates this area for suburban development, Special Development Area, and Rural Ranch to be redesignated prior to the approval of any master plan, rezoning or subdivision, and development.

2. Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.

Staff findings: The proposed annexation agreement requires the petitioner to prepare a Sanitary Sewer Plan certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. Associated impacts on City's existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the petitioner. The petitioner shall construct and install, at petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the property. The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published February 22, 2010 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Any extension of water service to the property shall be approved by Pueblo Water and no subdivision of the property shall be approved without the approval of Pueblo Water to provide service to the Property.

3. The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.

Staff findings: The proposed annexation agreement requires the Petitioner to dedicate land and right-of-way for public uses and facilities necessary and required to serve the Property in accordance with an approved Master Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

Field Observations of Site:

- The proposed annexation area is vacant, undeveloped land. There are no existing roadways off of State Highway 78 with access to the proposed annexation area.

Neighborhood Compatibility

- The proposed annexation site is surrounded currently by undeveloped land that is zoned either City of Pueblo or Pueblo County Agricultural, so non-agricultural development may not be compatible with the surrounding properties.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Approval of wording in annexation agreement
- City Transportation: Approval of wording in annexation agreement
- City Law Department: Approval of wording in annexation agreement
- Pueblo Regional Building Department: No comment
- City Fire Department: Approval of wording in annexation agreement
- Pueblo Board of Water Works: Approval of wording in annexation agreement
- City Wastewater: Approval of wording in annexation agreement
- City Stormwater: Approval of wording in annexation agreement
- City Parks and Recreation Department: Approval of wording in annexation agreement
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: No Comment

SPECIAL INFORMATION

STATUTORY REQUIREMENTS WHICH EXIST FOR ANNEXING PURPOSES (Colorado Revised Statutes)

1. **Section 31-12-104** – That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - The proposed annexation area will have at least one-sixth contiguous perimeter with existing City property once the Pueblo Recreation Resort Filing 1 annexation is completed.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
 - The City of Pueblo adopted the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2023” on February 13, 2023. All of the property is within three miles of the existing city limits.
 - A City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” is concurrently being reviewed by the Planning & Zoning Commission and will be recommended for approval by City Council prior to the approval of the proposed annexation.

3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
- An Annexation Impact Report for the Pueblo Recreation Resort Annexation No. 1 has been submitted to the City addressing future land uses, water and sanitary sewer extension, roadway extensions, and impacts to School District 60.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

- a) The proposed annexation must be a logical extension of the City's boundary and municipal services.

The proposed annexation is a logical extension of the City's boundary.

- b) The property shall be zoned and subdivided in conformity with the Code of Ordinances for the City of Pueblo.

Following the approval of the annexation, the petitioner intends to file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use designation. No later than ninety (90) days after the effective date of the ordinance annexing the Property, the petitioner shall cause the portion of the Property north of State Highway 78 containing approximately 175 acres to be zoned into a R-6 Multiple-Residential and Commercial District. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

- c) The petitioner shall dedicate land and rights of way for public uses and facilities required by the City.

The dedication of land and rights of way for roads and utility lines will be completed at the time of subdivision.

- d) The petitioner shall comply with all applicable requirements of the City of Pueblo's Public Works Department and other City utility companies for the installation of mains, lines, stations, or other utility facilities.

The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED MOTION: Staff recommends Planning and Zoning Commission recommend approval of the annexation to City Council.

CONCLUSION:

The City staff has reviewed the annexation request and recommends approval of the annexation.

ATTACHMENTS

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Future Land Use Map
- D. Site Photo
- E. Annexation Plat
- F. Impact Report
- G. Draft Annexation Agreement (Refer to A-24-02 Report)

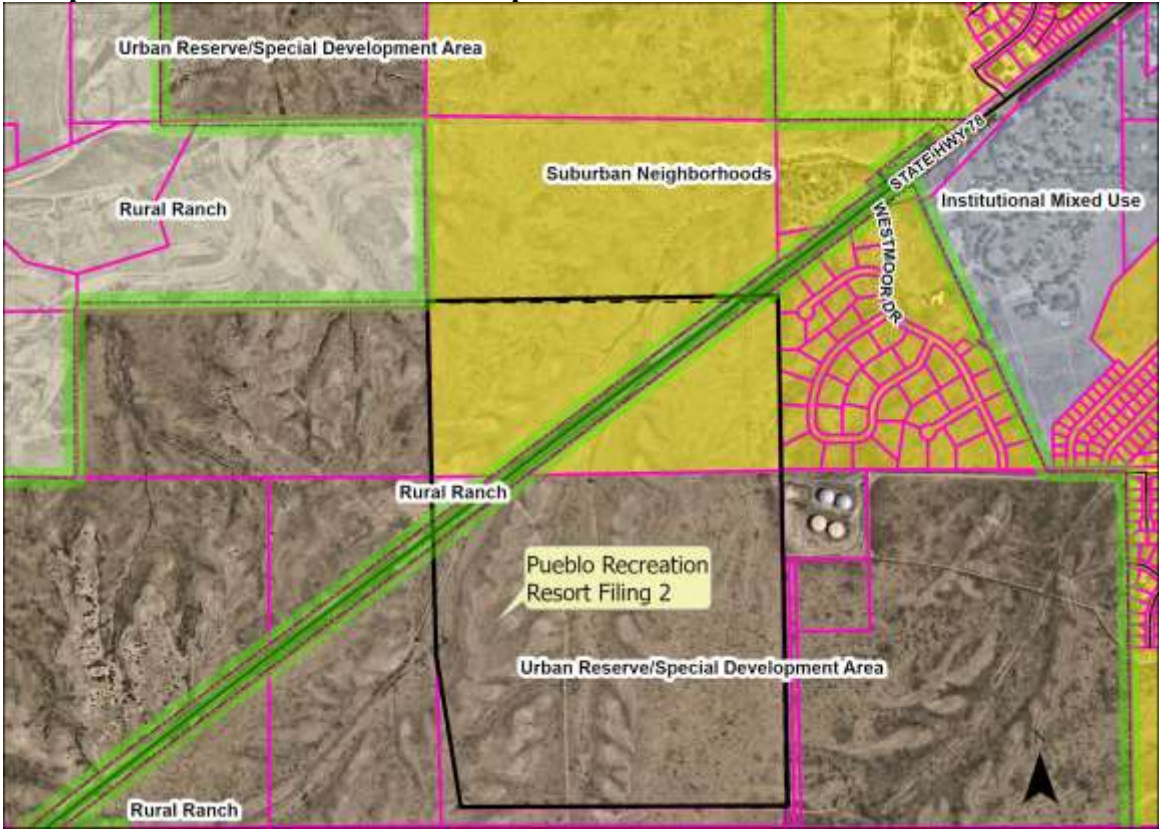
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Future Land Use Map



D. Site Photo



Draft Annexation Agreement not printed here; Refer to A-24-02 Report



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 27, 2025

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 AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2508, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$128,000.00 TO PROJECT NO. CI2508 TO INSTALL TRAIL SIGNAGE

SUMMARY:

This Ordinance approves and accepts a grant awarded from The Colorado Department of Transportation in the amount of \$128,000.00 to install signage along the City's trail system.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The City received a grant from the Department of Transportation for the purchase and installation of trail signs along the Arkansas River and Fountain Creek trails. The project will include signage for identifying trail heads and access points, wayfinding signs directing users to the access points, etiquette signs, and a variety of informational signs placed along the trail.

The City will work with the Pueblo Conservancy District and the Fountain Creek Watershed District in coordinating a signage system that benefits all of the partners in developing a unique and well thought out sign program.

FINANCIAL IMPLICATIONS:

There is no match required for this grant.

BOARD/COMMISSION RECOMMENDATION:

The Pueblo Area of Council of Governments (PACOG) approved the funding of this project at their June 27th meeting.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should the Council choose not to approve this grant agreement then those improvements will not be completed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 491003804-Pueblo City of _MMOF-S_Arkansas River and Fountain Creek Signage

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2508, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$128,000.00 TO PROJECT NO. CI2508 TO INSTALL TRAIL SIGNAGE

WHEREAS, The Colorado Department of Transportation tendered a grant award using MMOF-S Program funds in the total amount of \$128,000.00 upon conditions recited therein or incorporated therein by reference; 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.

Grant Agreement Number 25-HTD-ZL-00123, ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Transportation, 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 the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

Project No. CI2508 – River Trail Signage is hereby established.

SECTION 4.

The grant award from the Colorado Department of Transportation, totaling \$128,000.00 is hereby approved and accepted in accordance with the Agreement.

SECTION 5.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project No. CI2508. Said funds shall only be expended and used for this project.

SECTION 6.

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

SECTION 7.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency Department of Transportation	Agreement Number/PO Number 25-HTD-ZL-00123 / 491003804
Grantee City of Pueblo	Agreement Performance Beginning Date The Effective Date
Grant Agreement Amount MMOF-S Funds Maximum Amount	Initial Agreement Expiration Date September 30, 2026
\$128,000.00	Fund Expenditure End Date September 30, 2026
Total for all State Fiscal Years	\$128,000.00
Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c), 43-4-811(2), SB18-001, SB17-228 and SB17-267.	
Agreement Purpose The purpose of this Grant is for CDOT to disburse MMOF-S Program Funds to Grantee to conduct work within the provisions of this Grant.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A, Statement of Work and Budget. 2. Exhibit B, Sample Option Letter. 3. Exhibit C, Title VI-Civil Rights. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C, Title VI-Civil Rights. 2. Colorado Special Provisions in §17 of the main body of this Agreement. 3. The provisions of the other sections of the main body of this Agreement. 4. Exhibit A, Statement of Work and Budget. 5. Executed Option Letters (if any).	
Principal Representatives For the State: Michael Snow Division of Transportation Development 2829 W. Howard Place Denver, CO 80204 michael.snow@state.co.us For Grantee: Steven Meier Director – Pueblo Transit City of Pueblo 350 Alan Hamel Ave Pueblo, CO 81003 smeier@pueblo.us	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE City of Pueblo By: _____ Name: _____ Title: _____ Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____
Second Grantee Signature if Needed By: _____ Name: _____ Title: _____ Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ By: Assistant Attorney General Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD _____ By: Department of Transportation Effective Date: _____	

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

F. Grantee's Termination Under State Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **"Budget"** means the budget for the Work described in Exhibit A.
- D. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- E. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
- F. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee's Work that is intended to be delivered by Grantee.
- G. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- H. **"End of Term Extension"** means the time period defined in §2.D.

- I. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- J. **“Extension Term”** means the time period defined in §2.C.
- K. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- M. **“Grant Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. **“Initial Term”** means the time period defined in §2.B.
- P. **“Matching Funds”** (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- S. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- T. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. **“State Records”** means any and all State data, information, and records, regardless of physical form.
- X. **“Subcontractor”** means any third party engaged by Grantee to aid in performance of the Work. **“Subcontractor”** also includes sub-grantees of Grant Funds.
- Y. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and

any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Grant Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement as “MMOF-S Funds Maximum Amount”.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
- d. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days’ interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State’s review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant

Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

C. Matching Funds

Grantee shall provide Matching Funds as provided in **§5.A** and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. If Grantee is a public entity, Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

- i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.
- ii. The State shall reimburse Grantee's allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
 - a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
 - b. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred.)
- iv. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted

to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Grantee Records"). Grantee shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State and any other duly authorized agent of the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION - STATE RECORDS**A. Confidentiality**

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, Grantee shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that Grantee, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Grantee's sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee's planned remediation in response to any negative findings.

E. Data Protection and Handling

Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.

Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee’s termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers’ Compensation

Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

D. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

E. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within 7 days of Grantee's receipt of such notice.

F. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

H. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES**A. State's Remedies**

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS**A. Assignment**

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into

this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

- i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Agreement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee..

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this 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.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests

made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

EXHIBIT A, STATEMENT OF WORK AND BUDGET**River Trail Signs****City of Pueblo****Scope of Work****Project Information:**

- Owner – City of Pueblo
- Project Location – Citywide
- Project Manager –
Steven Meier, Director of Parks and Recreation
800 Goodnight Ave.
Pueblo, CO 81005
smeier@pueblo.us
719-553-2790
- Amount of Award – **\$128,000**

Scope of Work:

The project will consist of the purchase and installation of signs along the Arkansas River and Fountain Creek trails. The project will four (4) different types of signs that will direct the users to the trail system, identify trail heads, provide trail etiquette and general information. The following is a breakdown of the project:

No.	Description	Qty
1.	Trailhead Access Sign	Max. 25
2.	Etiquette Signs	Approx. between 25 – 36
3.	Wayfinding signs	Approx. between 12 – 40
4.	Informational signs	Approx. between 20 – 40
5.	Mounting poles	Varies on number of signs
6.	Misc. hardware	As needed
7.	Signs graphics	As needed / inhouse & by vendor
8.	Installation	As needed / inhouse & by vendor

Budget:

MMOF Funds:	\$128,000
Match:	\$0
TOTAL Project cost:	\$128,000

Anticipated Project timeline: Agreement Execution Date - September 30, 2026

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Current Grant Agreement Amount MMOF-S Funds Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Local Funds \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year Current Agreement Expiration Date Month, Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term or End of Term Extension.

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter 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 Option Letter Effective Date: _____
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EXHIBIT C, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the “Grantee”) agrees as follows:

- (1) **Compliance with Regulations:** The Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subgrantees, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
- (4) **Information and Reports:** The Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Grantee under the Agreement until the Grantee complies, and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO URBAN RENEWAL AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 14, BLOCK 46, EAST PUEBLO, SCHEDULE #431120007, 800 BLOCK E 3RD ST., PUEBLO CO 81001 FOR AN AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00), AND AUTHORIZING THE MAYOR TO DO THE SAME

SUMMARY:

Attached is an Ordinance approving, and authorizing the Mayor to sign, an agreement for the City to An unaddressed parcel of unimproved land located in the 800 Block of East 3rd, Pueblo, CO 81001 to Pueblo Urban Renewal Authority for two thousand dollars (\$2,000.00)

PREVIOUS COUNCIL ACTION:

Not Applicable.

BACKGROUND:

The unaddressed property at the 800 block of East 3rd Street was acquired by the City through the redemption of a tax lien. The Property is more specifically designated as:
Parcel: 431120007

Legal Description: Lot 14, Block 46, East Pueblo, County of Pueblo, State of Colorado

FINANCIAL IMPLICATIONS:

The City will receive \$2,000.00 from the sale. Closing costs and fees will be paid by the Pueblo Urban Renewal Authority. The Pueblo Urban Renewal Authority will pay for title insurance. Proceeds of the sale will go to the City's general fund.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council may decide not to sell this property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Agreement to Sell Real Estate- Urban Renewal

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO URBAN RENEWAL AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 14, BLOCK 46, EAST PUEBLO, SCHEDULE #431120007, 800 BLOCK E 3RD ST., PUEBLO CO 81001 FOR AN AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00), AND AUTHORIZING THE MAYOR TO DO THE SAME

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

SECTION 1.

The Agreement to Buy and Sell Real Estate ("Agreement") dated <>, between the City of Pueblo, a Municipal Corporation, and Pueblo Urban Renewal Authority, a Public Body Corporate and Politic of the State of Colorado, a drafted copy of which is attached hereto and is incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to fix the seal of the City thereto and attest same. The Mayor is further authorized to execute and deliver the accompanying Special Warranty Deeds and related documents at closing, transferring the property owned by the City to Pueblo Urban Renewal Authority in the manner described in the Agreement.

SECTION 3.

Proceeds from the sale in the amount of \$2,000.00 are to be deposited into General Fund.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

AGREEMENT TO BUY AND SELL REAL ESTATE

THIS AGREEMENT ("Agreement") is made the ____ day of ____, 2025 ("Effective Date"), between the City of Pueblo, a Colorado municipal corporation, (hereinafter called the "Seller"), and the Pueblo Urban Renewal Authority, a public body corporate and politic of the State of Colorado (hereinafter called the "Purchaser").

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms and conditions set forth herein, the parties agree as follows:

1. Property Defined. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Seller, all the certain plat, piece, and parcel of land having the following legal descriptions:

Parcel: 431120007

Legal Description: Lot 14, Block 46, East Pueblo

all in the County of Pueblo, State of Colorado

Upon full payment to Purchaser of all sums due, the Property shall be conveyed by Special Warranty Deed ("Deed"), the form of which, marked as Appendix 1, are attached hereto, and incorporated herein by reference. Subject to Purchaser's right to object to title exceptions established by Section 5, 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 regulations of the City of Pueblo and the Permitted Exceptions (as hereinafter defined), which shall be listed as exceptions in the Special Warranty Deed, subject to satisfaction of the conditions listed in this Agreement.

2. Purchase Price. Purchaser shall pay \$2,000.00, to be paid as provided in, and subject to, Paragraph 3 below (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable at Closing in cash or certified funds.

4. Real Property Taxes. General real property taxes and assessments for tax year 2025, if any, shall be prorated and paid at Closing by the Purchaser on the basis of the 2024 tax year.

5. Title Commitment and Policy. Within ten (10) days of the date hereof and, in any event, at least twenty (20) days prior to the Closing Date, Seller shall order and obtain, and deliver to Purchaser, at Purchaser'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 taxes due with respect to the Property, from a title company selected by Seller, and reasonably acceptable to Purchaser, authorized to issue title insurance in the state of Colorado (the "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 Purchaser. Purchaser shall have the right to review the Title Commitment and the title documents and notify Seller in writing of any title objections to the title exceptions set forth in the Title Commitment. Seller shall have five (5) days from receipt of notice of such objections within which to

eliminate or modify (or agree in writing to so eliminate or modify) any such unacceptable exceptions to the reasonable satisfaction of Purchaser, but Seller shall have no obligation whatsoever to so eliminate or modify any such unacceptable exceptions. In the event that Seller is unable or unwilling to eliminate or modify (or agree in writing to so eliminate or modify) such unacceptable exceptions to the reasonable satisfaction of Purchaser on or before the expiration of said five (5) day period, Seller shall notify Purchaser in writing of such fact within said five (5) day period or be deemed to have so notified Purchaser with respect to all such unacceptable exceptions not theretofore cured upon the fifth (5th) day of said period. In such event, Purchaser shall, prior to the Closing Date either (i) waive such objections and accept title to the Property subject to title exceptions set forth in the Title Commitment (the "Permitted Exceptions"), or (ii) terminate this Agreement by written notice to Seller, whereupon this Agreement shall automatically be terminated and of no further force and effect, except as otherwise expressly set forth herein. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Purchaser the owner's title insurance policy referred to above (the "Title Policy"), issued by the Title Company insuring Purchaser's title to the Property consistent with the Title Commitment subject only to taxes and assessments for the year of Closing and subsequent years, subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and zoning and subdivision regulations and regulations of the City of Pueblo and the Permitted Exceptions. At Closing, Purchaser shall pay the premium for the Title Policy. Purchaser may obtain such other endorsements to the Title Policy as Purchaser desires, at the expense of Purchaser. Subject to Purchaser's right to object to title exceptions and right to terminate this Agreement, Purchaser shall provide such affidavits or certificates, and pay such expenses, as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

6. Closing Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at the offices of Land Title Guarantee Company ("LTGC"), 503 N. Main Street, Suite 2, Pueblo, Colorado 81003, at a date and time as agreed by Seller and Purchaser.

7. Closing Costs. The Purchaser shall be responsible for all closing costs.

8. 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. 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.

9. Disclaimers. Except as expressly set forth in this agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Seller's special warranty of title to be set forth in the Special Warranty Deed), zoning, tax consequences, physical or environmental condition (including, but not limited to, hazardous materials contamination), utilities, operating history or projections, valuations, governmental approvals, the compliance of the property with governmental laws, or any other matter or thing regarding the property. Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement and the Special Warranty of Title to be set forth in the Special Warranty Deed, upon closing Seller shall sell and convey to Purchaser and Purchaser shall accept the property "as is, where is, with all faults." Purchaser and Seller agree that the provisions of this paragraph 9 shall survive the closing of the transaction contemplated by this Agreement and the recording of the Special Warranty Deed hereunder.

10. In addition to Paragraph 9 hereof, Seller and Purchaser agree that the provisions of this Agreement shall survive Closing and the recording of the Special Warranty Deed.

11. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement, which alone fully and completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement and made by the other. This Agreement may not be changed or terminated orally.

12. Use of the Property. Purchaser shall use the Property and construct single-family residential homes for sale to buyers. Purchaser must commence construction on the Property within eighteen months from the Effective Date. Seller hereby intends to create a new special limitation and possibility of reverter, and Seller intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Purchaser fails (i) to pay all amounts due under this Agreement, (ii) to construct single-family residential homes for sale to buyers, or (iii) to commence construction on the Property within eighteen months from the Effective Date, the Property shall automatically revert to Seller at no additional cost and Purchaser shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

13. The provisions in this Agreement are to apply to and bind, and inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the respective parties.

14. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

15. 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 15 shall survive the closing of the transaction contemplated by this agreement and the recording of the Special Warranty Deed hereunder. To the full extent permitted by law, Purchaser and Seller hereby waive their rights to a trial by jury.

16. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser, and their respective heirs, executors, administrators, successors and assigns only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

17. The following schedules or appendices attached hereto shall be deemed to be an integral part of this Agreement: Appendix 1 – Special Warranty Deed.

18. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

19. Liability of Seller. In no event shall Seller, its officers, agents, or employees be liable to Purchaser for damages, including without limitation, compensatory, punitive, indirect, special, or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by Seller or the failure or delay of Seller in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of Seller entering into this Agreement, Purchaser hereby waives and discharges Seller, its officers, agents, and employees from all claims for any and all such damages. Except in the event of a material breach by Seller, no breach, default, delay, or failure of Seller under this Agreement shall be or be construed to be a waiver, discharge, or release of Purchaser's obligation to pay the Purchase Price under Section 3 hereof. In the event of a breach of this Agreement by the Seller, Purchaser's sole and exclusive remedy shall be to terminate this Agreement. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Purchaser without the showing of any special damages or an inadequate remedy at law.

20. Counterparts. This Agreement may be executed in any number of 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.

21. 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.

22. The failure to enforce any provision of this Agreement shall not operate as a waiver of any preceding or future breach of any such provision or any other provision hereof.

23. Neither party shall record this Agreement or any short form memorandum of this Agreement.

24. The City's Request for Proposals for the sale of the Property and Purchaser's Proposal in response thereto are incorporated into this Agreement, as if set forth verbatim.

Executed at Pueblo, Colorado, as of the Effective Date.

SELLER:

CITY OF PUEBLO, COLORADO
A MUNICIPAL CORPORATION

By: _____
Heather Graham
Mayor

ATTESTED BY: _____
CITY CLERK

PURCHASER:

PUEBLO URBAN RENEWAL AUTHORITY
A PUBLIC BODY CORPORATE AND POLITIC
OF THE STATE OF COLORADO

By: _____
Chairman

ATTESTED BY: _____
Secretary / Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by
_____, as Purchaser.

Witness my hand and official seal.
My commission expires: _____.

[S E A L]

Notary Public

APPENDIX 1

SPECIAL WARRANTY DEED

THIS DEED, made this ____ day of _____, 2025, between the City of Pueblo, a Colorado municipal corporation, whose address is 1 City Hall Place, Pueblo, Colorado 81003 (hereinafter referred to as “Grantor”), and the Pueblo Urban Renewal Authority, a public body corporate and politic, whose address is 115 E. Riverwalk #410, Pueblo, Colorado 81003, (hereinafter referred to as “Grantee”):

WITNESSETH, that the Grantor, for and in consideration of the sum of Two Thousand Dollars (U.S. \$2,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its heirs, successors and assigns forever, all the real property, together with improvements, if any, described as:

Parcel: 431120007

Legal Description: Lot 14, Block 46, East Pueblo

all in the County of Pueblo, State of Colorado

for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

Grantee shall use the real property and construct a single-family residential home for sale to buyers. Grantee must commence construction on the property within eighteen months from the date of execution of this agreement, but in no event later than December 31, 2026. Grantor hereby intends to create a new special limitation and possibility of reverter, and Grantor intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Grantee fails (i) to pay all amounts due, (ii) to construct a single-family residential home for sale to buyers, or (iii) to commence construction on the real property within eighteen months from the date of execution of this agreement, but in no event later than December 31, 2026, the real property shall automatically revert to Grantor at no additional cost and Grantee shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

This conveyance is of the surface estate only and no mineral rights are conveyed by this instrument.

EXHIBIT A

PERMITTED EXCEPTIONS

Commented [MC1]: David, should we take this out, or is this required to be in as a placeholder?



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 27, 2025

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 AUTHORIZING AMENDMENT NO. 20 TO THE AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION, AND ACCOUNTABILITY SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO

SUMMARY:

Attached is Amendment No. 20 to the Intergovernmental Agreement between the City and the County of Pueblo, which provides for the administration of the Community Services Advisory Commission (CSAC). This Amendment extends the Agreement until December 31, 2024.

PREVIOUS COUNCIL ACTION:

The City Council has approved the extension of the Agreement every year since 2003.

BACKGROUND:

Prior to 2003, the City and County of Pueblo had separate processes by which they allowed local non-profits to apply for general revenue funds. In 2003, the City and County entered into an agreement that streamlined that process and created the Community Services Advisory Commission. Under the Agreement, Pueblo County administers the funding process. The Agreement is for one year, and it has been renewed each year since 2003.

FINANCIAL IMPLICATIONS:

During the City's budget process, the City Council determines the amount of funding that it will appropriate for the Community Services Advisory Committee. There is no set amount stated in the Agreement. In 2013, the City and County amended the Agreement to allow for a 5% administrative fee to be charged, as opposed to a yearly negotiated

amount. In 2025, the City will contribute \$490,000 and the County contribution will be \$490,000. The CSAC Agreement allows the County a 5% (\$24,500) administrative fee to administer CSAC.

BOARD/COMMISSION RECOMMENDATION:

The Community Services Advisory Commission has made funding recommendations to both the City and the County for delivery of services.

STAKEHOLDER PROCESS:

There are no required or recommended stakeholder processes attached to this action.

ALTERNATIVES:

The City or the County could choose to return to the processes in place prior to 2003, and each entity would undertake its own funding process.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CSAC Amendment 20
2. 2025 CSAC Funding Recommendations

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AMENDMENT NO. 20 TO THE AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION, AND ACCOUNTABILITY SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO

WHEREAS, City and County have heretofore entered into the Agreement for Community Services Planning, Administration and Accountability Services dated July 14, 2003, (hereinafter "the Agreement") wherein the parties set forth their agreement concerning cooperation in the funding, contracting, and compliance monitoring of non-profit community service organizations; and

WHEREAS, the parties desire to continue the cooperative arrangement for another calendar year and it is therefore necessary and desirable that the Agreement be amended to extend its term for an additional calendar year; Now, THEREFORE,

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

SECTION 1.

Amendment No. 20 to Agreement for Community Services Planning, Administration, and Accountability dated February 10, 2025, between the City of Pueblo, a Municipal Corporation, and the Board of County Commissioners of the County of Pueblo ("Amendment"), for community services planning, administration, and accountability services, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Amendment for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The Mayor is hereby authorized to execute CSAC Subrecipient Agreements to effectuate the 2025 Recommendations of the Community Services Advisory Commission for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 4.

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

SECTION 5.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 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. 20 TO
AGREEMENT FOR COMMUNITY SERVICES PLANNING,
ADMINISTRATION, AND ACCOUNTABILITY SERVICES

THIS AMENDMENT NO. 20 to Agreement for Community Services Planning, Administration, and Accountability Services is made and entered into this _____ day of February 2025, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), and the Board of County Commissioners of the County of Pueblo (hereinafter referred to as "County").

WHEREAS, City and County have heretofore entered into the Agreement for Community Services Planning, Administration, and Accountability Services dated July 14, 2003 (hereinafter the "Agreement"), and prior Amendment No's. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 thereto, wherein the parties set forth their agreement concerning cooperation in the funding, contracting, and compliance monitoring of non-profit community service organizations; and

WHEREAS, the parties desire to continue the cooperative arrangement for another calendar year and it is therefore necessary and desirable that the Agreement be amended to extend its term for an additional calendar year.

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and conditions set forth herein, the parties agree as follows:

1. The Agreement is amended by revising section 8 (Term of Agreement) thereof to extend the expiration of the term of the Agreement to December 31, 2025, unless sooner terminated as provided in the Agreement.
2. Except as expressly modified by this Amendment No. 20, the Agreement, including all prior Amendments, shall remain in full force and effect. Any obligations remaining to be performed under the original Agreement and prior Amendments by either party, including but not limited to those relating to the services to be performed by County, or the compensation payable therefore, are not waived or excused in any manner, but shall be fully performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 20.

IN WITNESS WHEREOF, City and County have executed this Amendment No. 20 to Agreement for Community Services Planning, Administration, and Accountability Services as of the date first above written.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

ATTEST:

City Clerk

By _____
Mayor

APPROVED AS TO FORM

BALANCE OF APPROPRIATION EXISTS
FOR THIS CONTRACT AND FUNDS ARE
AVAILABLE

City Attorney

By _____
Director of Finance

ATTEST:

COUNTY OF PUEBLO

County Clerk

By _____
Chair, Board of County Commissioners

[S E A L]



**Department of Planning & Community Development
Housing and Citizen Services Division**

2025 CSAC Award Recommendations

Applying Agency	2025 Award Recommendation
A Caring Pregnancy Center	\$30,714
Assistance League	\$1,000
Bessemer Historical Society - Steelworks Center of the West	\$10,000
Boys & Girls Clubs of Pueblo County	\$109,614
Care & Share Food Bank	\$58,984
CASA	\$28,291
Catholic Charities	\$60,164
Center for Disabilities - Center Toward Self Reliance	\$10,061
Crossroads Turning Points	\$20,386
East Side Child Care	\$53,280
El Pueblo History Museum	\$10,722
Juniper/Pueblo Rape Crisis Services	\$15,502
Mariposa Center for Safety (fka YWCA)	\$145,532
MIKID	\$20,000
Mt. Carmel Veterans Service Center	\$19,190
Posada	\$71,897
Pueblo Child Advocacy Center	\$40,000
Pueblo Cooperative Care Center	\$46,014
Pueblo Heritage Museum - Southern Colorado Heritage Center -	\$12,876
Pueblo Soup Kitchen	\$40,000
Ronald McDonald House	\$15,000
SEL Tutoring	\$9,414
Servicios de la Raza - Behavioral Healthcare Services & Workforce Development	\$50,000
Southside Children's Center	\$58,674
Spark the Change (Metro Volunteers	\$9,185
The Arc of Pueblo	\$9,000
Pueblo Diversified Industries	\$0
Ballet Folklorico	\$0
Spay and Neuter Now	\$0
CSU Pueblo	\$0
TOTAL	\$955,500



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, AIR POLLUTION CONTROL DIVISION AND THE PUEBLO FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves a Memorandum of Understanding between the Colorado Department of Public Health and Environment, Air Pollution Control Division and The Pueblo Fire Department for ambient air quality monitoring. This agreement includes development and operations of up to one (1) temporary sensor around Pueblo Fire Department Station #1.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado Department of Public Health and Environment, Air Pollution Control Division is deploying a sensor and collecting data as part of the Inflation Reduction Act grant awarded to Clean Air Pueblo. This agreement includes development and operations of up to one (1) temporary sensor around Pueblo Fire Department Station #1.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Passage of the Ordinance.

Not applicable to this Ordinance.

ATTACHMENTS:

1. MOU_IRA_Pueblo Fire Department_CDPHE

ORDINANCE NO.

AN ORDINANCE APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, AIR POLLUTION CONTROL DIVISION AND THE PUEBLO FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Memorandum of Understanding ("MOU") between the Colorado Department of Public Health and Environment and the Pueblo Fire Department, 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 Mayor is hereby authorized to execute the MOU in the name and on behalf of the City of Pueblo, where the Mayor may execute the MOU 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 directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached MOU to effectuate the transactions described therein.

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

The Memorandum of Understanding ("MOU") between the Colorado Department of Public Health and Environment and the Pueblo Fire Department, a copy of which is attached hereto and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

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
Pueblo Fire Department
AND
Colorado Department of Public Health and Environment,
Air Pollution Control Division
for Air Quality Monitoring**

I. PARTIES

This Memorandum of Understanding (MOU) is hereby entered into by:

- Pueblo Fire Department,
- Colorado Department of Public Health and Environment (CDPHE), Air Pollution Control Division (APCD)

Together referred to as the “Signatory Parties” or “Parties.”

Signatory parties to this MOU agree to work in a coordinated and mutually beneficial manner, to support the air quality monitoring activities of CDPHE APCD in an effort to gather acceptable data in accordance with the APCD air quality monitoring objectives.

II. PURPOSE

The purpose of this MOU is to outline the interests, benefits, and working relationship between the Pueblo Fire Department and the APCD for ambient air quality monitoring. Possible air quality parameters to be monitored include total particulate matter, volatile organic compounds, nitrogen oxides, and meteorology. This MOU covers the development and operations of up to one (1) temporary sensor around Pueblo Fire Department Station #1 at latitude 38.263160, longitude -104.636313. This project is for the operation of a temporary sensor on property owned by The City of Pueblo. The APCD is deploying the sensor and collecting data as part of the Inflation Reduction Act grant awarded to Clean Air Pueblo, to understand how the data that are collected might be used to inform the wider community about their air quality.

III. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

Interests and benefits common to all parties include, but are not limited to:

1. Working collaboratively to mutually support investigation into local and regional air quality issues;
2. Supporting efforts to collect air quality data that is of sufficient quality to be used in air quality forecasting and public health notifications to local citizens;
3. Supporting efforts to collect air quality data that can be used by Clean Air Pueblo and Pueblo residents to further the current knowledge of air quality in Pueblo.
4. Supporting Pueblo Fire Department staff through the use of real time and highly local data collected at the station.

IV. THE SIGNATORY PARTIES AGREE AS FOLLOWS

1. All parties recognize the benefits of coordination and cooperation to obtain accurate air quality data.
2. Pueblo Fire Station #1 will allow access to APCD staff and the installation of air quality monitoring analyzers at a location and at times mutually-agreed upon by both parties.
3. At the conclusion of the site operation, the analyzers/samplers and all appurtenances shall be removed by APCD.
4. Upon request, the APCD will provide staff at Pueblo Fire Department access to the ambient air quality monitoring data collected at the site.
5. Site visits will be made as needed, by APCD personnel or APCD authorized personnel to calibrate, audit, maintain, and repair the sensors. APCD technicians and scientists will do analyzer/sampler audits, cleanings, maintenance, repairs, and calibrations. APCD personnel and APCD authorized personnel will operate the site and comply with all Pueblo Fire Station-provided rules, safety, and security requirements.
6. The APCD will be financially responsible for security, installation, operations, repairs, replacement, and removal of APCD owned equipment. APCD will be responsible for the actions of its employees under this MOU.
7. The APCD shall obtain, maintain, and conform to all applicable Federal, State, County, and Municipal licenses, permits, rules, regulations, and authorization required by law to install, operate, and maintain the site. The State of Colorado is self-insured for Liability, Worker's Compensation, and State Property per the Risk Management Act according to CRS §24-30-1501 et seq. Statutory limits of liability are referenced in the Colorado Governmental Immunity Act (CGIA) under CRS §24-10-114 (a) & (b).

V. LIMITATIONS

1. Nothing in this MOU impairs or otherwise affects the authority of the heads of the signatory party over their organizations.
2. This MOU is intended to outline an agreement among the parties and does not create or confer any right or benefit on any person or party, private or public. Nothing in this MOU is intended to restrict the authority of any signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority and jurisdiction.
3. This MOU in no way restricts signatory parties from participating in similar activities with other public or private agencies, organizations, and individuals.

4. Nothing in this MOU shall obligate any signatory party to obligate or transfer any funds, nor does it supplement existing statutory authorities of the signatory party agencies.

This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements concerning this MOU, whether written or oral.

VI. EXECUTION, MODIFICATION AND TERMINATION

It is mutually agreed and understood by all signatory parties that:

1. Any signatory party may withdraw from this MOU at any time. A party is encouraged to provide a 60-day advance written notice to the other parties.
2. Changes to the scope of this MOU shall be made by the issuance of a multilaterally executed modification. These changes are to be mutually agreed upon between the parties to this MOU, shall be incorporated by written instrument, executed and signed by all parties to this MOU and are effective as of the date of the last signature obtained.
3. This MOU may be executed in counterparts. A copy with the original signature pages affixed will constitute the original MOU. The effective date shall be the date of the final signatory party agency's signature, and the MOU shall remain in effect until modified or dissolved.
4. This MOU is subject to the availability of funding and is intended to be guidance for the respective parties. This MOU may not serve as the basis for any challenges or appeals.
5. Colorado Open Records Act (CORA). Any information and data furnished to the APCD, such as air quality data, collected under this Memorandum is subject to the Colorado Open Records Act (24-72-201 to 24-72-309, C.R.S.).
6. RESPONSIBILITIES OF PARTIES. The subject parties intend to handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party intends to carry out its separate activities in a coordinated and mutually beneficial manner.
7. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate the subject parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
8. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against any of the signatory parties, including but not limited to Pueblo Fire Department, CDPHE APCD, their agencies, their officers, or any other person.
9. AUTHORIZED REPRESENTATIVES. By signature below, the signatory party certifies that the individuals listed in this document as representatives of the signatory party are authorized to act in their respective areas for matters related to this agreement.

10. GOVERNMENTAL IMMUNITY: CDPHE APCD and Pueblo Fire Department do not waive their governmental immunity by entering into this MOU and retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
11. The parties agree that exclusive venue for any action related to performance of this agreement shall be in Pueblo County, Colorado.
12. Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

VII. RELEVANT REFERENCES AND GUIDANCE DOCUMENTS

1. State of Colorado's "Ambient Air Pollution and Meteorological Monitoring Guidance", http://www.colorado.gov/airquality/monitoring_docs.aspx

VIII. CONTACTS

The contacts for each party to this agreement are:

Fire Chief Barbara Huber
Pueblo Fire Department
Fire Station #1
425 W 7th Street Pueblo, CO 81003

CDPHE APCD

Administrative:

APCD Fiscal Department
CDPHE Air Pollution Control Division
4300 Cherry Creek Drive South
Denver, CO 80246
cdphe_apcd_fiscal@state.co.us

Technical:

Erick Mattson
CDPHE Air Pollution Control Division
Technical Services Program (TSP)
4300 Cherry Creek Drive South

Memorandum of Understanding
Between Pueblo Fire Department and CDPHE APCD for Air Quality Monitoring

Denver, CO 80246
(303) 910-5619
erick.mattson@state.co.us

IX. SIGNATURES

For CDPHE:

NAME: Jill Hunsaker Ryan
TITLE: Executive Director
Colorado Dept. of Public Health and Environment

Date: _____

For Pueblo Fire Department

NAME:
TITLE:

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2025, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

SUMMARY:

This Ordinance directs that the May 6, 2025 Special Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

PREVIOUS COUNCIL ACTION:

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County.

BACKGROUND:

Article X, Section 20 of the Colorado Constitution and the Uniform Election Code of 1992 permits the coordination of elections.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk the City's share of the actual cost of materials

and services directly attributable to the City's participation in the Coordinated Election including the preparation and mailing of a TABOR Notice, if necessary. The City's share is estimated to cost between \$95,000 and \$100,000. Funding for the costs associated with conducting this Special Municipal Election is allocated in the City Clerk's 2025 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

The Board of Elections, at a meeting on January 22, 2025, reviewed this Ordinance Calling for a Special Election and adopted an Election Board Resolution Recommending the adoption of this Ordinance by the City Council. The Board of Elections feels that it is in the best interest of the City and its Citizens to participate in the Coordinated Election on May 6, 2025.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of Ordinance

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2025, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

WHEREAS, Article X, Section 20 of the Colorado constitution and the Uniform Election Code of 1992 permits municipalities to coordinate elections with the State of Colorado and its political subdivisions; and

WHEREAS, other elections will be held at the same time as the City's Special Municipal Election on May 6, 2025, and

WHEREAS, the Uniform Election Code of 1992 applies to any municipal election conducted as part of a Coordinated Election and authorizes a municipality to utilize the requirements and procedures of the Uniform Election Code of 1992 for the conduct of such elections, and

WHEREAS, it would be in the best interests of the City and its citizens to participate in a Coordinated Election on May 6, 2025; NOW, THEREFORE,

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

SECTION 1.

The City's Special Municipal Election to be held on May 6, 2025 shall be conducted as part of a Coordinated Election as defined in the Uniform Election Code of 1992.

SECTION 2.

Pursuant to the authority granted by Article XX and Article X, Section 20 of the Colorado Constitution and §§1-1-102 and 31-10-102.7 C.R.S., the requirements and procedures of the Uniform Election Code of 1992 (Articles 1 to 12 including Article 7.5 the Mail Ballot Election Act, of Title 1, C.R.S. but not Article 13 thereof relating to election offenses), except to the extent they conflict with a specific provision of the Charter of the City of Pueblo, are hereby adopted and will be utilized in the conduct of the Special Municipal Election to be held as part of a Coordinated Election on May 6, 2025.

SECTION 3.

The City Clerk, the Board of Elections, and all officers and staff of the City are authorized and directed to cooperate with the Pueblo County Clerk and Recorder and to take all action necessary, appropriate or required to effectuate the provisions of this Ordinance and to conduct the Special Municipal Election to be held on May 6, 2025 as part of a Coordinated Election, in compliance with the requirements and procedures of the Charter of the City of Pueblo, Article X, Section 20 of the Colorado Constitution, and the Uniform Election Code of 1992.

SECTION 4.

The City Council does hereby adopt the optional registration plan provided for in Section 17-9 of the Charter of the City of Pueblo and hereby determines and declares that voting machines are not available.

SECTION 5.

All public notices that are required to be published with respect to the Special Municipal Election shall be published in *The Pueblo Chieftain*.

SECTION 6.

The Pueblo Election Code and all other Ordinances and Resolutions of the City inconsistent with the Uniform Election Code of 1992 and this Ordinance are hereby superseded, suspended and repealed to the extent only of such inconsistency for and during the conduct of the Coordinated Election to be held May 6, 2025.

SECTION 7.

The Director of Finance is hereby designated as the City Council's designee responsible for providing to the City Clerk the fiscal information that must be included in any ballot issue notice for any initiated measure or ballot issue referred to the voters by the City Council at the Coordinated Election to be held May 6, 2025.

SECTION 8.

If any section, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, clause or provision shall not affect any of the remaining sections, clauses or provisions of this Ordinance.

SECTION 9.

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: January 27, 2025

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 ONE-ACRE LOCATED AT 615 SOUTH PUEBLO BOULEVARD FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 1 (one)-acre located at 615 South Pueblo Boulevard from R-2, Single-Family Residential Zone District to B-3, Highway and Arterial Business Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a one-acre lot with an approximately 800 square foot residence, which was constructed in 1962. The applicant purchased the property in 2023 and is requesting to rezone from a residential to a commercial zone district so that the existing structure can be repurposed into an office space. The 2022 Regional Comprehensive Plan designates this property as Commercial Mixed-Use. The Commercial Mixed-Use classification calls for primary land uses such as retail, personal services, offices, and entertainment and secondary land uses of multi-family residential and supporting services. The current zone district, R-2, Single-Family Residential, limits the subject property to low-density residential use, which does not conform with the current goals of the Comprehensive Plan. The proposed B-3, Highway and Arterial Business Zone District furthers the goals of the Comprehensive Plan as it greatly expands the potential uses of the property that abuts the Major Arterial roadway, Pueblo Boulevard. The subject property is unsubdivided, so a subdivision plat would have to be recorded before any future commercial building projects could be completed. Currently, the applicant intends to reuse the existing single-family structure on the lot as-is for an office space. The proposed Zoning Map Amendment would facilitate that use as well as

make the property more valuable as a commercial lot for any potential future redevelopment opportunities.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 8, 2025, 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-24-20 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE ONE-ACRE LOCATED AT 615 SOUTH PUEBLO
BOULEVARD FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE
DISTRICT TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE
DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single-Family Residential to B-3, Highway and Arterial Business Zone District:

BEG SE COR NE 1/4 NE 1/4 SEC 4 TH N ALONG ELY LINE SD SEC 281.78 FT TO A PT WHICH IS PT BEG TH CONTINUE NLY 140.88 FT TO A PT TH W 309.7 FT M/L TO PT IN ELY LINE W D B SUB NO 1 TH SLY ALG E LINE SD SUB 140.88 FT TO A PT TH E 309.5 FT TO PT BEG. IN NE 1/4 NE 1/4 4-21-65 1A M/L

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

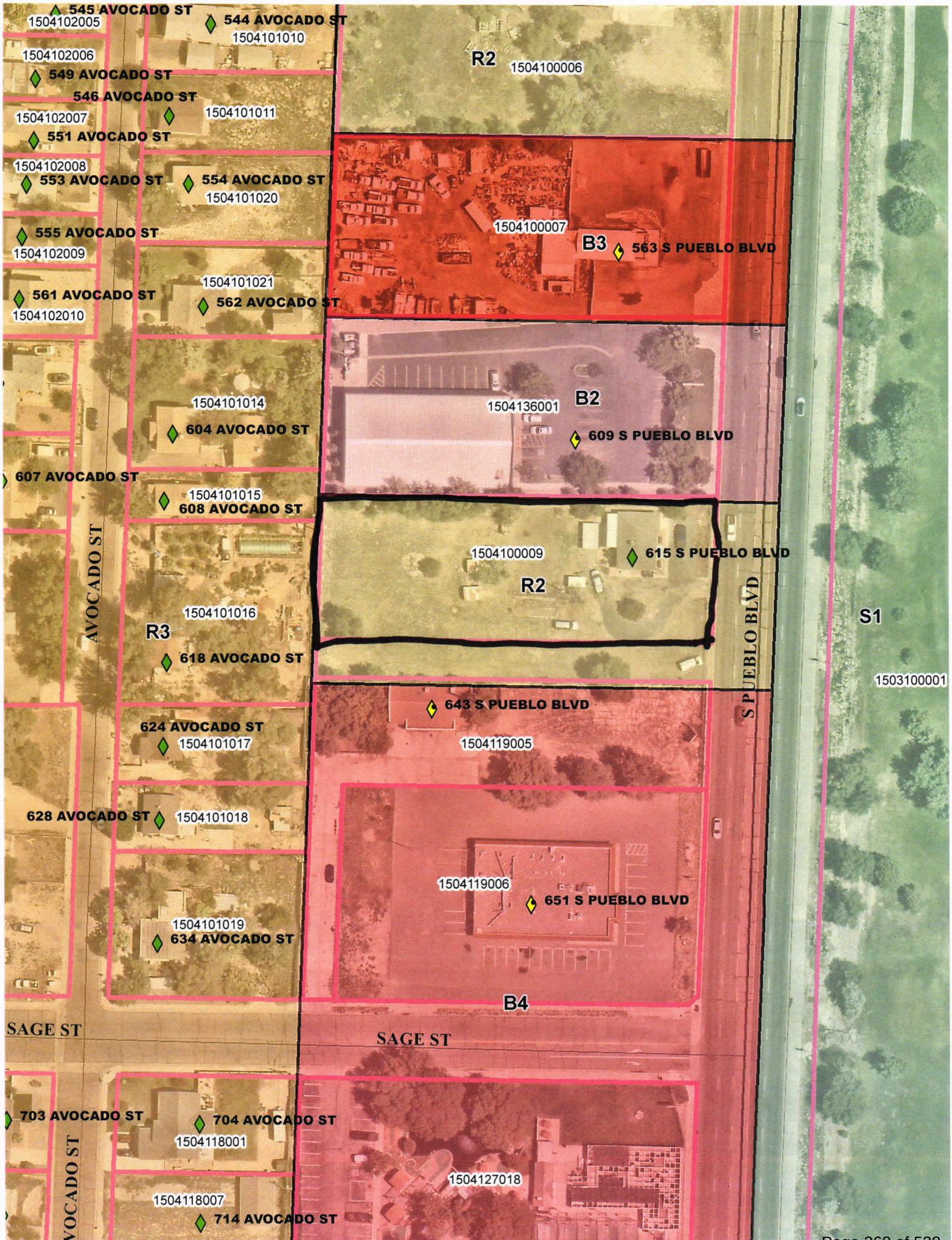
Action by City Council After Disapproval by the Mayor:

- ☐ 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



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday January 8th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Regina Maestri, Christopher Pasternak, Alexandra Aznar, Lisa Bailey, and 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; Hannah Prinzi, Planner

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Maestri.

Motion Passed: 7-0

2. Z-24-20 Rezone: Rezoning of 1 acre located at 615 S. Pueblo Blvd. from Single-Family Residential (R-2) Zone District to Highway and Arterial Business (B-3) Zone District. Staff report by Mikaylin Hackley.

Hearing: Applicant Terry Lewis was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, seconded by Maestri.

Motion Passed: 7-0

Z-24-20

January 8, 2025

TO: City of Pueblo, Planning and Zoning Commission
FROM: Mikaylin Hackley, Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
SUBJECT: Rezone from Single-Family Residential (R-2) to Highway and Arterial Business (B-3)
APPLICANT: Terry Lewis
PROPERTY OWNER: T&M Properties LLC
LOCATION: 615 S Pueblo Blvd.
CONCURRENT REQUESTS: None

REQUEST:

The applicant is requesting to rezone 1 acre located at 615 S Pueblo Blvd from Single-Family Residential (R-2) Zone District to Highway and Arterial Business (B-3) Zone District.

BACKGROUND AND ANALYSIS:

The subject property is a one-acre lot with an approx. 800 sq. ft. existing home constructed in 1962. The applicant for this rezoning purchased the property in 2023 and is looking to rezone from a residential to a commercial zone district so that the existing structure can be repurposed into an office space.

The 2022 Regional Comprehensive Plan designates this property as Commercial Mixed-Use. The Commercial Mixed-Use classification calls for primary land uses such as retail, personal services, offices and entertainment and secondary land uses of multi-family residential and supporting services. The current zone district, R-2, Single-Family Residential, limits the subject property to low-density residential use, which does not conform with the current goals of the Comprehensive Plan. The proposed B-3 business zoning, however, furthers the goals of the Comprehensive Plan as it greatly expands the potential uses of the property that abuts the Major Arterial roadway, Pueblo Blvd.

The subject property is unsubdivided, so a subdivision plat would have to be recorded before any future commercial building projects could be completed. However, at this time, the applicant intends to reuse the existing single-family structure on the lot as-is for an office space. The proposed Zoning Map Amendment would facilitate that use as well as make the property more valuable as a commercial lot for any potential future redevelopment opportunities.

LAND USE AND PLANNING COMMENTS

CHARACTER AND COMPATIBILITY

Site Character: The site hosts an approx. 800 sq. ft. home built in 1962 that is currently vacant.

Neighborhood Compatibility: North Sub-Regional Business (B-2) Zone District

East Government Use (S-1) Zone District

South Central Business (B-4) Zone District

West One and Two-Family Residential (R-3) District

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed-Use.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

☐ Comments **This rezoning will further the goals of the 2022 Comprehensive Plan as the Plan calls for Commercial Mixed-Use rather than residential use.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

☐ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

☐ Comments **Not Applicable**

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

☐ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest.

☐ Comments **The application contains the required information**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

☐ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

☐ Comments **The application contains the required information**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

☐ Comments **The application contains the required information**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

☐ Comments **The applicant does not intend to change the existing structure at this time.**

A statement of the proposed time schedule for beginning and completion of development.

☐ Comments **Not applicable**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☐ Comments **Not applicable**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(17) OF THE PMC :

A. Purpose of B-3 Zone District Standards:

The standards of this district are intended to provide areas along highways and arterial streets for location of business and services.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning be **APPROVED**.

REFERRAL AGENCIES AND COMMENTS:

- | | |
|--|---|
| • City Public Works | No comment |
| • City Transportation | No comment |
| • City Law Department | No comment |
| • Pueblo Regional Building Department | Regional Building has no objections to the application. The structure is still considered a residential structure, any change or use of the structure in a commercial type of use requires Routing, Commercial Plan Review, and possibly Permits. |
| • 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 on rezoning case; see attachments for CDOT memo |

ATTACHMENTS:

- A. **Aerial Photo**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Public Notice Photo**
- E. **Rezoning Exhibit**
- F. **CDOT Memo**

A. Aerial Photo



B. Zoning Map



C. Comprehensive Plan Map

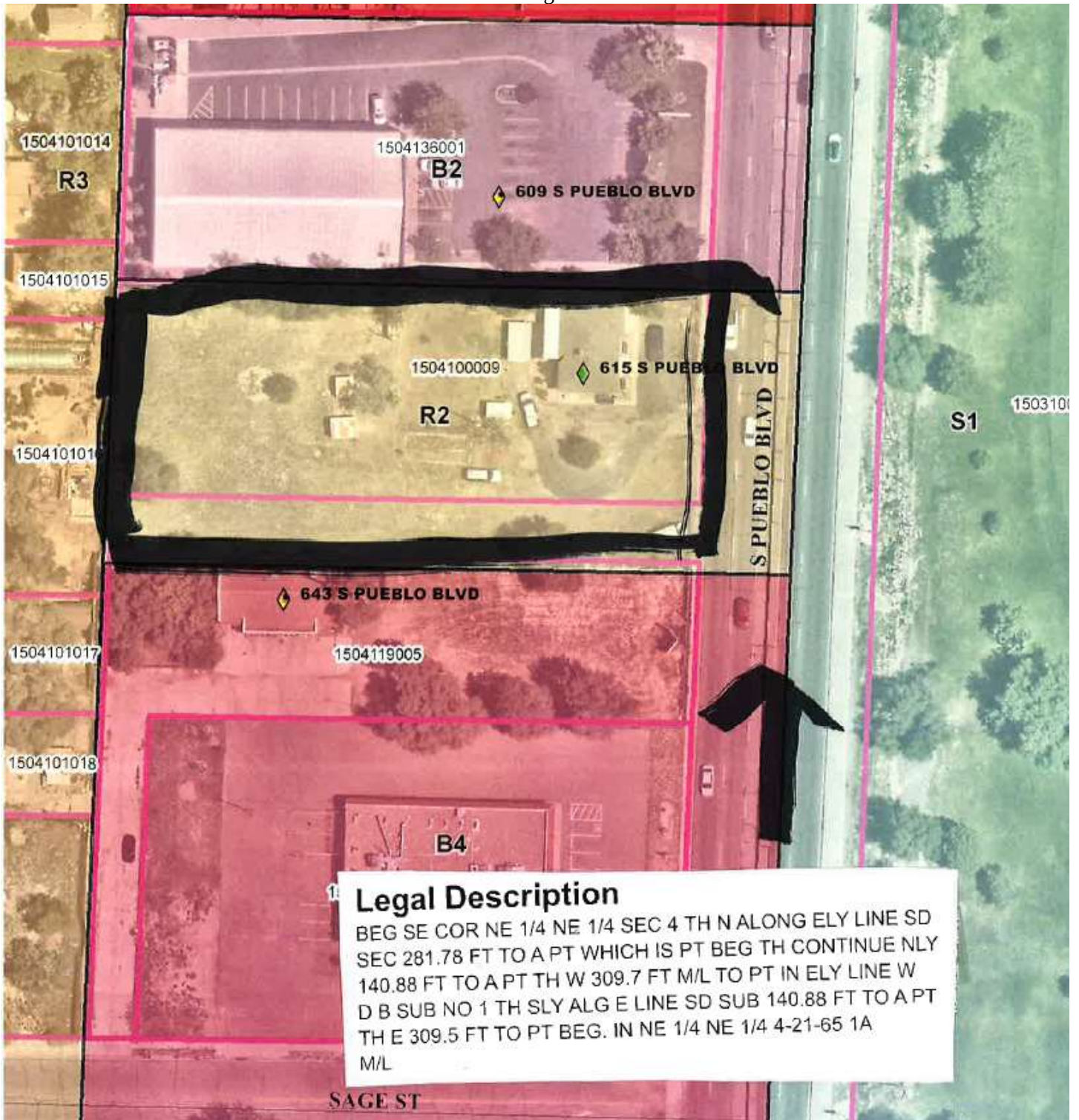


D. Public Notice Photo





E. Rezoning Exhibit





COLORADO

Department of Transportation

Region 2

Traffic & Safety - Access Permits

December 6, 2024

045A

City of Pueblo

Mikaylin Hackley, Planner
City of Pueblo Planning & Community Development
211 E "D" Street
Pueblo, CO 81003
P (719) 553-2261 E mhackley@pueblo.us

RE: Z-24-20 615 S Pueblo Blvd

Dear Mikaylin,

I am in receipt of a referral request for a Rezone located 615 S Pueblo Blvd in the City of Pueblo, Pueblo County, State of Colorado. The site has one single family residence (798 sf) on the one acre lot. No new construction or alterations to the existing parcel are planned at this time. **Existing Access to the parcel is not documented.** The property has the tax schedule No. 1504100009, currently owned by T&M Properties LLC. After review of submittals, we have the following comments:

- CDOT does not anticipate that the rezone would 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 Reports.
- In the future should the use of the property change an access permit will be required.

If you have questions, please contact me at (719) 562-5537 or michelle.regalado@state.co.us.

Sincerely,

Michelle Regalado

Michelle Regalado
CDOT R2 Assistant Access Manager

xc: Lancaster/file



December 20, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from the City of Pueblo for the approval of the following application:

Z-24-20 Rezone: Rezoning of 0.8 acres of land located at 615 S. Pueblo Blvd. from Single-Family Residential (R-2) Zone District to Highway and Arterial Business (B-3) Zone District

The Planning and Zoning Commission meeting will be held on **January 8, 2024, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

December 20, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from the City of Pueblo for the approval of the following application:

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

December 20, 2024

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Z-24-20 Rezone: Rezoning of 0.8 acres of land located at 615 S. Pueblo Blvd. from Single-Family Residential (R-2) Zone District to Highway and Arterial Business (B-3) Zone District

The Planning and Zoning Commission meeting will be held on **January 8, 2024, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

December 20, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from the City of Pueblo for the approval of the following application:

Z-24-20 Rezone: Rezoning of 0.8 acres of land located at 615 S. Pueblo Blvd. from Single-Family Residential (R-2) Zone District to Highway and Arterial Business (B-3) Zone District

The Planning and Zoning Commission meeting will be held on **January 8, 2024, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

CASE NUMBER: Z-24-20

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 615 S. Pueblo Blvd. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

12-19-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: *Karen Elgin* Mailed by Carol Martinez

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 615 S. Pueblo Blvd. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12-19-24 Photo uploaded 12-31-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: *Karen Elgin* Photo take by Planner

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
CZARNECKI CHARLENE KAY	12287 W OHIO DR	LAKEWOOD	CO	80228-3317
SOUTH PUEBLO BLVD INVESTMENT LLC	13701 JEWELL AVE 200-28	LAKEWOOD	CO	80228-6033
DALUTELI HOLDINGS LLC	1753 VIRGINIA RD	LOS ANGELES	CA	90019-5922
READY THOMAS W	233 MELROSE AVE	PUEBLO	CO	81004-1052
T + M PROPERTY LLC	32299 KALORAMA PL	PUEBLO	CO	81006-9410
GALLEGOS INVESTMENT PROPERTIES LLC	448 S MCCULLOCH BLVD S	PUEBLO	WY	81007-2888
FRANCEL RAY JR/LEONARD GRACE ANN	5260 PARK VISTA BLVD	COLORADO	CO	80918-2447
BURK BRANDI M	553 AVOCADO ST	PUEBLO	CO	81005-1514
DEHERRERA JERALDINE	561 AVOCADO ST	PUEBLO	CO	81005-1514
PADILLA EDNA F	562 AVOCADO ST	PUEBLO	CO	81005-1515
ATENCIO OLIVAS BESSIE/SOTO JACOB M	601 AVOCADO ST	PUEBLO	CO	81005-1516
PARKER EDWARD A	604 AVOCADO ST	PUEBLO	CO	81005-1517
VELARDE RODNEY C	607 AVOCADO ST	PUEBLO	CO	81005-1516
HUNDLEY MARCUS	618 AVOCADO ST	PUEBLO	CO	81005-1517
CLINE DOYLE W	624 AVOCADO ST	PUEBLO	CO	81005-1517
ALLEN EUGEN	628 AVOCADO ST	PUEBLO	CO	81005-1517
STECKMAN RODNEY S/STECKMAN OTTO D/S	6330 3R RD	BEULAH	CO	81023-8705
REGALADO JOSEPHINE T/REGALADO MARTI	634 AVOCADO ST	PUEBLO	CO	81005-1517
GIANNETTO PHIL S	68 CORNELL CIR	PUEBLO	CO	81005-1642
RENEWED LLC	9455 W 104TH CT	WESTMINSTER	CO	80021-3886
RENEWED LLC	PO BOX 51470	COLORADO	CO	80949-1470



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 27, 2025

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 .25-ACRES LOCATED AT 2600 EAST 8TH STREET FROM B-2, SUBREGIONAL BUSINESS ZONE DISTRICT TO R-4, MIXED RESIDENTIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone .25-acres located at 2600 East 8th Street from B-2, Sub-Regional Business Zone District to R-4, Mixed Residential Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a corner lot abutting Amarillo Avenue and East 8th Street. There is an existing 2900 square foot building with two entrances, 13 striped parking spaces, and a drive-up window that once serviced the business uses in the building. The structure was originally constructed in 1964, and City directories indicate that the property operated as liquor store from the late 80s through 2014 under two different names, Dogpatch Liquors and One-Stop Liquor Store. The property was officially registered as vacant in 2022. The applicant has provided a letter of intent as well as a preliminary site plan demonstrating their intentions to repurpose the existing structure into a tri-plex, multifamily building. The 2022 Comprehensive Land Use Plan designates this area for Urban Neighborhoods, which are characterized by higher density residential uses from 6 to 16 units per acre, which the proposed multifamily use would meet. Approval of this rezoning would further the goals of the comprehensive plan by introducing a new, high-density housing unit and repurposing an unutilized existing structure.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 8, 2025, 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-24-21 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE .25-ACRES LOCATED AT 2600 EAST 8TH STREET
FROM B-2, SUBREGIONAL BUSINESS ZONE DISTRICT TO R-4,
MIXED RESIDENTIAL ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-2, Sub-Regional Business Zone District to R-4, Mixed Residential Zone District:

S 133 FT OF LOTS 1 TO 3 BLK 14 EASTWOOD RE-SUB

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.

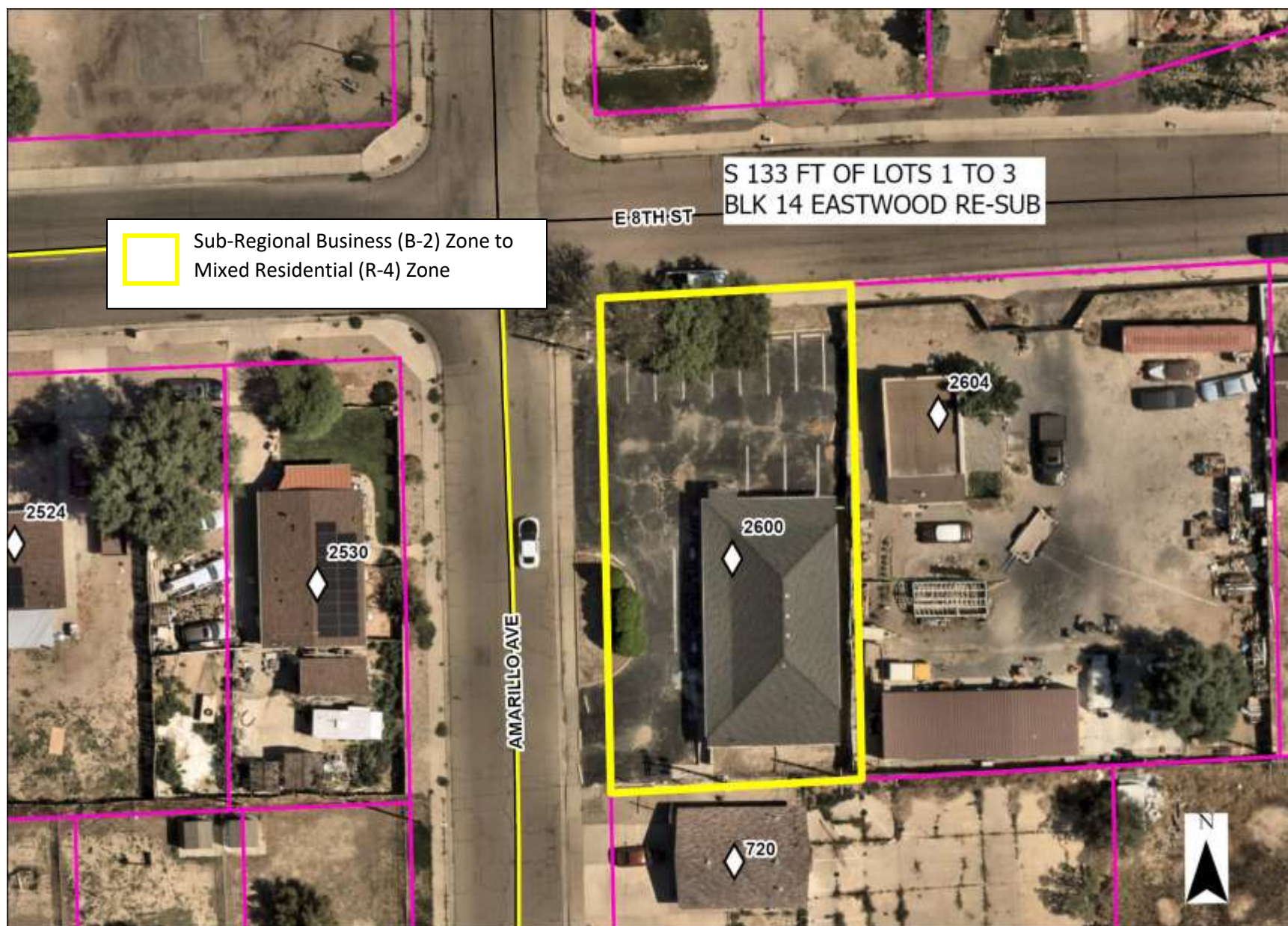
☐ Ordinance re-adopted on a vote of _____, on _____

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

President of City Council

ATTEST

City Clerk



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday January 8th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Regina Maestri, Christopher Pasternak, Alexandra Aznar, Lisa Bailey, and 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; Hannah Prinzi, Planner

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Maestri.

Motion Passed: 7-0

2. Z-24-21 Rezone: Rezoning of 0.25 acres located at 2600 E. 8th St. from Sub-Regional Business (B-2) Zone District to Mixed Residential (R-4) Zone District. Staff Report by Mikaylin Hackley.

Hearing: Applicant Eduardo Esquivel was sworn in and spoke in support of the application. No one spoke in opposition.

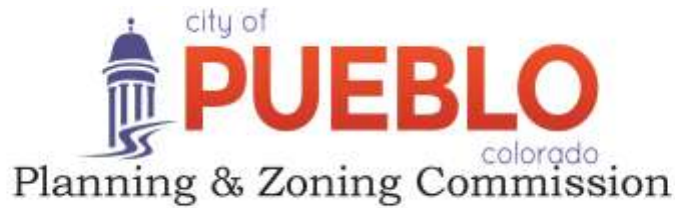
Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, seconded by Pasternak.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-24-21

January 8, 2025

TO: City of Pueblo, Planning and Zoning Commission

FROM: Mikaylin Hackley, Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: Rezone from B-2 Zone District to R-4 Zone District

APPLICANT: Lauro Esquivel

PROPERTY OWNER: L E Roofing LLC

LOCATION: 2600 E 8th St.

CONCURRENT REQUESTS: None

REQUEST: The applicant is requesting to rezone 0.25 acres located at 2600 E 8th St. from Sub-Regional Business (B-2) Zone District to Mixed Residential (R-4) Zone District.

BACKGROUND AND ANALYSIS:

The subject property is a corner lot abutting Amarillo Ave and E 8th St. There is an existing 2900 sq. ft. building with two entrances, 13 striped parking spaces, and a drive-up window that once serviced the business uses in the building. The structure was originally constructed in 1964, and City directories indicate that the property operated as liquor store from the late 80s through 2014 under two different names, Dogpatch Liquors and One-Stop Liquor Store. The property was officially registered as vacant in 2022.

The applicant has provided a letter of intent as well as a preliminary site plan (see attached) demonstrating their intentions to repurpose the existing structure into a tri-plex, multifamily building.

The 2022 Comprehensive Land Use Plan designates this area for Urban Neighborhoods, which are characterized by higher density residential uses from 6 to 16 units per acre, which the proposed multifamily use would meet. Approval of this rezoning would further the goals of the comprehensive plan by introducing a new, high-density housing unit and repurposing an unutilized existing structure.

LAND USE AND PLANNING COMMENTS

CHARACTER AND COMPATIBILITY

Site Character: The site is a corner lot with an existing 2900 sq. ft. building and asphalt.

Neighborhood Compatibility:	North	Government Use (S-1) Zone District, E. 8 th Street Single-Family Residential (R-2) Zone District, single family residence
	East	Single-Family Residential (R-2) Zone District, single family residence
	South	Sub-Regional Business (B-2) Zone District, possible single family residences
	West	Single-Family Residential (R-2) Zone District, single family residences

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Urban Neighborhood.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

☐ Comments **This rezoning will further the goals of the 2022 Comprehensive Plan as it calls for Urban Neighborhoods, so converting the former commercial structure into apartments will better fit the intended Urban Residential designation.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

☐ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

☐ Comments **Not Applicable**

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

☐ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest.

☐ Comments **The application contains the required information**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

☐ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

☐ Comments **The application contains the required information**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

☐ Comments **The application contains the required information**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

☐ Comments **The applicant intends to repurpose the existing structure.**

A statement of the proposed time schedule for beginning and completion of development.

☐ Comments **Not submitted**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☐ Comments **Not submitted**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(7) OF THE PMC :

A. Purpose of R-4 Zone District Standards:

The standards of this district (R-4) are designed to retain and provide areas with commingling or single-family dwelling units and limited multifamily dwelling unit structures.

REFERRAL AGENCIES AND COMMENTS:

- | | |
|--|--|
| • City Public Works | No comment |
| • City Transportation | No comment |
| • City Law Department | No comment |
| • Pueblo Regional Building Department | “Regional Building has no objections to the application. The structure is still considered a liquor store, this project needs to go through Commercial Plan Review for a Change in Occupancy to be considered a residential occupancy and will be required to meet currently adopted codes.” |
| • 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 Photo**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Public Notice Photo**
- E. **Zoning Exhibit**
- F. **Letter of Intent**
- G. **Preliminary Site Plan**

A. Aerial Photo



B. Zoning Map



C. Comprehensive Plan Map

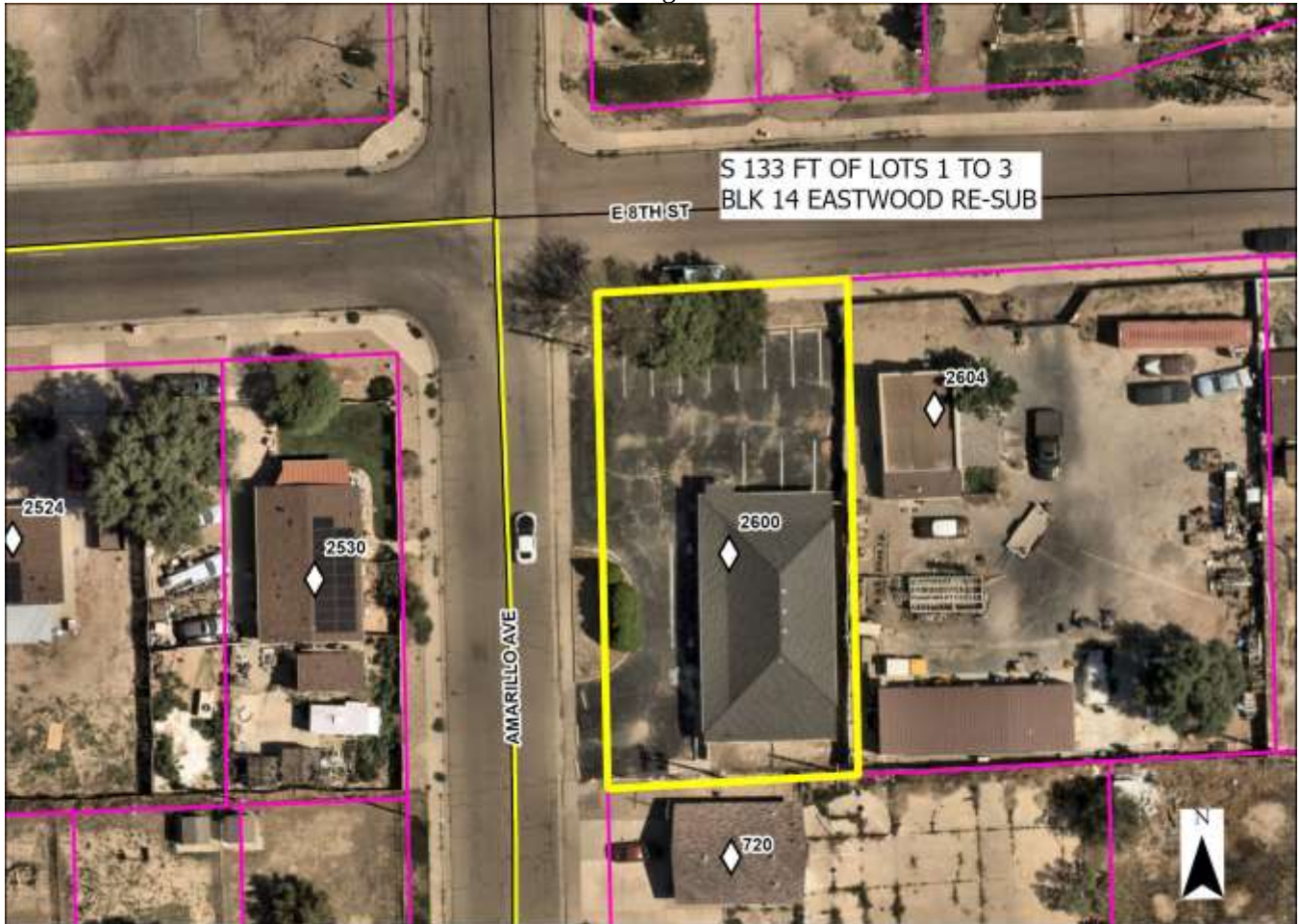


D. Public Notice Photo





E. Rezoning Exhibit





2110 E. 4th Street
PUEBLO, CO 81001

PHONE (719) 406-8623
FAX (719) 225-8309

Lauro Esquivel-Adame

To whomever this may concern

Our intention for the current building located at 2600 E 8th ST Pueblo CO 81001 is to re-zone it as an R-4 Multifamily use. This building will be converted into a Triple-Plex (building with three distinct living units) each plex being approximately 800sq ft each with each plex expected to have 2 rooms each. These plans for this remodel would require a re-zone request as it is not going to be a commercial business. Our intention for this re-model and re-zoning is to create a better housing option for the community within this area and we are also hoping that this empty lot will now be maintained and supervised to improve the safety of the surrounding community.

Thank you,

Sincerely,

A handwritten signature in blue ink, reading 'Lauro Esquivel-Adame', is positioned below the 'Sincerely,' text.

Lauro Esquivel-Adame
Owner

GENERAL NOTES:

- CONTRACTOR FOR THE PROJECT SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.
- ALL WORK SHALL BE PERFORMED IN STRICT CONFORMITY WITH ALL LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS OF GOVERNMENT AUTHORITIES HAVING JURISDICTION.
- BEFORE COMMENCEMENT OF THE WORK AND PRIOR TO ORDERING ANY MATERIALS, THE CONTRACTOR AND HIS SUBCONTRACTORS SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS SHOWN IN THE CONTRACT.
- THESE DRAWINGS REQUIRE COMPLETE OPERATIONAL BUILDING SYSTEMS/COMPONENTS. ANY MISCELLANEOUS ITEMS OR MATERIALS NOT SPECIFICALLY NOTED, BUT REQUIRED FOR THE PROPER EXECUTION OF THE WORK, ARE TO BE INCLUDED.
- IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE DIMENSIONS HEREON, FOR BOTH QUANTITY TAKE OFFS AND CONSTRUCTION. SHOULD A DISCREPANCY OCCUR BETWEEN THE CONTRACT DOCUMENTS AND THE EXISTING CONDITIONS, IMMEDIATELY CONTACT THE PROCURED OF THESES DRAWINGS AND DOCUMENTS.
- DO NOT SCALE DRAWINGS, DIMENSIONS GOVERN ALL. LARGER SCALE DETAILS GOVERN OVER SMALLER SCALE.
- THE CONTRACTOR SHALL SUBMIT ALL PROPOSED SUBSTITUTIONS TO THE DESIGNER IN WRITING WITH SUFFICIENT INFORMATION, SAMPLES, AND DIFFERENCE IN COST FOR AND "INFORMED EVALUATION". SUBSTITUTIONS MUST BE APPROVED IN WRITING BEFORE THEY MAY BE USED.
- THE CONTRACTOR SHALL IMMEDIATELY, WHEN NOTIFIED OF A PROPOSED CHANGE, DEVELOP COST AND SCHEDULE RAMIFICATIONS FOR OWNER APPROVAL/ACCEPTANCE.
- THE CONTRACTOR SHALL PERFORM HIGH QUALITY PROFESSIONAL WORK, USING ONLY WORKMEN WHO ARE SKILLED AND EXPERIENCED IN THE SPECIFIC TASKS REQUIRED. JOIN MATERIALS TO UNIFORM AND ACCURATE FITS SO THEY MEET WITH NEAT STRAIGHT LINES. INSTALL EXPOSED MATERIALS WITH APPROPRIATELY LEVEL, PLUMB AND ACCURATE RIGHT ANGLES, OR FLUSH WITH ADJOINING MATERIALS.
- THE CONTRACTOR SHALL ARRANGE TO ACCOMMODATE * NON IN CONTRACT* WORK.
- WHEN INFORMATION INADEQUATE, IT IS THE CONTRACTORS RESPONSIBILITY TO REQUEST FURTHER INSTRUCTION BEFORE PROCEEDING.

FRAMING NOTES:

- FRAMING LUMBER - (AS PER PLAN) 2"x4" STUDS MINIMUM.
 - 2"x4" SILL PLATES: HEM FIR, STANDARD AND BETTER FB = 475/550 PSI, E = 1,200,000PSI
 - 2"x4" (MIN) UP TO 8'-0": HEM FIR STUD GRADE, FB = 650/725 PSI, E = 1,200,000 PSI
 - 2"x4" OVER 8'-0": HEM FIR STANDARD AND BETTER FB = 475/550 PSI, E = 1,200,000 PSI
 - 2"x6" AND LARGER: HEM FIR STANDARD AND BETTER FB = 1,000/1,150 PSI, E = 1,400,00 PSI
- PROVIDE MINIMUM 2"x10" HEADERS OVER ALL DOORS AND WINDOW OPENINGS, UNLESS OTHERWISE NOTED.
- PROVIDE MINIMUM 1-2x POST UNDER EACH END OF ALL BEAMS AND HEADERS, UNLESS OTHERWISE NOTED.
- MICROLAM BEAMS BY TRUSS JOIST CORP. SHALL BE PROVIDED WITH THE FOLLOWING MINIMUM DESIGN UNIT STRESSES:
 - FLEXURAL STRESS 2800 PSI
 - HORIZONTAL SHEER PERPENDICULAR TO GLUE LINE 285 PSI
 - COMPRESSIVE STRENGTH PERPENDICULAR TO GRAIN, PARALLEL WITH GLUE LINE 500 PSI
 - MODULUS OF ELASTICITY 1,800,000 PSI
- PRE-ENGINEERED TRUSSES SHALL BE DESIGNED AND FABRICATED UNDER THE SUPERVISION OF A COLORADO LICENSED PROFESSIONAL ENGINEER FOR THE LOADS AND CONDITIONS SPECIFIED IN THE DRAWINGS.
- PLYWOOD SHALL CONFORM TO THE AMERICAN PLYWOOD ASSOCIATION CURRENT PRODUCT STANDARD SPECIFICATION AND SHALL BE PERFORMANCE RATED BY THE AMERICAN PLYWOOD ASSOCIATION TO THE GRADES SPECIFIED:
 - ROOF SHEATHING SHALL BE 1/2" APA 32/16 EXPOSURE I RATED PLYWOOD. NAIL WITH 8d NAILS AT 4" O.C. AT PANEL PERIMETER AND AT 6" O.C. AT INTERMEDIATE.
 - FLOOR SHEATHING SHALL BE 3/4" APA 48/24 EXPOSURE I RATED, TONGUE AND GROOVE PLYWOOD. GLUE AND NAIL WITH 8d NAILS AT 6" O.C. AT PANEL PERIMETER AND AT 10" O.C. AT INTERMEDIATE FRAMING.
- SHEATH ALL EXTERIOR WALLS WITH STRUCTURAL RED GRADE THERMO-PLY SHEATHING AS MANUFACTURED BY SIMPLEX PRODUCTS DIVISION. FASTEN PER MANUFACTURERS SPECIFICATIONS.
- PROVIDE RAM JOIST OR SOLID BLOCKING UNDER ALL BEARING POINTS, BLOCKING UNDER POSTS LARGER THAN 2-2"x4" MUST BE FULL AREA OF POST.
- ALL TRUSSES AND ROOF RAFTERS TO BE TIED TO BEARING WITH ONE (1) SIMPSON H2.5 HURRICANE CLIP OF EQUAL.
- ALL EXTERIOR WALLS AND INTERIOR BEARING WALLS TO BE FRAMED AT 16" O.C. WITH DOUBLE TOP AND SINGLE BOTTOM PLATES.
- PROVIDE 1/2" DIAMETER x 10" LONG A307 ANCHOR BOLTS AT MAX. 4'-0" O.C. EMBEDDED 7". MINIMUM OF 2 BOLTS PER PIECE. LOCATE 1 BOLT WITHIN 12" OF EACH END OF EACH BOTTOM PLATE.
- ROOF OVER FRAMING TO BE MINIMUM 2"x6" RAFTERS AT 24" O.C. BEAR DIRECTLY ON TRUSSES/RAFTERS BELOW OR SOLID BLOCKING BETWEEN MEMBERS.
- EXTERIOR STUDS:
 - STUD HEIGHTS TO 8'-1 1/2" TO BE 2"x4" AT 16" O.C.
 - STUD HEIGHTS ABOVE 8'-1 1/2" TO 9'-1 1/2" TO BE 2"x4" AT 16" O.C.
 - STUD HEIGHTS ABOVE 9'-1 1/2" SEE PLAN.
- INTERIOR STUDS:
 - INTERIOR BEARING AND NON BEARING PARTITIONS TO BE 2"x4" AT 16" O.C.

STRUCTURAL STEEL:

- ALL STRUCTURAL STEEL DESIGN, MATERIALS, FABRICATION, AND ERECTIONS SHALL CONFORM TO THE AISC SPECIFICATIONS 8TH EDITION AND THE PROJECT SPECIFICATIONS.
- ALL STRUCTURAL AND MISCELLANEOUS STEEL SHALL CONFORM TO ASTM A36 UNLESS OTHERWISE NOTED. TUBE STEEL COLUMNS SHALL CONFORM TO ASTM A500, GRADE B.
- SHOP CONNECTIONS SHALL BE WELDED WITH E70XX ELECTRODES AND GROUND SMOOTH WHERE EXPOSED. FIELD CONNECTIONS SHALL BE MADE WITH BOLTS CONFORMING TO ASTM A307 UNLESS OTHERWISE NOTED. FIELD WELDS SHALL BE MADE WITH E70XX ELECTRODES AND ONLY BY CERTIFIED WELDERS.
- COLUMN BASE PLATES SHALL BE SET USING 1" NON-SHRINK GROUT WITH A MINIMUM OF TWO (2) 3/4" DIAMETER x 1'-0" + 4" ANCHOR BOLTS, UNLESS OTHERWISE NOTED.
- ALL STRUCTURAL STEEL SHALL BE PAINTED WITH ONE SHOP COAT OF RED OXIDE PRIMER.

GENERAL FOUNDATION NOTES:

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST LOCAL IBC (INTERNATIONAL BUILDING CODE) REQUIREMENTS OR THE LATEST IRC (INTERNATIONAL RESIDENTIAL CODE) REQUIREMENTS, AND WITH ALL APPLICABLE CODE REFERENCES THEREIN, AND OF ALL OTHER APPLICABLE RELATED REGULATORY AGENCIES.
- DESIGN CRITERIA USED FOR PUEBLO COUNTY ARE:
 - GROUND SNOW LOAD (20 PSF)
 - WIND SPEED (115 MPH GUST)
 - WIND LOAD (115 MPH)
 - WIND (EXPOSURE B)
 - SEISMIC DESIGN CATEGORY (B)
 - WEATHERING (SEVERE)
 - FROST LINE DEPTH (26")
 - TERMITES (SLIGHT)
 - WINTER DESIGN TEMPERATURE (0°F)
 - ICE BARRIER UNDERLAYMENT REQUIREMENT (NO)
 - FLOOD HAZARDS (1987)
 - AIR FREEZING INDEX (500)
 - MEAN ANNUAL TEMPERATURE (53°)
 - SEISMIC ZONE (NO. 1)
 - DEAD LOAD ROOF (15 PSF)
 - LIVE LOAD FLOOR (40 PSF)
- THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, CODE REQUIREMENTS AND SITE CONDITIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DIMENSIONS IN THE FIELD. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER/ARCHITECT/SUPPLIER AND RESOLVED PRIOR TO COMMENCING CONSTRUCTION. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
- SOILS IN OUR AREA ARE OFTEN EXPANSIVE OR HYDRO-COMPACTABLE AND WILL SWELL OR SHRINK WHEN EXPOSED TO MOISTURE. AS A RESULT SLABS-ON-GRADE WILL MOVE AND CRACK. CONTROL JOINTS ARE PROVIDED TO CONTROL THE CRACKS SO THAT ARE NOT UNSIGHTLY. SLIP JOINTS ARE ALSO PROVIDED TO ALLOW THE SLAB TO MOVE WITH RESPECT TO THE STRUCTURAL MEMBERS. NON-BEARING PARTITIONS RESTING ON SLABS-ON-GRADE SHALL BE CONSTRUCTED WITH A MINIMUM 2" VOID SPACE, PREFERABLY AT THE BOTTOM, TO ALLOW FOR FREEDOM OF MOVEMENT WITHOUT ADVERSELY AFFECTING THE ROOF OR FLOOR ABOVE. THE PROVISION OF VOIDS UNDER THE SLAB IS AN ALTERNATE SOLUTION, DISCUSS WITH THE STRUCTURAL ENGINEER. IF FLOOR SLAB CRACKING AND HEAVING CANNOT BE TOLERATED THEN A STRUCTURAL FLOOR JOIST SYSTEM SHOULD BE UTILIZED.
- ALL BEARING PARTITIONS SHALL BEAR ON THEIR OWN FOUNDATIONS AND BE ANCHORED AS INDICATED ON THE SECTIONS.
- PROVIDE A MINIMUM HORIZONTAL DISTANCE OF 3'-0" BETWEEN BEAM POCKET OR SUPPORT AND ANY OPENINGS IN FOUNDATION UNLESS NOTED OR APPROVED BY THE STRUCTURAL ENGINEER.
- ALL VOID FORMS SHALL BE DENIFORM "K" VOID BEAM, OR EQUIVALENT WITH CLOSED ENDS UNLESS OTHERWISE NOTED BY THE STRUCTURAL ENGINEER (IF REQUIRED ON THIS PROJECT, SEE FOUNDATION PLAN)
- REFER TO ARCHITECTURAL DRAWINGS FOR ALL BLOCKOUTS, FOUNDATION STEPS, AND WINDOW PLACEMENT. PROVIDE OPENINGS IN FOUNDATIONS ACCORDINGLY IN COORDINATION WITH OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATIONS OF ALL UTILITIES AS MA BE NECESSARY TO MAINTAIN SERVICE AND AVOID DAMAGE THERETO. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE SURROUNDING EXISTING STRUCTURES FROM DAMAGE.

CODE ANALYSIS

CODE:	2023 IBC
	2023 INTERNATIONAL BUILDING CODE, 2023 INTERNATIONAL EXISTING BUILDING CODE, 2023 INTERNATIONAL FIRE CODE ICC A117.1-2017, 2023 NEC, 2023 ENERGY CONSERVATION CODE.

NEW WORK MUST CONFORM TO 2023 IBC

<u>OCCUPANCY</u>	R-2 RESIDENTIAL
<u>SEPARATION BETWEEN OCCUPANCIES:</u>	1-HR. (508.4)
<u>ALLOWABLE AREA (506.2)</u>	PROPOSED BUILDING GROUND FLOOR AREA 32000± S.F.
ALLOWABLE # OF STORIES (504.4):	1 AT R-2 OCCUPANCY (ABOVE GRADE)
PROPOSED # OF STORIES:	1
ALLOWABLE BUILDING HEIGHT (504.3):	UL
PROPOSED BUILDING HEIGHT:	12'-0"

<u>CONSTRUCTION TYPE (601):</u>	TYPE V-B, NON SPRINKLED
CONSTRUCTION COMPONENTS (601):	
STRUCTURAL MEMBERS:	0 HR
EXTERIOR BEARING WALLS:	1 HR
INTERIOR BEARING WALLS:	0 HR
INTERIOR NON-BEARING WALLS:	0 HR
FLOOR CONSTRUCTION:	0 HR
ROOF CONSTRUCTION:	1 HR
FIRE WALLS:	0 HR
STAIR ENCLOSURES:	0 HR
CORRIDORS:	0 HR

GLAZING IN FIRE DOORS (716.5.3.2): IN A 20-MINUTE FIRE DOOR ASSEMBLY, THE GLAZING MATERIAL IN THE DOOR SHALL HAVE A MIN. FIRE RATING OF 20 MINUTES BUT SHALL BE EXEMPT FROM THE HOSE STREAM TEST

GLAZING IN SIDELIGHTS (716.5.6): DOOR FRAMES WITH TRANSOMS, SIDELIGHTS, OR BOTH SHALL BE PERMITTED (IN A 20-MINUTE ASSEMBLY) AS LONG AS INSTALLED WITH FIRE RESISTANT RATED GLAZING TESTED AS AN ASSEMBLY IN ACCORDANCE WITH ASTM EL 19 OR UL 263.

EXIT WIDTH

CORRIDORS:	44" MIN. 1020.2, EXCEPT 36" IF OC LOAD SERVED <50
STAIRWAYS:	44" MIN. 1011.2, EXCEPT 36" IF OC LOAD SERVED <50 100"
MAX DISTANCE TO EXIT:	
NUMBER OF EXITS REQUIRED:	2 WHERE OCCUPANT LOAD EXCEEDS 50, 3 WHERE OCCUPANT LOAD EXCEEDS 500 (1006.2.1) 20' MAX.

MINIMUM CEILING HEIGHTS: 505.2

2/3 MAX HEIGHT =17'4"
7'-6" CLEAR, EXCEPT TOILET ROOMS, KITCHENS, STORAGE AND LAUNDRY ROOMS WHICH ARE 7'-0" MIN. HT. 1'-0" MINIMUM VERTICAL CLEARANCE = 80", 6'-8"

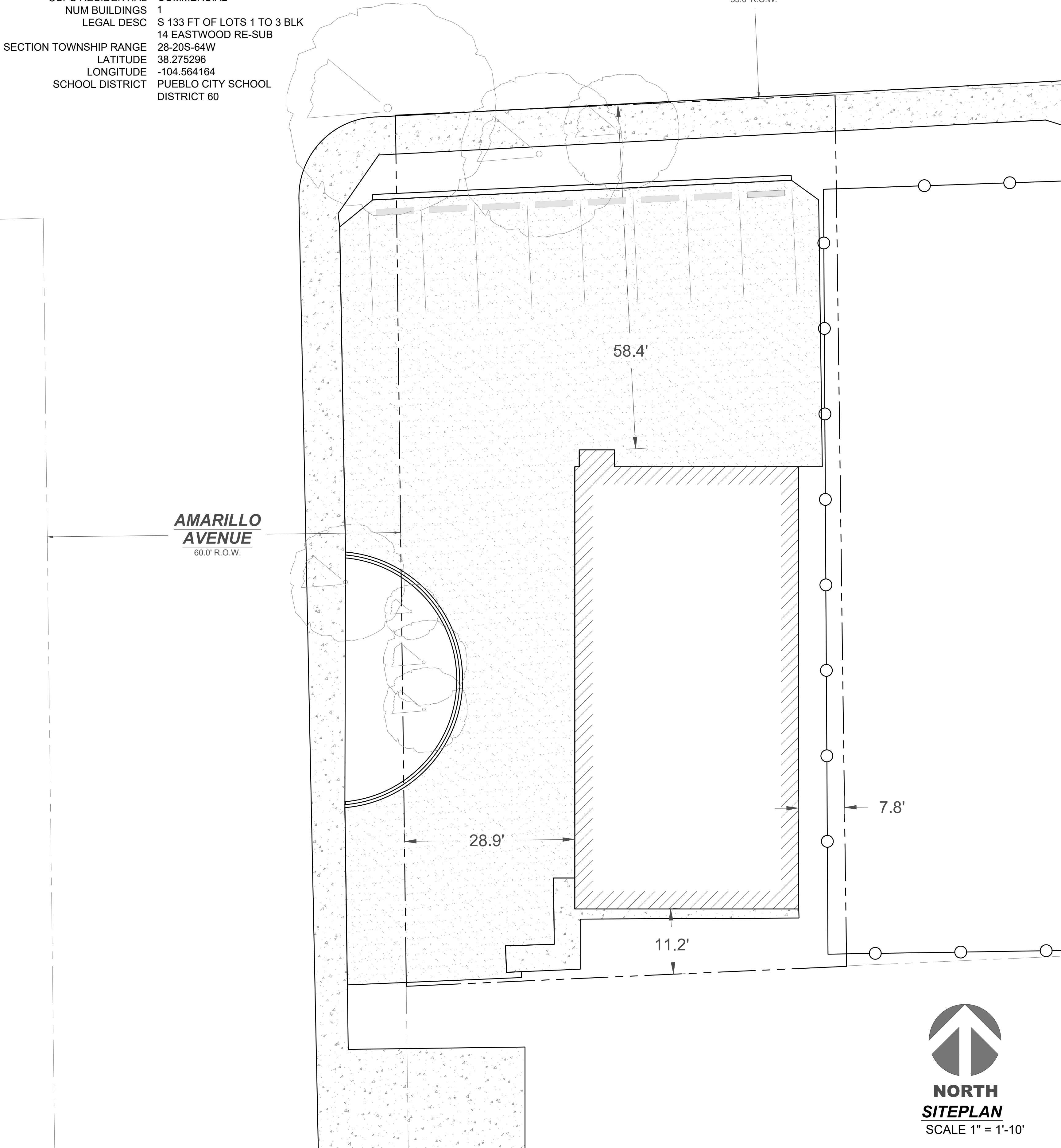
PLUMBING FIXTURE REQS.:

OCCUPANCY/USE	WATER CLOSETS	LAVATORIES	DRINKING FOUNTAINS	JANITOR SINKS/SERVICES
R-1	1/100 (M)	1/100 (F)	1/100(M) 1/100 (F)	0 0

2600 EAST 8TH STREET

COUNTY PUEBLO, CO
CENSUS PLACE PUEBLO CITY
PARCEL ID 0428320001
ZIP CODE 81001
OWNER BANKS RICHARD D
ACREAGE ACREAGE 0.25 (CALCULATED)
LAND COVER DEVELOPED HIGH INTENSITY
ELEVATION FT 4675
OWNER OCCUPIED NO
USPS RESIDENTIAL COMMERCIAL
NUM BUILDINGS 1
LEGAL DESC S 133 FT OF LOTS 1 TO 3 BLK 14 EASTWOOD RE-SUB 28-20S-64W
LATITUDE 38.275296
LONGITUDE -104.564164
SCHOOL DISTRICT PUEBLO CITY SCHOOL DISTRICT 60

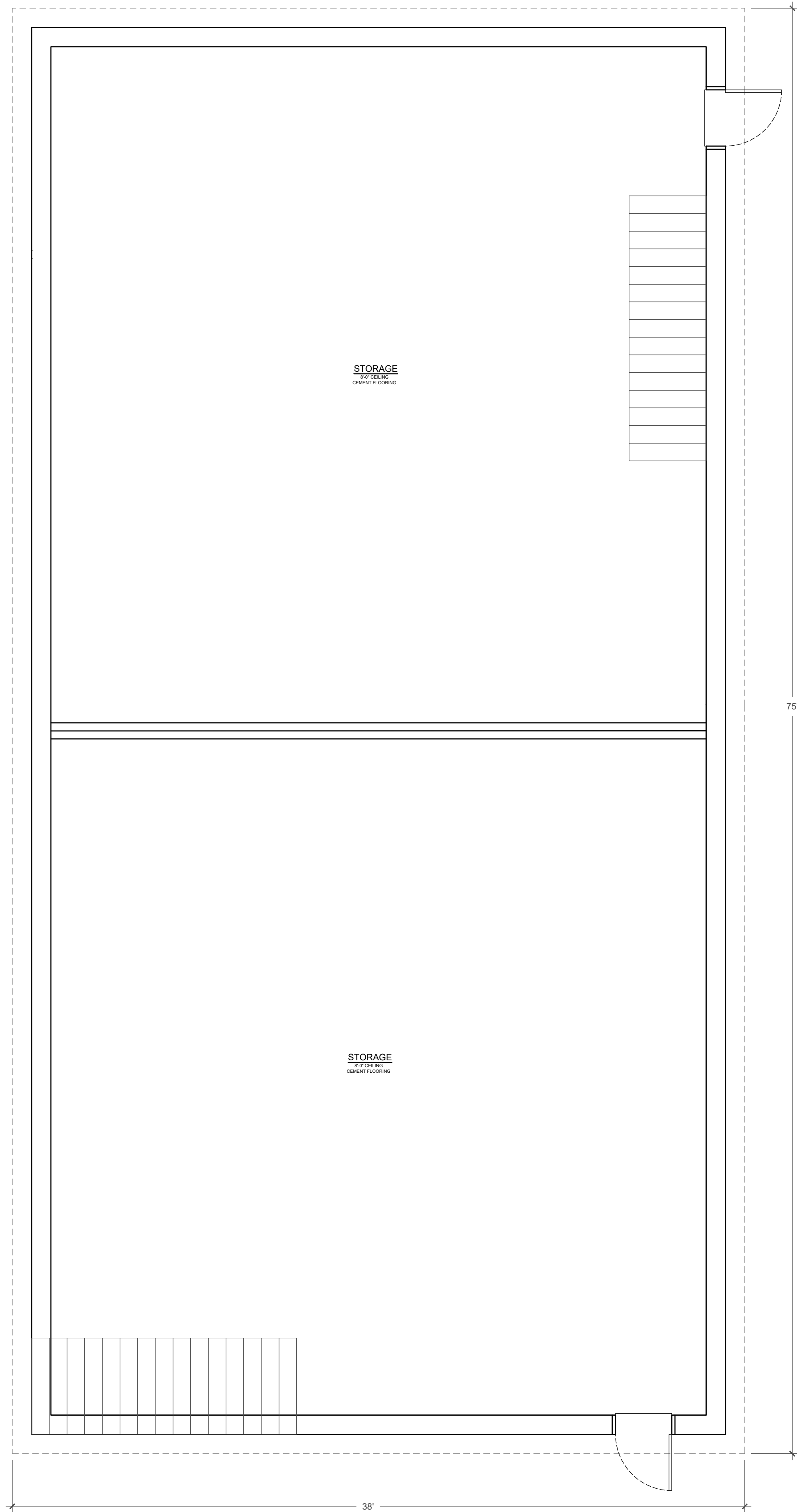
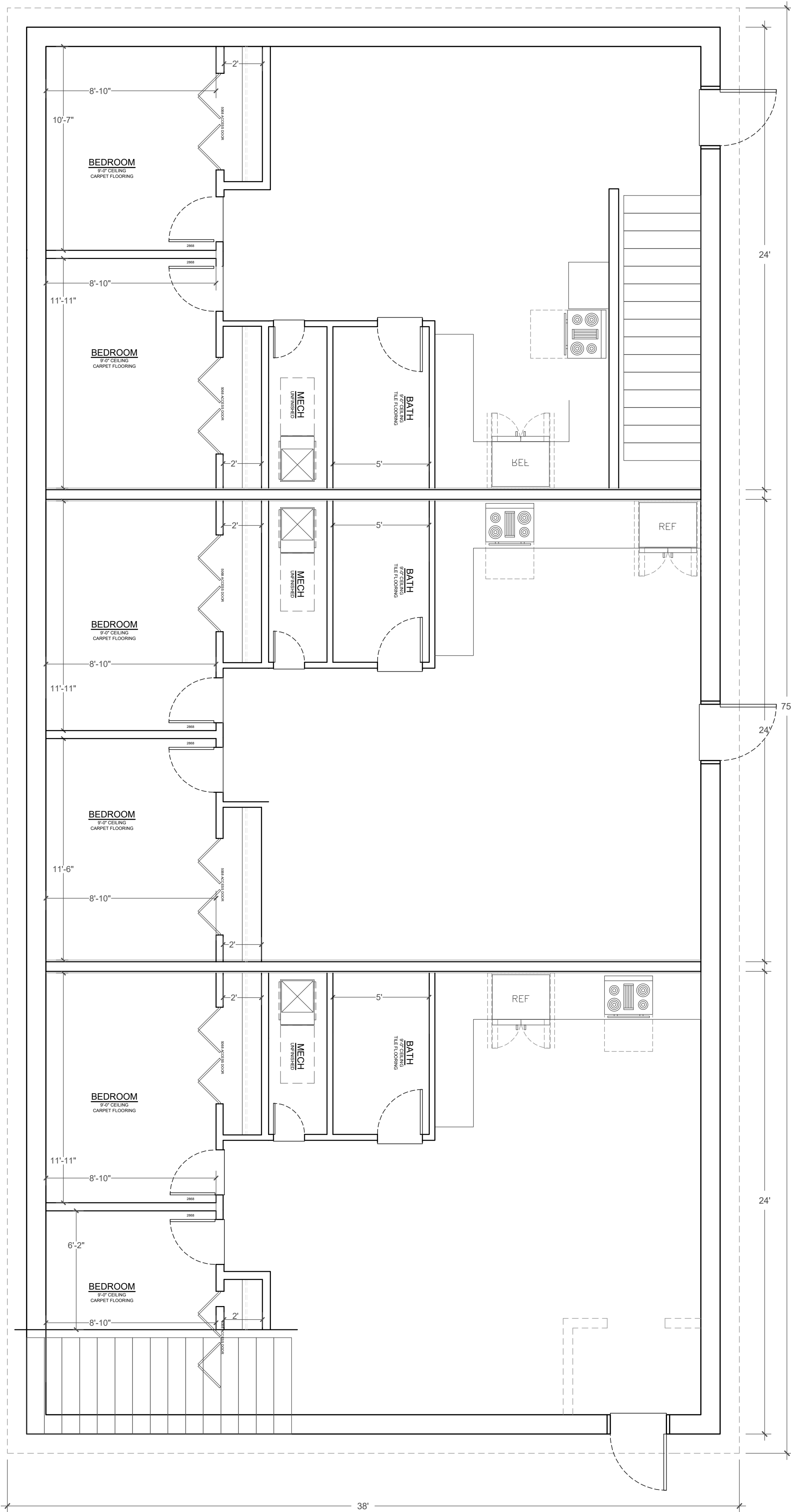
SECTION TOWNSHIP RANGE
LATITUDE
LONGITUDE
SCHOOL DISTRICT



NOTE: THE LIMITS OF LIABILITY EXTEND TO THE FEE FOR THE PROFESSIONAL SERVICE PROVIDED, ERRORS, OMISSIONS, AND/OR SITE CONDITIONS DIFFERING FROM THE DESIGN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY FOR RESOLUTION

THESE DRAWINGS HAVE BEEN DESIGNED TO MEET PROFESSIONAL STANDARDS AND PRACTICES, HOWEVER BECAUSE OF A WIDE VARIATION BETWEEN LOCAL BUILDING CODE REQUIREMENTS AND THE NON-PROVISION OF ON-SITE CONSULTATION, SUPERVISION OR CONTROL OVER ACTUAL CONSTRUCTION THE ENGINEER ASSUMES NO RESPONSIBILITY FOR DAMAGE OR STRUCTURAL FAILURE WHICH MAY RESULT FROM NATURE OF CONSTRUCTION PRACTICES OR A CHANGE TO DESIGN NOT APPROVED BY SAID PROFESSIONAL

MARK DATE		REVISION		BY	APVD
PREPARED FOR: SUPER J CONSTRUCTION					
RESIDENTIAL REMODEL AT: 2600 EAST 8TH STREET PUEBLO CO 81004					
SCALE: N.T.S.	CHKD/APPVD:	DATE:	DWN BY:	APPROVED:	OF
COVER SHEET					
SHEET 1 OF 2					

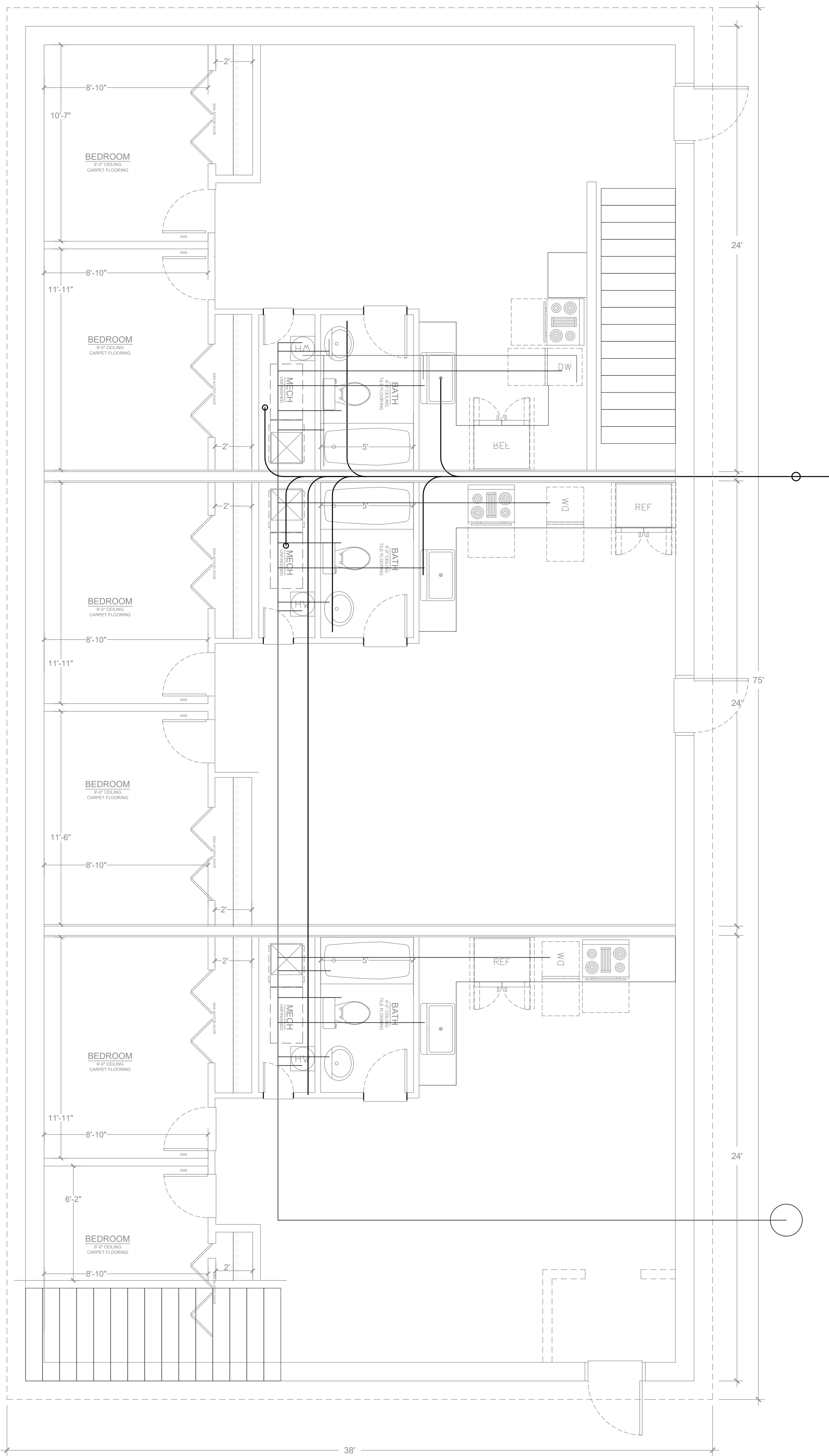


RESIDENTIAL REMODEL AT: 2600 EAST 8TH STREET PUEBLO CO 81004		PREPARED FOR: SUPER J CONSTRUCTION	
SCALE: N.T.S.	CHKD./APVD:	MARK DATE	REVISION
DATE:	APPROVED:	BY	APVD
DWN. BY:	SUBSET:		
CHKD. BY:	SHEET	OF	

FLOOR PLANS

COLORADO LICENSED
PAUL L. ZERTICH
50013
PROFESSIONAL ENGINEER

SHEET
2 OF **2**



PLUMBING FIXTURE UNIT ANALYSIS:

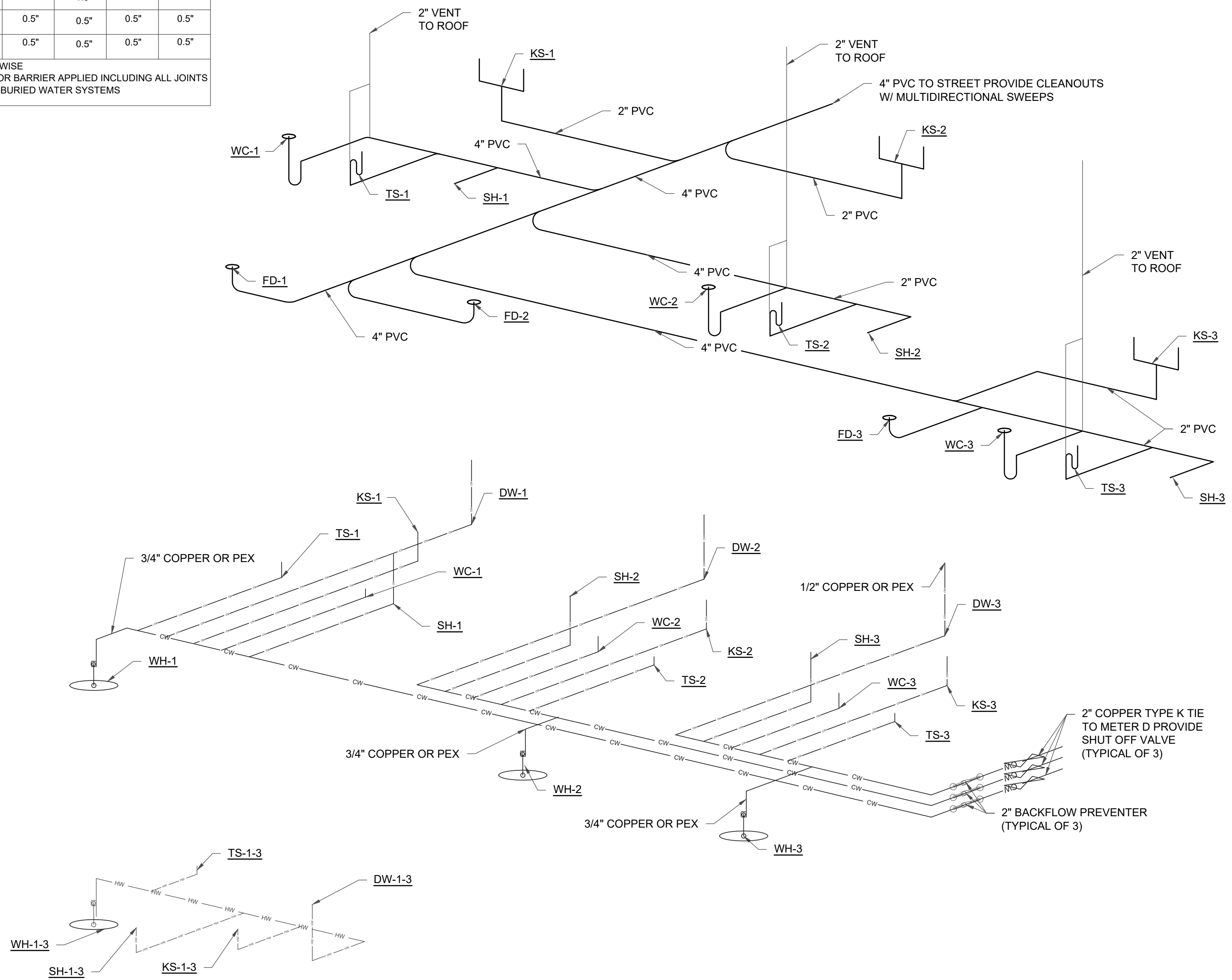
	DESCRIPTION	DRAINAGE			DOMESTIC WATER PER IPC §103.3(2)					
		QTY.	DFU.	TOTAL DFU.	C.W.	TOTAL C.W.	H.W.	TOTAL H.W.	TOTAL WSFU	GRAND TOTAL
	WATERCLOSET TANK PUBLIC	8	5	40	5	10	0.00	0.00	8	12
	SERVICE SINK/ MOP SINK	10	5	50	2.25	2.25	2.25	2.25	3	3
	KITCHEN SINK	7	2	14	2.25	4.5	2.25	4.5	4	4
	SHOWER	4	5	20	15	15	15	15	2	2
TOTAL:				18		31.75		21.75		21

PLUMBING EQUIPMENT SCHEDULE		AMMT.	COLD SUPPLY	HOT SUPPLY	WASTE	VENT
NEW EQUIPMENT						
SH - 0	ADA ROLL-IN SHOWER	4	1/2"	1/2"	3"	1-1/2"
WC - 0	KOHLER HIGHLINE (K-4304) TOILET BOWL	8	1/2"	1/2"	4"	2"
BS - 0	AMERICAN STANDARD PORTSMOUTH 18x18 STAINLESS STEEL SINGLE BOWL KITCHEN SINK	5		1/2"	2"	1-1/2"
WF - 0	WATERLOO DECK MOUNT HANDS FREE SENSOR FAUCET W/7-5/8" GOOSNECK	5	1/2"	1/2"		
DF - 0	DELTA SINGLE HANDLE PULL DOWN FAUCET (4390654)	2	1/2"	1/2"		
BF - 0	WATERLOO DECK MOUNTED HANDS FREE SENSOR FAUCET WITH 6-3/8" CAST SPOUT	8	1/2"	1/2"		
KS - 0	KOHLER VERSE™33" DOUBLE BASIN DROP IN KITCHEN SINK WITH SINGLE FAUCET HOLE	2	1/2"	1/2"	2"	1-1/2"
TS - 0	SUPREME 22-7/8" WALL MOUNTED BATHROOM SINK SINGLE FAUCET (CERAMIC GLAZED)	8	1/2"	1/2"	2"	1-1/2"
MS - 0	MOP SINK	2	1/2"	1/2"	3"	1-1/2"
DW - 0	DISHWASHER	2	1/2"	1/2"	2"	
WM - 0	WASHING MACHINE	2	1/2"	1/2"	2"	1-1/2"
BFP - 0	BACK FLOW PREVENTER	1	2"	1/2"	4"	

PIPING INSULATION SCHEDULE:

FLUID TYPE	NOMINAL PIPE DIAMETER			
	INSULATION THICKNESS			
	<1"	1-1/8"	1-1/2" - 4"	>4"
HOT WATER: (140° MAX.)	1"	1"	1.5"	1.5"
STEAM (k=0.29 MIN)	3"	4"	4.5"	4.5"
CHILLED WATER	1"	1"	1"	1"
REFRIGERANT HOT GAS/ LIQUID	1.5"	1.5"	2"	2"
CONDENSATE DISPOSAL	0.5"	0.5"	0.5"	0.5"
GROD DRAINS (UNHEATED AREAS)	0.5"	0.5"	0.5"	0.5"

* CONDUCTIVITY (k) = 0.25 UNLESS NOTED OTHERWISE
 *INSULATION ON COLD PIPING SHALL HAVE A VAPOR BARRIER APPLIED INCLUDING ALL JOINTS
 *INSULATION VAULTS DO NOT APPLY TO DIRECT-BURIED WATER SYSTEMS



PLUMBING NOTES:

3. THE FOLLOWING NOTES APPLY TO THE CONTRACTOR. PROVIDE ALL LABOR AND MATERIAL FOR PLUMBING ROUGH-INS.
2. ALL PLUMBING WORK SHALL CONFORM TO ALL STATE AND LOCAL CODES. (2018 INTERNATIONAL PLUMBING CODE)
3. PROVIDE ALL NECESSARY SHUT OFFS, VALVES, TRAPS, BACKFLOW PREVENTORS, FITTINGS, VACUUM BREAKERS, GAS VALVES, SOLENOIDS, ETC. IN ACCORDANCE WITH ALL LOCAL AND REGIONAL CODE.
4. MAKE ALL PLUMBING CONNECTIONS TO FOOD SERVICE EQUIPMENT AND INTERCONNECT ALL COMPONENTS AS PER MANUFACTURERS SPECIFICATIONS.
5. REFER TO PLUMBING DRAWINGS FOR GENERAL USE AREA FLOOR DRAINS NOT SHOWN.
6. SECURE (INSTALL) FAUCETS TO SINKS AND SECURE SINKS TO WALLS AND/OR FLOORS.
7. PROVIDE GREASE TRAP AS PER CODE LOCATION AND SIZE DETERMINED BY OTHERS.
8. VERIFY THROUGH MANUFACTURER'S SPECIFICATION SHEETS, THOSE ITEMS THAT REQUIRE "INLINE" WATER FILTERS, I.E. ICE MAKERS, STEAMERS, COMBI-OVENS, COFFEE AND ICED TEA BREWERS, AND SIMILAR ITEMS. PROVIDE THE REQUIRED FILTER.
9. DO NOT USE PVC SUPPLY OR DRAINAGE PIPING FOR ITEMS SUCH AS STEAMERS, KETTLES, AND DISHWASHERS. DO NOT LOCATE FLOOR DRAINS DIRECTLY BELOW THIS EQUIPMENT.
10. PUNCH OPENINGS IN S/S COUNTERS TO MAKE UTILITY CONNECTIONS.
11. DETERMINE THE PLUMBING REQUIREMENTS FOR EQUIPMENT MARKED "EXISTING", " BY OWNER" & "BY OTHERS" IN THE EQUIPMENT LIST.
12. REFER TO ARCHITECTURAL DRAWINGS PRIOR TO ROUGHING-IN PLUMBING FIXTURES.
13. COORDINATE LOCATION OF ALL EQUIPMENT, FIXTURES AND PIPING WITH STRUCTURAL AND OTHER TRADES.
14. ESTABLISH AND VERIFY INVERT ELEVATIONS PRIOR TO THE INSTALLATION OF WASTE PIPING IN ORDER TO MAINTAIN PROPER SLOPES.
15. INSTALL ALL HOT AND COLD WATER PIPING INDICATED TO BE RUN ABOVE FINISHED CEILINGS OR IN EXTERIOR WALLS ON THE CONDITIONED SPACE SIDE OF THE BUILDING INSULATION.
16. DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE NOT INTENDED TO SHOW EVERY EL, TEE FITTING, ETC. MAKE PROPER CONNECTIONS AT ALL FIXTURES AND EQUIPMENT.
17. REFER TO SITE PLAN FOR THE EXTENT OF PIPING BEYOND THAT INDICATED ON THE PLUMBING DRAWINGS.
18. MOUNT WALL HYDRANTS 24" ABOVE FINISHED GRADE UNLESS OTHERWISE NOTED.
19. PLUMBING MATERIALS AND INSTALLATION SHALL MEET THE REQUIREMENTS OF APPLICABLE STATE AND LOCAL CODES.
20. TRENCHING AND BACKFILL FOR PIPING SHALL BE THE RESPONSIBILITY OF THIS CONTRACTOR AND SHALL BE PERFORMED PER PLUMBING CODE.
21. ALL DRAINS WITH P-TRAP AND INSTALL IN ACCORDANCE WITH ALL LOCAL CODES.
22. CONCEAL ALL PIPING IN WALLS OR ABOVE CEILING UNLESS OTHERWISE NOTED.
23. COORDINATE ALL PIPING BELOW SLAB WITH FOUNDATION CONSTRUCTION.
24. PROVIDE ACCESS PANELS AT ALL PLUMBING VALVE AND WATER HAMMER ARRESTOR LOCATIONS. PROVIDE WATER HAMMER ARRESTORS AT ALL DISHWASHER, AND ICE MAKER BOX LOCATIONS.
25. PROVIDE A SCHEDULE AND/OR LEGEND SHOWING THE LOCATION, SIZES AND AREA OF SERVICE FOR EACH SHUT-OFF VALVE IN THE PLUMBING SYSTEM. THIS SCHEDULE/LEGEND SHALL BE FRAMED WITH A GLASS FACE AND POSTED IN THE BOILER ROOM.
26. CUTTING AND PATCHING OF EXISTING WALLS, FLOORS, CEILINGS, ETC. FOR DEMOLITION WORK AND NEW WORK SHALL BE PERFORMED BY THE GENERAL CONTRACTOR. PLUMBING CONTRACTOR SHALL COORDINATE AND ADVISE GENERAL CONTRACTOR AS REQUIRED.

BY	REVISION	DATE
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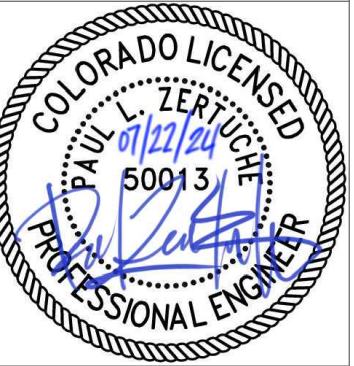
PREPARED FOR:

SUPER J CONSTRUCTION

RESIDENTIAL REMODEL
AT:
2600 EAST 8TH STREET
PUEBLO CO 81004

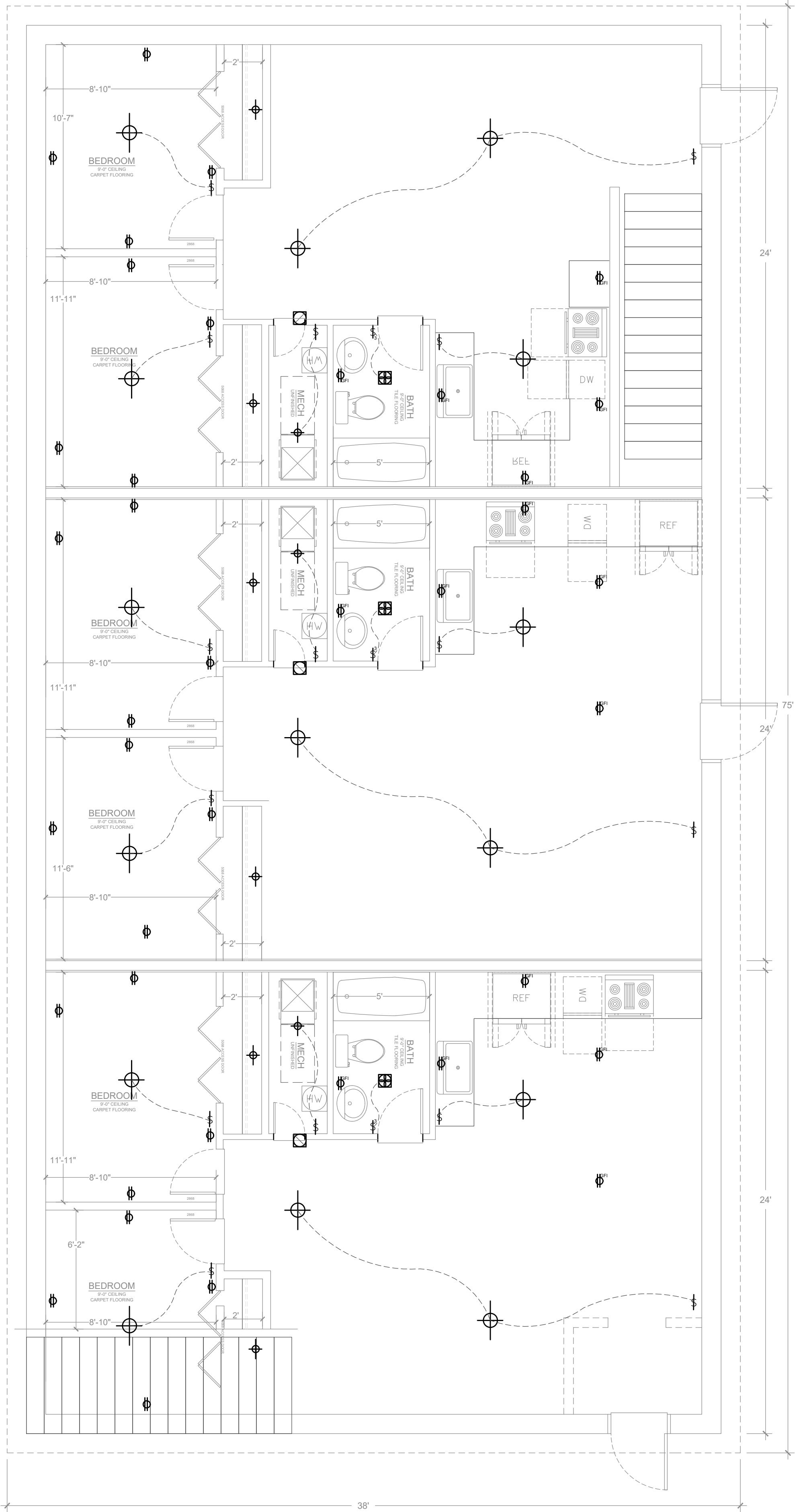
SCALE: N.T.S.	CHKD./APVD:
DATE:	APPROVED:
DWN. BY:	SUBSET:
CHKD.BY:	SHEET OF

PLUMBING PLANS



SHEET

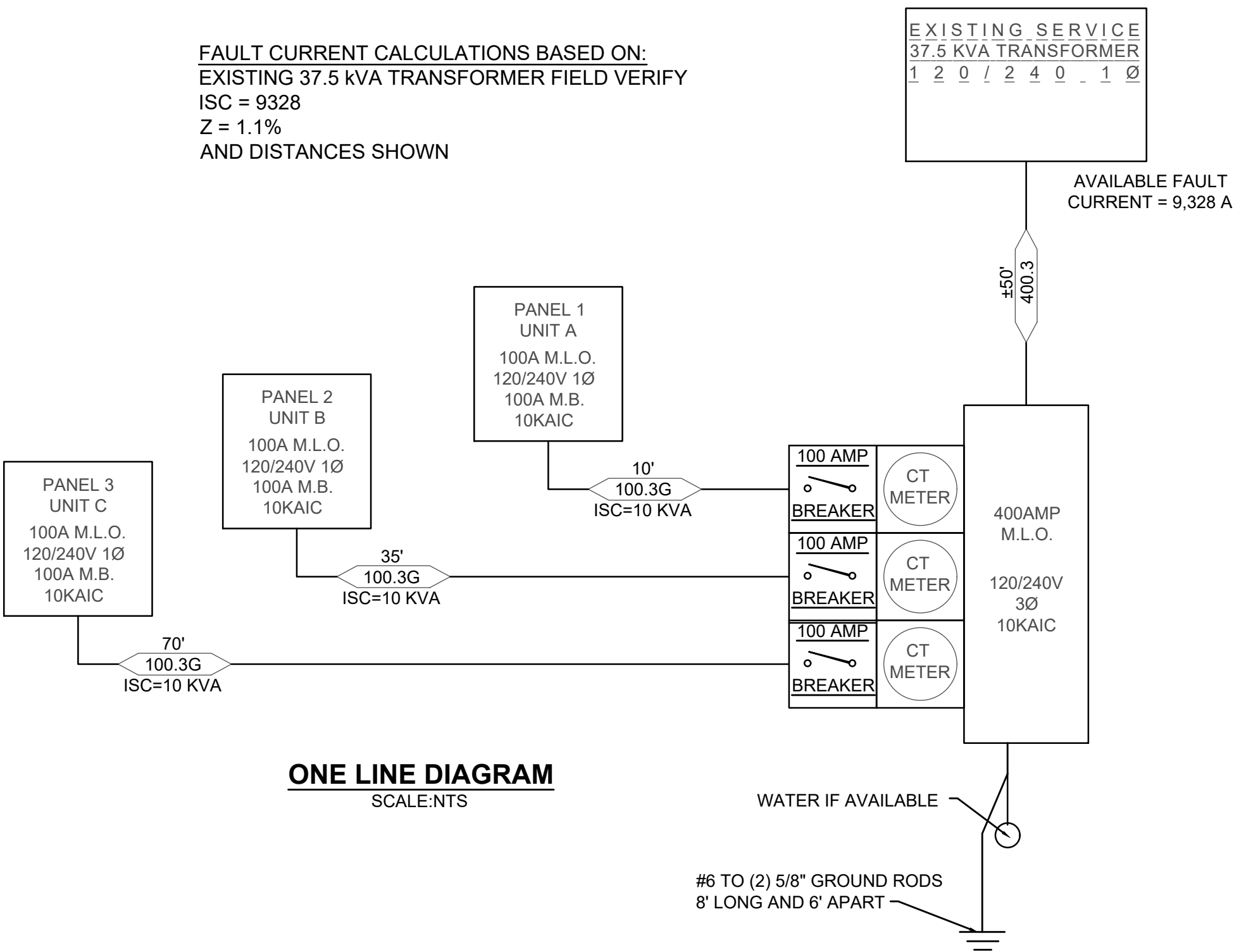
4 OF 7



FEEDER SCHEDULE						
SIZE	ALUMINIUM					
	WIRE SIZE IN AL. XHHW	75C AMPERAGE RATING OF WIRE	EQUIP. GROUND (Cu)	SCHEDULE #80 PVC	EMT CONDUIT	NUMBER OF SETS
100.3G	#1	100	#6	1-1/2"	1-1/4"	1
400.3G	350	500	#2	3"	2-1/2"	2
"G" INDICATES EQUIPMENT GROUND						
"L" INDICATES LONG RUN WIRE SIZE INCREASE DUE TO VOLTAGE DROP						

CIRCUIT SIZE SCHEDULE NOTES:

- UNLESS OTHERWISE INDICATED, FEEDER SIZING SHALL MATCH THE SIZE INDICATED ABOVE FOR THE APPLICABLE OVERCURRENT DEVICE. PROVIDE LARGER FEEDER WHERE INDICATED.
- SCHEDULE IS BASED ON TYPE THHN/THWN FOR CONDUCTOR SIZES SMALLER THAN #3 AWG AND TYPE XHHW FOR CONDUCTOR SIZES #3 AWG AND LARGER.
- PROVIDE 4 WIRE CIRCUIT UNLESS DEVICE SERVED DOES NOT HAVE PROVISIONS FOR A NEUTRAL CONNECTION.
- MINIMUM SIZE CONDUIT UNDERGROUND IS 4 INCH EXCEPT 1 INCH FOR SITE BRANCH CIRCUITS FOR LIGHTING AND MISCELLANEOUS POWER AND SYSTEMS, UNLESS SPECIFICALLY INDICATED OTHERWISE.
- REFER TO TRANSFORMER SCHEDULE FOR CONDUCTOR AND CONDUIT SIZE REQUIREMENTS FOR PRIMARY AND SECONDARY FEEDERS.
- REFER TO MOTOR CIRCUIT SCHEDULE FOR CONDUCTOR AND CONDUIT SIZE REQUIREMENTS FOR MOTOR LOADS.
- CONDUIT SIZES ARE BASED ON MOST RESTRICTIVE RACEWAY TYPE AND ON NORMAL PRACTICES FOR ANTICIPATED METHODS OF INSTALLATION.
- CONDUCTOR SIZES ARE BASED ON 60 C TEMPERATURE RATING FOR BREAKER SIZES 100A AND SMALLER AND BASED ON 75 TEMPERATURE RATING FOR BREAKER SIZES LARGER THAN 100A. NOT MORE THAN THREE CURRENT CARRYING CONDUCTORS SHALL BE PROMDE IN RACEWAY. CABLE OR EARTH (DIRECT BURY). BASED ON AMBIENT TEMPERATURE OF 30 C. UNLESS OTHERWISE NOTED.
- CONDUIT SIZES ARE MORE RESTRICTIVE THAN ALLOWED BY CODE. RACEWAY DIAMETER MAY BE DECREASED BY ONE SIZE AND MEET THE FILL LIMITATIONS OF THE MOST RESTRICTIVE RACEWAY MATERIAL



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CHKD BY:

1 2 0 / 2 4 0 - 1 Ø

AVAILABLE FAULT CURRENT = 9,328 A

PANEL 3
UNIT C
100A M.L.O.
120/240V 1Ø
100A M.B.
10KAIC

PANEL 2
UNIT B
100A M.L.O.
120/240V 1Ø
100A M.B.
10KAIC

PANEL 1
UNIT A
100A M.L.O.
120/240V 1Ø
100A M.B.
10KAIC

400AMP M.L.O.
120/240V 3Ø
10KAIC

ONE LINE DIAGRAM
SCALE: N.T.S.

WATER IF AVAILABLE

#6 TO (2) 5/8" GROUND RODS
8' LONG AND 6' APART

REVISION

BY

APVD

PREPARED FOR:
SUPER J CONSTRUCTION

MARK

DATE

REVISION

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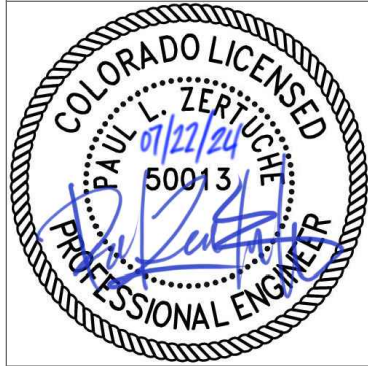
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December 20, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from the City of Pueblo for the approval of the following application:

Z-24-21 Rezone: Rezoning of 0.25 acres of land located at 2600 E. 8th St. from Sub-Regional Business (B-2) Zone District to Mixed Residential (R-4) Zone District

The Planning and Zoning Commission meeting will be held on **January 8, 2024, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: Z-24-21

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 2600 E 8th. 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.

12-19-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: *Karen Elgin* Mailed by Carol Martinez

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 2600 E 8th. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12-19-24 Photo uploaded 1-2-25

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: *Karen Elgin* Photo taken by Planner

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
GONZALEZ JARACUARO GLAFIRA	PO BOX 356	AVONDALE	CO	81022-0301
SALAZAR STEVE	PO BOX 11684	PUEBLO	CO	81001-0684
ALVARADO RICHARD	PO BOX 11024	PUEBLO	CO	81001-0024
HERNANDEZ ANDREW / CHEN YING	701 BEAUMONT AVE	PUEBLO	CO	81001-2332
PERLMAN EVAN / COLLINS HEATHER	611 AMARILLO AVE	PUEBLO	CO	81001-2382
THE FLIP BROS LLC	6075 LITTLE JOHNNY DR	COLORADO	CO	80918-1511
VIVA LA VIDA LLC	4407 TURNBERRY CRESCE	PUEBLO	CO	81001-1162
ESTRADA NANEZ JESUS	429 S NEILSON AVE	PUEBLO	CO	81001-4238
MONTOYA FRED	2626 E 7TH ST	PUEBLO	CO	81001-2309
CROWE AUSTIN/LEWIS HILARY	2620 E 9TH ST	PUEBLO	CO	81001-2318
RODRIGUEZ ALMA L	2620 E 8TH ST	PUEBLO	CO	81001-2313
EF4R LLC	262 STEPPING STONE XIN	WIMBERLE	TX	78676-5930
DELGADO MANUEL P	2618 E 9TH ST	PUEBLO	CO	81001-2318
GUTIERREZ MARLENE	2612 E 8TH ST	PUEBLO	CO	81001-2313
ORTIZ ANNAITA/ORTIZ SANDRA R/ACUNA	2612 E 7TH ST	PUEBLO	CO	81001-2309
VIGIL VALENTINA	2609 E 8TH ST	PUEBLO	CO	81001-2361
SALINAS JOSEPH/COMSTOCK SHIRLEY A	2606 E 7TH ST	PUEBLO	CO	81001-2309
MADRID RUDY/MADRID MARGARET	2605 E 8TH ST	PUEBLO	CO	81001-2361
RIVAS MACEDONIO	2530 E 8TH ST	PUEBLO	CO	81001-2378
MEDINA PEDRO/ MEDINA AGUILERA AIDE	2524 E 8TH ST	PUEBLO	CO	81001-2378
LOCKETT CAROME	2518 E 8TH ST	PUEBLO	CO	81001-2378
HOLGUIN ERNESTO/HOLGUIN ANGELICA E	2512 E 8TH ST	PUEBLO	CO	81001-2378
SOLANO LUPE M	2420 N ELIZABETH ST	PUEBLO	CO	81003-3638
L E ROOFING LLC	2110 E 4TH ST	PUEBLO	CO	81001-4205
AYAD BOULOS LIVING TRUST	1571 ARAPAHOE DR	FLORISSAN	CO	80816-8619
BACA PAUL CLIFFORD	1517 E 6TH ST	PUEBLO	CO	81001-3231
GONZALES ESQUIVEL JUAN ANTONIO	1205 DEANE LN	PUEBLO	CO	81001-4732
HOME EQUITY OPTIONS LLC	10401 VENICE BLVD STE 2	LOS ANGEL	CA	90034-6491
SILVA GLORYA	103 PARK DR	PUEBLO	CO	81005-1131



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 27, 2025

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 .15-ACRES LOCATED AT 915 NEVADA AVENUE FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone .15-acres located at 915 Nevada Avenue, generally east of Lake Minnequa, from R-2, Single-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a 0.15-acre parcel, generally located east of Lake Minnequa and north of St. John Neumann Catholic School. The property has been developed with a 575 square foot house, built in 1947, and a 240-square foot garage. Both structures sit on the east side of the subject property. The west side is vacant, which is where the applicant intends to develop a second principal structure. The subject property is currently zoned R-2, which sets a minimum 5,000 square foot lot size. The subject property meets these requirements as it has an area of 6,534 square feet; however, the lot size would need to be at least 10,000 square feet to develop a second principal structure since two principal structures are only permitted if both meet the lot size requirements as if they were each on individual lots. Therefore, the applicant would be unable to develop a second principal structure on the lot under the R-2 minimum lot requirement. Should the subject property be rezoned to RCN, the applicant could develop a second principal structure because the RCN Zone District reduces the minimum lot size for single-family detached residences to 2,500 square feet. The RCN Zone District also provides more flexibility regarding setbacks. In R-2, the front setback is 25', side is 5', and rear is 15'. In RCN, setbacks are not determined by a fixed

distance but instead by the average setbacks of existing structures on adjacent lots. The RCN Zone District is intended to maintain the character of the City's original neighborhoods while meeting modern needs and standards. The subject property is located within the established Bessemer neighborhood, matching the intent of the RCN Zone District to allow redevelopment in the City's original neighborhoods. The subject property is also designated as Urban Neighborhood by the 2022 Comp Plan, which supports higher density and housing choice. The proposed rezoning to facilitate infill residential development meets the intent of the Comprehensive Plan by providing a mix of housing types within central portions of the City.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 8, 2025, 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-24-22 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE .15-ACRES LOCATED AT 915 NEVADA AVENUE
FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO
RCN, RESIDENTIAL CHARTER NEIGHBORHOOD 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 to RCN, Residential Charter Neighborhood Zone District:

LOTS 15 + 16 BLK 15 EAST LAKE

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

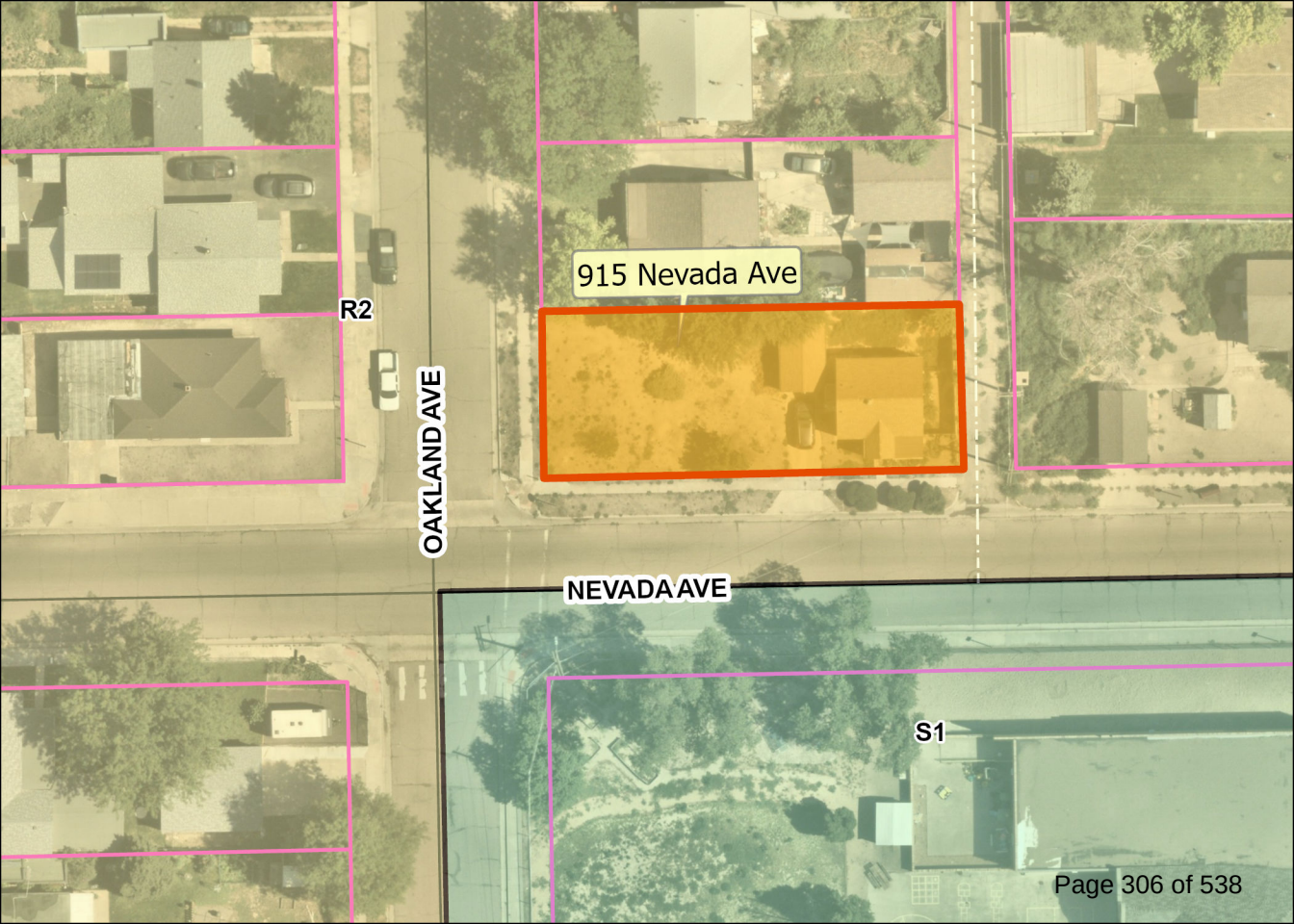
Action by City Council After Disapproval by the Mayor:

- ☐ 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



915 Nevada Ave

R2

OAKLAND AVE

NEVADA AVE

S1

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday January 8th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Regina Maestri, Christopher Pasternak, Alexandra Aznar, Lisa Bailey, and 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; Hannah Prinzi, Planner

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Maestri.

Motion Passed: 7-0

2. **Z-24-22** **Rezone:** Rezoning of .15 acres located at 915 Nevada Ave, generally east of Lake Minnequa, from Single-Family Residential (R-2) to Resident Charter Neighborhood (RCN) Zone District. Staff report by Hannah Prinzi.

Hearing: Applicant Eduardo Esquivel was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, seconded by Spinuzzi.

Motion Passed: 7-0

Z-24-22

TO: City of Pueblo, Planning and Zoning Commission

FROM: Hannah Prinzi, Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: January 8th, 2025

SUBJECT: Rezone from Single-Family Residential (R-2) to Residential Charter Neighborhood (RCN) Zone District.

APPLICANT: Nick Gradisar

PROPERTY OWNER: Nick Gradisar

LOCATION: 915 Nevada Ave, generally east of Lake Minnequa

CONCURRENT REQUESTS: N/A

REQUEST:

Rezone 0.15 acres located at 915 Nevada Ave, generally east of Lake Minnequa, from Single-Family Residential (R-2) to Resident Charter Neighborhood (RCN) Zone District to facilitate infill residential development of a second principal structure at the subject property.

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone their property at 915 Nevada Ave from Single-Family Residential (R-2) to Residential Charter Neighborhood (RCN) Zone District to facilitate infill residential development of a second principal structure. The subject property is a 0.15-acre parcel, generally located east of Lake Minnequa and north of St. John Neumann Catholic School. The property has been developed with a 575 sq. ft. house, built in 1947, and a 240 sq. ft. garage. Both structures sit on the east side of the subject property. The west side is vacant, which is where the applicant intends to develop a second principal structure (See Exhibit F. Site Plan).

The subject property is currently zoned R-2, which sets a minimum 5,000 sq. ft. lot size. The subject property meets these requirements as it has an area of 6,534 sq. ft.; however, the lot size would need to be at least 10,000 sq. ft. to develop a second principal structure since two principal structures are only permitted if both meet the lot size requirements as if they were each on individual lots (Per Sec. 17-4-24 of the Pueblo Municipal Code). Therefore, the applicant would be unable to develop a second principal structure on the lot under the R-2 minimum lot requirement.

Should the subject property be rezoned to RCN, the applicant could develop a second principal structure because the RCN Zone District reduces the minimum lot size for single-family detached residences to 2,500 sq.

ft. The RCN Zone District also provides more flexibility regarding setbacks. In R-2, the front setback is 25', side is 5', and rear is 15'. In RCN, setbacks are not determined by a fixed distance but instead by the average setbacks of existing structures on adjacent lots (Sec 17-4-4 (f) (3)). The Residential Charter Neighborhood Zone District is intended to maintain the character of the City's original neighborhoods while meeting modern needs and standards. The subject property is located within the established Bessemer neighborhood, matching the intent of the RCN Zone District to allow redevelopment in the City's original neighborhoods. The subject property is also designated as Urban Neighborhood by the 2022 Comp Plan, which supports higher density and housing choice. The proposed rezoning to facilitate infill residential development meets the intent of the Comprehensive Plan by providing a mix of housing types within central portions of the city.

The draft Site Plan (Exhibit F) details a 768 sq. ft. manufactured home placed 10' west of existing garage. The proposed home sits 22' from Nevada Ave, which is less intrusive than the established home on the site as it sits approximately 4' from Nevada Ave. If the property is developed as proposed, the lot coverage would increase from 12.5% to 24%, significantly less than the maximum 50% lot coverage set by the RCN Zone District. Should the rezone request be approved, the applicant would need to acquire all applicable permits before development can occur on site. Staff will be working with the applicant to ensure the final, approved plan meets all relevant criteria set forth in the Pueblo Municipal Code.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character:	The site currently has a 575 sq. ft. house and 240 sq. ft. detached garage. The property west of the garage is vacant and undeveloped.		
Neighborhood Compatibility:	North	R-2 Single-Family Residential, single-family homes	
	East	R-2 Single-Family Residential, single-family homes	
	South	S-1 Government Use District, St. John Neumann Catholic School	
	West	R-2 Single-Family Residential, single-family homes	
Comprehensive Plan Compliance:	The subject site is designated as Urban Neighborhood by the Pueblo Regional Comprehensive Plan, 2022. Urban Neighborhoods are generally located in the central portion of the city and were developed prior to 1950. Such neighborhoods are characterized by uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units. The proposed rezoning to facilitate infill residential development meets the intent of the Comprehensive Plan by providing a mix of housing types within central portions of the city.		

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

- ☐ Comments **The Comprehensive Plan 2022 designates the subject property as an Urban Neighborhood, which supports a higher residential density. Increasing the density of the subject property supports the goals of the Comprehensive Plan to allow a higher density in the neighborhood.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

- ☐ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

- ☐ Comments **Not Applicable**

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

- ☐ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

- ☐ Comments **The application contains the required information.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- ☐ Comments **The application contains the required information.**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

- ☐ Comments **The application contains the required information.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

- ☐ Comments **The application contains the required information.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

- ☐ Comments **The application contains the required information.**

A statement of the proposed time schedule for beginning and completion of development.

- ☐ Comments **Not submitted**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- ☐ Comments **Not submitted**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC:**A. Purpose of RCN Zone District Standards:**

The standards of this district (RCN) are designed to maintain the character of the City's original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating. There are tree-lined streets with sidewalks, alleys, neighborhood parks, and a mixture of uses within the residential fabric. The neighborhoods historically functioned at a pedestrian scale, with most residences, public amenities, and neighborhood goods and services accessible with little dependence on an automobile. There are some nonresidential uses that present actual or potential computability problems. The standards of this district are intended to maintain and enhance these and other such desirable neighborhood characteristics and resolve questions of the computability of adjacent uses.

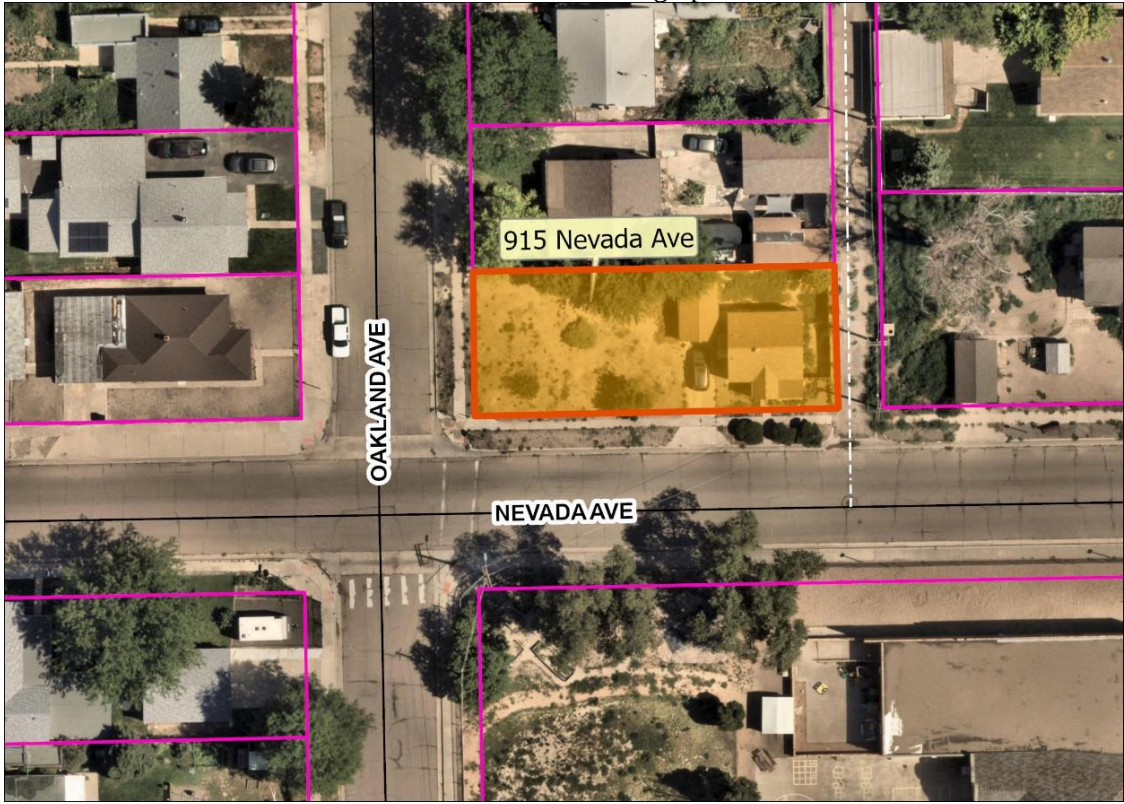
REFERRAL AGENCIES AND COMMENTS:

- 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. At the time of pulling a new building permit for the secondary structure, a separate address will be created. There will be access from Oakland Ave for the second residence.
- 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

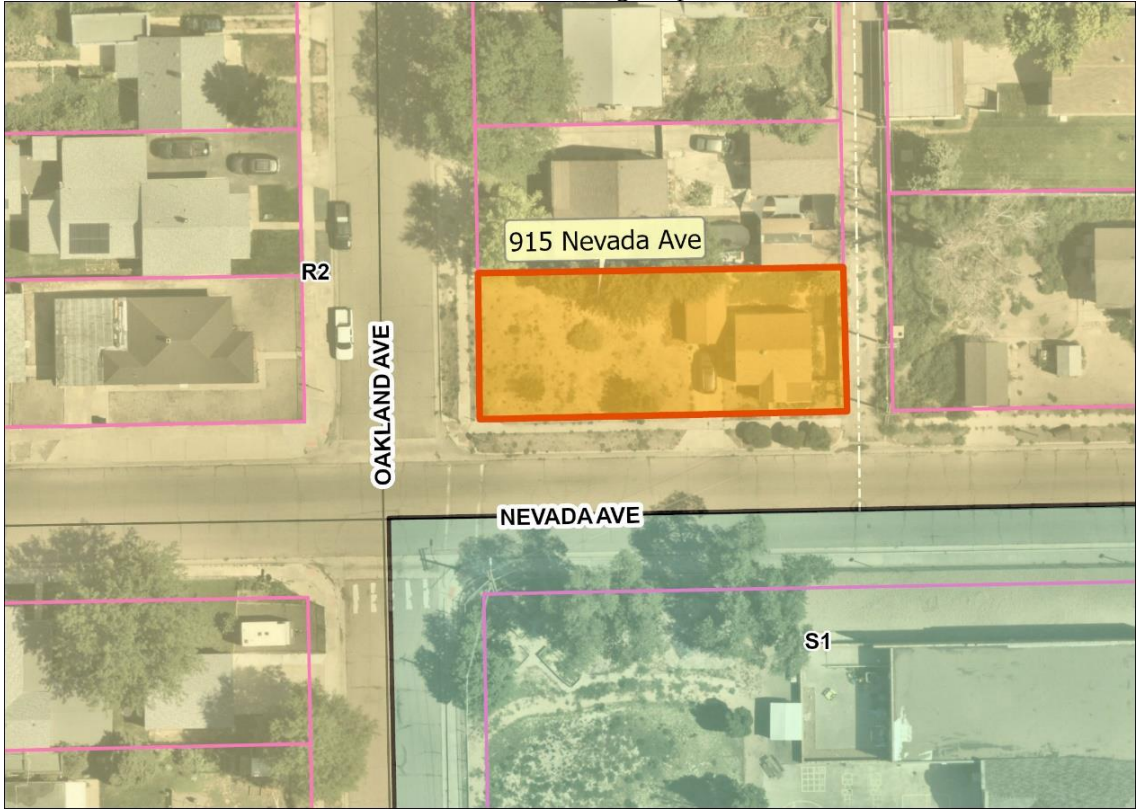
ATTACHMENTS:

- A. **Aerial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Zoning Exhibit**
- F. **Site Plan**

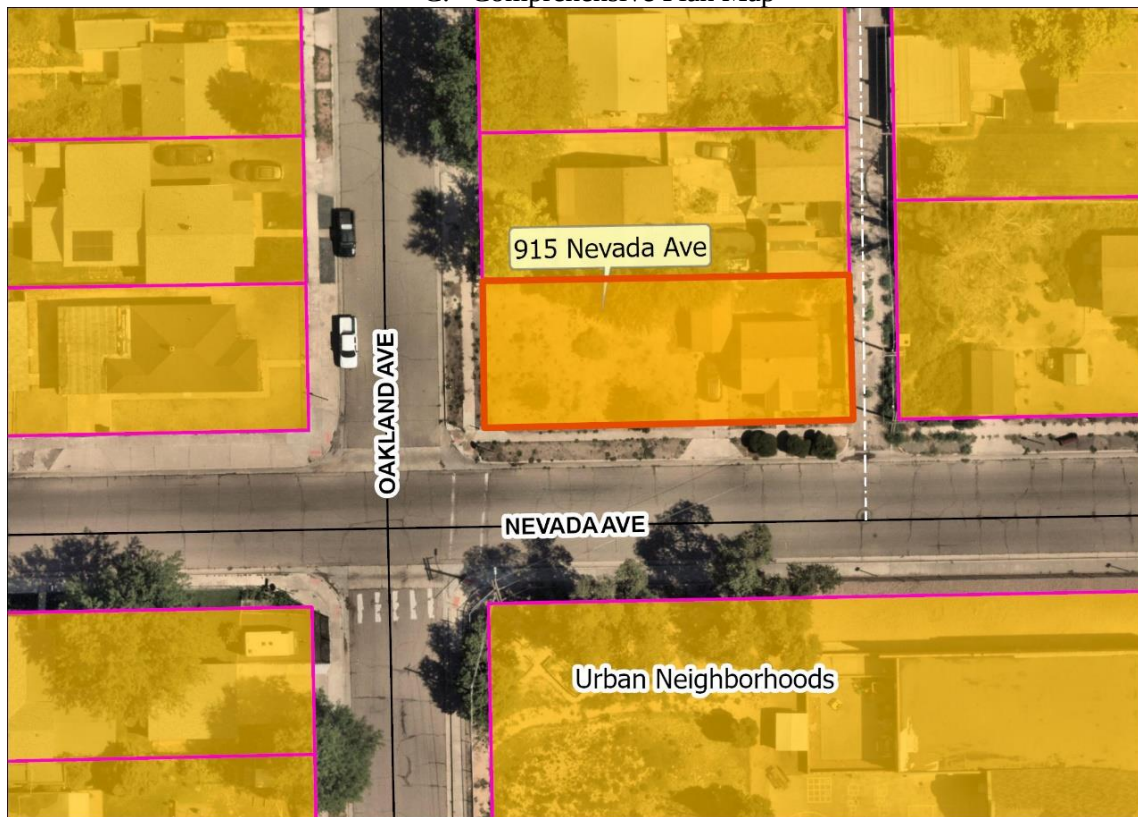
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map

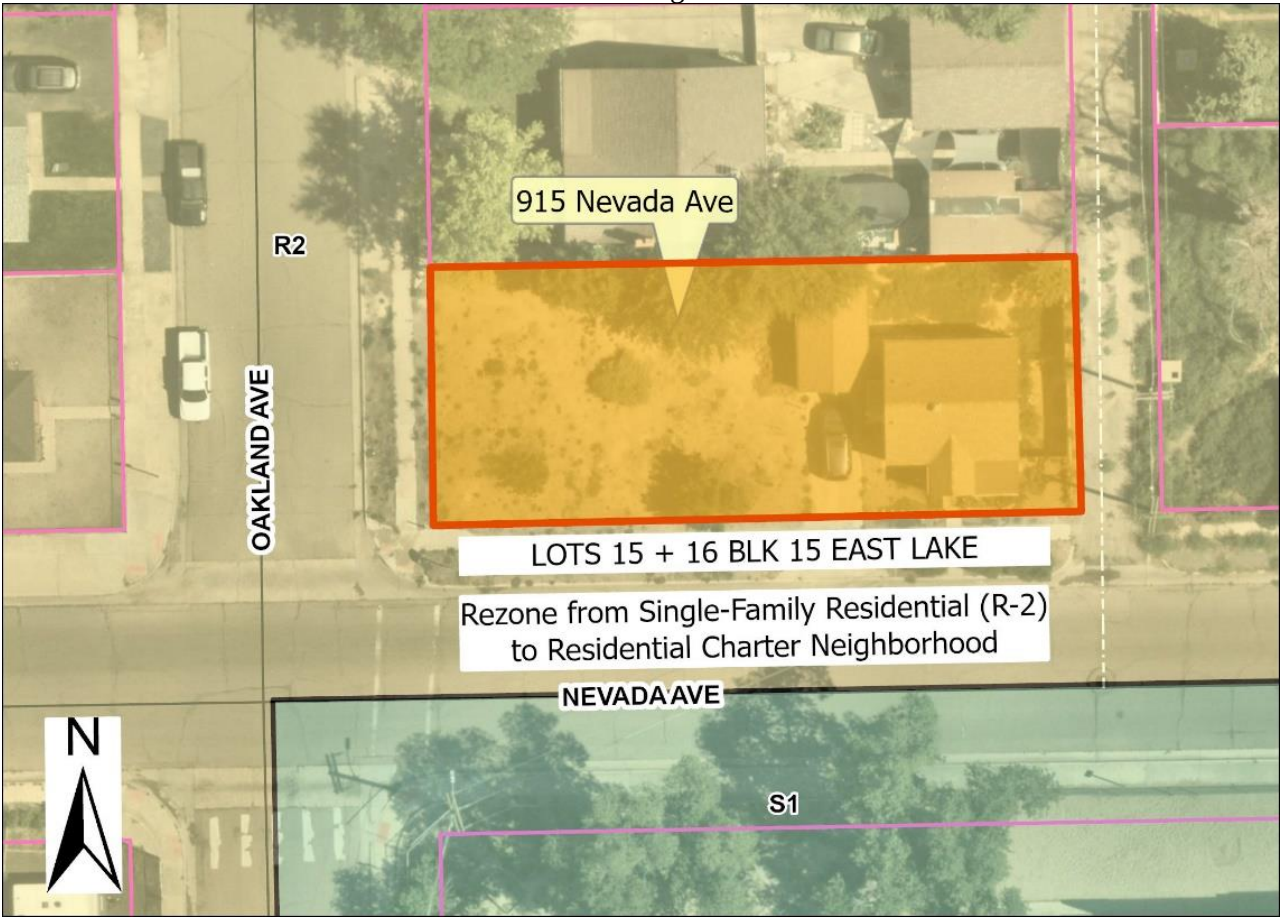


D. Site Photos, Public Notice



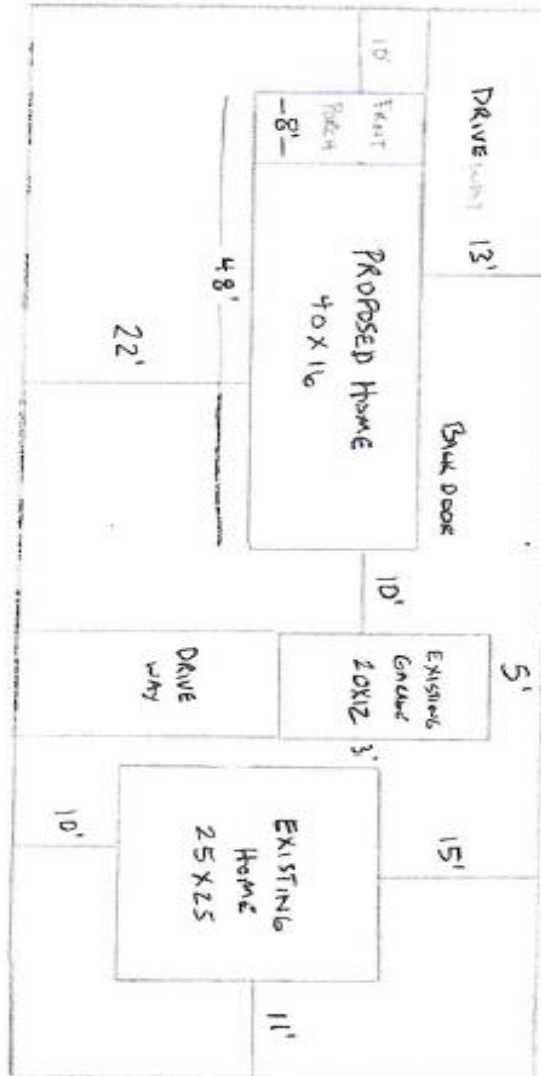


E. Zoning Exhibit

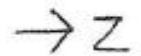


F. Site Plan

OAKLAND AVE



NEVADA AVE



1" = 20'

NICK GRADISAR
915 NEVADA AVE
PUEBLO CO
PARCEL 15 13240007

The City Planning and Zoning Commission will hold a public hearing on a request from **Nick Gradisar** for the approval of the following application:

Z-24-22: Rezone 915 Nevada Ave, 0.15 acres from Single-Family Residential (R-2) to Residential Charter Neighborhood (RCN) Zone District.

The Planning and Zoning Commission meeting will be held on **January 8th, 3:30 PM**, in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom: <https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>
Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to 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 **Hannah Prinzi**, Planner
(719) 553-2262

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Scott Hobson, Acting Director
Planning & Community Development
By **Hannah Prinzi**, Planner
(719) 553-2262

CASE NUMBER Z-24-22

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 915 Nevada 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.

12-19-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by Carol Martinez

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 915 Nevada Ave, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12-19-24 Photo uploaded 12-31-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Photo taken by Planner

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
MARMOLEJO JASON/TRUJILLO SELINA E	161 FORDHAM CIR	PUEBLO	CO	81005-1614
JESSE CHRISTINE	17 GLENROYAL DR	PUEBLO	CO	81005-2114
CROWLEY THOMAS B/MARTINEZ MARIA G	18058 E BERRY AVE	CENTENNIA	CO	80015-2606
O DONNELL JODI	2301 E ORMAN AVE	PUEBLO	CO	81004-3924
ASGARI ANITA E	2302 OAKLAND AVE	PUEBLO	CO	81004-3920
DOLCE WHETSTONE BOBBIE JOLENE + DOLCE WHET	2306 OAKLAND AVE	PUEBLO	CO	81004-3920
MARTINEZ JULIO A/MARTINEZ LORRENDA	2309 OAKLAND AVE	PUEBLO	CO	81004-3919
RODERIQUE GARY B	2310 OAKLAND AVE	PUEBLO	CO	81004-3920
MEYER JEANETTE J	2314 E ORMAN AVE	PUEBLO	CO	81004-3925
WHITTEMORE GARRY B III	2315 OAKLAND AVE	PUEBLO	CO	81004-3919
ESQUIBEL WILLIAM LEROY/ESQUIBEL MAR	2317 E ORMAN AVE	PUEBLO	CO	81004-3924
PIANO CLARA NICOLE/PIANO JO A	2318 WYOMING AVE	PUEBLO	CO	81004-3963
HANEMANN MICHAEL	2319 OAKLAND AVE	PUEBLO	CO	81004-3919
HEATHCOCK RICHARD E	2320 WYOMING AVE	PUEBLO	CO	81004-3963
KERN WILLIAM D/KERN CATHERINE J	2321 OAKLAND AVE	PUEBLO	CO	81004-3919
LUECK KATHLEEN A	2324 OAKLAND AVE	PUEBLO	CO	81004-3920
WOLF MARGARET L	2325 E ORMAN AVE	PUEBLO	CO	81004-3924
CRUZ GUTIERREZ SHONNA Y	2326 OAKLAND AVE	PUEBLO	CO	81004-3920
DAVIDSON CHRISTOPHER JAMES / DAVIDS	2326 E ORMAN AVE	PUEBLO	CO	81004-3925
TROUT RALPH	2328 E ORMAN AVE	PUEBLO	CO	81004-3925
ROMAN ADAM J	2329 E ORMAN AVE	PUEBLO	CO	81004-3924
FOX MYRON ALLEN	2401 OAKLAND AVE	PUEBLO	CO	81004-3921
ELLIS STANLEY R/MADISON BARBARA F	2402 E ORMAN AVE	PUEBLO	CO	81004-3972
SPEIER CRYSTAL M	2403 OAKLAND AVE	PUEBLO	CO	81004-3921
MARTINEZ HERMAN R / MARTINEZ GERALD	2405 OAKLAND AVE	PUEBLO	CO	81004-3921
LUCERO ANTHONY F	2406 WYOMING AVE	PUEBLO	CO	81004-3965
HILL PATRICIA	2410 E ORMAN AVE	PUEBLO	CO	81004-3972
HARVEY UDELE	2414 E ORMAN AVE	PUEBLO	CO	81004-3972
PACHAK ALBERT J SR	2421 OAKLAND AVE	PUEBLO	CO	81004-3921
EF4R LLC	262 STEPPING STONE XIN	WIMBERLE	TX	78676-5930
DIAMOND PROPERTY LLC	2834 LAKE AVE	PUEBLO	CO	81004-3821
RACOBS HELEN R	2933 DEER CREEK DR	PARKER	CO	80138-4690
GODEC SARAH E	301 E ORMAN AVE	PUEBLO	CO	81004-2146
CHAPMAN DONALD E RESIDUARY TRUST/CH	43 BRIARGATE TER	PUEBLO	CO	81001-1746
EDWARDS TORI	5115 GOLDEN HILLS CT	COLORADC	CO	80919-8124
MORAN MICHAEL W	5220 LANAGAN ST	COLORADC	CO	80919-3558
GRADISAR NICHOLAS/GRADISAR ANTHONY	5606 BELLAGIO WAY	PUEBLO	CO	81005-5568
QUIJADA LARA CARLOS ANDRES	921 E 14TH ST	PUEBLO	CO	81001-2926
ST JOHN NEUMANN CATHOLIC SCHOOL + C/O LAKE	2415 E ORMAN AVE	PUEBLO	CO	81004-3970
MAESTAS MARGARET C + C/O MARY GIUS	2323 OAKLAND AVE	PUEBLO	CO	81004-3919



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF \$1,000 TO SPONSOR A TABLE AT THE ANNUAL GALA & CITIZEN OF THE YEAR PRESENTATION ON FRIDAY, JANUARY 31, 2025 AT 6:00 PM AT THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of Pueblo Chamber of Commerce in the amount of \$1,000 to sponsor a table at the Annual Gala & Citizen of the Year Presentation on Friday, January 31, 2025 at 6:00 pm at the Pueblo Convention Center.

PREVIOUS COUNCIL ACTION:

In the past, Council has purchased tickets individually rather than sponsoring a table.

BACKGROUND:

City Council Member Dennis Flores is requesting \$1,000 to support the Annual Gala & Citizen of the Year Presentation with a table at the Pueblo Convention Center on Friday, January 31, 2025 at 6:00 pm.

The Greater Pueblo Chamber of Commerce will hold its 114th Annual Gala and "Rod Slyhoff Citizen of the Year" Presentation on Friday, January 31, 2025. This year's awardee is Yanera McCulley Sedillo. The gala event includes dinner, entertainment, and silent and live auctions. The Annual Meeting serves as a commemorative year in review. The Chamber also honors the "Rod Slyhoff Citizen of the Year" and "Ambassador of the Year" Awards and the official passing of the gavel from current board chair to the incoming board chair.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Pueblo Chamber of Commerce.

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 Dennis Flores.

ATTACHMENTS:

1. Chamber Sponsorship Menu-2025 FINAL 10.25.2024
2. Colorado Secretary of State - Organization Record Confirmation - Pueblo Chamber pulled 1.7.25
3. 2025 Contingencies (Council) Chamber Citizen of the Year

RESOLUTION NO. 15887

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF \$1,000 TO SPONSOR A TABLE AT THE ANNUAL GALA & CITIZEN OF THE YEAR PRESENTATION ON FRIDAY, JANUARY 31, 2025 AT 6:00 PM AT THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to the Greater Pueblo Chamber of Commerce to sponsor a table at the Annual Gala & Citizen of the Year Presentation at the Pueblo Convention Center on Friday, January 31, 2025 at 6:00 pm.

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: January 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

SIGNATURE EVENTS

LEGISLATIVE BBQ

August 22, 2025



Title Sponsor \$10,000

Part of Welcome Agenda and signage. Included will be 20 tickets for sponsor guests.

Legislative BBQ Sponsor \$3,500

Name in all print & recognition in e-blast. Logo on event banner. Included will be 10 tickets for sponsor guests.

COLORADO STATE FAIR PARADE

August 23, 2025



Parade Title Sponsor \$3,000 Sold Until 2026

Name/logo in all print & electronic media, recognition in program.

Supporting Sponsor \$2,500

Name/logo in all print & electronic media, recognition in program.

Grand Marshal Sponsor \$1,500

Name/logo on Award and presenting banner during parade.

Parade Marshal Sponsor \$1,000

Name/logo on Award and presenting banner during parade.

PRESENTED BY **T FIBER**



31ST ANNUAL PUEBLO CHILE & FRIJOLES FESTIVAL

September 19-21, 2025

(Full Sponsorship Packet Available Upon Request)

Title Sponsor- Sold

Sponsor will be labeled in ALL Print and Digital communications.

Entertainment Tent Sponsor \$8,000

Chile Pepper Express Shuttle Sponsor \$7,500

Jalapeno Eating Contest \$6500

Chili & Salsa Showdown \$5000

Chihuahua Parade Sponsor \$3,000

Courtesy Cart Sponsor \$2,500

Official Team Carts \$2,500

Gate Sponsor \$500

\$2,500 sponsorship to be named on official shirt

VETERANS DAY PARADE

November 8, 2025

Title Sponsor \$2,500

Presented by your company, logo in all print and electronic media, recognition in program, four (4) reserved seats in the VIP viewing stand.

Star Spangled Banner Sponsor \$1,500

Red Sponsor \$1,000

White Sponsor \$500

Blue Sponsor \$250

ACTIVITIES & INITIATIVES

PUEBLO AMBASSADOR PROGRAM

January-December 2025

Support our dedicated Ambassador team, which volunteers hundreds of hours annually to benefit the Pueblo Community.

Title Sponsor \$5,000

Corporate Sponsor \$1,000

LEADERSHIP PUEBLO

January-June 2025

Class Sponsor Monthly \$1,000 (8 Available)

Support our Leadership Development program and invest in Pueblo's future leaders. Sponsorship of a class session includes presentation time on behalf of your organization or topic of concern.

LEGISLATIVE BREAKFAST

\$3,000 (3 Events) March-May 2025

Logo in all print and social media exposure. Opportunity to speak at event and four seats at breakfast.



SUMMER BUCKET LIST

June-September 2024



Sponsor \$3,000 Sold Until 2026

A 4-month digital & social media campaign encouraging locals to explore their own backyard

Featuring local tourism, attractions, businesses, events with free promos and prizes.

PUEBLO'S JINGLE BELL ROCK

December 2025

Prize Sponsor \$1,000

Be a part of Pueblo's favorite Christmas tradition. Find your logo on the Jingle Bell Rock landing page where clue info and rules will be posted.

Also receive social media recognition.

Gift Prize Donations \$250 +

Add to the Jingle Bell Rock prize incentive!

We can customize your sponsorship for any event that interests you!

BUSINESS DURING LUNCH & BUSINESS AFTER HOURS

Monthly

Luncheon Sponsor \$1,000

Company logo will appear on promotional social media posts. Sponsor will be given an allotted time to present during the luncheon.

After Hours Sponsor \$750

Company logo will appear on promotional social media posts. Sponsor will host After Hours at their designated business, as well as provide food and drinks for guests.

FAT TUESDAY AFTER HOURS

March 4, 2025



Title Sponsor \$1,000

Supporting Sponsor \$750

Entertainment Sponsor \$500

Held annually at The Greater Pueblo Chamber Office

MILITARY AFFAIRS

Monthly

\$100

Your sponsorship provides pastries and coffee for our veterans who attend our military meeting.

ELECTION DEBATES

\$3,000

Logo in all print and social media exposure. Banner placement at event.

DIGITAL ADVERTISING OPPORTUNITIES

Visit Pueblo Website(2) 728x90 Banners

Pueblo Chile Growers News/Recipe Page 1 each- 728x90, 300x600, 300x25

Pueblo Chile Growers Digital Map(2) 728x90 Banners

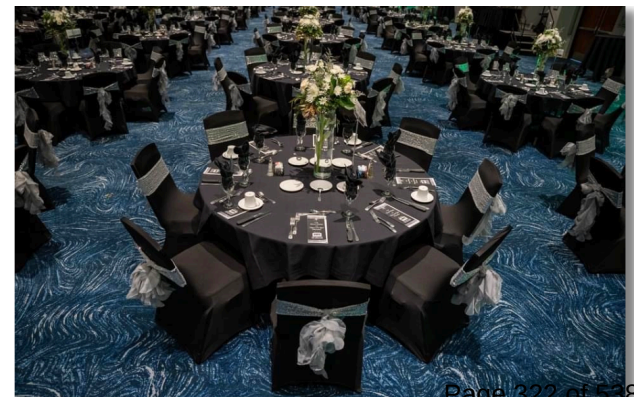
Pueblo Chile & Frijoles Festival(2) 728x90 Banners

DIGITAL PRICING

728x90- \$750(3-months) \$1,250 (6-months) \$2,250 (1-year)

300x600- \$500 (3-months) \$750 (6-months) \$1,250 (1-year)

300x250- \$300 (3-months) \$500 (6-months) \$750 (1-year)



SIGNATURE EVENTS

114TH ANNUAL GALA & ROD SLYHOFF CITIZEN OF THE YEAR

January 31, 2025

Presenting Sponsor \$5,000

8 seats, logo on invitation & program banner displayed at event.
You also receive a 3-minute commercial to be shared on social media and during event

Corporate Sponsor \$2,500

8 seats, dinner sponsor, logo on program and a .30-second commercial to be shared on social media and during event.

Supporting Sponsor \$1,500

8 seats, social media mentions and logo on the program

Community Partner \$1,000

8 seats and table sign

Auction Donations

BUSINESS AWARDS LUNCHEON

April 10, 2025

Title Sponsor \$3,000

8 tickets, logo/name on invitation & program as well as a 3-Minute introduction speech opening the luncheon. Banner displayed at event and recognition in e-blast.

Corporate Sponsor \$1,200

8 tickets, name in program & recognition in e-blast. Banner displayed at event.

Table Sponsor \$600

8 tickets, social media coverage and business logo placement in the event program.

ANNUAL CHAMBER GOLF TOURNAMENT

July 25, 2025

Title Sponsor \$4,000

Title with company logo will appear in all print advertising, direct mail promotion & electronic media.

Breakfast Sponsor \$1,500

Lunch Sponsor \$2,000

Golf Cart Sponsor \$1,000

Beverage Cart Sponsor \$1,500

Contest Sponsor \$600

Hit it to Win it Sponsor \$600

Tee Sponsor \$150



**THE GREATER™
PUEBLO CHAMBER**
We Mean Business

CONTACT

302 N Santa Fe Ave.

Pueblo, CO 81003

Phone: 719.542.1704

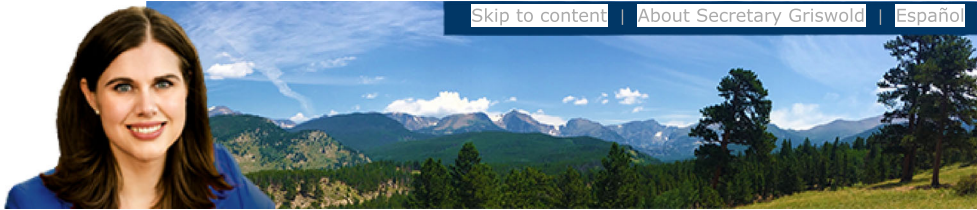
pueblochamber.org

info@pueblochamber.net



SPONSORSHIP OPPORTUNITIES

By supporting Pueblo Chamber initiatives, you actively promote Pueblo's tourism & economic growth!



- > UCC Home
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Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	19871091067
Name:	PUEBLO CHAMBER OF COMMERCE
Principal Street Address:	302 N Santa Fe Ave, Pueblo, CO, 81003, US
Principal Mailing Address:	3 Wren Way, Pueblo, CO, 81005, US
Registered Agent:	DUANE NAVA
Registered Agent Street Address:	302 N Santa Fe Ave, Pueblo, CO, 81003, US
Registered Agent Mailing Address:	3 Wren Way, Pueblo, CO, 81005, US
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	1910-06-03

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 27, 2025

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 2025 GENERAL FUND BUDGET TO MT. CARMEL VETERANS SERVICE CENTER IN THE AMOUNT OF \$2,000 TO SPONSOR A TABLE AT THE SALUTE TO HEROES EVENT ON THURSDAY, JANUARY 9, 2025 AT 4 PM AT PCC

SUMMARY:

Attached for consideration is a request for support of Mt. Carmel Veterans Service Center in the amount of \$2,000 to sponsor the Salute to Heroes event on Thursday, January 9, 2025 at 4 pm at PCC.

PREVIOUS COUNCIL ACTION:

The Council supported this event in 2024 for \$1,000 and in 2023 for \$2,500.

BACKGROUND:

City Council Member Regina Maestri is requesting \$2,000 to support the Salute to Heroes event on Thursday, January 9, 2025 at 4 pm at PCC. This fundraiser benefits military, veterans, and their families in Southern Colorado.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Mt. Carmel Veterans Service Center.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Regina Maestri.

ATTACHMENTS:

1. MCVSC073024_SaluteToHeroes_SaveDate
2. MCVSC100424_SaluteToHeroes_SponsorPackage
3. Colorado Secretary of State - Summary Mt Carmel pulled 1.7.25
4. 2025 Contingencies (Council) Mt Carmel Salute to Heroes

RESOLUTION NO. 15888

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MT. CARMEL VETERANS SERVICE CENTER IN THE AMOUNT OF \$2,000 TO SPONSOR A TABLE AT THE SALUTE TO HEROES EVENT ON THURSDAY, JANUARY 9, 2025 AT 4 PM AT PCC

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to the Mt. Carmel Veterans Service Center to sponsor the Salute to Heroes event on Thursday, January 9, 2025 at 4 pm at PCC.

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: January 27, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK

MT. CARMEL VETERANS SERVICE CENTER

★ P R E S E N T S O U R 3 R D A N N U A L ★

SALUTE HEROES

A FUNDRAISING EVENT TO BENEFIT MILITARY, VETERANS AND THEIR FAMILIES IN PUEBLO, COLORADO

**SAVE
THE DATE**

Thursday, January 9th, 2025 ★ 4 – 8pm
Pueblo Community College ★ Fortino Ballroom
900 W. Orman Ave Ste. ★ Pueblo, CO 81004

Today, we salute the heroes who have selflessly dedicated their lives to protecting our freedom and safety. From the courageous soldiers who stand on the front lines to the fearless first responders who rush into danger, these individuals embody the spirit of bravery and resilience. Their sacrifices, often at great personal cost, serve as a testament to their unwavering commitment to duty and country. We owe them a profound debt of gratitude, not just for their extraordinary acts but for the values they uphold and inspire in us all. Let us take a moment to honor these heroes, ensuring that their legacy of courage and service continues to guide us.



RESERVE YOUR TICKETS:

SalutetoHeroes3.givesmart.com



FOR INFORMATION OR SPONSORSHIP INQUIRIES:

**Contact Sal Katz at 719-309-4719
or at: skatz@mtcarmelcenter.org**

★ P R E S E N T S O U R 3 N D A N N U A L ★

A FUNDRAISING EVENT TO BENEFIT MILITARY, VETERANS AND THEIR FAMILIES IN PUEBLO, COLORADO

MEDAL OF HONOR \$10,000

THE UNITED STATES 'S HIGHEST MILITARY HONOR AWARDED FOR PERSONAL ACTS OF VALOR ABOVE AND BEYOND THE CALL OF DUTY.

- A speaking role at reception
- VIP reserved seating for 10 people
- Recognition as The Medal of Honor Sponsor
- Opportunity to place materials at reception table, and event signage at Pueblo Community College Ballroom; we will place your organizations logo on Mt. Carmel event webpage; provide a podcast opportunity on Veterans Voice supporting your organization; acknowledgement by Master of Ceremony and Mt. Carmel leaders during reception; and we will support your organization on our social media platform in the months prior to event.

SILVER STAR \$5,000

THE THIRD-HIGHEST MILITARY COMBAT DECORATION THAT CAN BE AWARDED TO A MEMBER OF THE UNITED STATES ARMED FORCES FOR GALLANTRY IN ACTION.

- You will receive VIP reserved seating for 10 people
- Sponsor of the evening's entertainment
- Recognition on Mt. Carmel's event website
- Opportunity to place materials at the registration tables; event signage in the Fortino Ballroom and food tables.

BRONZE STAR \$2,500

AWARDED TO MEMBERS OF THE UNITED STATES ARMED FORCES FOR EITHER HEROIC ACHIEVEMENT, HEROIC SERVICE, MERITORIOUS ACHIEVEMENT, OR MERITORIOUS SERVICE IN A COMBAT ZONE.

- You will receive VIP reserved seating for 8 people
- Recognition on Mt. Carmel's event website
- Sponsorship of catered Hors D Oeuvres during reception
- Opportunity to place materials at registration tables, event signage in the Fortino Ballroom and on beverage stations.

PURPLE HEART \$2,000

AWARDED IN THE NAME OF THE PRESIDENT TO THOSE WOUNDED OR KILLED WHILE SERVING ON OR AFTER APRIL 5, 1917, WITH THE U.S. MILITARY.

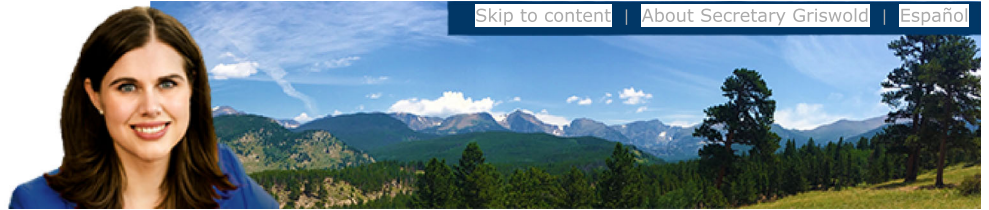
- You will receive VIP reserved seating for 8 people
- Recognition on Mt. Carmel's event website
- Sponsorship of photographer for reception
- Opportunity to place materials at registration tables, event signage in the Fortino Ballroom and signage.

MERITORIOUS SERVICE MEDAL \$1,500

AWARDED TO SOMEONE WHO DISTINGUISHED THEMSELVES BY OUTSTANDING MERITORIOUS ACHIEVEMENT OR SERVICE TO THE UNITED STATES.

- You will receive VIP reserved seating for 4 people
- Event signage in the Fortino Ballroom, recognition on Mt. Carmel's event website, newsletters,
- Opportunity to place materials at registration tables.





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Summary

Charitable organization			
Name	MT CARMEL VETERANS SERVICE CENTER		
Other names (DBAs)			
Status	Good as of 11/15/2024		
Expires on	02/15/2025	Initial registration	04/07/2017
Registration #	20173009773	Established	03/01/2016, Colorado
EIN	81-1652178	Form	Corporation
Street	530 COMMUNICATION CIRCLE, COLORADO SPRINGS, CO 80905		
Mailing			
County	EL PASO		
Phone	719-309-4725		
Website	WWW.VETERANSCENTER.ORG		
NTEE codes	EMPLOYMENT; HOUSING,SHELTER; MENTAL HEALTH,CRISIS INTERVENTION		
Charitable purpose	COLLABORATES WITH COMMUNITY PARTNERS TO PROVIDE WELLNESS PROGRAMS AND TRANSITIONAL SERVICES FOR VETERANS, MILITARY AND THEIR FAMILIES BY DELIVERING EXPERTISE, RESOURCES, SPACE AND SUSTAINABILITY. THIS IS ACCOMPLISHED BY PROVIDING A ONE-STOP SHOP FOR A VARIETY OF SERVICES INCLUDING BEHAVIORAL HEALTH COUNSELING, EMPLOYMENT AND TRANSITION SUPPORT, JOB PLACEMENT AND INTERNSHIPS, BENEFITS SUPPORT, HOUSING ASSISTANCE, FINANCIAL COACHING, AND LEGAL AND EDUCATION ASSISTANCE.		
Tax-exempt code	501(C)(3)		
Donations tax deductible?	Yes		
Three-year data			
	03/31/2021	03/31/2022	03/31/2023
Revenue	\$2,889,202.00	\$3,064,131.00	\$3,406,347.00
Expenses	\$2,241,823.00	\$2,723,383.00	\$3,329,136.00
Assets	\$1,381,699.00	\$1,750,141.00	\$2,359,471.00
Liabilities	\$154,222.00	\$181,916.00	\$714,035.00
Program services to total expenses	77%		About financial ratios
Fundraising expenses to contributions	17%		
Actions			
Get certificate of registration			
History			

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**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a subrecipient agreement between the City and Pueblo County to provide eviction prevention assistance in cooperation with the 10th Judicial District to assist individuals and family's at-risk of homelessness due to pending eviction.

PREVIOUS COUNCIL ACTION:

City Council adopted Ordinance No. 10674 on March 25, 2024, allocating \$100,000 to Pueblo County for the use of emergency eviction diversion.

City Council has allocated funding for eviction prevention through the adoption of the 2020 Annual Action Plan allocating CDBG-CV funds to mortgage and eviction prevention activities.

BACKGROUND:

The City of Pueblo received a formula allocation of CDBG-CV funds from the U.S. Department of Housing and Urban Development. Through Ordinance No. 9951, Council established Project No. CDCV-040 Mortgage and Rental Assistance.

FINANCIAL IMPLICATIONS:

Funding is available in the 250 Fund. No local match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo County applied for funding to carry out eviction prevention activities during the 2024 Notice of Funding Availability. The County's application was reviewed by the Citizen's Advisory Committee and was ranked No. 1 overall. The Citizen's Advisory Committee presented its recommendations to Council during Work Session on September 11, 2023.

STAKEHOLDER PROCESS:

Three public meetings and two Council Work Sessions were held during the process of funding allocation.

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance 10674 Packet, Subrecipient Agreement
2. Eviction Diversion Program 2025 County Approved Subrecipient Agreement

ORDINANCE NO. 10884

AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which made available \$5 Billion in CDBG Coronavirus Response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus; and

WHEREAS, the City of Pueblo received Community development Block Grant CARES Act funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383; and

WHEREAS, the effect of COVID negatively impacted employment, increased the cost of housing, increased the number of evictions and resulted in an increased number of homeless and economically displaced persons; and,

WHEREAS, the City of Pueblo wishes to enter into an agreement with the County of Pueblo to administer an Eviction Diversion Program; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated <> between the County of Pueblo and the City of Pueblo, a Colorado Municipal Corporation, ("the Agreement"), for the delivery of an Eviction Diversion Program in an effort to reduce homelessness, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

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

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 13, 2025.

Final adoption of Ordinance by City Council on January 27, 2025.

DocuSigned by:

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President of City Council

Action by the Mayor:

☒ Approved on 1/30/2025 | 4:22 PM MST.

☐ 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:

7C02E5BDFFC3D43C...

City Clerk

ORDINANCE NO. 10674

AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which made available \$5 Billion in CDBG Coronavirus Response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus; and

WHEREAS, the City of Pueblo received Community development Block Grant CARES Act funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383; and

WHEREAS, the effect of COVID negatively impacted employment, increased the cost of housing, increased the number of evictions and resulted in an increased number of homeless and economically displaced persons; and,

WHEREAS, the City of Pueblo wishes to enter into an agreement with the County of Pueblo to administer an Eviction Diversion Program; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated March 25, 2024, between the County of Pueblo and the City of Pueblo, a Colorado Municipal Corporation, ("the Agreement"), for the delivery of an Eviction Diversion Program in an effort to reduce homelessness, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

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

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on March 11, 2024.

Final adoption of Ordinance by City Council on March 25, 2024.

DocuSigned by:

Mark Aliff

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President of City Council

Action by the Mayor:

☒ Approved on 3/26/2024 | 3:29 PM 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

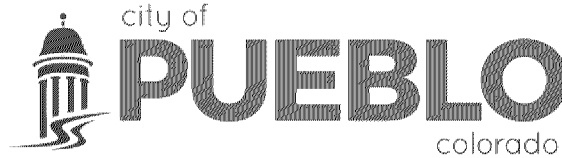
ATTEST

City Clerk

DocuSigned by:



7C02EBDFFC3D43C...



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: March 25, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a subrecipient agreement between the City and Pueblo County to provide eviction prevention assistance in cooperation with the 10th Judicial District to assist individuals and family's at-risk of homelessness due to pending eviction.

PREVIOUS COUNCIL ACTION:

City Council has allocated funding for eviction prevention through the adoption of the 2020 Annual Action Plan allocating CDBG-CV funds to mortgage and eviction prevention activities.

BACKGROUND:

The City of Pueblo received a formula allocation of CDBG-CV funds from the U.S. Department of Housing and Urban Development. Through Ordinance No. 9951, Council established Project No. CDCV-040 Mortgage and Rental Assistance.

FINANCIAL IMPLICATIONS:

Funding is available in the 250 Fund. No local match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo County applied for funding to carry out eviction prevention activities during the 2024 Notice of Funding Availability. The County's application was reviewed by the

Citizen's Advisory Committee and was ranked No. 1 overall. The Citizen's Advisory Committee presented its recommendations to Council during Work Session on September 11, 2023.

STAKEHOLDER PROCESS:

Three public meetings and two Council Work Sessions were held during the process of funding allocation.

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CV-040 Eviction Diversion Agreement

AGREEMENT FOR COMMUNITY DEVELOPMENT SERVICES
(Subrecipient Agreement)
(Government Entity)

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of January 2024, by and between the city of Pueblo, a Municipal Corporation, hereinafter referred to as the “City” and **Pueblo County Department of Human Services, a Colorado governmental agency**, with an address of **2631 E 4th Street, Pueblo, Colorado 81001**, hereinafter referred to as the “Subrecipient” for **Eviction Diversion Program, CV-040**.

WITNESSETH THAT:

WHEREAS, the City has entered grant agreements with the U.S. Department of Housing and Urban Development (“HUD”) whereby federal financial assistance may be made available to the City under Title I of the Housing and Community Development Act of 1974, as amended to date; and

WHEREAS, pursuant to such grant agreements the City is undertaking certain activities necessary for the execution of a project situated in the project area described in the Scope of Services; and

WHEREAS, the City desires to disburse funds to the Subrecipient to execute certain projects and/or perform certain services in connection with such undertaking of the City; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible, and willing to undertake certain projects and/or services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient’s part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 24 CFR Part 570 and those identified in Exhibit “C” attached hereto and incorporated herein by reference; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

2. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the program. In the absence of such a designation, the Mayor shall be deemed as the City’s authorized representative.

3. SUBRECIPIENT’S COMPENSATION AND METHOD OF PAYMENT

- (a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient

under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of an approved project and are an eligible use of federal assistance under the Act and federal regulations, and (v) that City has timely received from HUD sufficient federal assistance under the Act to make the payment or reimbursement hereunder.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable HUD regulations including but not limited to those at 24 CFR Part 570, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 24 CFR Part 570 and Subrecipient submitting the following forms and information:

- i. Request for reimbursement form;
- ii. Copies of canceled checks;
- iii. Copies of invoices or receipts;
- iv. Signed payroll sheets;
- v. Demographic information of clients served (can be done quarterly); and
- vi. Any other report of information as requested by the grantor or federal agency.

[Requests for disbursements of CDBG-CV funds will not be processed until all necessary information and forms are complete. Incomplete requests will be returned to Subrecipient.]

(c) The aggregate of all payments made hereunder shall not exceed **One Hundred Thousand and 00/100 Dollars (U.S. \$100,000.00)**.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

4. TERM OF AGREEMENT

The term of this Agreement shall be from **January 1, 2024, to December 31, 2024**, unless sooner terminated as herein provided.

5. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Director of Housing and Citizen Services whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. In accordance with 24 CFR Pat 570, cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated for convenience in accordance with the provisions of 24 CFR Part 570. This Agreement shall automatically terminate at the end of its term as well as in the event of any suspension, reduction or non-receipt of Community Development funds by City.

(c) Post Termination Procedures: In the event of termination, all property acquired by Subrecipient with grant funds, all grant funds, program income, and loans originated with grant funds or by payments therefrom and payments received under such mortgage loans held, owned or retained by the Subrecipient shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, income, and mortgage loans to City. Everything finished or unfinished, documents, data, studies, reports, and work product prepared by the Sub recipient under this Agreement or with grant funds shall, at the option of the City, become City's property and the Subrecipient shall be entitled to receive just and equitable compensation only for satisfactory work completed for which compensation has not previously been paid nor reimbursement made.

6. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

7. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Boards of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 24 CFR Part 570 as presently promulgated and as same may be revised from time to time in the future.

8. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR 570.502. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, HUD, Comptroller General of the United States, the Inspector General of HUD and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require all Subrecipient's financial records relating to this Agreement to be turned over to City.

9. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City monthly or quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City relating to such monitoring and evaluation.

10. SUBRECIPIENT FILES AND INFORMATION REPORTS

- (a) The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. These records shall be retained by the Subrecipient for a period of five years after the completion of the project. Activity reports shall be submitted monthly or quarterly no later than the fifteenth day of the month following the end of month or quarter for which the report is submitted, and no later than the following dates:
- | | |
|----------------------|------------------|
| (i) First Quarter: | April 15, 2024 |
| (ii) Second Quarter: | July 15, 2024 |
| (iii) Third Quarter: | October 15, 2024 |
| (iv) Fourth Quarter: | January 15, 2025 |
| (v) Annual Report: | January 15, 2025 |
- (b) Subrecipient shall submit the following forms and/or information with Subrecipient's signed contracts(s): Board of Directors Roster, Staff Roster, and Budget.

11. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

12. LIABILITY, INSURANCE

- (a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. To the extent allowed by law, Subrecipient further agrees to indemnify, defend, and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.
- (b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).
- (c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is as follows:
- (i) Workers' Compensation Insurance complying with statutory requirements in Colorado.
 - (ii) Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars (\$600,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Six Hundred Thousand and No/100 Dollars (\$600,000) per occurrence for property damage.

(d) In the event Subrecipient's obligations under this Agreement are secured by a deed of trust or mortgage instrument as provided in paragraph 14 (c) of this Agreement, Subrecipient agrees to procure and maintain, at its own expense, hazard and fire insurance upon the property described in said deed of trust on an all-risk form in such amounts of all liens against the property and the amount of funds provided by City pursuant to this Agreement. Subrecipient shall furnish a certificate of insurance certifying such coverage to City's Director of Finance prior to disbursement of any funds to Subrecipient. Both said certificate of insurance and the policy procured by Subrecipient shall name the City as an additional insured and loss payee.

13. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C". Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit "C" to this Agreement.

14. PROGRAM INCOME; REVERSION OF ASSETS

(a) Unless otherwise authorized by City in writing, all program income shall be returned to City within 30 days of receipt by Subrecipient. In the event City authorizes Subrecipient to retain any portion of program income, it shall only be used to accomplish the work set forth in the Scope of Services, and the amount of grant funds payable by City to Subrecipient shall be adjusted as provided by 24 CFR 570.504(b)(2)(i) and (ii).

(b) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

(c) Any real property under Subrecipient's control that was acquired or improved in whole or in part with funds provided pursuant to this Agreement in excess of U.S. \$25,000 shall either: (i) be used to meet one of the national objectives set forth in 24 CFR 570.208 until five years after expiration or termination of this Agreement, or (ii) not be used in accordance with subparagraph (c)(i), in which event Subrecipient shall pay to City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of funds not provided under this Agreement for the acquisition of, or improvement to the property. The use restriction and repayment obligation set forth in this subparagraph shall survive termination or expiration of this Agreement and shall be fully enforceable and subject to collection by City or HUD in accordance with applicable laws. If requested by City, Subrecipient shall execute a deed of trust or mortgage instrument which shall be and constitute a lien upon all real property acquired or improved with funds provided hereunder, and which shall secure all obligations of Subrecipient hereunder.

(d) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 14 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.

15. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY

(a) In addition to all procurement requirements otherwise applicable to Subrecipient pursuant to any other provision of this Agreement or pursuant to any requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to Subrecipient under this Agreement is to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event Subrecipient shall comply with all requirements of this Paragraph 15.

(b) No improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefore have been prepared by a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the state of Colorado; (ii) such plans and specifications have been filed with the City and approved by both the City's designated representative and the City's Director of Public Works; and (iii) all construction contracts for improvements for which payment is sought from City shall have been awarded only after an open, competitive bidding process which has been approved by City's Director of Purchasing and which allows qualified contractors to reasonably participate in the competitive bidding procedures.

(c) If this Paragraph 15 is applicable, no disbursement of funds to Subrecipient shall be made by City hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and Subrecipient files with City's Director of Planning and Community Development a written request for payment signed by an officer of Subrecipient that certifies: (i) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefore.

(d) In every contract for construction of improvements for which payment or reimbursement from City is to be provided under this Agreement, Subrecipient shall include a contract clause or clauses, approved by City's Director of Purchasing, requiring the contractor, and all of the contractor's subcontractors of all tiers, to comply with the requirements of the Davis-Bacon Act and implementing regulations, and to pay all laborers and mechanics engaged in work upon the improvements at the prevailing wage rates for such work as determined by the U.S. Department of Labor.

16. RECOGNITION OF HUD, CITY

In all printed materials, project descriptions and other activities undertaken with funds provided under this Agreement, Subrecipient shall provide recognition that funds have been provided by U.S. Department of Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by prominent disclosure of the role of HUD and City in all such printed materials and project signage, if any.

17. PERA LIABILITY

The Subrecipient shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the city under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit "D," incorporated herein by reference, and submit the completed form to Finance Office as part of the signed Agreement.

18. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

19. GOVERNING LAW AND VENUE

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

20. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

- (a) The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.
- (b) This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

21. FUND AVAILABILITY; SUBJECT TO LAW

- (a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by HUD, Pueblo City Council and City executive departments. Nothing herein shall be deemed to create an ongoing financial obligation of City.
- (b) This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, or Board of County Commissioners of Pueblo County, Colorado contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.
- (c) Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation, or Pueblo County, Colorado under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

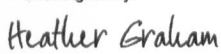
ATTEST:

DocuSigned by:


City Clerk

[S E A L]

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

DocuSigned by:


By _____
Heather Graham, Mayor

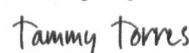
ATTEST:

By _____
Signature

Name _____

Title _____

SUBRECIPIENT:
Pueblo County Department of Human Services

DocuSigned by:


By _____
Signature

Name _____ Tammy Torres

Title _____ Director

EXHIBIT A
SCOPE OF SERVICES

A. Principal Tasks

The Subrecipient will be responsible for administering CDBG-CV funding year 2020 (CV-040) eviction diversion program for low-income households that reside within the Pueblo city limits. The Subrecipient will administer all tasks for the aforesaid program in compliance with all applicable federal, state, and local rules and regulations governing these funds and, in a manner, satisfactory to the City.

The major goal of the Subrecipient’s efforts under this Agreement will be as follows:

- 1. Subrecipient will provide an eviction diversion program that is restricted to low-income citizens who reside within the Pueblo city limits.
- 2. Subrecipient shall adhere to the written guidelines in the approved policies and procedures for the Eviction Diversion Program.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted may only be made through a written amendment to this Agreement, executed by the Subrecipient and City.

Subrecipient will submit at a minimum, quarterly reports that address the Subrecipient’s ability to meet the goals and outcomes (Exhibit 4) as submitted with the initial application.

B. Budget and Method of Compensation

The Subrecipient will submit reimbursement requests for services rendered, operating expenditures and materials purchased supported by original invoices.

Approved budget is as follows:

Rental Assistance:	\$100,000.00
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C. Performance Monitoring:

The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will be considered non-compliance with this agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being notified by the City contract suspension or termination procedures will be initiated.

D. Time of Performance:

Services shall start on **January 1, 2024**, and end on **December 31, 2024**. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds and other assets including program income.

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN A CONTRACT FOR SERVICES

- 1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the project should the project terminate the next day is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item are necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
- 2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
- 3. A log listing all long-distance telephone calls must be maintained (showing date, city and agency called, person making call and person called).
- 4. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the program as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 - 1. Original invoice marked with funding source
 - 2. Detailed listing of each expense showing:
 - a) recipient
 - b) brief description of purchase
 - c) amount with method of computation detailed

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

- 5. All employees handling funds are required to be insured by a fidelity bond.
- 6. The City shall not be obligated to any third parties of the Subrecipient. Each Subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient. (Example: rent or lease agreements, service contracts, insurance, etc.)
- 7. The contractor will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
- 8. City auditors will periodically make interim audits and may, upon completion of the project, make a final audit.
- 9. All records must be retained by the agency for a period of five years following the last day of each contract. (Cost summary reports must reflect actual general ledger balances.)
- 10. Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit "C" to this Agreement.

**EXHIBIT C
CERTIFICATIONS**

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
- (3) Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto;
- (4) Section 3 of the Housing and Urban Development Act of 1968, as amended;
- (5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- (6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
- (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- (8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- (9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;
- (10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
- (11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
- (12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR Part 570, and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
- (13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);
- (14) HUD environmental criteria and standards [24 CFR Part 51, Environmental Criteria and Standards];

(15) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended, particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(16) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended, including but not limited to section 7 (16 U.S.C. 1536) thereof;

(17) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1272 et seq.) as amended, particularly section 7 (b) and (c) [16 U.S.C. 1278 (b) and (c)];

(18) The Reservoir Salvage Act of 1960 (916 U.S.C. 469 et seq.), particularly section 3 (16 U.S.C. 469a-1), as amended by the Archeological and Historical Preservation Act of 1974;

(19) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended, particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(20) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.), particularly sections 2 and 5;

(21) It will comply with the Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(22) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(23) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.), particularly section 2(c).

(24) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(25) No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

- (a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(26) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

(27) When HOME Investment Partnership Act funds are used, the Subrecipient will comply with implementing regulations and requirements under (24 CFR 92).

(28) 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.

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

(30) 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.

- (31) Equal Opportunity. During the performance of this contract, the contractor agrees as follows:
- (i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (v) 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.
 - (vi) 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.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as 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.

(32) Federally Assisted Construction Contracts. During the performance of this contract, the contractor agrees as follows:

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) 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.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246

of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature: _____
Subrecipient

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

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

- a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes ___, No ___.
- b) If you answered “yes” to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ___, No ____.
- If you answered “yes” please state which of the above entities best describes your business:

- c) If you answered “yes” to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Address

Social Security Number

Name

Address

Social Security Number

(If more than two, please attach a supplemental list)

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

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

Signed _____, 20____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary 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.

AGREEMENT FOR COMMUNITY DEVELOPMENT SERVICES
(Subrecipient Agreement)
(Government Entity)

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of January 2025, by and between the city of Pueblo, a Municipal Corporation, hereinafter referred to as the “City” and **Pueblo County Department of Human Services, a Colorado governmental agency**, with an address of **2631 E 4th Street, Pueblo, Colorado 81001**, hereinafter referred to as the “Subrecipient” for **Eviction Diversion Program, CV-040**.

WITNESSETH THAT:

WHEREAS, the City has entered grant agreements with the U.S. Department of Housing and Urban Development (“HUD”) whereby federal financial assistance may be made available to the City under Title I of the Housing and Community Development Act of 1974, as amended to date; and

WHEREAS, pursuant to such grant agreements the City is undertaking certain activities necessary for the execution of a project situated in the project area described in the Scope of Services; and

WHEREAS, the City desires to disburse funds to the Subrecipient to execute certain projects and/or perform certain services in connection with such undertaking of the City; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible, and willing to undertake certain projects and/or services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient’s part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 24 CFR Part 570 and those identified in Exhibit “C” attached hereto and incorporated herein by reference; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

2. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the program. In the absence of such a designation, the Mayor shall be deemed as the City’s authorized representative.

3. SUBRECIPIENT’S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient

under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of an approved project and are an eligible use of federal assistance under the Act and federal regulations, and (v) that City has timely received from HUD sufficient federal assistance under the Act to make the payment or reimbursement hereunder.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable HUD regulations including but not limited to those at 24 CFR Part 570, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 24 CFR Part 570 and Subrecipient submitting the following forms and information:

- i. Request for reimbursement form;
- ii. Copies of canceled checks;
- iii. Copies of invoices or receipts;
- iv. Signed payroll sheets;
- v. Demographic information of clients served (can be done quarterly); and
- vi. Any other report of information as requested by the grantor or federal agency.

[Requests for disbursements of CDBG-CV funds will not be processed until all necessary information and forms are complete. Incomplete requests will be returned to Subrecipient.]

(c) The aggregate of all payments made hereunder shall not exceed **One Hundred Thousand and 00/100 Dollars (U.S. \$100,000.00)**.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

4. TERM OF AGREEMENT

The term of this Agreement shall be from **January 1, 2025, to December 31, 2025**, unless sooner terminated as herein provided.

5. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Director of Housing and Citizen Services whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. In accordance with 24 CFR Part 570, cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated for convenience in accordance with the provisions of 24 CFR Part 570. This Agreement shall automatically terminate at the end of its term as well as in the event of any suspension, reduction or non-receipt of Community Development funds by City.

(c) Post Termination Procedures: In the event of termination, all property acquired by Subrecipient with grant funds, all grant funds, program income, and loans originated with grant funds or by payments therefrom and payments received under such mortgage loans held, owned or retained by the Subrecipient shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, income, and mortgage loans to City. Everything finished or unfinished, documents, data, studies, reports, and work product prepared by the Sub recipient under this Agreement or with grant funds shall, at the option of the City, become City's property and the Subrecipient shall be entitled to receive just and equitable compensation only for satisfactory work completed for which compensation has not previously been paid nor reimbursement made.

6. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

7. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Boards of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 24 CFR Part 570 as presently promulgated and as same may be revised from time to time in the future.

8. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR 570.502. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, HUD, Comptroller General of the United States, the Inspector General of HUD and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require all Subrecipient's financial records relating to this Agreement to be turned over to City.

9. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City monthly or quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City relating to such monitoring and evaluation.

10. SUBRECIPIENT FILES AND INFORMATION REPORTS

- (a) The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. These records shall be retained by the Subrecipient for a period of five years after the completion of the project. Activity reports shall be submitted monthly or quarterly no later than the fifteenth day of the month following the end of month or quarter for which the report is submitted, and no later than the following dates:

(i) First Quarter:	April 15, 2025
(ii) Second Quarter:	July 15, 2025
(iii) Third Quarter:	October 15, 2025
(iv) Fourth Quarter:	January 15, 2026
(v) Annual Report:	January 15, 2026

- (b) Subrecipient shall submit the following forms and/or information with Subrecipient's signed contracts(s): Board of Directors Roster, Staff Roster, and Budget.

11. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

12. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. To the extent allowed by law, Subrecipient further agrees to indemnify, defend, and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

- (c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is as follows:

- (i) Workers' Compensation Insurance complying with statutory requirements in Colorado.
- (ii) Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars (\$600,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Six Hundred Thousand and No/100 Dollars (\$600,000) per occurrence for property damage.

(d) In the event Subrecipient's obligations under this Agreement are secured by a deed of trust or mortgage instrument as provided in paragraph 14 (c) of this Agreement, Subrecipient agrees to procure and maintain, at its own expense, hazard and fire insurance upon the property described in said deed of trust on an all-risk form in such amounts of all liens against the property and the amount of funds provided by City pursuant to this Agreement. Subrecipient shall furnish a certificate of insurance certifying such coverage to City's Director of Finance prior to disbursement of any funds to Subrecipient. Both said certificate of insurance and the policy procured by Subrecipient shall name the City as an additional insured and loss payee.

13. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C". Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit "C" to this Agreement.

14. PROGRAM INCOME; REVERSION OF ASSETS

(a) Unless otherwise authorized by City in writing, all program income shall be returned to City within 30 days of receipt by Subrecipient. In the event City authorizes Subrecipient to retain any portion of program income, it shall only be used to accomplish the work set forth in the Scope of Services, and the amount of grant funds payable by City to Subrecipient shall be adjusted as provided by 24 CFR 570.504(b)(2)(i) and (ii).

(b) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

(c) Any real property under Subrecipient's control that was acquired or improved in whole or in part with funds provided pursuant to this Agreement in excess of U.S. \$25,000 shall either: (i) be used to meet one of the national objectives set forth in 24 CFR 570.208 until five years after expiration or termination of this Agreement, or (ii) not be used in accordance with subparagraph (c)(i), in which event Subrecipient shall pay to City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of funds not provided under this Agreement for the acquisition of, or improvement to the property. The use restriction and repayment obligation set forth in this subparagraph shall survive termination or expiration of this Agreement and shall be fully enforceable and subject to collection by City or HUD in accordance with applicable laws. If requested by City, Subrecipient shall execute a deed of trust or mortgage instrument which shall be and constitute a lien upon all real property acquired or improved with funds provided hereunder, and which shall secure all obligations of Subrecipient hereunder.

(d) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 14 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.

15. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY

(a) In addition to all procurement requirements otherwise applicable to Subrecipient pursuant to any other provision of this Agreement or pursuant to any requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to Subrecipient under this Agreement is to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event Subrecipient shall comply with all requirements of this Paragraph 15.

(b) No improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefore have been prepared by a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the state of Colorado; (ii) such plans and specifications have been filed with the City and approved by both the City's designated representative and the City's Director of Public Works; and (iii) all construction contracts for improvements for which payment is sought from City shall have been awarded only after an open, competitive bidding process which has been approved by City's Director of Purchasing and which allows qualified contractors to reasonable participate in the competitive bidding procedures.

(c) If this Paragraph 15 is applicable, no disbursement of funds to Subrecipient shall be made by City hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and Subrecipient files with City's Director of Planning and Community Development a written request for payment signed by an officer of Subrecipient that certifies: (i) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefore.

(d) In every contract for construction of improvements for which payment or reimbursement from City is to be provided under this Agreement, Subrecipient shall include a contract clause or clauses, approved by City's Director of Purchasing, requiring the contractor, and all of the contractor's subcontractors of all tiers, to comply with the requirements of the Davis-Bacon Act and implementing regulations, and to pay all laborers and mechanics engaged in work upon the improvements at the prevailing wage rates for such work as determined by the U.S. Department of Labor.

16. RECOGNITION OF HUD, CITY

In all printed materials, project descriptions and other activities undertaken with funds provided under this Agreement, Subrecipient shall provide recognition that funds have been provided by U.S. Department of Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by prominent disclosure of the role of HUD and City in all such printed materials and project signage, if any.

17. PERA LIABILITY

The Subrecipient shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the city under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit "D," incorporated herein by reference, and submit the completed form to Finance Office as part of the signed Agreement.

18. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

19. GOVERNING LAW AND VENUE

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

20. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

(a) The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

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

21. FUND AVAILABILITY; SUBJECT TO LAW

(a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by HUD, Pueblo City Council and City executive departments. Nothing herein shall be deemed to create an ongoing financial obligation of City.

(b) This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, or Board of County Commissioners of Pueblo County, Colorado contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

(c) Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation, or Pueblo County, Colorado under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

City Clerk

By_____
Heather Graham, Mayor

[S E A L]

ATTEST:

SUBRECIPIENT:
Pueblo County Department of Human Services

By_____
Signature

By_____
Signature

Name_____

Name_____

Title_____

Title_____

EXHIBIT A
SCOPE OF SERVICES

A. Principal Tasks

The Subrecipient will be responsible for administering CDBG-CV funding year 2020 (CV-040) eviction diversion program for low-income households that reside within the Pueblo city limits. The Subrecipient will administer all tasks for the aforesaid program in compliance with all applicable federal, state, and local rules and regulations governing these funds and, in a manner, satisfactory to the City.

The major goal of the Subrecipient's efforts under this Agreement will be as follows:

1. Subrecipient will provide an eviction diversion program that is restricted to low-income citizens who reside within the Pueblo city limits.
2. Subrecipient shall adhere to the written guidelines in the approved policies and procedures for the Eviction Diversion Program.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted may only be made through a written amendment to this Agreement, executed by the Subrecipient and City.

Subrecipient will submit at a minimum, quarterly reports that address the Subrecipient's ability to meet the goals and outcomes (Exhibit 4) as submitted with the initial application.

B. Budget and Method of Compensation

The Subrecipient will submit reimbursement requests for services rendered, operating expenditures and materials purchased supported by original invoices.

Approved budget is as follows:

Rental Assistance:	\$100,000.00
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C. Performance Monitoring:

The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will be considered non-compliance with this agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being notified by the City contract suspension or termination procedures will be initiated.

D. Time of Performance:

Services shall start on **January 1, 2025**, and end on **December 31, 2025**. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds and other assets including program income.

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN A CONTRACT FOR SERVICES

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the project should the project terminate the next day is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item are necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
 2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
 3. A log listing all long-distance telephone calls must be maintained (showing date, city and agency called, person making call and person called).
 4. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the program as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a) recipient
 - b) brief description of purchase
 - c) amount with method of computation detailed
- Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
5. All employees handling funds are required to be insured by a fidelity bond.
 6. The City shall not be obligated to any third parties of the Subrecipient. Each Subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient. (Example: rent or lease agreements, service contracts, insurance, etc.)
 7. The contractor will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
 8. City auditors will periodically make interim audits and may, upon completion of the project, make a final audit.
 9. All records must be retained by the agency for a period of five years following the last day of each contract. (Cost summary reports must reflect actual general ledger balances.)
 10. Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit "C" to this Agreement.

EXHIBIT C CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
- (3) Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto;
- (4) Section 3 of the Housing and Urban Development Act of 1968, as amended;
- (5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- (6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
- (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- (8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- (9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;
- (10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
- (11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
- (12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR Part 570, and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
- (13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);
- (14) HUD environmental criteria and standards [24 CFR Part 51, Environmental Criteria and Standards];

- (15) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended, particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
- (16) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended, including but not limited to section 7 (16 U.S.C. 1536) thereof;
- (17) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1272 et seq.) as amended, particularly section 7 (b) and (c) [16 U.S.C. 1278 (b) and (c)];
- (18) The Reservoir Salvage Act of 1960 (916 U.S.C. 469 et seq.), particularly section 3 (16 U.S.C. 469a-1), as amended by the Archeological and Historical Preservation Act of 1974;
- (19) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended, particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
- (20) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.), particularly sections 2 and 5;
- (21) It will comply with the Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);
- (22) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
- (23) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.), particularly section 2(c).
- (24) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
- (25) No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
- (a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (26) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).
- (27) When HOME Investment Partnership Act funds are used, the Subrecipient will comply with implementing regulations and requirements under (24 CFR 92).
- (28) 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.
- (29) The contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.
- (30) 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.
- (31) Equal Opportunity. During the performance of this contract, the contractor agrees as follows:
- (i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (v) 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.
 - (vi) 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.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as 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.

(32) Federally Assisted Construction Contracts. During the performance of this contract, the contractor agrees as follows:

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) 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.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246

of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature: _____
Subrecipient

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

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

- a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No____.
- b) If you answered “yes” to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes _____, No____.
If you answered “yes” please state which of the above entities best describes your business:

- c) If you answered “yes” to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Address

Social Security Number

Name

Address

Social Security Number

(If more than two, please attach a supplemental list)

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

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

Signed _____, 20_____.

By: _____
Name: _____
Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary 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.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 27, 2025

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 SECTION 17-2-2, SECTION 17-4-15 AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

SUMMARY:

Attached for consideration is a text amendment that will amend Chapter 4 of Title XVII of the Pueblo Municipal Code to regulate natural medicine in the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

During the 2023 Legislative Session, the Colorado General Assembly passed Senate Bill 23-290 Natural Medicine Regulation and Legalization, which Governor Polis signed into law in May 2023. The legislation is the formal implementation of Proposition 122, which Colorado voters approved in the 2022 general election to legalize natural medicine for personal use for persons 21 years and older. The law does not permit any retail component of natural medicine. Natural medicine instead may be administered by licensed facilitators in a healing center. The legislation tasks the Department of Regulatory Agencies (DORA) and the Department of Revenue (DOR) with regulating natural medicine businesses. DOLA will oversee the training, regulating, and licensing of facilitators, who provide and supervise natural medicine services. DOR will oversee licensing of healing centers and other businesses involved in natural medicines, namely cultivation facilities, product manufacturers, and testing facilities. DOLA will begin accepting natural medicine license applications on December 31, 2024. The Senate Bill prohibits local jurisdictions from prohibiting natural medicine businesses through zoning restrictions, but the legislation allows local jurisdictions to enforce reasonable regulations regarding time, manner, and place. The proposed Text Amendment would add definitions, performance regulations, and changes to the Table of Uses that

altogether regulate where and how natural medicine businesses may operate in Pueblo.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 11, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Maestri and Pasternak absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing by publication of the proposed amendment fifteen (15) days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, Title XVII of the Pueblo Municipal Code will not be amended to reflect the proposed changes relating to natural medicine.

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. ORDINANCE
2. TA-24-01 Attachments

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 17-2-2, SECTION 17-4-15 AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

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

(brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use definitions

. . .

(99.5) Natural Medicine:

a. *Natural medicine, healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator, as defined by state laws, and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

b. *Natural medicine, cultivation facility* means an entity which is licensed by the state licensing authority, that cultivates, prepares, and packages natural medicine products and sells natural medicine products to natural medicine stores, to natural medicine product manufacturing facilities, and to other natural medicine cultivation facilities, but not to consumers.

c. *Natural medicine, products manufacture*, means an entity which may purchase natural medicine; manufacture, prepare, and package natural medicine; and sell natural medicine products to other natural medicine product manufacturing facilities, but not to consumers.

d. *Natural medicine, testing facility* means an entity which may analyze and certify the safety and potency of natural medicine.

SECTION 2.

Section 17-4-15 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-15 Natural Medicine, Business Performance Regulations.

(a) Definitions. As used in this Code, unless the context otherwise requires:

(1) *Natural medicine* means the following substances: psilocybin, or psilocin. It may include the following substances if, and only once they are approved by the state licensing authority: dimethyltryptamine, ibogaine, and/or mescaline but not peyote (*lophophra williamsii* Lemaire). Natural medicine does not include any synthetic, or synthetic analog of these substances, and does not include a derivative of naturally occurring compound of natural medicine that is produced using chemical synthesis, chemical modification, or chemical conversion.

(2) *Natural medicine business* means any of the following entities licensed under the State Regulatory Act and includes a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.

(3) *Natural medicine healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator as defined by state laws and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

(4) *Natural medicine product* means a product infused with natural medicine that is intended for consumption as provided and defined by this code and state laws and regulations.

(5) *Natural medicine services* means a preparation session, administrative session, and integration session, as provided by state laws and regulations.

(6) *Participant* means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a licensed facilitator, as provided by state laws and regulations.

(7) *Regulated natural medicine* means natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.

(8) *Regulated natural medicine product* means a natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.

(9) *State licensing authority* means the authority created under the Regulatory Act, state laws and regulations for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transfer, and dispensation of regulated natural medicine and regulated natural medicine product.

(b) Regulations

(1) Natural medicine businesses shall use an air filtration and ventilation system designed to ensure that the odors from natural medicine and natural medicine products are confined to the premises and are not detectable beyond the property boundaries on which the facility is located.

(2) All storage for natural medicine businesses shall be located within a permanent structure with a fixed location on the ground.

(3) No natural medicine business that provides natural medicine services shall operate out of a building that is within one thousand (1,000) feet of a childcare center; preschool; elementary, middle, junior or high school which offers in person classes, testing, and/or programs or a residential childcare facility. The 1,000-foot distance requirement does not apply to a licensed natural medicine facility located on land owned by the City or the state of Colorado or apply to a licensed facility that was actively doing business under a valid license issued by the state licensing authority before the school or childcare facility was established.

(4) Processing of Natural Medicine:

- a. The processing of natural medicine that includes the use of hazardous materials, including, without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.
- b. Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located, or the exterior walls of the processing facility associated with the processing of natural medicine.
- c. The processing of natural medicine shall meet the requirements of all adopted City building and life/safety codes.

SECTION 3.

Section 17-4-51 of the Pueblo Municipal Code is hereby amended to read as follows:

...

(c) Permitted Use Table

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																	
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5
COMMERCIAL USES																																					
Retail	Bakery, retail	(15)														S		C	C	P	P	P	P	P	C	C	C	C			P						
	Flea market	(57)																		S	S	S							S	S	P	S					
	Mobile home sales	(95)											S							S									S	S	S						
	Pawnshop	(108)											S						S	P	S	P							S	S	P						
	Pharmacy	(112)														C	S	C	C	P	P	P	C	C	C	C	C	C			P						
	Precious metal purchaser	(115)																	S	P	P	S									P						
	Reserved	(132)a.																																			
	Retail sales, big box	(132)c.																	S	P	P	P									P						
	Retail sales, building materials	(132)d.																	S	C	C	C								P	P	P					
	Retail sales, garden center	(132)e.		P	P	P	P							S					C	P	P	P	P	S	S	S	S	S	S	S	S	P					
	Retail sales, general	(132)f.												P		S		C	P	P	P	P	P	S	P	P	P	P			P						
	Retail sales, liquor store	(132)g.												P					S	P	P	P	S		S	S	S	S				P					
	Retail sales, retail marijuana	(131)c.																			C	C	C								C	C					
	Natural medicine, healing center	(99.5)a.	§ 17-4-15										P	P			P	P	P	P	P	P															
	Reserved	(132)j.																																			

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																								
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5							
COMMERCIAL USES (CONT.)																																												
Commercial Services	Beauty salon or barbershop	(19)	§ 17-4-51 (d)(2)														P	P					S	S	P	P	P	P	P	C	C	P	P	P	P				P					
	Body art studio	(23)																			S	P	P					S	S	S	S				P									
	Car wash	(28)																P		P	P	P	P	P	S	S							P	P	P									
	General service	(62)												S	S			S		S	P	P	P	P	P	P	P	P	P	S	S	P	S	S	P									
	Laundromat	(79)																P		P	P	P	P	P	P	S								P										
	Laundry service	(80)																		S	P	P	P	P	S	S							S	P	P									
	Massage establishment	(86)															S	S			S	P	P	P	P	P	S	S	P	P	P	P												
	Medical marijuana testing facility	(87)e.																																		C	C	C						
	Photography studio	(112.5)													P	P			S	P	P	P	P	P	P	C	C	P	P	P	P	P	P	P	P	P								
	Print shop	(116)																			S	P	P	P				S	S	S	S	P	P	P										
	Retail marijuana testing facility	(131)d.																																		C	C	C						
	Natural medicine testing facility	(99.5)d.	§ 17-4-15																																	P	P	P						

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INDUSTRIAL USES																																							
Production and Processing	Butcher shop	(27)																	P	P	P	P	P	P	S														
	Commissary	(37)																			S	S	P							P	S	P							
	Food and drink processing facility, major	(58)a.		S	S																	S								S	S	P							
	Food and drink processing facility, minor	(58)b.		P	P																S	S	P	S	S					P	P	P							
	Food warehousing	(59)		P	P																S	S	C	S	S					C	C	P							
	Medical marijuana infused product manufacturing facility	(87)d.	§ 17-15-01 thru 17-15-09																				C								C	C	C						
	Microbrewery	(88)																			S	S	S			S				P	P	P							
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Manufacturing and production		(85)																				P								P	P	P							
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INDUSTRIAL USES (CONT.)																																							
Other Industrial	Auction house	(9)		S	S																	S								P	P	P							
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	Power plant	(114)																				P								P	P	P							
	Retail marijuana cultivation facility	(131)a.																													S								
	Refinery	(123)																												C	C	C							
	Taxidermist	(143)																													S	P	P						
	Tree service	(149)																														S	P	P					

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 thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

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; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Hearings

- 6. TA-24-01** **Text Amendment:** An Ordinance amending Sections 17-2-2, 17-4-15, and 17-4-51 of the Pueblo Municipal Code relating to Natural Medicine. The proposed text defines natural medicine uses, creates natural medicine use performance standards, and establishes natural medicine uses as permitted uses certain zone districts. Staff Report by Hannah Prinzi, Planner.

Public Hearing: No one appeared in opposition.

Commission Action: Bailey moved to recommend the text amendment application to City Council, seconded by Spinuzzi.

Motion Passed: 5-0

TEXT AMENDMENT TA-24-01

TO: City of Pueblo Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner; Bart Mikitowicz, Senior Planner; Hannah Prinzi, Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: December 11, 2024

SUBJECT: AN ORDINANCE AMENDING SECTION 17-2-2, SECTION 17-4-15, AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

BACKGROUND:

During the 2023 Legislative Session, the Colorado General Assembly passed Senate Bill 23-290 Natural Medicine Regulation and Legalization, which Governor Polis signed into law in May 2023. The legislation is the formal implementation of Proposition 122, which Colorado voters approved in the 2022 general election to legalize natural medicine for personal use for persons 21 years and older. The law does not permit any retail component of natural medicine. Natural medicine instead may be administered by licensed facilitators in a healing center. The legislation tasks the Department of Regulatory Agencies (DORA) and the Department of Revenue (DOR) with regulating natural medicine businesses. DORA will oversee the training, regulating, and licensing of facilitators, who provide and supervise natural medicine services. DOR will oversee licensing of healing centers and other businesses involved in natural medicines, namely cultivation facilities, product manufacturers, and testing facilities. DORA will begin accepting natural medicine license applications on December 31, 2024.

The Senate Bill prohibits local jurisdictions from prohibiting natural medicine businesses through zoning restrictions, but the legislation allows local jurisdictions to enforce reasonable regulations regarding time, manner, and place. The proposed Text Amendment would add definitions, performance regulations, and changes to the Table of Uses that altogether regulate where and how natural medicine businesses may operate in Pueblo.

ANALYSIS:

The Planning and Community Development Department proposes to regulate natural medicine businesses in the City of Pueblo by first adding four new use definitions to Section 17-2-2 of the Pueblo Municipal Code: 1) Natural medicine healing center, 2) Natural medicine cultivation facility, 3) Natural medicine products manufacturer, and 4) Natural medicine testing facility. A healing center is where a participant may receive services from a state-licensed facilitator, who supervises the participant as they consume and experience the effects of regulated natural medicine products. As per state law, participants must be 21 years and older. A cultivation facility is a state-licensed entity that cultivates, prepares, and packages natural medicine products. The cultivation facility may not sell to consumers—only to product manufacturers or other cultivation facilities. A product manufacturer is a state-licensed entity that may purchase, manufacture, prepare, and sell natural medicine products to other natural medicine

manufacturers, but not to consumers. A testing facility is a state-licensed entity that may analyze and certify the safety and potency of natural medicine.

The four use definitions (healing center, cultivation facility, product manufacturer, and testing facility) would be added to Section 17-4-51, Permitted Use Table, to regulate where each use is permitted. A natural medicine healing center would be allowed as a use by-right in a Neighborhood Office (O-1), Multiple Residential and Office (R-5), Multiple Residential and Commercial (R-6), and all Business Districts (B-1 through B-4 & BP). The healing center would not be permitted in any solely residential Zone Districts (R-1 through R-3) or in the Historic and HARP Zone Districts (HB & HARP-1 through HARP-3). The other three uses—the cultivation facility, product manufacturer, and testing facility—are not permitted in any Residential Zone District. A testing facility, cultivation facility, and product manufacturer would be allowed as a use by-right in a Business Park (BP) and all Industrial Zone Districts (I-1 through I-3).

Finally, the proposed Text Amendment would add Sec 17-4-15, Natural Medicine, Business Performance Regulations, to Title XVII of the Pueblo Municipal Code. This Section would reiterate the four use definitions (healing center, cultivation facility, products manufacturer, and testing facility) and add five non-use definitions: natural medicine product, natural medicine services, participant, regulated natural medicine, regulated natural medicine product, and state licensing authority. The section would then create performance regulations for all natural medicine businesses. The first is that natural medicine businesses shall use an air filtration and ventilation system to confine odors to the premises. Second, all storage must be within a permanent structure on a fixed location on the ground. Third, no healing center shall be operated out of a building within 1,000 feet of a school that offers in-person classes, testing, and/or programs. “School” includes a childcare center, preschool, elementary, middle, junior, or high school. This buffer does not apply for healing centers located on land owned by the City of Pueblo or the State of Colorado, or for centers that were actively doing business under a valid license before the school was established. The final regulations address processing of natural medicine. It prohibits the use of hazardous materials—including, but not limited to, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases like butane—in the processing of natural medicine. Nonhazardous materials used for processing must be stored in a way that mitigates potential nuisance and ensures odors are not detectable beyond the property. Every step of processing must meet requirements of all City building and life/safety codes.

RECOMMENDATION:

If the Planning and Zoning Commission finds the proposed natural medicine definitions, performance regulations, and modified land use table are appropriate, staff recommends a recommendation of **APPROVAL** of the Text Amendment to be forwarded to City Council.

ATTACHMENTS:

- a. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION TWO OF CHAPTER TWO, SECTION FIFTEEN OF CHAPTER FOUR AND SECTION FIFTY-ONE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE.

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use definitions

...

(99.5) Natural Medicine:

a. *Natural medicine, healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator, as defined by state laws, and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

b. *Natural medicine, cultivation facility* means an entity which is licensed by the state licensing authority, that cultivates, prepares, and packages natural medicine products and sells natural medicine products to natural medicine stores, to natural medicine product manufacturing facilities, and to other natural medicine cultivation facilities, but not to consumers.

c. *Natural medicine, products manufacture*, means an entity which may purchase natural medicine; manufacture, prepare, and package natural medicine; and sell natural medicine products to other natural medicine product manufacturing facilities, but not to consumers.

d. *Natural medicine, testing facility* means an entity which may analyze and certify the safety and potency of natural medicine.

SECTION 2.

Section 17-4-15 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-15 Natural Medicine, Business Performance Regulations.

(a) Definitions. As used in this Code, unless the context otherwise requires:

- (1) *Natural medicine* means the following substances: psilocybin, or psilocin. It may include the following substances if, and only once they are approved by the state licensing authority: dimethyltryptamine, ibogaine, and/or mescaline but not peyote (*Lophophora williamsii* Lemaire). Natural medicine does not include any synthetic, or synthetic analog of these substances, and does not include a derivative of naturally occurring compound of natural medicine that is produced using chemical synthesis, chemical modification, or chemical conversion.
- (2) *Natural medicine business* means any of the following entities licensed under the State Regulatory Act and includes a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.
- (3) *Natural medicine healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator as defined by state laws and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.
- (4) *Natural medicine product* means a product infused with natural medicine that is intended for consumption as provided and defined by this code and state laws and regulations.
- (5) *Natural medicine services* means a preparation session, administrative session, and integration session, as provided by state laws and regulations.
- (6) *Participant* means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a licensed facilitator, as provided by state laws and regulations.
- (7) *Regulated natural medicine* means natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.
- (8) *Regulated natural medicine product* means a natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.
- (9) *State licensing authority* means the authority created under the Regulatory Act, state laws and regulations for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transfer, and dispensation of regulated natural medicine and regulated natural medicine product.

(b) Regulations

- (1) Natural medicine businesses shall use an air filtration and ventilation system designed to ensure that the odors from natural medicine and natural medicine products are confined to the premises and are not detectable beyond the property boundaries on which the facility is located.
- (2) All storage for natural medicine businesses shall be located within a permanent structure with a fixed location on the ground.

(3) No natural medicine business that provides natural medicine services shall operate out of a building that is within one thousand (1,000) feet of a childcare center; preschool; elementary, middle, junior or high school which offers in person classes, testing, and/or programs; or a residential childcare facility. The 1,000-foot distance requirement does not apply to a licensed natural medicine facility located on land owned by the City or the state of Colorado or apply to a licensed facility that was actively doing business under a valid license issued by the state licensing authority before the school or childcare facility was established.

(4) Processing of Natural Medicine:

- a. The processing of natural medicine that includes the use of hazardous materials, including, without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.
- b. Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located, or the exterior walls of the processing facility associated with the processing of natural medicine.
- c. The processing of natural medicine shall meet the requirements of all adopted City building and life/safety codes.

SECTION 3.

Section 17-4-51 of the Pueblo Municipal Code is hereby amended to read as follows:

...

(c) Permitted Use Table

Table of Uses																																						
USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																		
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COMMERCIAL USES																																						
Retail	Bakery, retail	(15)														S		C	C	P	P	P	P	P	P	C	C	C	C			P						
	Flea market	(57)																		S	S	S								S	S	P	S					
	Mobile home sales	(95)												S						S										S	S	S						
	Pawnshop	(108)												S					S	P	S	P								S	S	P						
	Pharmacy	(112)															C	S	C	C	P	P	P	C	C	C	C	C	C			P						
	Precious metal purchaser	(115)																		S	P	P	S									P						
	Reserved	(132)a.																																				
	Retail sales, big box	(132)c.																		S	P	P	P									P						
	Retail sales, building materials	(132)d.																			S	C	C	C							P	P	P					
	Retail sales, garden center	(132)e.																		C	P	P	P	P	S	S	S	S	S	S	S	S	P					
	Retail sales, general	(132)f.													P		S		C	P	P	P	P	P	S	P	P	P	P			P						
	Retail sales, liquor store	(132)g.													P					S	P	P	P	S		S	S	S	S			P						
	Retail sales, retail marijuana	(131)c.																			C	C	C									C	C					
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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

Acting City Clerk

**DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO**

Submitted November 21, 2024

Published November 26, 2024

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 11th day of December, 2024 in the **City Council Chambers**, 1 City Hall Place.

The Planning and Zoning Commission of Pueblo will hold a hearing for the following:

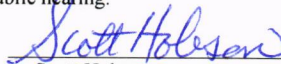
TA-24-01: An Ordinance amending Sections 17-2-2, 17-4-15, and 17-4-51 of the Pueblo Municipal Code relating to Natural Medicine.

The proposed text defines natural medicine uses, creates natural medicine use performance standards, and establishes natural medicine uses as permitted uses in certain zone districts.

A draft of the proposed text amendments will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will be available for viewing and printing, 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 amendments. 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 Text Amendment will be considered by the 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
Administrative Official
(719) 553-2259



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF \$750,000, ESTABLISHING PROJECT NUMBER PL2501, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$750,000 RELATING TO THE EPA BROWNFIELDS MULTIPURPOSE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a Cooperation Agreement and establishes the U.S. Environmental Protection Agency (EPA) Brownfields Multipurpose Grant Project, PL2501, and budgets and appropriates grant funds from the EPA, Grant Award No. 00I02100, in the amount of \$750,000.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The purpose of the Project is to conduct environmental assessments, hazardous materials reports, planning studies and cleanup planning for sites and corridors in the City of Pueblo. Specifically, the grant will conduct at least one cleanup of the El Centro del Quinto Sol Recreation Center. The grant also allows for broad redevelopment planning related to contamination and environmental justice in Pueblo's low- and moderate-income designated neighborhoods.

FINANCIAL IMPLICATIONS:

The funding source for the EPA Brownfields Multi-purpose Grant Project:

U.S. Environmental Protection Agency - Grant Award No. 00I02100...
\$750,000

This Project will require staff time from the Planning and Finance Departments for grant management and consultant oversight. The total grant award is \$1,000,000. Currently, \$750,000 is available and the remaining \$250,000 will be available in early 2025 and will be added to the existing Project. There is no city matching fund requirement for this grant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

It is anticipated that the grant will allow the City to create a Brownfields Advisory Committee, made up of business owners, citizens, non-profits, as well as local state agencies involved in public health and redevelopment. The grant will focus environmental assessments and redevelopment efforts within the low-and moderate-income designated neighborhoods, that primarily include Bessemer, East Side, and Downtown/West Side. Funds are also available for neighborhood wide, or site-specific, planning and redevelopment strategies.

ALTERNATIVES:

If the funding and Cooperative Agreement are not approved, the Project will not move forward.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Cooperative Agreement-EPA Grant Award No. 00I02100

ORDINANCE NO. 10885

AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF \$750,000, ESTABLISHING PROJECT NUMBER PL2501, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$750,000 RELATING TO THE EPA BROWNFIELDS MULTIPURPOSE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Cooperative Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the U.S. Environmental Protection Agency (EPA), Grant Award No. 00I02100, a copy of which is attached, having been approved to form by the City Attorney, is hereby approved.

SECTION 2.

Project No. PL2501, EPA Brownfields Multi-Purpose Grant Project, is hereby established.

SECTION 3.

Subject to encumbrances by the EPA, funds from Grant Award No. 00I02100 in the amount of \$750,000 are hereby budgeted and appropriated for the EPA Brownfields Multi-Purpose Grant Project, PL2501.

SECTION 4.

The Mayor 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.

SECTION 5.

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 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 January 13, 2025.

Final adoption of Ordinance by City Council on January 27, 2025.

DocuSigned by:

B7A4F51B23AB462...

President of City Council

Action by the Mayor:

☒ Approved on 1/29/2025 | 6:32 PM MST.

☐ 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

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 00I02100 MODIFICATION NUMBER: 0 PROGRAM CODE: 4B	DATE OF AWARD 08/12/2024
		TYPE OF ACTION New	MAILING DATE 08/15/2024
		PAYMENT METHOD: ASAP	ACH# 80429
		RECIPIENT TYPE: Municipal	
RECIPIENT: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION DEPARTMENT OF FINANCE PUEBLO, CO 81002-1427 EIN: 84-6000615		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
PAYEE: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION 211 East Pueblo, CO 81003-3488			
PROJECT MANAGER Alexandria Romero #1 CITY HALL PLACE PUEBLO, CO 81002 Email: aromero@pueblo.us Phone: 719-553-2656	EPA PROJECT OFFICER Stacey Eriksen 1595 Wynkoop St Denver, CO 80202-1129 Email: Eriksen.Stacey@epa.gov Phone: 303-312-6692	EPA GRANT SPECIALIST John Hurla Grants, Acquisitions and Inter-Agency 1595 Wynkoop St Denver, CO 80202-1129 Email: hurla.john@epa.gov Phone: 303-312-7047	
PROJECT TITLE AND DESCRIPTION Pueblo Y Zone Multipurpose See Attachment 1 for project description.			
BUDGET PERIOD 10/01/2024 - 09/30/2029	PROJECT PERIOD 10/01/2024 - 09/30/2029	TOTAL BUDGET PERIOD COST \$ 1,000,000.00	TOTAL PROJECT PERIOD COST \$ 1,000,000.00
NOTICE OF AWARD Based on your Application dated 11/09/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 750,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 750,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 8, Environmental Protection Agency, Region 8 1595 Wynkoop Street Denver, CO 80202-1129		ORGANIZATION / ADDRESS U.S. EPA, Region 8, Environmental Protection Agency, Region 8 R8 - Region 8 1595 Wynkoop St Denver, CO 80202-1129	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Lindsay Seeger			DATE 08/12/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 750,000	\$ 750,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 750,000	\$ 750,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) & 104(k)(5)(e) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2408PBB022	24	E4SD	08P0AG7	000D79X89	4114	-	-	\$ 750,000
									\$ 750,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 6,000
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 994,000
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 1,000,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,000,000
12. Total Approved Assistance Amount	\$ 1,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 750,000
15. Total EPA Amount Awarded To Date	\$ 750,000

Attachment 1 - Project Description

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding for the City of Pueblo to conduct eligible planning, assessment, and remediation activities as authorized by CERCLA 104(k)(4) in Pueblo Colorado. Specifically, this agreement will provide funding to the recipient to plan, inventory, characterize, assess, conduct cleanup planning and community involvement activities, and remediate sites. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities, will create a community involvement plan and administrative record for each site that is remediated, and will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES). Oversight and supervision of the grant. Activities include procuring the Qualified Environmental Professional (QEP), conducting regular meetings with the QEP and US EPA, reporting to the City Council and Administration, output tracking, Assessment Cleanup Redevelopment Exchange System (ACRES) database entries, financial tracking, eligibility determinations, review reports, review of Disadvantage Business Enterprise (DBE) allocations, quarterly program reports to US EPA, a final comprehensive report, and attending EPA Brownfield conferences and related workshops. Other tasks include a brownfields inventory, community engagement, re-use/area-wide planning, environmental assessments, cleanup planning, and site cleanup. Oversight and supervision of the grant. Activities include procuring the Qualified Environmental Professional (QEP), conducting regular meetings with the QEP and US EPA, reporting to the City Council and Administration, output tracking, Assessment Cleanup Redevelopment Exchange System (ACRES) database entries, financial tracking, eligibility determinations, review reports, review of Disadvantage Business Enterprise (DBE) allocations, quarterly program reports to US EPA, a final comprehensive report, and attending EPA Brownfield conferences and related workshops. Other tasks include a brownfields inventory, community engagement, re-use/area-wide planning, environmental assessments, cleanup planning, and site cleanup. The result of five years of attention, study, and redevelopment from the City, EPA, State and Local agencies in concert and informed by local residents have determined that the reuse of existing historic buildings for housing and supported uses, as well as the assemblage of difficult to arrange properties, is critical in the Target Areas. The cleanup of the El Centro site will enhance and expand offerings at the Eastside's only community center. Cleanup planning at the City's only national historic landmark site will retain the steel heritage in the Bessemer neighborhood. Reuse of the Plant 5 & 6 site, and consolidation of the Land Board properties will foster redevelopment and retain a key historic structure. The Area Wide plans will result in a citizen informed strategy to remedy vacant commercial properties and blight at the Eastside and Bessemer neighborhoods. Documents include an updated brownfields inventory, Phase I and IIs, area-wide plans, analysis of brownfields cleanup alternatives, all-appropriate inquiry forms, and a community involvement plan. Outcomes include a brownfields advisory committee, community meetings, and at least one cleaned up site in Pueblo, Colorado. No subawards are included in this assistance agreement.

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and GS John Hurla at Hurla.John@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): GS John Hurla at Hurla.John@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: PO Stacey Eriksen at Eriksen.Stacey@epa.gov and GS John Hurla at Hurla.John@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: PO Stacey Eriksen at Eriksen.Stacey@epa.gov

B. Contingent Funding

Insert for incrementally funded agreements

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

Programmatic Conditions

FY24 Brownfields Community-wide Assessment Cooperative Agreement for States and Tribes

Infrastructure Investment and Jobs Act Funds

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k) and the Infrastructure Investment and Jobs Act (IIJA).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2024 competition for Brownfield Assessment cooperative agreements.

2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.

3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), applicable federal laws and requirements include 2 CFR Part 200.

4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

6. The recipient agrees to have financial management and programmatic management systems in place to:

- a. Track and report on expenditures of IIJA funds.
- b. Track and report outputs and outcomes achieved with IIJA funds.

II. SITE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the geographic boundary described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

A. Eligible Brownfield Site Determinations

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

i. the State determines there is “no viable responsible party” for the site;

ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and

iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

i. the identity of the State program official contacted;

ii. the State official's telephone number;

iii. the date of the contact; and

iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 36 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

- at least 15% of funds have been drawn down and disbursed for eligible activities;
- a Qualified Environmental Professional(s) has been procured;
- assessments on at least two of the ten minimum required sites have been initiated;
- community engagement activities have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 36 months is indicated when:

- at least 45% of funds have been drawn down and disbursed for eligible activities;
- assessments on at least five of the ten minimum required sites have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.

- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
 - c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
 - d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)
 - e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.
- Substantial involvement may also include, depending on the direction of the EPA Project Officer:
- f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:
 - i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.
 - ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.
 - iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative

agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

g. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.

h. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bid, scopes of work and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.

i. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)

j. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.

b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.

c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR shall assess a minimum of 10 sites within at least three target areas, including at least one site in each target area identified in the workplan.

2. All additional sites selected for eligible activities during the period of performance (i.e., sites that were not identified in the original workplan) must meet the following requirements:

a. Consistent with the FY24 Community-Wide Assessment Grant for States and Tribes Grant Guidelines, criteria for selecting additional sites must be located within an underserved community^[1] or disadvantaged census tract as identified through the Climate and Environmental Justice Screening Tool (CEJST), in addition to considering the prioritization criteria identified in the FY24 application, the workplan, or developed during implementation of the workplan. Note, criteria developed during the implementation of the workplan must lead to the CAR addressing sites in areas with similar characteristics as the areas discussed in the FY24 application. Recognizing that some communities do not favor the term “disadvantaged,” EPA is using the term “underserved communities,” which includes disadvantaged communities for the purposes of this T&C. Grant recipients may identify a community as “underserved” by using one or more of the approaches or geospatial mapping tools below:

i. Climate and Economic Justice Screening Tool (CEJST): <https://screeningtool.geoplatform.gov/en/>. This tool was developed by the Council on Environmental Quality (CEQ) to help Federal agencies identify disadvantaged census tracts that are marginalized, underserved, and overburdened by pollution.

ii. EJScreen's Supplemental Indexes: <https://www.epa.gov/ejscreen>. EPA's EJScreen is an environmental justice mapping and screening tool that provides EPA with a nationally consistent dataset and approach for combining environmental and demographic indicators. EJScreen's [Supplemental Indexes](#) focus on race-neutral factors, and can help the CAR consider which sites to select without raising equal protection concerns.

iii. The State's own definition of a “disadvantaged” or “underserved” community, provided that the definition does not lead to governmental benefits being distributed based in whole or in part on race, national origin, or sex. This may or may not include the use of a State geospatial mapping tool.

iv. Datasets or geospatial mapping tool(s) that represent an indicator(s) listed under E.7. of the [“FY24 Frequently Asked Questions for Brownfields Multipurpose, Assessment, RLF, and Cleanup \(MARC\) Grants.”](#) The definition and indicators included in the FY24 FAQs are from the interim guidance on Justice40 that the Office of Management and Budget (OMB), CEQ, and the National Climate Advisor provided to federal agencies on July 20, 2021.

b. At least one site must be in a metropolitan statistical area and at least one site must be in a non-metropolitan statistical area as provided at <https://www.huduser.gov/portal/datasets/geotools.html>.

3. If the CAR's workplan includes eligible planning activities to prepare a brownfield site for reuse (see <https://www.epa.gov/brownfields/information-eligible-planning-activities> for eligible planning activities), the CAR must demonstrate meaningful community engagement in the reuse planning of brownfields assessed under the grant. Meaningful community engagement is demonstrated by actively including local nonprofit organizations, citizen leaders, or similar local groups/entities in brownfield reuse planning.

4. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. This requirement also applies to procurement processes that were completed before the award of this cooperative agreement. See the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

5. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.

6. *Subawards* are defined at 2 CFR § 200.1. The CAR shall not subaward to for-profit organizations or individual consultants. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR §§ 200.317 through

200.327. The CAR must obtain written approval from the EPA Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR § 200.308.

In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition. Recipients may consult EPA's [Subaward Policy](#) and [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) for additional guidance. The Best Practice Guide provides information on distinguishing between subawards and procurement contracts.

7. The CAR agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its workplan. If the proposed leveraging does not materialize during the period of award performance, and the CAR does not provide a satisfactory explanation, EPA may consider this factor in evaluating future applications from the CAR. In addition, if the proposed leveraging does not materialize during the period of award performance, then EPA may reconsider the legitimacy of the award. If EPA determines that the CAR knowingly or recklessly provided inaccurate information regarding the leveraged funding in its FY24 application, EPA may take action as authorized by 2 CFR Parts 200 and 1500, and/or 2 CFR Part 180 as applicable.

8. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient

to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

9. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Performance Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. Initially, quarterly performance reports will be submitted via email or via the optional Quarterly Reporting function tool within the Assessment, Cleanup and Redevelopment Exchange System (ACRES). However, once EPA has developed and incorporated the updated Quarterly Performance Reporting tool into ACRES, the CAR agrees to use this tool to input quarterly performance reports directly into ACRES within 30 days after each reporting period (the EPA Project Officer will notify the CAR when use of this tool in ACRES is required). The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter). If a due date falls on a weekend or holiday, the report will be due on the next business day.

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, Revision of budget and program, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person.)

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Assessment Quarterly Report function. Quarterly performance reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the properties where assessment and/or planning activities were performed and/or completed during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The budget summary table must include costs that are charged to the "other" budget object class category (e.g., participant support costs, subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers^[2] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

Note: ACRES reporting requirements can change over time, based on expansion of EPA's information collection authority, and the CAR is responsible for complying with the latest ACRES reporting requirements at the time of each quarterly performance report. The EPA Project Officer will notify the CAR when ACRES reporting requirements, specific to Brownfields Assessment, change.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see Section III.E. below).

3. If the workplan and budget for this agreement include subawards, the CAR is a pass-through entity under the “Establishing and Managing Subaward” General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under [2 CFR § 200.332\(d\)](#), including the following information on subawards as part of the CAR's quarterly performance reporting:

- a. Summaries of results of reviews of financial and programmatic reports;
 - b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance;
 - c. Environmental results the subrecipient achieved;
 - d. Summaries of audit findings and related pass-through entity management decisions, if any; and
 - e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR § 200.332\(e\)](#), [2 CFR § 200.208, *Specific conditions*](#), and [2 CFR § 200.339, *Remedies for Noncompliance*](#).
4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess the specific properties under this cooperative agreement.
5. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (e.g., assessments started, reuse planning activities started) and any final accomplishments (e.g., assessments completed, clean up required, contaminants found, institutional controls required, engineering controls required) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites; conduct outreach and community engagement; and for reasonable participant support costs associated with one community liaison per target area identified in the selected FY23 application. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).

- b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
 - c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
 - d. Preparing a Community Involvement Plan which includes reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.
 - e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
 - f. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]
 - g. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community engagement pertaining to the assessment activities.
3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **\$100,000**. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.328;
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

4. If authorized in the EPA approved scope of work and budget narrative, the CAR may use a portion of the Assessment Grant for eligible participant support costs associated with one community liaison per target area who is not an employee of the CAR or the CAR's contractor(s) or subrecipient(s). Additional target areas cannot be added to the project for the purpose of using participant support costs to fund additional community liaisons. Eligible participant support costs may include reasonable stipends to compensate an individual community member's time and travel costs for participating in project-related meetings (e.g., meetings with the community, meetings held by a brownfields advisory board, etc.) and time associated with other specific tasks that are directly tied to related community engagement efforts. Stipends may only be paid for actual time spent working on tasks associated with the project and must not duplicate support provided through other Federal, state, tribal, or local programs.

A CAR that uses participant support costs must follow the process described in their EPA-approved workplan (or in a separate process approved by EPA post-award) for determining the amounts of allowable stipend(s), procedures for accounting for participant support cost payments (including receipts), and documenting that the costs are allowable and do not duplicate other support for the individual(s). Additional information on these requirements for the use of participant support costs is available in [EPA's Guidance on Participant Support Costs](#).

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

a. Cleanup activities;

b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);

c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing

cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;

d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;

e. To pay for a penalty or fine;

f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;

g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;

h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and

i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR § 1500.8(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.

2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activities are charged to this agreement.

3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.

a. For interest earned on advances, CARs are subject to the provisions of 2 CFR § 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.

b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.8, as applicable.

c. Interest earned on program income is considered additional program income.

d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).

4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.

5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events and changing climate conditions (e.g., sea level rise, drought, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

B. Quality Assurance (QA) Requirements

1. As applicable and in accordance with 2 CFR 1500.12, the recipient shall continue to implement and adhere to the Quality Management Plan (QMP) approved by EPA Region 8. In accordance with EPA QA/S-1: EPA Requirements for Quality Management Plans, CIO 2105-S-1 (QA/S-1) Section 6, the recipient must review its QMP annually for the 5-year life of the QMP to reconfirm the suitability and effectiveness of the approved quality management practices. The recipient shall document the review using the Region 8 QMP Crosswalk. In the QMP Crosswalk the recipient shall identify the specific page

number(s) and section(s) of the QMP that addresses the corresponding required QMP element in QA/S-1. QMP review results and/or revisions made must be submitted to the EPA Project Officer and Regional Quality Assurance Manager annually. Significant changes made to the quality system that affect the performance of work for the Agency requiring the revision of an approved QMP are listed in EPA QA/S-1 Section 6 and require submission of the QMP and completed Region 8 QMP Crosswalk for review and approval by the EPA Project Officer and Regional Quality Assurance Manager. This quality assurance requirement applies to all grants and agreements that involve environmental information operations (*i.e.*, the collection, production, evaluation or use of environmental information by and for EPA and/or the design, construction, operation, or application of environmental technology by EPA.

2. A Quality Assurance Project Plan (QAPP) is a record of determinations made during planning by the organization of the data type, quality, and quantity necessary to meet project objectives and the quality assurance and quality control procedures, specifications, and documentation that the recipient will use to ensure the desired results. The recipient agrees to document in a QAPP the quality assurance (QA), quality control (QC), and technical activities that must be implemented to ensure that the project objectives are met. Each QAPP has a maximum period of performance of 5 years.

3. Recipients implementing environmental programs within the scope of the assistance agreement must submit a QAPP to the EPA Project Officer and EPA QA reviewer no later than 90 days after award—unless the Region 8 EPA-approved QMP has made such an authorized QAPP approval delegation, based on procedures documented in the QMP. The QAPP shall be prepared for each project in accordance with (IAW) EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. For each QAPP, complete the Region 8 QA Document Review Crosswalk (QAPP Review Crosswalk). In the QAPP Crosswalk the recipient shall identify the specific page number(s) and section(s) of the QAPP that addresses the corresponding required QAPP element in QA/R-5, including a detailed explanation for any elements considered not applicable to the grant. The recipient shall submit the completed crosswalk with the QAPP to the EPA Project Officer and QA Reviewer for EPA review and approval—unless the EPA-approved QMP authorizes QAPP approval delegation. Multiple QAPPs may be prepared as directed in the Work Plan and EPA Project Officer or based on procedures documented in the EPA-approved QMP if EPA has made such an authorized delegation.

4. The recipient agrees to ensure that no environmental information operations (defined in QA T&C #1) may occur until the QAPP is reviewed and approved by the EPA Regional Quality Assurance Regional Manager or their delegate (or the recipient, if the Region 8 EPA-approved QMP authorizes QAPP approval delegation based on procedures documented in the QMP).

5. If the grant recipient issues a subaward, the grant recipient shall ensure that subawards involving EIO include appropriate quality requirements for the work. The grant recipient is responsible for developing and implementing project-level planning documents in accordance with these Terms and Conditions, and for ensuring that subaward recipients implement all applicable approved QA planning documents.

6. The recipient must review the current QAPP(s) annually to reconfirm its suitability and effectiveness. The recipient shall document the review using the Region 8 QA Document Review Crosswalk (QAPP Review Crosswalk). In the QAPP Review Crosswalk the recipient shall identify the specific page number (s) and section(s) of changes to the approved version of the QAPP and include a description of what changed and why in the crosswalk element's comment box. QAPP Review Crosswalks and/or revised QAPPs must be submitted to EPA Project Officer and QA reviewer annually no later than 60 days prior to the anniversary date of each QAPP's approval date (unless the EPA authorizes QAPP approval delegation based on procedures documented in the EPA-approved QMP). Significant changes to the project require the recipient to modify the QAPP and submit the updated QAPP as a new document as described in Section 3.

7. A copy of the approved QAPP(s) must be submitted to the EPA Project Officer by posting the QAPP to the appropriate site or other electronic document transfer platform agreed to by the PO. The approved QAPP(s) must be retained within the recipient's official records for this agreement.

8. Annually and as is required for any organization that is implementing a quality program through a Region 8 EPA-approved QMP, the recipient shall submit an Annual QA Report to the EPA Project Officer and Regional QA Manager. The Annual QA Report is due August 31st of each year. The Annual QA Report shall summarize a review of the State agency's quality program, including: • Documented review of the QMP using the EPA Region 8 QMP Crosswalk, and the recipient shall submit a revised/updated QMP if a revision or update is necessary due to significant changes to the State agency's quality program;

- Listing of QA training provided within the State agency for the reporting cycle including the training provider, dates of training, and number of attendees;
- Identification of all QA documents including status (current, reviewed, approved, cancelled, or backlogged) and whether the QA document is for new or continuing projects;
- Reporting of all assessments conducted in the reporting cycle and the corrective actions taken to resolve any findings; and
- Reporting if there are real or perceived risks or vulnerabilities in the quality system that need to be addressed or if support is needed from EPA Region 8.

9. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the recipient agrees to demonstrate competency prior to carrying out any activities under the award involving environmental information operations (*i.e.*, the collection, production, evaluation or use of environmental information and/or the design, construction, operation, or application of environmental technology). The recipient shall maintain competency for the duration of the agreement's period of performance, and this will be

documented during the annual reporting process. To access the Policy and other information about the Policy, visit http://www.epa.gov/fem/lab_comp.htm. A copy of the Policy is available directly at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements>, or a copy may be requested by contacting the EPA Project Officer for this award.”

C. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the South Dakota Department of Agriculture & Natural Resources

received financial support from the EPA under an Assistance Agreement per the term and condition described in Section V.C.1.a. above. More information is available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

c. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden's Bipartisan Infrastructure Law.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at <https://www.epa.gov/invest/investing-america-signage>.

d. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs

are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-21 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*" (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*" (Publication Number: EPA 560-F-23-004 (or the latest available publication)). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and

must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed “*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment and Multipurpose Grant Recipients*” (Publication Number: EPA 560-F-23-017 (or the latest available publication)) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at <https://www.epa.gov/brownfields/all-appropriate-inquiries-reporting-requirements-checklist-assessment-grant-recipients>. The completed checklist must include:

- a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

- b. An identification of “***significant***” ***data gaps*** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

- c. ***Qualifications and signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part.”
 - “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I/my” or “We/our.”

- d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-21 or the latest recognized ASTM standard at the time the assessment is performed).

Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR § 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA-approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA's transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.
 - a. The CAR must submit the following documentation:
 1. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.
 2. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.
 - b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

Davis-Bacon Term and Condition for Brownfields

1. Program Applicability

1. **Program Name:** Brownfields Program

2. **Statute:** Brownfields Direct Cleanup and Revolving Loan Fund Grants authorized by 42 U.S.C. 9604(k) are subject to Davis-Bacon and Related Acts (DBRA) as provided in 42 U.S.C. 9604(g)

3. Activities subject to Davis-Bacon:

1. **Brownfield Sites Contaminated with Hazardous Substances:** All construction, alteration, and repair activity involving the remediation of hazardous substances is subject to DBRA. This includes:
 - Excavation of contaminated soil;
 - Construction of caps, barriers, and structures which permanently house treatment equipment;
 - Installation of water supply wells/piping/connections;
 - Abatement of contamination in buildings; and
 - Demolition (if followed by new construction).

2. **Brownfield Sites Contaminated with Petroleum:** DBRA prevailing wage requirements apply when the project includes:

- Excavation of contaminated soil and/or tank removal if followed by paving and concrete replacement, or if it is an extensive soil excavation project;
- Construction of caps, barriers, and structures which permanently house treatment equipment; and
- Installation of water supply wells/piping/connections and related excavation and replacement of contaminated soil.

4. **Prevailing Wage Classification (e.g., Heavy Construction, Residential, Commercial) (optional):**

- **Heavy Construction:** EPA has determined the “Heavy Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments to existing contractors for:
 - Excavation and removal of contaminated soil;
 - Construction of caps or barriers;
 - Replacement of paving and concrete; and
 - Installation of water supply wells/piping/connections.
- **Building Construction:** EPA has determined the “Building Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the construction of:
 - Demolition (if followed by new construction);
 - Construction of structures which permanently house treatment equipment; and
 - Abatement of contamination in buildings (other than residential structures less than 4 stories in height).
- **Residential Construction:** EPA has determined the “Residential Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height.

2. **Davis-Bacon and Related Acts**

[DBRA](#) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more

- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. Recipient Responsibilities When Entering Into and Managing Contracts:

1. Solicitation and Contract Requirements:

1. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.
2. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

2. After Award of Contract:

1. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5 \(a\)\(1\)\(iii\)](#).
2. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

1. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#).”

2. **Provide Oversight to Ensure Compliance with DBRA Provisions:** Recipients are responsible for oversight of subrecipients, and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

[\[1\]](#) When EPA uses the term “underserved communities” it has the meaning defined in Executive Order 13985: *Advancing Racial Equity And Support For Underserved Communities Through The Federal Government*, which defines “underserved communities” as “populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life as exemplified in the preceding definition of equity”. As described in the Executive Order, the term “equity” means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, which may include Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. It also includes “communities environmentally overburdened,” that is, a community adversely and disproportionately affected by environmental and human health harms or risks, and “disadvantaged, communities” as referenced in Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*, and defined in Office of Management and Budget's Memo M-21-28: Interim Implementation Guidance for the Justice40 Initiative.

[\[2\]](#) Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Barb Huber, Fire Chief
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY CONVERTING THREE (3) FULL-TIME VACANT FIRE FIGHTER POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

SUMMARY:

The Fire Chief, with Mayor Graham's approval requests the conversion of three (3) full-time vacant Firefighter positions to three (3) Fire Engineer positions.

The conversion of the vacancies is the final piece of the department staffing realignment associated with the addition of new Fire Station 11 and the relocation and re-build of Stations 6 and 8 in 2025. The 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 and ensure a smooth transition into the modified deployment of resources resulting from the station changes.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, Ordinance No. 10794 was approved as phase one of staffing changes for Fire Station 11 – converted eight vacant Firefighter positions to three (3) Assistant fire Chief positions and five (5) Fire Lieutenant positions within the authorized staffing of the Fire Department for 2024.

On September 23, 2024, Ordinance No. 10795 was approved as phase two of staffing changes for Fire Station 11 – added one (1) full-time Fire Lieutenant position to the authorized staffing of the Fire Department for 2024.

On December 9, 2024, Ordinance No.10852 was approved by City Council. This Ordinance

provided authorized staffing for Fiscal Year 2025 which included six (6) new Fire Department positions for Fire Station 11 – added three (3) Fire Captains and three (3) Emergency Medical Officers (Paramedics).

BACKGROUND:

On August 19, 2024, City Council was briefed during a work session about Fire Department changes associated with new Fire Station 11 and the relocation and re-build of two other stations. This presentation outlined how the Fire Department was preparing to expand the number of stations for operation in 2025 and how the phased recommended staffing changes have been a significant need for the City and community and will improve ISO (insurance) ratings.

Staffing changes approved by City Council in fourth quarter of 2024 represented the first and second phases necessary to staff the new Fire Station 11. The third and final phase of the staffing is to convert three (3) vacant Firefighter positions to Fire Engineers to cover the three shifts (A, B and C) for the new Fire Station 11. The rest of staffing is in place, as previously approved to allow for the opening of the new station and to add immediate benefit to the community. This change does not negatively impact any operations at the Firefighter level and staffing will be adequate at the proposed level.

A summary of the staffing changes previously approved in 2024 and in the annual; budget and staffing ordinance for 2025 are outlined below. Finally, the change requested by this ordinance (in red) is included in the chart below:

Pueblo Fire Department Staffing Chart			
Rank/Title	Staffing Levels January 1, 2025	Staffing Levels January 27, 2025 (if ordinance approved)	Explanation Notes/Actions
Fire Chief	1	1	
Deputy Fire Chief	2	2	
Assistant Fire Chief	6	6	APPROVED: Convert 3 vacant Firefighter Positions - ordinance in September 2024
Fire Captain	36	36	APPROVED: Add 3 FTES in 2025 (January 1, 2025)
Fire Lieutenant	6	6	APPROVED: Convert 5 vacant Firefighter Positions, Add 1 FTE - ordinances in September 2024
Emergency Medical Officer	34	34	APPROVED: Add 3 FTES in 2025 (January 1, 2025)
Fire Engineer	36	39	Convert 3 vacant Firefighter Positions by ordinance January 2025.
Fire Inspector	3	3	
Firefighters	36	33	Final conversion of vacancies, maintains adequate staffing @ FF rank
Civilian Support Positions	4	4	
TOTAL	164	164	

FINANCIAL IMPLICATIONS:

There is no net change in staffing for the Fire Department because existing funded vacant positions are being converted. No additional funding is required for the remainder of 2025 as the result of salary savings associated with unavoidable delays in promotions to higher ranks.

Current Class	Action	New Class	Annual Cost Difference*	6 months of Cost*
Firefighter	Conversion	Fire Engineer	\$35,669	\$17,834
Firefighter	Conversion	Fire Engineer	\$35,669	\$17,834
Firefighter	Conversion	Fire Engineer	\$35,669	\$17,834

**Cost includes salary difference for converted positions plus all related benefits (health, dental, pension, life insurance, Medicare)*

The total cost of the converted positions is approximately \$53,503 which can be covered by salary savings. This assumes promotions into the positions would occur no earlier than mid-year, 2025

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 result in insufficient staffing to open Station 11’s three shifts which all require a Fire Engineer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10886

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY CONVERTING THREE (3) FULL-TIME VACANT FIRE FIGHTER 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. 10852, being the 2025 Staffing Ordinance, is amended as follows:

<u>Fire</u>	
Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	6
Fire Captain	36
Fire Lieutenant	6
Emergency Medical Officer	34
Fire Engineer	[36] <u>39</u>
Fire Inspector	3
Firefighter	[36] <u>33</u>
Administrative Technician	1
Community Risk Reduction Coordinator	1
Community Outreach Specialist	1
Senior Office Assistant	1
Total	164

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 2025 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 January 13, 2025.

Final adoption of Ordinance by City Council on January 27, 2025.

DocuSigned by:

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President of City Council

Action by the Mayor:

☒ Approved on 1/29/2025 | 6:31 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:

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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



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: January 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Brian McCain, Chief of Staff
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE RELATING TO AND PROVIDING FOR AN
ENHANCED TUITION REIMBURSEMENT PROGRAM FOR CITY
EMPLOYEES

SUMMARY:

Mayor Graham requests approval to extend, on a temporary basis, the previously approved Enhanced Tuition Reimbursement Program for City employees. The original program began on January 1, 2022, and ended December 31, 2024.

This ordinance seeks to extend the existing program from January 1, 2025, through December 31, 2027.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10086 was approved by City Council on December 27, 2021, and approved the implementation of the Enhanced Tuition Reimbursement Program.

BACKGROUND:

Prior to the approval of the current Enhanced Tuition Reimbursement Program, tuition reimbursement was dictated by provisions contained in collective bargaining agreements and in Pueblo Municipal Code:

- Pueblo Municipal Code 6-8-7 – Reimbursement of no more than 80% of tuition, fees, and book costs for full-time employees upon successful completion of an approved course or courses in education or vocational training.
- International Association of Firefighters Local #3 - Reimbursement of no more than 75% of tuition, fees, and book costs for full-time employees upon successful completion of an approved course or courses in education or vocational training. Must achieve a grade of "C" or better and the maximum that can be reimbursed

is two thousand (\$2,000) per year per person.

- International Brotherhood of Police Officers Local #537 – Reimbursement of no more than 75% of tuition, fees and books paid for by the employee.
- Pueblo Association of Government Employees – Reimbursement of no more than 80% of tuition, fees, and book costs for full-time employees upon successful completion of an approved course or courses in education or vocational training. Must achieve a grade of C or better and the course must be related to improve competence in the job and be of value to the employee's City service. Courses that are unrelated to the employees' job may be approved, but the reimbursement amount is 50% of the cost of tuition, fees, and books.

Prior to the implementation of the Enhanced Tuition Reimbursement Program, reimbursement was not routinely available to employees because of a lack of available funding. The collective bargaining agreement provisions for reimbursement are dependent on the City having available funding to reimburse related expenses.

The City Council approved Enhanced Tuition Reimbursement Program began on January 1, 2022, and ended December 31, 2024, and reimbursed up to 100% of tuition, fees and books for approved, job-related education courses and vocational training up to a maximum of two thousand (\$2,000) dollars per person, per year during the program. The course training must be related to the City employee's work, be designed to improve competence in the job and be of value to the City. The program expanded eligibility to include Classified, non-bargaining unit employee but also Unclassified employees to include part-time temporary employees.

Participating employees are required to execute an agreement in advance of receiving the reimbursement to include a repayment provision if they leave employment for a period following reimbursement under the program. Employees in six City departments (Mayor's Office, Municipal Court, Finance, Fire, Public Works and Parks and Recreation) have taken advantage of this program and feedback has been positive about extending the program beyond the initial program period.

The City continues to strive to maintain status as an employer of choice to both attract and retain highly qualified employees. In the current job market, this is more important than ever as the talent pool is shrinking, and job opportunities are growing.

Tuition reimbursement programs reduce turnover costs. Employees who are offered tuition reimbursement usually stay longer with employers and bring the benefit of new skills to the workplace to directly impact operations. Continued learning also prepares employees for promotional opportunities and therefore also enhances commitment to the employer and a career in local government. The employees of the City are our most valuable assets. A trained and educated workforce is important in meeting the

City's core mission of efficiently and effectively delivering services to the citizens of our community.

It is for these reasons, that Mayor Graham is proposing to extend the Enhanced Tuition Reimbursement Program on a temporary basis retroactive to January 1, 2025, through December 31, 2027.

FINANCIAL IMPLICATIONS:

Funding for the program will come from funding at the department level. It is not known how much the extended program will cost as program participation is not yet known during the extension period.

For the initial program period the following expenditures were connected to the program:

Enhanced Tuition Reimbursement Program 2022-2024 Costs

Department	2022	2023	2024	Total
Mayor's Office	\$ -	\$ 980.00	\$ -	\$ 980.00
Municipal Court	\$ -	\$ 1,350.00	\$2,000.00	\$ 3,350.00
Finance	\$ -	\$ 400.80		\$ 400.80
Fire	\$ -	\$ 3,470.70		\$ 3,470.70
Public Works	\$4,218.88	\$ 2,000.00	\$2,000.00	\$ 8,218.88
Parks & Recreation	\$ -	\$ 1,871.65	\$ -	\$ 1,871.65
Total	\$4,218.88	\$10,073.15	\$4,000.00	\$18,292.03

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Leadership of the International Association of Firefighters Local #3, International Brotherhood of Police Officers Local #537 and the Pueblo Association of Government Employees were provided with a copy of the attached ordinance and a required waiver to continue offering the program to their membership. Both the Police and Fire unions have indicated they are supportive of the extension and if this ordinance passes will execute the waiver.

The Pueblo Association of Government Employees has chosen not to participate in this program moving forward and has declined to execute a waiver.

ALTERNATIVES:

The no action alternative would be to allow the Enhanced Tuition Reimbursement Program to expire and instead continue reimbursement provisions within the collective bargaining agreements and Pueblo Municipal Code which offer lesser benefit than the Enhanced Tuition Reimbursement Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

RDINANCE NO. 10887

AN ORDINANCE RELATING TO AND PROVIDING FOR AN
ENHANCED TUITION REIMBURSEMENT PROGRAM FOR CITY
EMPLOYEES

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

SECTION 1.

Subject to available appropriation and funds, the Mayor is authorized to reimburse a City Employee up to \$2000 annually for tuition, fees and expenses related to successful completion of an approved course or courses in educational or vocational training. The course training must be related to City Employee's work, be designed to improve competence in the job and be of value to the City. Successful completion means that a grade of "C" or better or "Pass" must be achieved to be eligible for reimbursement. As used in this Ordinance, the term "City Employee" shall mean any Classified, Non-bargaining unit employee and any Unclassified employee other than part-time seasonal employees. The term "City Employee" shall also include any Classified, Bargaining unit employee, if and to the extent that the sole and exclusive bargaining agent for such employee has executed an appropriate waiver or agreement approved by the City which is consistent with and subject to the requirements and limitations of this Ordinance.

SECTION 2.

The decision to authorize or not authorize a reimbursement request shall be at the discretion of the Mayor and shall not be subject to appeal or grievance under City ordinance including but not limited to the grievance procedure set forth in Chapter 11 of Title VI of the City Code.

SECTION 3.

As a condition precedent to approval of any application for or receipt of any reimbursement authorized under this Ordinance, City Employee shall execute a Tuition Reimbursement Agreement ("Agreement") in substantially the same form as is hereto attached. The Mayor is authorized to execute any such Agreement for and on behalf of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 4.

Any provision of any ordinance of the City in conflict with this Ordinance shall be suspended and shall be superseded by this Ordinance during the period from the effective date of this Ordinance through the date this Ordinance is repealed as provided in Section 6.

SECTION 5.

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

Mayor is expressly authorized to adopt policies and procedures appropriate to extending the tuition reimbursement program contemplated by this Ordinance.

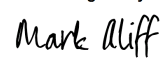
SECTION 6.

This Ordinance shall become effective on January 1, 2025, and shall be automatically repealed on December 31, 2027.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 13, 2025.

Final adoption of Ordinance by City Council on January 27, 2025.

DocuSigned by:

B7A4E51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 1/29/2025 | 6:31 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

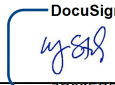
☐ Council did not act to override the Mayor's veto.

☐ 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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 27, 2025

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 ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 1 ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 79.80-ACRES OF LAND LOCATED NORTH OF STATE HIGHWAY 78, SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND EAST OF THE SOUTHSIDE LANDFILL

SUMMARY:

The petitioner Pueblo Recreation Investors, LLC, a Colorado Limited Liability Company, is requesting to annex the property containing 79.80-acres into the City of Pueblo commonly known as the Pueblo Recreation Resort Filing No. 1 Annexation to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On October 28, 2024 City Council approved a Resolution No. 15803 preliminarily determining that the petition for annexation of the area commonly known as the Pueblo Recreation Resort Filing No. 1 Annexation is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Pueblo Recreation Resort Filing No. 1 Annexation is located north of State Highway 78, southwest of Ventana Subdivision, Filing No. 1, and east of the Southside Landfill. The Petitioners are requesting to annex 79.80-acres into the City for a potential mixture of land uses that complies with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within the Suburban Residential future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. The applicant is proposing to initially zone the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the

annexation agreement may allow an A-1, Zone District for a specified period of time. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the 79.80-acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

The proposed annexation site is currently zoned Pueblo County A-4, Agricultural Zone District. The property located north, south, and east of the proposed annexation area is currently undeveloped, and the property to the west is developed with the Southside Landfill.

FINANCIAL IMPLICATIONS:

The Petitioner acknowledges and agrees that upon the annexation, the property shall become subject to the Charter, Ordinances, Resolutions, rules, and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services, including but not limited to sanitary sewer services, to the area proposed to be annexed.

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 11, 2024, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Spinuzzi to recommend approval of the proposed annexation petition. Motion passed 5-0, Commissioners Pasternak and Maestri absent.

STAKEHOLDER PROCESS:

Annexation Impact Reports have been filed with taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

City Council could vote to not approve the annexation Ordinance. The applicant could resubmit an annexation petition in the future subject to the applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1).

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. A-24-02 Annexing the Land Attachments

ORDINANCE NO. 10888

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 1 ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 79.80-ACRES OF LAND LOCATED NORTH OF STATE HIGHWAY 78, SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND EAST OF THE SOUTHSIDE LANDFILL

WHEREAS, the City Planning and Zoning Commission has recommended that the area described in Section 1 hereof be annexed to the City of Pueblo; and,

WHEREAS, the City Council has heretofore found and determined by Resolution that the Petition for Annexation and the area described in Section 1 hereof to be in compliance with the notice and other applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1); and,

WHEREAS, the City Council has by Resolution found and determined that an election is not required under C.R.S. §31-12-107 (2) and no additional terms and conditions are to be imposed upon the area described in Section 1 other than those set forth in the Petition for Annexation and the Annexation Agreement; NOW THEREFORE,

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

SECTION 1.

The following described area situated in Pueblo County, Colorado, is hereby annexed to Pueblo, a Colorado Municipal Corporation, subject to the terms and conditions set forth in the Petition for Annexation and the Annexation Agreement, and the official map of the City shall be amended to show such annexation:

ANNEXATION

1. AREAS TO BE ANNEXED:

NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.
CONTAINING 79.80 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1:
BEGINNING FROM THE WEST ONE-QUARTER CORNER OF SECTION 17; THENCE N. 89°29'49" E., A DISTANCE OF 2,641.73 FEET TO THE CENTER CORNER OF SECTION 17; THENCE S. 01°06'18" E., A DISTANCE OF 1,071.69 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 2:

BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 89°08'39" E., A DISTANCE OF 2,293.46 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 3:

COMMENCING FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE N. 05°05'06" W., A DISTANCE OF 1,327.20 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AND THE POINT OF BEGINNING; THENCE N. 89°08'39" E., A DISTANCE OF 92.12 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 01°06'18" W., A DISTANCE OF 75.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

SECTION 2.

The owners of one hundred percent (100%) of the property to be annexed have petitioned for such annexation.

SECTION 3.

The Annexation Agreement in the form and content presented to the City Council at this meeting is hereby authorized and approved. The President of the City Council is hereby directed and authorized to execute and deliver the Annexation Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

Within thirty (30) days after the effective date of the Ordinance, the City Clerk shall:

- (a) File one copy of the annexation map with the original of this Ordinance in the office of the City Clerk; and,
- (b) File for recording three certified copies of this Ordinance and annexation map with the Pueblo County Clerk and Recorder; and,
- (c) File one certified copy of the annexation map and this Ordinance with the Southeastern Colorado Water Conservancy District.

SECTION 5.

The officers of the City are hereby authorized to take all other actions necessary or appropriate, on behalf of the City, to implement the provisions of this Ordinance and the Annexation Agreement.

SECTION 6.

If any provisions of this Ordinance or Annexation Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions or provisions of this Ordinance or Annexation Agreement or render the same invalid, inoperative or unenforceable, except as otherwise expressly provided in the Annexation Agreement.

SECTION 7.

The City Council hereby consents to the inclusion of the annexed area in the Southeastern Colorado Water Conservancy District pursuant to C.R.S. §37-45-136 (3.6).

SECTION 8.

This Ordinance shall become effective immediately upon final passage and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2026.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 13, 2025 .

Final adoption of Ordinance by City Council on January 27, 2025.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 1/29/2025 | 6:30 PM MST.

☐ 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

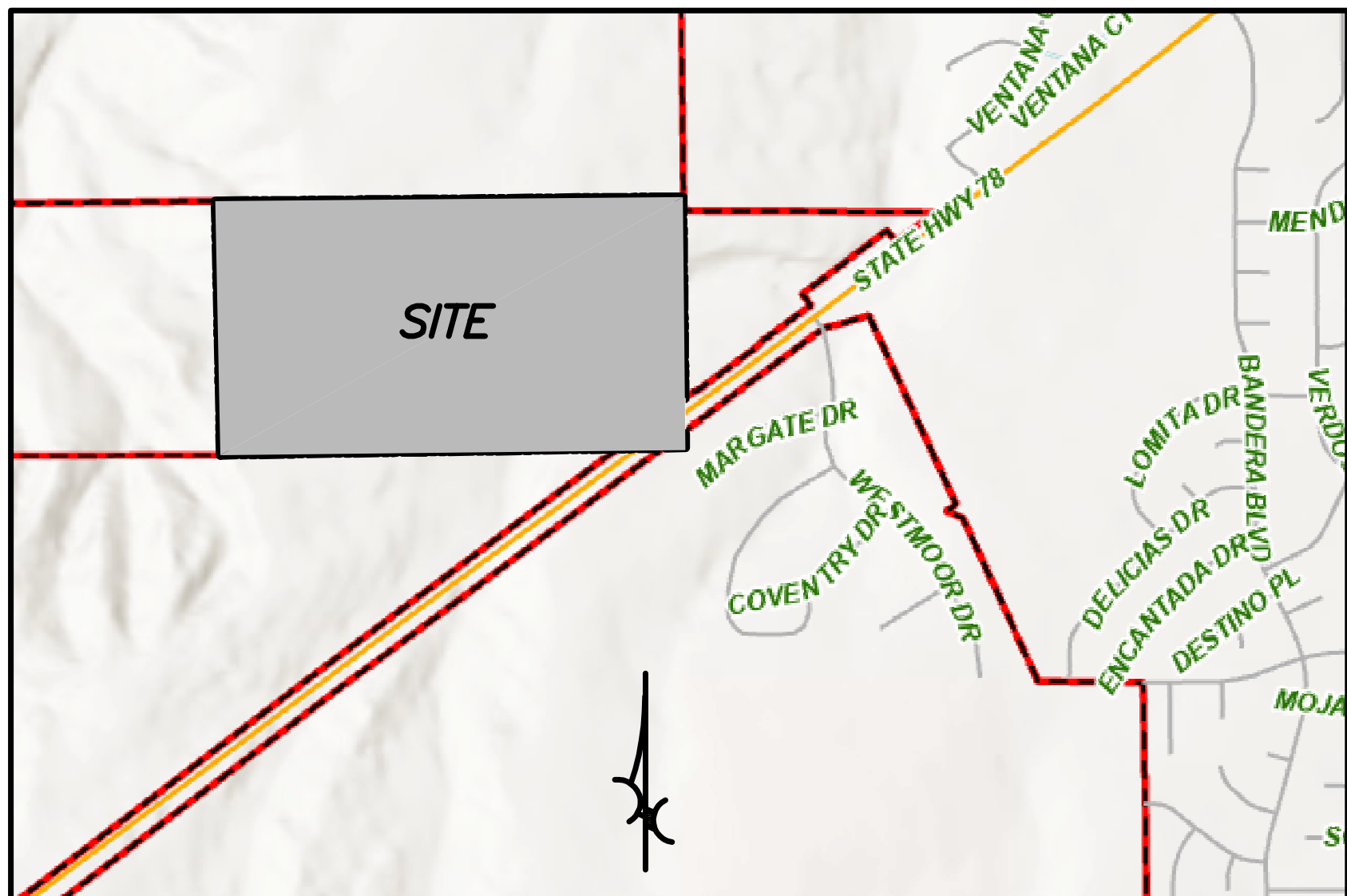
DocuSigned by:


City Clerk

7C02EBDFFC3D43C...

PUEBLO RECREATION RESORT ANNEXATION NO. 1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



VICINITY MAP

BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4\"/>

LEGEND



EXISTING CITY LIMITS LINE

PROPOSED CITY LIMITS LINE

1. AREA TO BE ANNEXED:

NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.

CONTAINING 79.80 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1
BEGINNING FROM THE WEST ONE-QUARTER CORNER OF SECTION 17; THENCE N. 89°29'49\"/>

AND

DESCRIPTION NO. 2
BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 89°08'39\"/>

AND

DESCRIPTION NO. 3
COMMENCING FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE N. 05°05'06\"/>

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.

NORTHSTAR ENGINEERING AND SURVEYING, INC.			
111 E. 5TH ST. PUEBLO, CO 81003		(719)544-6823 (719)544-6825 FAX	
ANNEXATION PLAT			
TITLE:	1\"/>		
SCALE:	1\"/>	DRAWN BY:	DJA
DATE:	12-05-2024	CHECKED BY:	MLC
FILE: 2203200_PUEBLO REC.DWG		JOB NO.	2203200
		SHEET	1 OF 1

ANNEXATION AGREEMENT

CASE NOS. A-24-02 & A-24-03 PUEBLO RECREATION RESORT ANNEXATIONS

This Annexation Agreement is made effective as of _____, 2025, by and between the City of Pueblo, a Municipal Corporation, (the “City”), for the use and benefit of Pueblo Recreation Investors, LLC, a Colorado limited liability company, (“Petitioner”),

WITNESSETH

WHEREAS, the Petitioner is the owner of the real property located in Pueblo County, Colorado, and described in Exhibit “A” attached hereto and incorporated herein (the “Property”);

WHEREAS, the Petitioner has submitted petitions for the annexation of the Property to the City; and

WHEREAS, as a condition precedent to the annexations of the Property, Petitioner has agreed to enter into an annexation agreement with the City setting forth certain terms and conditions with respect to such annexations.

NOW THEREFORE, in consideration of the above, and the following covenants and conditions, the City and Petitioner agree as follows:

I. REPRESENTATIONS AND WARRANTIES OF PETITIONER

Petitioner hereby represents and warrants to, and covenants with, the City as follows:

- (1) The Colorado Department of Transportation is a state agency of the State of Colorado.
- (2) Petitioner has good and marketable fee simple title to the Property subject only to Permitted Encumbrances attached hereto as Exhibit “B” and incorporated herein by reference.
- (3) Petitioner is authorized to and has taken all action required by it (a) to annex the Property to the City and (b) to execute, deliver and perform its obligations under this Annexation Agreement, and (c) to carry out and consummate all of its transactions contemplated by this Annexation Agreement.
- (4) This Annexation Agreement when executed and delivered constitutes a valid and legally binding obligation of the Petitioner enforceable against Petitioner according to its terms. The document entitled “Special Improvements and Dedications” marked and attached as Exhibit “C”, is incorporated herein by this reference. In the event of a conflict between the terms and conditions of Exhibit C and this Agreement, the terms and conditions contained in Exhibit C shall control.
- (5) Neither the execution and delivery of this Annexation Agreement nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions or any restriction or any agreement or instrument to which the Petitioner is bound or constitutes a default under any of the foregoing.

(6) There is no litigation pending, or to the knowledge of Petitioner threatened, against the Petitioner or any person affecting the right of the Petitioner to execute and comply with this Annexation Agreement.

(7) The representations and warranties of Petitioner contained herein will be true and correct in all material respects as of the date of recording the annexation plat and Ordinance of the City Council approving the annexation of the Property.

II. OVERALL DEVELOPMENT PLAN

(1) When a tract of land proposed for subdivision constitutes a part of a larger tract of land owned or controlled by the subdivider, whose intention is to subdivide the remaining part or parts of the larger tract at some future date, an Overall Development Plan shall be prepared and submitted by the subdivider and approved by the Planning Commission prior to preparation and submission of the subdivision plat of the tract proposed for initial subdivision.

(2) An Overall Development Plan shall be prepared in accordance with the requirements of regulations contained in Section 12-4-5(a) of the Pueblo Municipal Code, as may be hereafter amended, and the Overall Development Plan shall be adopted by the Planning and Zoning Commission. The Overall Development Plan shall be prepared in consultation with the City's Subdivision Review Committee and submitted in its entirety to the Planning and Zoning Commission. The Overall Development Plan shall comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Overall Development Plan is approved. The Overall Development Plan as submitted and approved by the Planning and Zoning Commission shall have the flexibility to adapt to changing conditions over the estimated time period for the development of the land within the Overall Development Plan and shall consist of the following prepared in accordance and in compliance with standards, criteria and policies adopted by the City Council by resolution: development plan, land use including open space and park plans; drainage plan; sanitary sewer plan; transportation plan; and appropriate environmental studies.

(3) Petitioner may submit the Overall Development Plan to the Planning and Zoning Commission for approval any time after the City Council has found the petition for annexation of the Property to be valid in accordance with the provisions of §31-12-107, C.R.S. The City may refuse to approve any building or occupancy permit for any portion or all of the Property until after a Overall Development Plan is approved.

III. ZONING AND SUBDIVISION

(1) The Property is currently identified within three separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories as shown on the attached Future Land Use Map, Exhibit C-1 include Suburban Residential, Rural Ranch, and Special Development Area. Prior to the approval of a zoning map amendment application, the Petitioner shall file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use

designation.

(2) A zoning map amendment application may be filed at any time after the petition for annexation has been found to be valid in accordance with the provisions of Section 31-12-107, C.R.S. The Planning and Zoning Commission may hear the application for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance approving the annexation of the Property, and the final approval of an ordinance amending to the Pueblo Regional Comprehensive Plan's Future Land Use Map.

(3) No rights shall exist in Petitioner nor with respect to the Property arising from any preexisting subdivision or use at the time of annexation. No subdivision of the Property shall be approved prior to the time the ordinance annexing and zoning the Property is approved on final presentation. No application for subdivision of all or any part of the Property shall be submitted to or considered by the City until after the Overall Development Plan has been approved by the Planning and Zoning Commission; provided, however, that if the Property is intended to be included in a single subdivision, the application for such subdivision may be submitted at the time the Overall Development Plan is submitted to the Planning and Zoning Commission.

(4) No later than ninety (90) days after the effective date of the Ordinance annexing the property, Petitioner shall cause of the portion of the Property north of State Highway 78 containing approximately 125 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned Agricultural One (A-1) serving as an interim A-1 zone district for a period up to but not to exceed 180 months from the date of this Annexation Agreement. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as Agricultural One (A-1) zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 125 acres described above until the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

(5) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall cause the portion of the Property south of State Highway 78 containing approximately 175 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned into a R-6 Multiple-Residential and Commercial District which constitutes the zone district most nearly corresponding to the land use classification into which the Property has been classified or may in the reasonable future be classified under the City's comprehensive plan. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

(6) The zoning provisions of this Article III relate to the initial zoning of the Property after annexation. Such zoning is not guaranteed, and the City Council of Pueblo retains its full discretion with respect to such zoning. Nothing contained in this Article III shall be construed to limit the power of the City Council of Pueblo to rezone the Property or any part thereof after approval of the initial zoning of the Property after annexation.

IV. PUBLIC FACILITIES

The Petitioner shall dedicate land and right-of-way for public uses and facilities necessary and required to serve the Property in accordance with the approved Overall Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

V. UTILITIES

The Petitioner shall comply with all applicable City of Pueblo (sanitary and storm sewers), Xcel Energy (natural gas), the applicable electric utility franchised and holding a Certificate of Public Convenience and Necessity for electric service within the annexed area, Comcast of Colorado IV, LLC (cablevision), Pueblo Water (water), and authorized ILEC and CLEC (telephone/data transmission) for the installation of mains, lines, stations, and any other appurtenant utility facilities in effect at the time of such installation. All existing and new power lines less than 30,000 volts and all other overhead utilities within the Property shall be installed underground.

VI. COMPLIANCE WITH ORDINANCES

Except as otherwise specifically provided in this Annexation Agreement to the contrary, the development, subdivision and zoning of the Property shall meet and comply with all applicable ordinances, resolutions, regulations, and standards of the City now existing or hereinafter enacted or amended.

VII. BINDING EFFECT

The covenants, restrictions, and agreements herein set forth are covenants running with the Property, shall run with and bind the Property, and shall extend to and be binding upon the Petitioner and its legal representatives, successors, assigns and transferees. The Petitioner expressly accepts and agrees to the covenants, restrictions, and agreements set forth herein by execution of this Annexation Agreement and by the filing of its petition for annexation. If Petitioner defaults in any of its obligations under this Annexation Agreement, including, without limitation, land dedication obligations, City, upon notice given to Petitioner specifying the default, may withhold all subdivision, special area plan, and other development approvals as well as building and occupancy permits for any building or structure within the Property until such default has been corrected to the reasonable satisfaction of the City.

VIII. AMENDMENTS

Amendments to this Annexation Agreement may only be made through formal petition to and approval by Ordinance of the City Council after such amendment has been submitted to and reviewed by the appropriate City Departments and such Departments have submitted their findings and recommendations to the City Council. All amendments to the Overall Development Plan must be approved by the Planning and Zoning Commission after review and recommendation by the appropriate City Departments.

IX. SEVERABILITY

If any section, clause, or other provision of this Annexation Agreement is for any reason determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any of the remaining provisions of this Annexation Agreement.

X. VESTED RIGHTS

As a condition of and in consideration of the City annexing the Property, the Petitioner, for itself and its successors and assigns, waives and releases all previously acquired or existing vested property rights attached to or established with respect to the Property.

The Petitioner acknowledges and agrees that neither this Annexation Agreement nor any provision hereof, nor the annexation of the Property to the City, nor the approval of the Overall Development Plan, zoning or subdivision, either separately or jointly (a) creates or establishes a vested property right in or for the benefit of the Petitioner or its successors or assigns, or with respect to the Property; or (b) constitutes a site-specific development plan. The terms “vested property right” and “site-specific development plan” shall have the same meaning as set forth in Section 17-12-2 of the Pueblo Municipal Code and §24-68-101, et seq., C.R.S.

XI. BUILDING PERMITS

No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department to occupy, construct or install any building, structure or other improvement on the Property except within a subdivision approved by the City after adoption of the ordinance annexing the Property which meets and complies with this Annexation Agreement and City’s ordinances, standards, and regulations.

XII. DISCONNECTION

(1) Disconnection by Petitioner. Petitioner acknowledges and agrees that upon annexation of the Property, the Property shall become subject to this Annexation Agreement, the Charter, ordinances and rules and regulations of the City, but that City shall not have any obligation to furnish or extend municipal services to the Property. Petitioner may, three (3) or more years after annexation, petition under §31-12-119, C.R.S. for disconnection from the City if the City does not, upon reasonable demand, provide the same municipal services to the Property on the same general terms and conditions as the rest of the City receives.

(2) Disconnection by City. If Petitioner defaults in any provision or condition of this Annexation Agreement and such default is not cured within ninety (90) days after written notice specifying the default is given by City to Petitioner, or, if the default is one which cannot be cured within said 90-day period, and Petitioner fails to undertake the cure of such default within said 90-day period and diligently prosecutes same to completion, proceedings may be instituted by the City to disconnect the Property from the City, and for such purpose, the Petitioner irrevocably consents to such disconnection proceedings and waives any and all rights to contest such disconnection.

XIII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

The terms, conditions and obligations of this Annexation Agreement are and shall be construed to be purely contractual in nature, as terms, conditions and obligations voluntarily agreed to by City and Petitioner prior to annexation of the Property to the City. The terms, conditions and obligations imposed on Petitioner and the Property by this Annexation Agreement are not nor shall they individually or cumulatively be construed to be conditions upon granting land-use approvals within the meaning of §§29-20-201 to 29-20-204, C.R.S.

XIV. SPECIAL IMPROVEMENTS AND DEDICATIONS AND SYSTEM DEVELOPMENT FEES

In addition to the on-site and off-site improvements and land dedications required to be made by the provisions of this Annexation Agreement, Petitioner will construct and install the improvements, dedicate the land, and pay or cause to be paid any system development fees described in Exhibit C attached hereto and incorporated herein. The improvements, dedications, and system developments described in said Exhibit C are in addition to and not in substitution for any improvements or dedications otherwise required by this Annexation Agreement.

XV. MISCELLANEOUS

(1) Notice. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or mailed by registered or certified mail, postage prepaid, addressed as follows:

- | | | |
|-----|-----------------------|---|
| (a) | if to the City: | Mayor, City of Pueblo
1 City Hall Place, 2 nd Floor
Pueblo, CO 81003 |
| (b) | copy to: | City Attorney
1 City Hall Place, 3 rd Floor
Pueblo, CO 81003 |
| (c) | if to the Petitioner: | Heath A. Herber, Manager
Pueblo Recreation Investors, LLC
2727 Glen Arbor Drive
Colorado Springs, CO 80920 |

(d) copies to: Craig Dossey, President
Vertex Consulting Services
P.O. Box 1385
Colorado Springs, CO 80901

or to such other address as either party by written notice given hereunder may designate.

(2) Governing Law and Venue. This Annexation Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles. Venue for any action arising out of this Annexation Agreement shall be Pueblo County, Colorado.

(3) No Third Party Beneficiaries. Nothing in this Annexation Agreement expressed or implied is intended to or shall be construed to confer upon, or to give to, any person other than the City and the Petitioner any right, remedy or claim under or by reason of this Annexation Agreement or any covenant, condition or stipulation hereof; and all the covenants, agreements and stipulations in this Annexation Agreement contained by and on behalf of the City or the Petitioner shall be for the exclusive benefit of the City and the Petitioner.

(4) Singular, Plural. Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural. Words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting the other gender, if applicable.

(5) Entire Agreement. All prior discussions, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter of this Annexation Agreement are merged in this Annexation Agreement, which constitutes the entire agreement between the parties.

(6) Liability of City. This Agreement is not as and shall not be interpreted as a waiver of the rights and protections given to the City by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. In addition, in no event shall City, its officers, agents or employees be liable to Petitioner for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Petitioner hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Petitioner's obligations under this Agreement. In the event of a breach of this Agreement by the City, Petitioner's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Petitioner without the showing of any special damages or an inadequate remedy at law.

Executed at Pueblo, Colorado as of the day and year first above written.

CITY OF PUEBLO, a Municipal Corporation

[S E A L]

Attest: _____
City Clerk

By: _____
Heather Graham, Mayor

APPROVED AS TO FORM:

City Attorney

PETITIONER:

PUEBLO RECREATION INVESTORS, LLC,
A COLORADO LIMITED LIABILITY
COMPANY:

By: _____
Heath A. Herber
Manager

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Heather Graham as Mayor of the City of Pueblo and Marisa Stoller as City Clerk of Pueblo, a Municipal Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Heath A. Herber, _Pueblo Recreation Investors, LLC, a Colorado limited liability
company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

Exhibit A

PUEBLO RECREATION RESORT ANNEXATION NO. 1

1. AREAS TO BE ANNEXED:

NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.
CONTAINING 79.80 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1:

BEGINNING FROM THE WEST ONE-QUARTER CORNER OF SECTION 17; THENCE N. 89°29'49" E., A DISTANCE OF 2,641.73 FEET TO THE CENTER CORNER OF SECTION 17; THENCE S. 01°06'18" E., A DISTANCE OF 1,071.69 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 2:

BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 89°08'39" E., A DISTANCE OF 2,293.46 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 3:

COMMENCING FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE N. 05°05'06" W., A DISTANCE OF 1,327.20 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AND THE POINT OF BEGINNING; THENCE N. 89°08'39" E., A DISTANCE OF 92.12 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 01°06'18" W., A DISTANCE OF 75.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.
AREA TO BE ANNEXED:

AND

PUEBLO RECREATION RESORT ANNEXATION NO. 2

1. AREAS TO BEANNEXED:

SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.
CONTAINING 72.88 ACRES, MORE OR LESS

AND

NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY AND LESS THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20 OWNED BY WESTERN POWER AND GAS COMPANY.
CONTAINING 146.88 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1:
BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°10'57" E., A DISTANCE OF 1,340.14 FEET TO THE SOUTHWEST CORNER OF SECTION 17/NORTHWEST CORNER OF SECTION 20; THENCE S. 01°20'09" E., A DISTANCE OF 325.60 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 2:
BEGINNING FROM THE EAST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°06'18" E., A DISTANCE OF 1,323.60 FEET TO THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE S. 01°10'33" E., A DISTANCE OF 2,529.83 FEET; THENCE S. 89°55'17" W., A DISTANCE OF 2,474.00 FEET; THENCE N. 09°05'15" W., A DISTANCE OF 1,167.84 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 20; THENCE N. 01°20'09" W., A DISTANCE OF 813.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

EXHIBIT B

“Petitioner owns Property in fee simple subject to encumbrances on title, as detailed in Schedule B, Parts I and II, of the Land Title Guarantee Company title commitment with an effective date of September 26, 2022, which was provided to the City by the Petitioner’s representative via email transmittal on August 1, 2024. All encumbrances on title are acceptable by the City for the purpose of annexation of the Property.”

EXHIBIT C

SPECIAL IMPROVEMENTS AND DEDICATIONS

PUEBLO RECREATION RESORT ANNEXATIONS (A-24-02 & A-24-03)

ANNEXATION AGREEMENT

1. Off-Site Roadways

In compliance with the latest version of the Pueblo Area Council of Governments Long Range Transportation Plan (Roadway Corridor Preservation Plan), the City of Pueblo will identify for the Petitioner the alignment of off-site freeways, expressways, arterials, and collectors, which provide connectivity to the Property. Petitioner will cause all local roadways within the Property to connect with all adjoining publicly dedicated local roadways.

2. Accesses to Property

The existing roadway access to the Property, shown on the attached Exhibit C-3, is from State Highway 78 and a future extension of Lake Avenue, both of which are described in paragraphs a and b below, along with provisions for secondary access to and from the Property described in paragraph c below.

a. State Highway 78. State Highway 78 (“SH78”), which is within Pueblo’s corporate city limits, extends in a southwesterly direction and diagonally intersects the Property, as described and shown on Exhibit C-3. The State of Colorado Department of Transportation (CDOT) controls access to State Highway 78 adjacent to the development. The Petitioner shall coordinate with the CDOT regarding all access permitting and construction to State Highway 78.

Petitioner shall, at its sole cost and expense, not later than one-hundred eighty (180) days after the issuance of the first building permit for construction within the first subdivision that includes any portion of the Property (a) obtain a permit from the Colorado Department of

Transportation (CDOT) that provides access to the Property from State Highway 78, and will bear all cost of obtaining the access permit, design, and construction of all improvements required by the permit, (b) dedicate to the public or deed to the City right-of-way based on the classification of the roadway within the Pueblo Roadway Development Plan in an alignment approved by the Director of Public Works between SH 78 and the Property, and (c) construct and install all improvements required by CDOT and the access permit. Unless otherwise authorized in the sole and absolute discretion of City, Petitioner shall be responsible and liable for any future modification of such permit based upon changes in land use and access use within the Property as may be required and granted by CDOT. All such costs and expenses incurred by Petitioner may be eligible for Cost Recovery from adjoining property owners as provided in Section 12-4-12 of the Pueblo Municipal Code.

b. Lake Avenue. Lake Avenue is a future planned roadway that will extend both to the north and south of SH 78 and extend through the Property to the southern boundary in an alignment approved by the Director of Public Works as generally described and shown on Exhibit C-3. The section of Lake Avenue south of SH 78 shall be designed as a Principal (Major Arterial) roadway with a one-hundred twenty (120) foot right-of-way. The one hundred twenty (120) foot right-of-way may be required to be expanded to no greater than a maximum of one hundred sixty-five (165) feet in specific roadway segments if the traffic study results warrant additional width to accommodate turn lanes or other improvements at full movement intersections. The classification of Lake Avenue north of SH 78 shall be determined at the time of approval of an Overall Development Plan as identified and described in Article II.

Provisions for the right-of-way dedication and phased roadway development plan for Lake Avenue shall also be included within any Subdivision Improvement Agreement pertaining to the future subdivisions within the Property. If not already constructed to the Interim Roadway Standard

approved by the Director of Public Works, Petitioner shall be required to construct the portion of Lake Avenue south of SH 78 to the Interim Roadway Standard as depicted in Exhibit C-4. Lake Avenue, upon the construction to the Interim Roadway Standard and acceptance by the City, shall be owned and maintained by the City except for any landscaped medians and landscaping at the outside edges of the right-of-way as depicted in Exhibit C-4. Landscaped medians and landscaping along the outside edges of the right-of-way shall be maintained by the Petitioner, a metropolitan district, or a development association. If Lake Avenue is already constructed to the Interim Roadway Standard, the Petitioner shall be required to construct the remaining build out of the roadway in compliance with the schedule of such traffic improvements included within the Transportation Plan approval by the Director of Public Works.

c. Secondary Access. The Petitioner shall provide secondary access to the Property in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900. The alignment, design, construction and installation of the secondary access shall be approved by the Director of Public Works.

Petitioner may be eligible for Cost Recovery from adjoining property owners for secondary fire apparatus access constructed outside the Property as provided in Section 12-4-12 of the Pueblo Municipal Code. City may refuse to approve any subsequent subdivision or issue building permits until such secondary access is provided.

3. Roadway Design and Alignment

All Road Improvements will be constructed in conjunction with the development of each area shown on attached Exhibit C-3 and as otherwise provided in the Annexation Agreement. All such roadways shall be designed and aligned in accordance with the Roadway Classification Design Standards and Policies and the City's Standard Construction and Standard Details (Revised: April 11, 2022) or as same may be hereafter amended and in accordance with construction plans. All

designs and plans shall be approved by the Director of Public Works.

Petitioner acknowledges and agrees that, if Petitioner fails to construct the Roadway Improvements as herein agreed or defaults on any other provision of this Exhibit C or the Annexation Agreement, the City shall have all legal remedies available at law or in equity to enforce Petitioner's construction obligation and any other obligations including but not limited to a legal action against Petitioner for breach of contract and/or default on an indebtedness. In addition, and as set forth elsewhere in the Annexation Agreement, the City may withhold building permits, occupancy permits, subdivision approvals, zoning approvals and all other governmental grants of authority until such time as Petitioner shall have cured any default in performance under Exhibit C or the Annexation Agreement as a whole.

If not previously done, the Petitioner, at its sole cost, shall dedicate or convey by general warranty deed the necessary right-of-way in an alignment that is acceptable to the Director of Public Works. Such dedication or conveyance shall be completed within one hundred (180) days after the adjacent portion of the Property is subdivided.

4. Sanitary Sewer

Prior to, or at the time of subdivision, Petitioner is responsible for completing a flow analysis report, Jackson Ranch Sanitary Sewer Master Plan, for the proposed sanitary sewer system and City's existing sanitary sewer system. The flow analysis report shall identify the location(s) of the connection(s) for the proposed subdivision to the existing sanitary sewer system. Based upon the flow analysis of both the proposed and the City's existing sanitary sewer system; if any portion of City's existing sanitary sewer, that would carry wastewater flows from Property is at capacity, Petitioner shall construct and install, at Petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the Property. The size, location and capacity of such sewer lines, mains, and pump stations will be

determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published February 22, 2010 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

In order to comply with the City of Pueblo's Discharger Specific Variance from the Colorado Water Quality Commission, as amended, the Petitioner shall be required to have all manholes epoxy coated to eliminate the infiltration of ground water into sanitary sewer lines, and any other additional regulations pertaining to Pueblo's Discharger Specific Variance for the sanitary sewer system within the Property.

Depending upon the point of connection to the sanitary sewer system and additional capacity resulting from the construction of the sewer mains, the Petitioner may incur and have to pay and/or be eligible for Cost Recovery per Section 16-5-5 of the Pueblo Municipal Code for all or a portion of the cost of the sewer main extension or improvements to the existing sanitary sewer system. In order to be eligible for cost recovery, Petitioner must comply with and meet the requirements and conditions of said section 16-5-5.

It shall be the Petitioner's responsibility, at its sole cost, to secure any permits that may be required by Pueblo County for the installation of the sanitary sewer lines outside of the city limits of Pueblo.

5. Stormwater

All stormwater flows from subdivisions within the Property must be detained as determined by the Director of Stormwater. All stormwater releases shall meet NPDES stormwater quality requirements. The Petitioner shall acquire and dedicate at its sole expense all easements for such purposes. The Petitioner also shall construct and install at its sole expense a stormwater drainage

system and detention facility in compliance with the City's Drainage Criteria Manual (April, 2023)) and the City's Standard Construction Specifications and Standard Details (April 11, 2022) or as same may be later amended and as shown on construction plans approved by the Director of Public Works.

To the maximum extent practicable as determined by the Director of Public Works, Petitioner must reduce the peak flows and run-off volumes from the Property through stormwater detention facilities to levels that existed before the Property was developed, or to levels that are capable of being handled by the downstream drainage facilities, whichever is less.

Prior to the approval of any subdivision of land within the Property, the subdivision drainage report and drainage facilities must be approved by the City's Director of Public Works.

6. Off-Site Roadway, Sanitary Sewer, and Stormwater Rights-of-Way Acquisition

If not already dedicated to the public or deeded to the City, it will be the Petitioner's responsibility, at its sole cost and expense, to acquire, dedicate and grant to the public or deed to the City, by warranty deed or other conveyance deemed acceptable by City, in widths and alignments according to the approved Sanitary Sewer, Transportation, and Drainage Master Plans, any off-site sanitary sewer rights-of-way to connect from a point on the City's existing sanitary sewer system, off-site roadway rights-of-way to comply with primary roadway and secondary access requirements in widths and alignments acceptable to the Director of Public Works and any required rights-of-way for stormwater flow and/or detention/retention facilities.

If Petitioner, after good faith efforts as determined in the sole and absolute discretion of City, is not able to acquire from the property owners off-site sanitary sewer, off-site roadway rights-of-way and/or stormwater rights-of-way in alignments acceptable to the City, the City will, to the extent legally authorized, exercise its power of eminent domain to acquire the off-site sanitary sewer and/or off-site roadway rights-of-way. Petitioner shall be responsible for and shall pay all compensation

for the land taken; damages, if any, to the residue of the owner's property, relocation assistance and costs, if any, and all other costs and expenses of condemnation, including, without limitation, appraisals, title insurance, engineering, expert witness, and attorney costs and fees ("Condemnation Costs"). Petitioner shall within ten (10) days, after request by the City, deposit with the City an estimate of Condemnation Costs as determined by the City Attorney before the City will commence condemnation proceedings. Petitioner shall pay the balance of the Condemnation Costs within ten (10) days after request therefor. If Petitioner fails to exercise good faith in acquiring the off-site sanitary sewer, or off-site roadway rights-of-way and/or off-site stormwater rights-of-way or fails to timely pay the estimate of Condemnation Costs or the balance of Condemnation Costs, City may refuse to approve the issuance of building permits to construct structures or buildings within the Property in addition to its authority not to exercise eminent domain.

7. Fire Protection Water Supply

The Petitioner, in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900, shall provide and maintain an approved water supply capable of supplying the required fire flow for fire protection to premises upon which facilities, buildings or portions of buildings are currently constructed, or hereafter constructed or moved into or within the jurisdiction. A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow. Reservoirs, pressure tanks, and elevated tanks shall only be considered as an acceptable water supply by the City's Fire Chief, for facilities or buildings that have been constructed on the premises prior to annexation. Fixed system water mains, including fire hydrants, that are public, private, or a combination of both, shall be required for facilities, buildings or portion of buildings that have been constructed on the premises after annexation. Fire flow requirements for buildings or portions of buildings and facilities shall be determined as outlined in Appendix B of the International Fire Code as amended and enacted.

8. Public Safety Fee

To fund the cost and expenses of providing funding for public safety for the police and fire departments related to the developing the Property, Petitioner and any subsequent owner of all or any part of the Property shall, as a condition of approval of the annexation, and as a condition of issuing a building permit for the construction within the Property, pay a Public Safety Fee calculated by the square foot of floor space for each new building to be constructed on the Property (“Fee”) based on the following fee schedule:

Residential Building Permits	55.3 cents per square foot of floor space
Commercial Building Permits	15.9 cents per square foot of floor space
Industrial Building Permits	1.5 cent per square foot of floor space

The Fee for existing buildings shall be paid to the City within ten days after the annexation ordinance is approved by City Council. The Fee for any new building construction shall be paid to the City when a building permit is issued for each new building. The Fee shall be deposited by the City in an interest bearing escrow account identified as the “Public Safety Account.” Funds deposited into the Public Safety Account shall be used solely to pay for the cost of operation, administration, maintenance, repair, improvement, renewal, replacement and construction of new public safety areas of the city and related costs.

An annual cumulative rate adjustment will be made based on the Consumer Price Index (CPI-U) for the Denver, Colorado MSA for the period of time between approval of the annexation and development. The adjustment shall be the percent change in the CPI for the calendar year ending December 31st of each year.

9. Telecommunications

As incorporated within a Phasing Plan approved as part of a Subdivision Improvement Agreement, Petitioner shall, at its sole expense, design and install a 4” underground fiber optic data

transmission conduit (“Fiber Conduit”) within the right-of-way of Lake Avenue from the northern to the southern boundary of the Property according to the phased development of Lake Avenue in a location, alignment and depth approved by the Director of Information Technology. The underground fiber optic data transmission conduit shall be owned and managed by the City. The Fiber Conduit can be installed in coordination with the sanitary sewer main installation within the right-of-way of Lake Avenue. The installation of the conduit shall contain tracer wire. The design and installation of the Fiber Conduit shall also include underground vaults (“handholds”) at both ends of the conduit and every one-thousand foot of conduit that provides access to the fiber optic cable for maintenance and repairs.

EXHIBIT C-1

Regional Comprehensive Plan Future Land Use Amendment

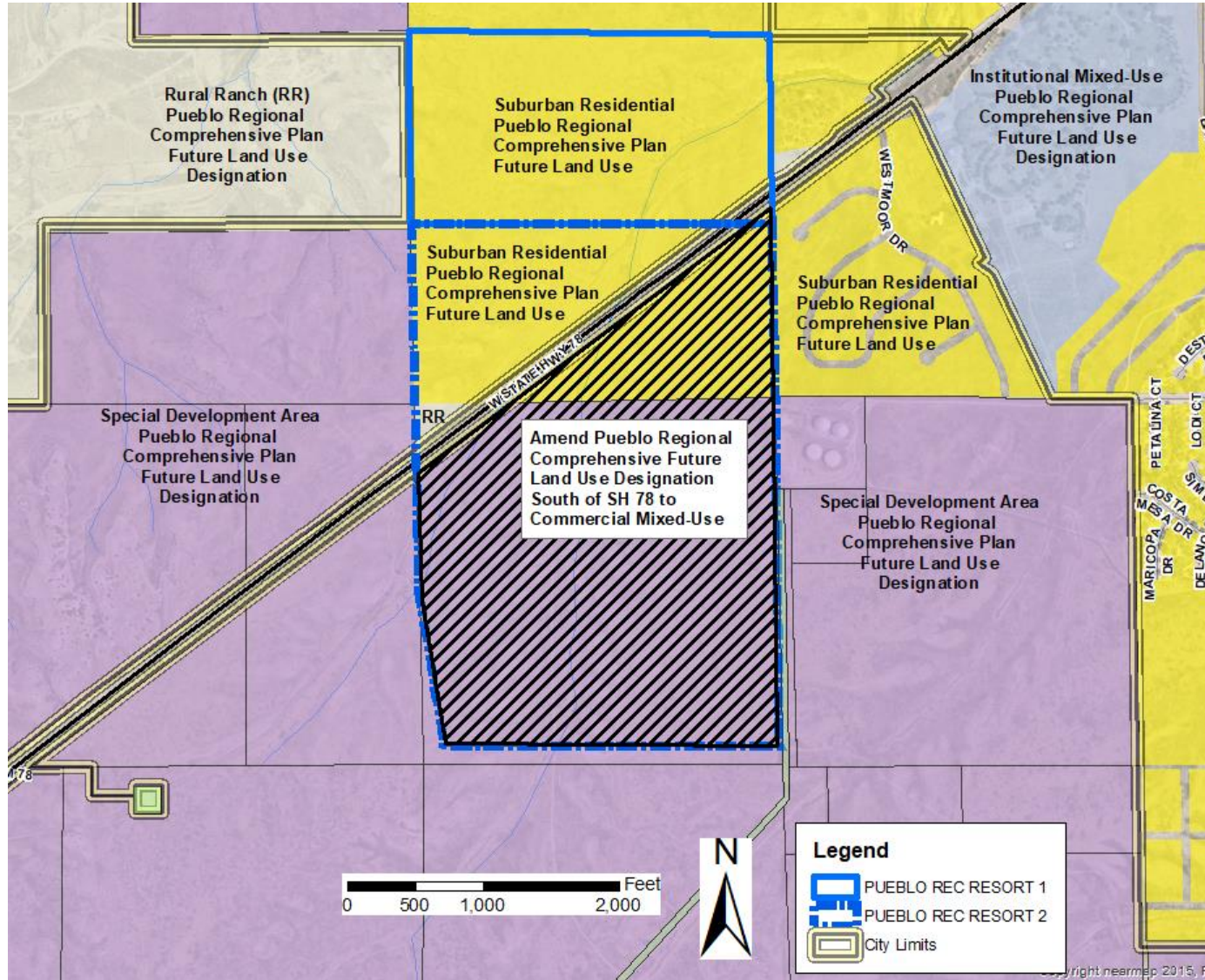


EXHIBIT C-2
Land Use & Future Zoning

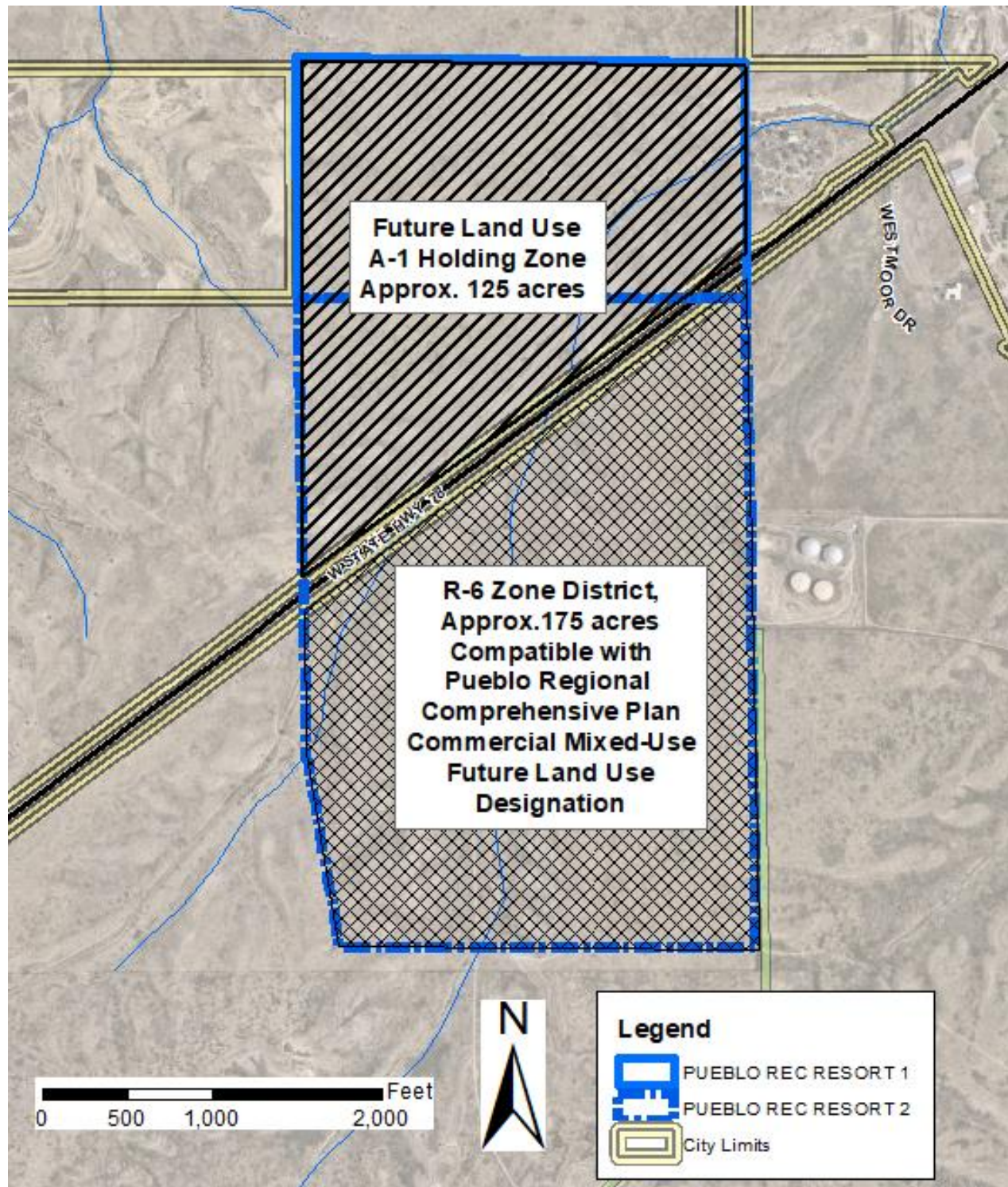


EXHIBIT C-3
Roadway Access

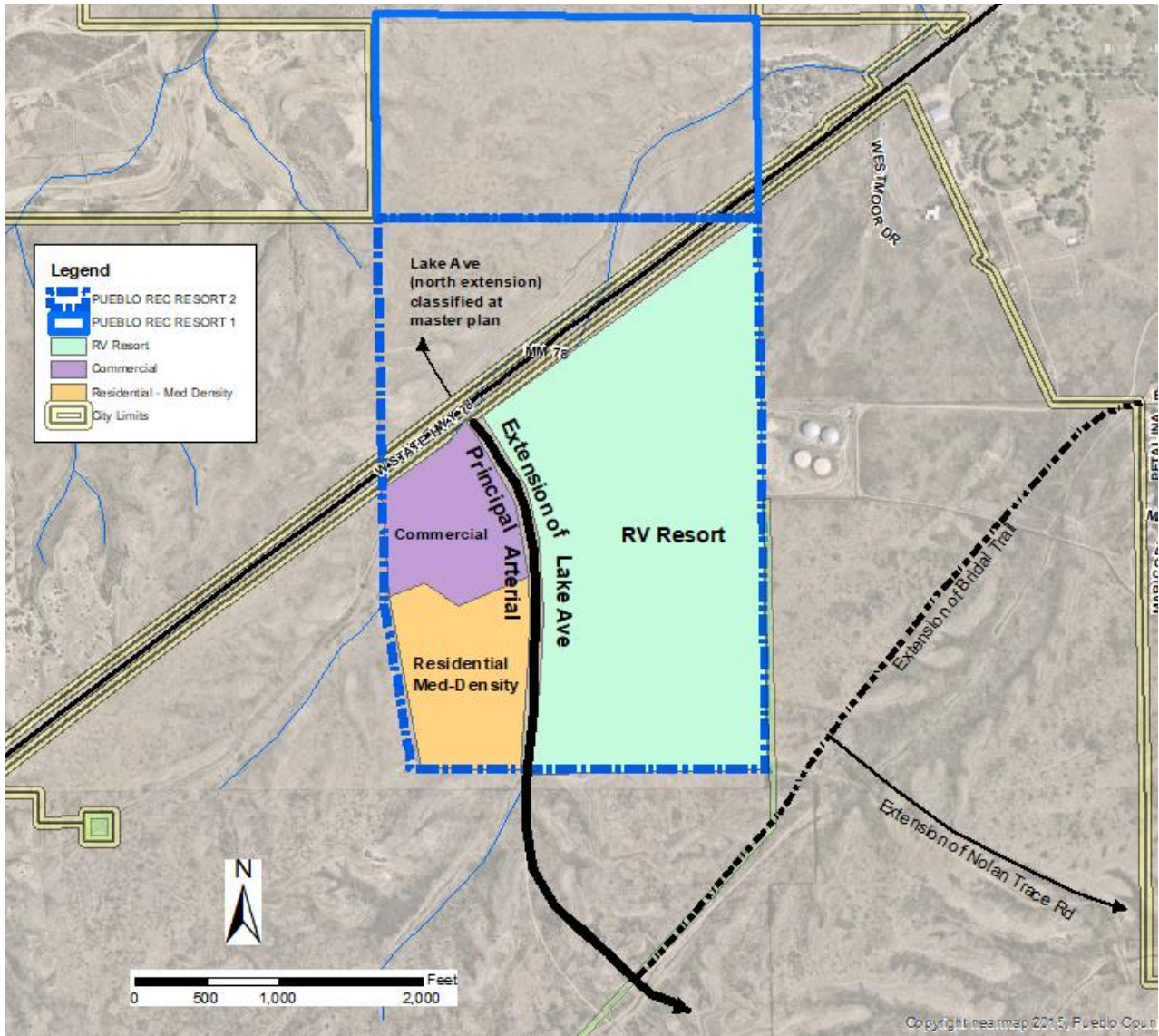
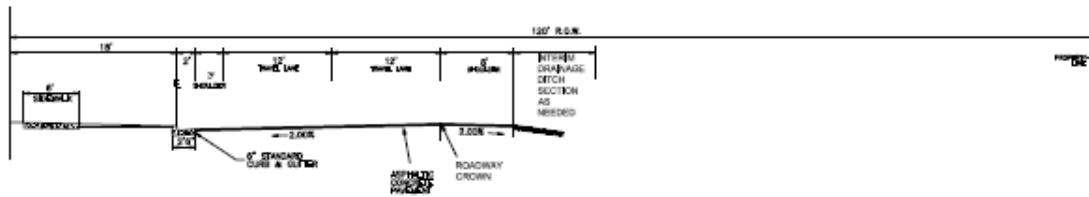


EXHIBIT C-4

Interim Principal (Major) Arterial Roadway Standard

Arterial – Major Arterial (INTERIM 2-LANE)	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80' (INTERIM 37")
ROW	120'
Median	All principal arterials are divided roadways (NO MEDIAN FOR 2-LANE INTERIM)
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



MAJOR ARTERIAL
INTERIM
TWO-LANE 37' ROADWAY
120' RIGHT-OF-WAY
STANDARD CURB & GUTTER 6'
DETACHED SIDEWALK

CROSS SECTION VARIATIONS:

w/RIGHT TURN LANES:

CROSS SECTION ON INTERSECTION
APPROACHES WITH SOUTHBOUND
RIGHT TURN DECELERATION LANES: 12'
TURN LANE INSTEAD OF 3' OUTSIDE
SHOULDER; SIDEWALK BUFFER
REDUCES TO 2.75'

w/ SINGLE LEFT TURN LANES:

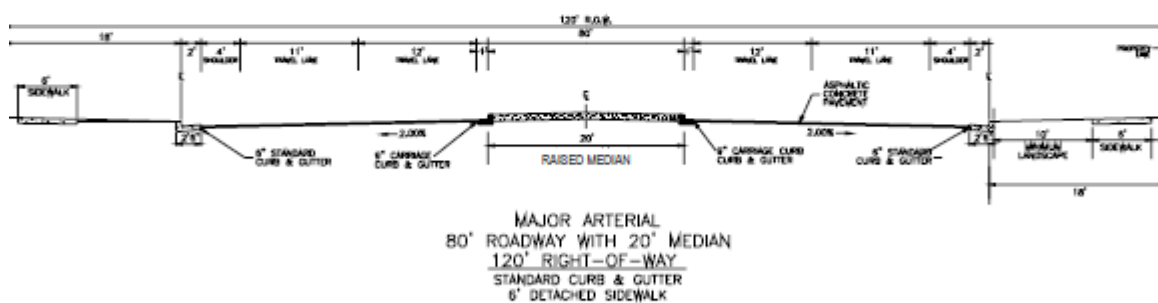
CROSS SECTION ON
INTERSECTION APPROACHES WITH
SINGLE NORTHBOUND OR
SOUTHBOUND LEFT TURN LANES;
EXPAND CROSS SECTION TO THE
EAST 12' FROM THE CROWN;
PROVIDE NECESSARY REDIRECT
TAPERS FOR THE NORTHBOUND
THROUGH LANES

w/DUAL LEFT TURN LANES:

CROSS SECTION ON INTERSECTION
APPROACHES WITH DUAL NORTHBOUND
LEFT TURN LANES; PROVIDE 6' ADDITIONAL
RIGHT-OF-WAY EACH SIDE, SHIFT THIS
CROSS SECTION 6' TO THE WEST AND
EXPAND THE EAST SIDE PAVEMENT CROSS
SECTION TO THE EAST 6'; PROVIDE
NECESSARY REDIRECT TAPERS FOR THE
NORTHBOUND AND SOUTHBOUND
THROUGH LANES

General Roadway Sections and Design Criteria

Arterial – Major Arterial	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80'
ROW	120'
Median	All principal arterials are divided roadways
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



165' ROW (for dual left turn lanes and right turn lanes at Major Intersections and 135' where cross section includes single left turn lanes and separate right turn lanes

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

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; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting and approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Meeting:

1. A-24-02 Pueblo Recreation Resort 1

Commission Action: Bailey motioned to recommend the annexation application to City Council, seconded by Spinuzzi.

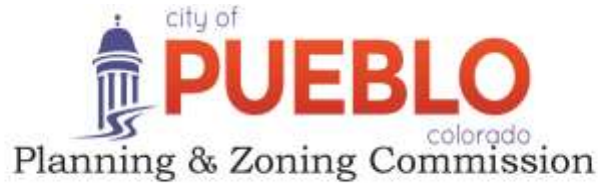
Applicants Craig Dossey and Heath Herber were sworn in and spoke in favor of the application.

Motion Passed: 5-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

A-24-02

TO: City of Pueblo, Planning and Zoning Commission

FROM: Scott Hobson, Acting Director of Planning and Community Development

DATE: December 11, 2024

SUBJECT: Pueblo Recreation Resort Annexation No. 1

APPLICANT: Nina Ruiz; Vertex Co.

PROPERTY OWNER: Pueblo Recreation Investors LLC

LOCATION: Generally located north of Colorado State Highway 78 and east of the Southside Landfill – 79.80 acres

EXISTING ZONE: Pueblo County Agricultural Four (A-4)

CONCURRENT REQUEST(S): Pueblo Recreation Resort No. 2 (A-24-03)

REQUEST:

The Petitioner/Applicant is requesting to annex 79.80 acres into the City. This petition is part of a series of two annexations totaling 299.56-acres. The series annexations include: 79.80 acres in Annexation No. 1 and 219.76 acres in Annexation No. 2. The property within Annexation No. 1 will be master planned following annexation with a potential mixture of land uses that will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended.

BACKGROUND:

The petitioner submitted an annexation petition for the Pueblo Recreation Resort No. 1 Annexation totaling 79.80-acres. The Petitioner/Applicant is requesting to annex 299.56-acres into the City through a series of two annexations with Phase 1 totaling 79.80 acres and Phase 2 totaling 219.76 acres. The annexation petition was filed on February 19, 2024 by Pueblo Recreation Investors, LLC, a Colorado Limited Liability Company, for the annexation of 79.80 acres located north of Colorado State Highway 78 and east of the Southside Landfill. The purpose of the annexation is to a potential mixture of land uses that complies with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within the Suburban Residential future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. The applicant is proposing to initially zone the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 79.80 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is

subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

ANALYSIS:

The proposed Pueblo Recreation Resort Annexation No. 1 conforms with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	Pueblo County Agricultural Four (A-4)
Existing Land Use	Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	Pueblo County Agricultural Four (A-4); Currently undeveloped
East	Pueblo County Agricultural Four (A-4); Currently undeveloped
South	Pueblo County Agricultural Four (A-4); Currently undeveloped
West	City of Pueblo Agricultural One (A-1); Developed with South Side Landfill

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Suburban Neighborhood. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre.

According to the Comprehensive Plan,

Pueblo Regional Comprehensive Plan Goals and State of the County Report:

1. The property proposed to be annexed should promote the development goals provided in the Regional Comprehensive Plan.

Staff findings: The Regional Comprehensive Plan designates this area for suburban development

2. Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.

Staff findings: The proposed annexation agreement requires the petitioner to prepare a Sanitary Sewer Plan certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. Associated impacts on City's existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the petitioner. The petitioner shall construct and install, at petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the property.

The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published February 22, 2010 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Any extension of water service to the property shall be approved by Pueblo Water and no subdivision of the property shall be approved without the approval of Pueblo Water to provide service to the Property.

3. The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.
Staff findings: The proposed annexation agreement requires the Petitioner to dedicate land and right-of-way for public uses and facilities necessary and required to serve the Property in accordance with an approved Master Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

Field Observations of Site:

- The proposed annexation area is vacant, undeveloped land. There are no existing roadways off of State Highway 78 with access to the proposed annexation area.

Neighborhood Compatibility

- The proposed annexation site is surrounding currently by undeveloped land that is zoned either City of Pueblo or Pueblo County Agricultural, so non-agricultural development may not be compatible with the surrounding properties.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Approval of wording in annexation agreement
- City Transportation: Approval of wording in annexation agreement
- City Law Department: Approval of wording in annexation agreement
- Pueblo Regional Building Department: No comment
- City Fire Department: Approval of wording in annexation agreement
- Pueblo Board of Water Works: Approval of wording in annexation agreement
- City Wastewater: Approval of wording in annexation agreement
- City Stormwater: Approval of wording in annexation agreement

- City Parks and Recreation Department: Approval of wording in annexation agreement
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: No Comment

SPECIAL INFORMATION

STATUTORY REQUIREMENTS WHICH EXIST FOR ANNEXING PURPOSES (Colorado Revised Statutes)

1. **Section 31-12-104** – That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - Approximately 1,340 feet of the proposed annexation area is contiguous with existing City property of a total perimeter of approximately 7,540 feet, so it meets the one-sixth requirement.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
 - The City of Pueblo adopted the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2023” on February 13, 2023. All of the property is within three miles of the existing city limits.
 - A City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” is concurrently being reviewed by the Planning & Zoning Commission and will be recommended for approval by City Council prior to the approval of the proposed annexation.
3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
 - An Annexation Impact Report for the Pueblo Recreation Resort Annexation No. 1 has been submitted to the City addressing future land uses, water and sanitary sewer extension, roadway extensions, and impacts to School District 60.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

- a) **The proposed annexation must be a logical extension of the City’s boundary and municipal services.**

The proposed annexation is a logical extension of the City’s boundary.

- b) The property shall be zoned and subdivided in conformity with the Code of Ordinances for the City of Pueblo.

No later than ninety (90) days after the effective date of the Ordinance annexing the property, the petitioner shall cause of the portion of the Property north of State Highway 78 containing approximately 125 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned Agricultural One (A-1) serving as an interim A-1 zone district for a period up to but not to exceed 180 months from the date of this Annexation Agreement. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as Agricultural One (A-1) zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 125 acres described above until the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

- c) The petitioner shall dedicate land and rights of way for public uses and facilities required by the City.

The dedication of land and rights of way for roads and utility lines will be completed at the time of subdivision.

- d) The petitioner shall comply with all applicable requirements of the City of Pueblo's Public Works Department and other City utility companies for the installation of mains, lines, stations, or other utility facilities.

The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED MOTION: Staff recommends Planning and Zoning Commission recommend approval of the annexation to City Council.

CONCLUSION:

The City staff has reviewed the annexation request and recommends approval of the annexation.

ATTACHMENTS

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Future Land Use Map
- D. Site Photo
- E. Annexation Plat
- F. Impact Report
- G. Draft Annexation Agreement (Applicable to A-24-02 and A-24-03)

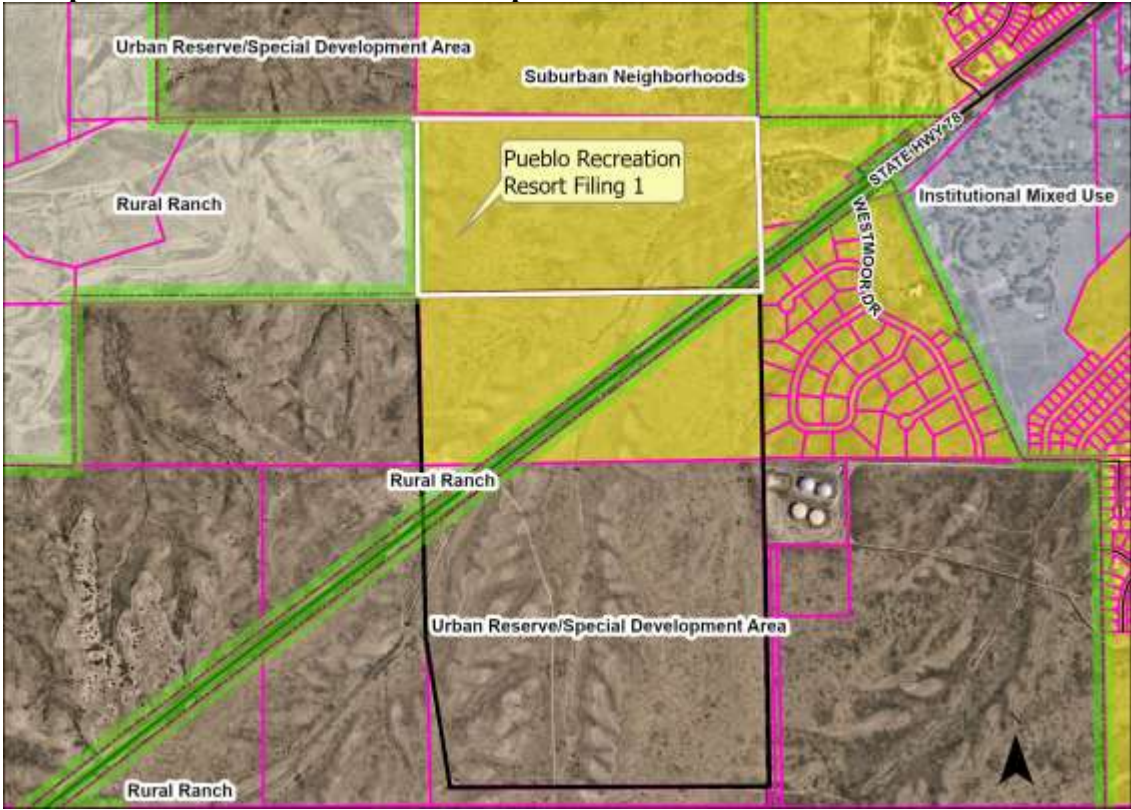
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Future Land Use Map



D. Site Photo





See below for:

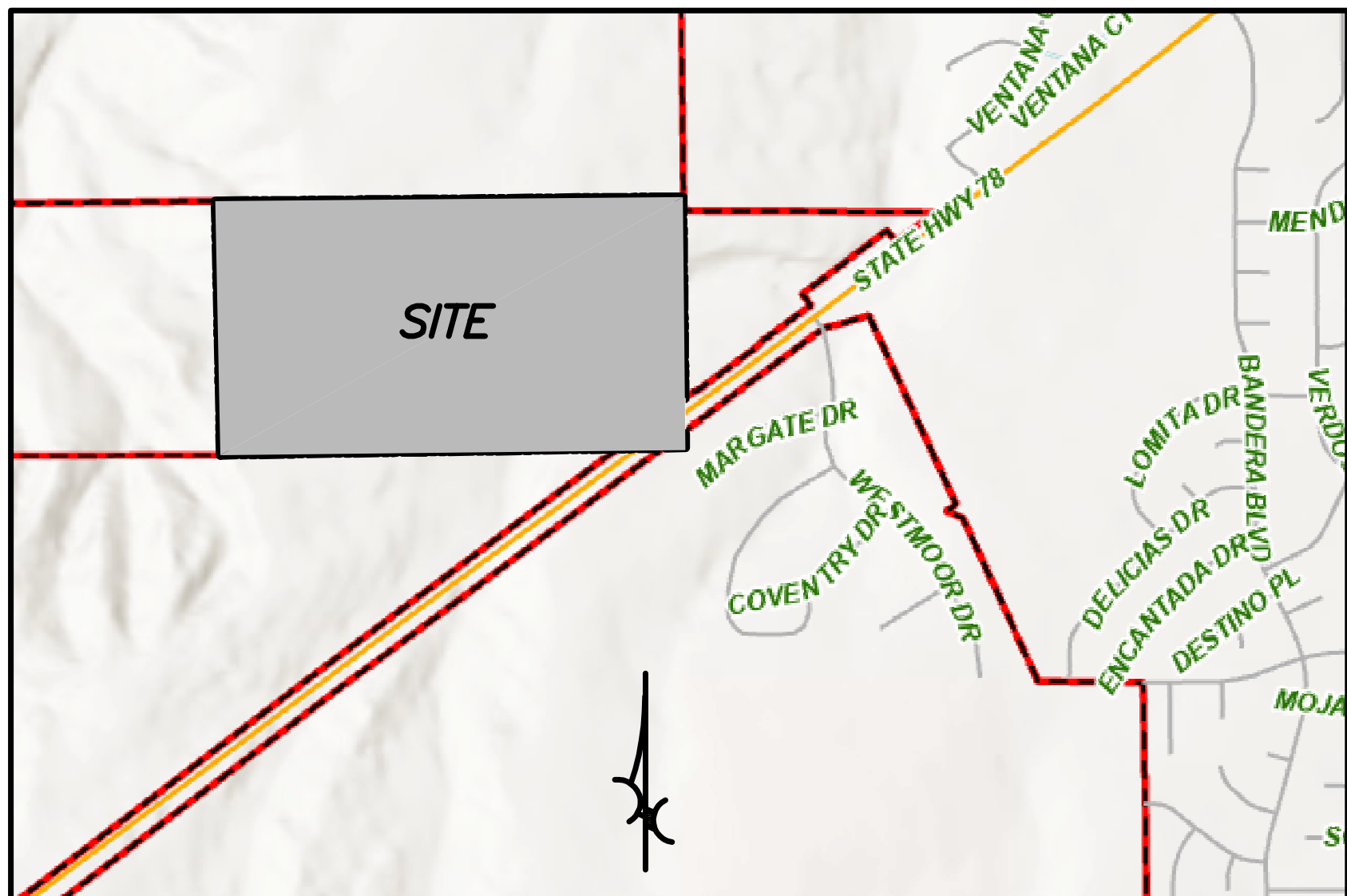
E. Annexation Plat

F. Impact Report

G. Draft Annexation Agreement (Applicable to A-24-02 and A-24-03)

PUEBLO RECREATION RESORT ANNEXATION NO. 1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



VICINITY MAP

BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4\"/>

LEGEND



EXISTING CITY LIMITS LINE

PROPOSED CITY LIMITS LINE

1. AREA TO BE ANNEXED:

NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.

CONTAINING 79.80 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1
BEGINNING FROM THE WEST ONE-QUARTER CORNER OF SECTION 17; THENCE N. 89°29'49\"/>

AND

DESCRIPTION NO. 2
BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 89°08'39\"/>

AND

DESCRIPTION NO. 3
COMMENCING FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE N. 05°05'06\"/>

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.

NORTHSTAR ENGINEERING AND SURVEYING, INC.			
111 E. 5TH ST. PUEBLO, CO 81003		(719)544-6823 (719)544-6825 FAX	
ANNEXATION PLAT			
TITLE:	FILE: 2203200_PUEBLO REC.DWG		
SCALE: 1\"/>	DRAWN BY: DJA	JOB NO. 2203200	
DATE: 12-05-2024	CHECKED BY: MLC	SHEET 1 OF 1	



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 27, 2025

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 ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 2 ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 219.76-ACRES OF LAND LOCATED SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND WEST OF THE WESTMOOR SUBDIVISION OF UNINCORPORATED PUEBLO COUNTY

SUMMARY:

The petitioner, Pueblo Recreation Investors, LLC, a Colorado Limited Liability Company, is requesting to annex the property containing 219.76-acres into the City of Pueblo commonly known as the Pueblo Recreation Resort Filing No. 2 Annexation to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On October 28, 2024, City Council approved a Resolution No. 15804 preliminarily determining that the petition for annexation of the area commonly known as the Pueblo Recreation Resort Filing No. 2 Annexation is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Pueblo Recreation Resort Filing No. 2 Annexation is located southwest of Ventana Subdivision, Filing No. 1, and west of the Westmoor Subdivision in unincorporated Pueblo County. The Petitioners are requesting to annex 219.76-acres into the City for a mixture of land uses including a recreational RV resort, commercial development, and residential development that complies with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within three separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories include Suburban Residential, Rural Ranch, and Special Development Area. Following approval of the annexation, the petitioner will file an application for a comprehensive

plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed-Use designation. Under the provisions of the annexation agreement, the petitioner will apply to rezone the property south of State Highway 78 containing approximately 175-acres into a R-6 Multiple-Residential and Commercial District. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 219.76 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

The proposed annexation site is currently zoned Pueblo County A-4, Agricultural Zone District. The property located north, south, east and west of the proposed annexation area is currently undeveloped.

FINANCIAL IMPLICATIONS:

The Petitioner acknowledges and agrees that upon the annexation, the property shall become subject to the Charter, Ordinances, Resolutions, rules, and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services, including but not limited to sanitary sewer services, to the area proposed to be annexed.

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 11, 2024, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Spinuzzi to recommend approval of the proposed annexation petition. Motion passed 5-0, Commissioners Pasternak and Maestri absent.

STAKEHOLDER PROCESS:

Annexation Impact Reports have been filed with taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

City Council could vote to not approve the annexation Ordinance. The applicant could resubmit an annexation petition in the future subject to the applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1).

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. A-24-03 Annexing the Land Attachments

ORDINANCE NO. 10889

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 2 ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 219.76-ACRES OF LAND LOCATED SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND WEST OF THE WESTMOOR SUBDIVISION OF UNINCORPORATED PUEBLO COUNTY

WHEREAS, the City Planning and Zoning Commission has recommended that the area described in Section 1 hereof be annexed to the City of Pueblo; and,

WHEREAS, the City Council has heretofore found and determined by Resolution that the Petition for Annexation and the area described in Section 1 hereof to be in compliance with the notice and other applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1); and,

WHEREAS, the City Council has by Resolution found and determined that an election is not required under C.R.S. §31-12-107 (2) and no additional terms and conditions are to be imposed upon the area described in Section 1 other than those set forth in the Petition for Annexation and the Annexation Agreement; NOW THEREFORE,

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

SECTION 1.

The following described area situated in Pueblo County, Colorado, is hereby annexed to Pueblo, a Colorado Municipal Corporation, subject to the terms and conditions set forth in the Petition for Annexation and the Annexation Agreement, and the official map of the City shall be amended to show such annexation:

ANNEXATION

1. AREA TO BE ANNEXED

South one-half of the southwest one-quarter of section 17, township 21 south, range 65 west of the 6TH p.m., less Colorado State Highway No. 78 right-of-way.

Containing 72.88 acres, more or less

AND

Northwest one-quarter of section 20, township 21 south, range 65 west of the 6th p.m., less Colorado State Highway No. 78 right-of-way and less that portion of the northwest one-quarter of section 20 owned by Western Power and Gas Company.

Containing 146.88 acres, more or less

2. PROPOSED NEW CITY LIMITS LINE:

Description No. 1:

BEGINNING from the west one-sixteenth corner of the southwest one-quarter of section 17; thence S. 01°10'57" E., a distance of 1,340.14 feet to the southwest corner of section 17/northwest corner of section 20; thence S. 01°20'09" E., a distance of 325.60 feet to a point on the north right-of-way line of Colorado State Highway No. 78.

AND

Description no. 2:

BEGINNING from the east one-sixteenth corner of the southwest one-quarter of section 17; thence S. 01°06'18" E., a distance of 1,323.60 feet to the south one-quarter corner of section 17; thence S. 01°10'33" E., a distance of 2,529.83 feet; thence S. 89°55'17" W., a distance of 2,474.00 feet; thence N. 09°05'15" W., a distance of 1,167.84 feet to a point on the west line of the northwest one-quarter of section 20; thence N. 01°20'09" W., a distance of 813.97 feet to a point on the south right-of-way line of Colorado State Highway No. 78.

3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in the annexation above is now existing city limits line. The complete annexation is within 3 miles of the present city limits.

SECTION 2.

The owners of one hundred percent (100%) of the property to be annexed have petitioned for such annexation.

SECTION 3.

The Annexation Agreement in the form and content presented to the City Council at this meeting is hereby authorized and approved. The President of the City Council is hereby directed and authorized to execute and deliver the Annexation Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

Within thirty (30) days after the effective date of the Ordinance, the City Clerk shall:

- (a) File one copy of the annexation map with the original of this Ordinance in the office of the City Clerk; and,
- (b) File for recording three certified copies of this Ordinance and annexation map with the Pueblo County Clerk and Recorder; and,
- (c) File one certified copy of the annexation map and this Ordinance with the Southeastern Colorado Water Conservancy District.

SECTION 5.

The officers of the City are hereby authorized to take all other actions necessary or appropriate, on behalf of the City, to implement the provisions of this Ordinance and the Annexation Agreement.

SECTION 6.

If any provisions of this Ordinance or Annexation Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions or provisions of this Ordinance or Annexation Agreement or render the same invalid, inoperative or unenforceable, except as otherwise expressly provided in the Annexation Agreement.

SECTION 7.

The City Council hereby consents to the inclusion of the annexed area in the Southeastern Colorado Water Conservancy District pursuant to C.R.S. §37-45-136 (3.6).

SECTION 8.

This Ordinance shall become effective immediately upon final passage and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2026.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 13, 2025 .

Final adoption of Ordinance by City Council on January 27, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 1/29/2025 | 6:30 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:
[Signature]
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

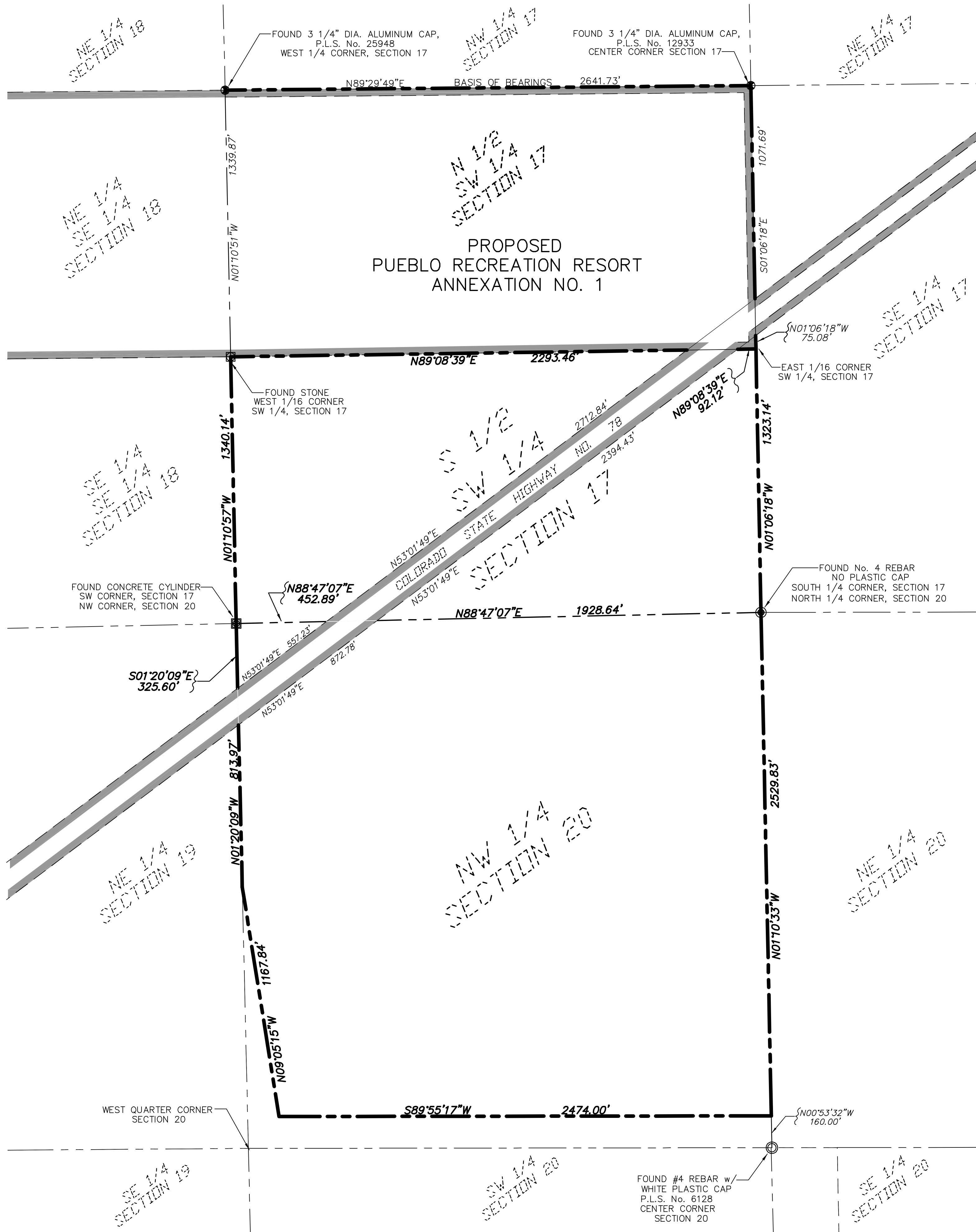
ATTEST

DocuSigned by:


City Clerk

PUEBLO RECREATION RESORT ANNEXATION NO. 2

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



BASIS OF BEARINGS:

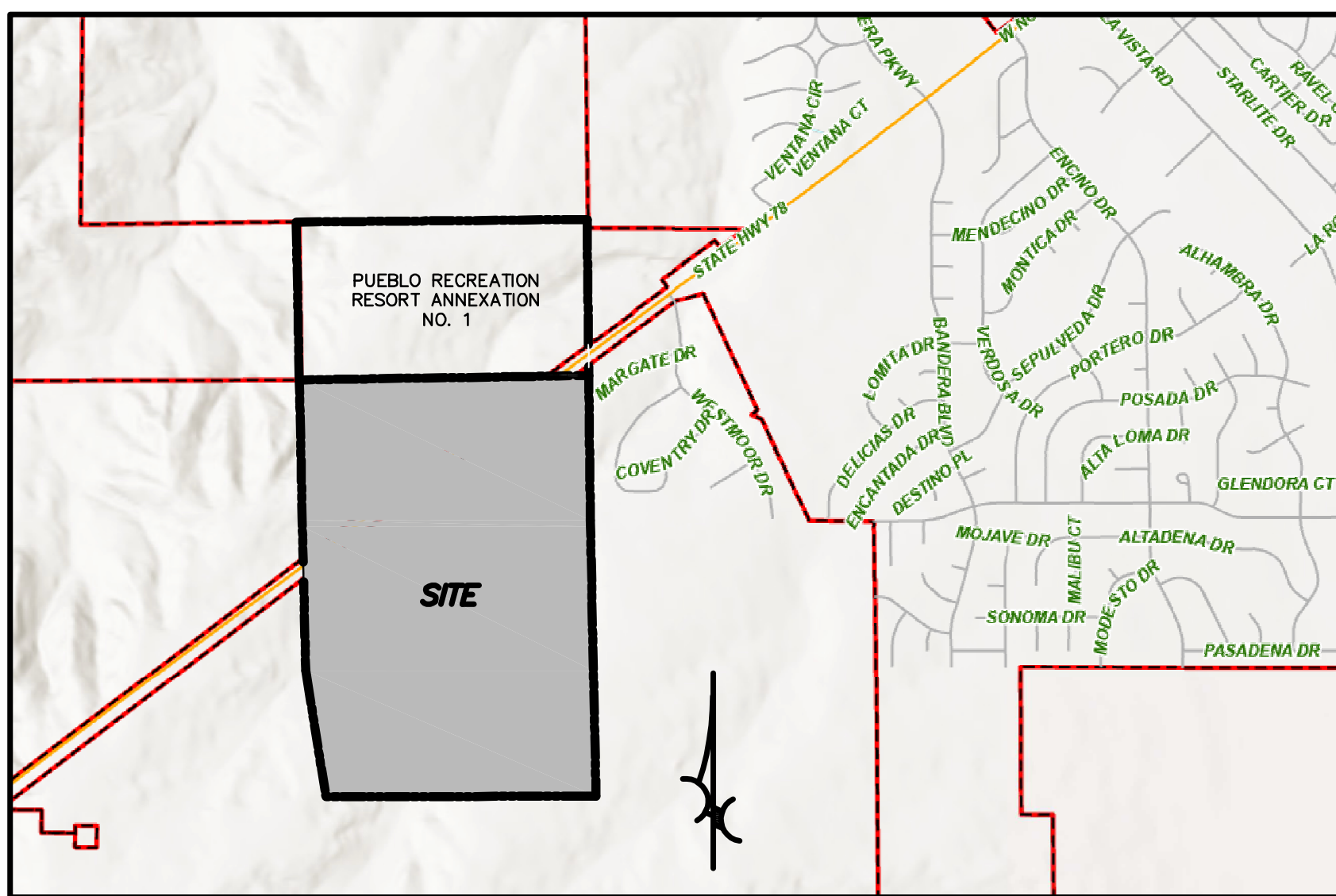
THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4\"/>

LEGEND



EXISTING CITY LIMITS LINE

PROPOSED CITY LIMITS LINE



VICINITY MAP

1. AREAS TO BE ANNEXED:

SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY.

CONTAINING 72.88 ACRES, MORE OR LESS
AND

NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY AND LESS THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20 OWNED BY WESTERN POWER AND GAS COMPANY.

CONTAINING 146.88 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1

BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°06'18\"/>

AND

DESCRIPTION NO. 2

BEGINNING FROM THE EAST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°06'18\"/>

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.

NORTHSTAR ENGINEERING AND SURVEYING, INC.			
111 E. 5TH ST. PUEBLO, CO 81003		(719)544-6823 (719)544-6825 FAX	
ANNEXATION PLAT			
TITLE:			
SCALE: 1" = 300'	DRAWN BY: DJA	FILE: 2203200_PUEBLO REC.DWG	
DATE: 01-29-2024		CHECKED BY: MLC	JOB NO. 2203200
		SHEET 1 OF 1	

ANNEXATION AGREEMENT

CASE NOS. A-24-02 & A-24-03 PUEBLO RECREATION RESORT ANNEXATIONS

This Annexation Agreement is made effective as of _____, 2025, by and between the City of Pueblo, a Municipal Corporation, (the “City”), for the use and benefit of Pueblo Recreation Investors, LLC, a Colorado limited liability company, (“Petitioner”),

WITNESSETH

WHEREAS, the Petitioner is the owner of the real property located in Pueblo County, Colorado, and described in Exhibit “A” attached hereto and incorporated herein (the “Property”);

WHEREAS, the Petitioner has submitted petitions for the annexation of the Property to the City; and

WHEREAS, as a condition precedent to the annexations of the Property, Petitioner has agreed to enter into an annexation agreement with the City setting forth certain terms and conditions with respect to such annexations.

NOW THEREFORE, in consideration of the above, and the following covenants and conditions, the City and Petitioner agree as follows:

I. REPRESENTATIONS AND WARRANTIES OF PETITIONER

Petitioner hereby represents and warrants to, and covenants with, the City as follows:

- (1) The Colorado Department of Transportation is a state agency of the State of Colorado.
- (2) Petitioner has good and marketable fee simple title to the Property subject only to Permitted Encumbrances attached hereto as Exhibit “B” and incorporated herein by reference.
- (3) Petitioner is authorized to and has taken all action required by it (a) to annex the Property to the City and (b) to execute, deliver and perform its obligations under this Annexation Agreement, and (c) to carry out and consummate all of its transactions contemplated by this Annexation Agreement.
- (4) This Annexation Agreement when executed and delivered constitutes a valid and legally binding obligation of the Petitioner enforceable against Petitioner according to its terms. The document entitled “Special Improvements and Dedications” marked and attached as Exhibit “C”, is incorporated herein by this reference. In the event of a conflict between the terms and conditions of Exhibit C and this Agreement, the terms and conditions contained in Exhibit C shall control.
- (5) Neither the execution and delivery of this Annexation Agreement nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions or any restriction or any agreement or instrument to which the Petitioner is bound or constitutes a default under any of the foregoing.

(6) There is no litigation pending, or to the knowledge of Petitioner threatened, against the Petitioner or any person affecting the right of the Petitioner to execute and comply with this Annexation Agreement.

(7) The representations and warranties of Petitioner contained herein will be true and correct in all material respects as of the date of recording the annexation plat and Ordinance of the City Council approving the annexation of the Property.

II. OVERALL DEVELOPMENT PLAN

(1) When a tract of land proposed for subdivision constitutes a part of a larger tract of land owned or controlled by the subdivider, whose intention is to subdivide the remaining part or parts of the larger tract at some future date, an Overall Development Plan shall be prepared and submitted by the subdivider and approved by the Planning Commission prior to preparation and submission of the subdivision plat of the tract proposed for initial subdivision.

(2) An Overall Development Plan shall be prepared in accordance with the requirements of regulations contained in Section 12-4-5(a) of the Pueblo Municipal Code, as may be hereafter amended, and the Overall Development Plan shall be adopted by the Planning and Zoning Commission. The Overall Development Plan shall be prepared in consultation with the City's Subdivision Review Committee and submitted in its entirety to the Planning and Zoning Commission. The Overall Development Plan shall comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Overall Development Plan is approved. The Overall Development Plan as submitted and approved by the Planning and Zoning Commission shall have the flexibility to adapt to changing conditions over the estimated time period for the development of the land within the Overall Development Plan and shall consist of the following prepared in accordance and in compliance with standards, criteria and policies adopted by the City Council by resolution: development plan, land use including open space and park plans; drainage plan; sanitary sewer plan; transportation plan; and appropriate environmental studies.

(3) Petitioner may submit the Overall Development Plan to the Planning and Zoning Commission for approval any time after the City Council has found the petition for annexation of the Property to be valid in accordance with the provisions of §31-12-107, C.R.S. The City may refuse to approve any building or occupancy permit for any portion or all of the Property until after a Overall Development Plan is approved.

III. ZONING AND SUBDIVISION

(1) The Property is currently identified within three separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories as shown on the attached Future Land Use Map, Exhibit C-1 include Suburban Residential, Rural Ranch, and Special Development Area. Prior to the approval of a zoning map amendment application, the Petitioner shall file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use

designation.

(2) A zoning map amendment application may be filed at any time after the petition for annexation has been found to be valid in accordance with the provisions of Section 31-12-107, C.R.S. The Planning and Zoning Commission may hear the application for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance approving the annexation of the Property, and the final approval of an ordinance amending to the Pueblo Regional Comprehensive Plan's Future Land Use Map.

(3) No rights shall exist in Petitioner nor with respect to the Property arising from any preexisting subdivision or use at the time of annexation. No subdivision of the Property shall be approved prior to the time the ordinance annexing and zoning the Property is approved on final presentation. No application for subdivision of all or any part of the Property shall be submitted to or considered by the City until after the Overall Development Plan has been approved by the Planning and Zoning Commission; provided, however, that if the Property is intended to be included in a single subdivision, the application for such subdivision may be submitted at the time the Overall Development Plan is submitted to the Planning and Zoning Commission.

(4) No later than ninety (90) days after the effective date of the Ordinance annexing the property, Petitioner shall cause of the portion of the Property north of State Highway 78 containing approximately 125 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned Agricultural One (A-1) serving as an interim A-1 zone district for a period up to but not to exceed 180 months from the date of this Annexation Agreement. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as Agricultural One (A-1) zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 125 acres described above until the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

(5) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall cause the portion of the Property south of State Highway 78 containing approximately 175 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned into a R-6 Multiple-Residential and Commercial District which constitutes the zone district most nearly corresponding to the land use classification into which the Property has been classified or may in the reasonable future be classified under the City's comprehensive plan. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

(6) The zoning provisions of this Article III relate to the initial zoning of the Property after annexation. Such zoning is not guaranteed, and the City Council of Pueblo retains its full discretion with respect to such zoning. Nothing contained in this Article III shall be construed to limit the power of the City Council of Pueblo to rezone the Property or any part thereof after approval of the initial zoning of the Property after annexation.

IV. PUBLIC FACILITIES

The Petitioner shall dedicate land and right-of-way for public uses and facilities necessary and required to serve the Property in accordance with the approved Overall Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

V. UTILITIES

The Petitioner shall comply with all applicable City of Pueblo (sanitary and storm sewers), Xcel Energy (natural gas), the applicable electric utility franchised and holding a Certificate of Public Convenience and Necessity for electric service within the annexed area, Comcast of Colorado IV, LLC (cablevision), Pueblo Water (water), and authorized ILEC and CLEC (telephone/data transmission) for the installation of mains, lines, stations, and any other appurtenant utility facilities in effect at the time of such installation. All existing and new power lines less than 30,000 volts and all other overhead utilities within the Property shall be installed underground.

VI. COMPLIANCE WITH ORDINANCES

Except as otherwise specifically provided in this Annexation Agreement to the contrary, the development, subdivision and zoning of the Property shall meet and comply with all applicable ordinances, resolutions, regulations, and standards of the City now existing or hereinafter enacted or amended.

VII. BINDING EFFECT

The covenants, restrictions, and agreements herein set forth are covenants running with the Property, shall run with and bind the Property, and shall extend to and be binding upon the Petitioner and its legal representatives, successors, assigns and transferees. The Petitioner expressly accepts and agrees to the covenants, restrictions, and agreements set forth herein by execution of this Annexation Agreement and by the filing of its petition for annexation. If Petitioner defaults in any of its obligations under this Annexation Agreement, including, without limitation, land dedication obligations, City, upon notice given to Petitioner specifying the default, may withhold all subdivision, special area plan, and other development approvals as well as building and occupancy permits for any building or structure within the Property until such default has been corrected to the reasonable satisfaction of the City.

VIII. AMENDMENTS

Amendments to this Annexation Agreement may only be made through formal petition to and approval by Ordinance of the City Council after such amendment has been submitted to and reviewed by the appropriate City Departments and such Departments have submitted their findings and recommendations to the City Council. All amendments to the Overall Development Plan must be approved by the Planning and Zoning Commission after review and recommendation by the appropriate City Departments.

IX. SEVERABILITY

If any section, clause, or other provision of this Annexation Agreement is for any reason determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any of the remaining provisions of this Annexation Agreement.

X. VESTED RIGHTS

As a condition of and in consideration of the City annexing the Property, the Petitioner, for itself and its successors and assigns, waives and releases all previously acquired or existing vested property rights attached to or established with respect to the Property.

The Petitioner acknowledges and agrees that neither this Annexation Agreement nor any provision hereof, nor the annexation of the Property to the City, nor the approval of the Overall Development Plan, zoning or subdivision, either separately or jointly (a) creates or establishes a vested property right in or for the benefit of the Petitioner or its successors or assigns, or with respect to the Property; or (b) constitutes a site-specific development plan. The terms “vested property right” and “site-specific development plan” shall have the same meaning as set forth in Section 17-12-2 of the Pueblo Municipal Code and §24-68-101, et seq., C.R.S.

XI. BUILDING PERMITS

No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department to occupy, construct or install any building, structure or other improvement on the Property except within a subdivision approved by the City after adoption of the ordinance annexing the Property which meets and complies with this Annexation Agreement and City’s ordinances, standards, and regulations.

XII. DISCONNECTION

(1) Disconnection by Petitioner. Petitioner acknowledges and agrees that upon annexation of the Property, the Property shall become subject to this Annexation Agreement, the Charter, ordinances and rules and regulations of the City, but that City shall not have any obligation to furnish or extend municipal services to the Property. Petitioner may, three (3) or more years after annexation, petition under §31-12-119, C.R.S. for disconnection from the City if the City does not, upon reasonable demand, provide the same municipal services to the Property on the same general terms and conditions as the rest of the City receives.

(2) Disconnection by City. If Petitioner defaults in any provision or condition of this Annexation Agreement and such default is not cured within ninety (90) days after written notice specifying the default is given by City to Petitioner, or, if the default is one which cannot be cured within said 90-day period, and Petitioner fails to undertake the cure of such default within said 90-day period and diligently prosecutes same to completion, proceedings may be instituted by the City to disconnect the Property from the City, and for such purpose, the Petitioner irrevocably consents to such disconnection proceedings and waives any and all rights to contest such disconnection.

XIII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

The terms, conditions and obligations of this Annexation Agreement are and shall be construed to be purely contractual in nature, as terms, conditions and obligations voluntarily agreed to by City and Petitioner prior to annexation of the Property to the City. The terms, conditions and obligations imposed on Petitioner and the Property by this Annexation Agreement are not nor shall they individually or cumulatively be construed to be conditions upon granting land-use approvals within the meaning of §§29-20-201 to 29-20-204, C.R.S.

XIV. SPECIAL IMPROVEMENTS AND DEDICATIONS AND SYSTEM DEVELOPMENT FEES

In addition to the on-site and off-site improvements and land dedications required to be made by the provisions of this Annexation Agreement, Petitioner will construct and install the improvements, dedicate the land, and pay or cause to be paid any system development fees described in Exhibit C attached hereto and incorporated herein. The improvements, dedications, and system developments described in said Exhibit C are in addition to and not in substitution for any improvements or dedications otherwise required by this Annexation Agreement.

XV. MISCELLANEOUS

(1) Notice. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or mailed by registered or certified mail, postage prepaid, addressed as follows:

- | | | |
|-----|-----------------------|---|
| (a) | if to the City: | Mayor, City of Pueblo
1 City Hall Place, 2 nd Floor
Pueblo, CO 81003 |
| (b) | copy to: | City Attorney
1 City Hall Place, 3 rd Floor
Pueblo, CO 81003 |
| (c) | if to the Petitioner: | Heath A. Herber, Manager
Pueblo Recreation Investors, LLC
2727 Glen Arbor Drive
Colorado Springs, CO 80920 |

(d) copies to: Craig Dossey, President
Vertex Consulting Services
P.O. Box 1385
Colorado Springs, CO 80901

or to such other address as either party by written notice given hereunder may designate.

(2) Governing Law and Venue. This Annexation Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles. Venue for any action arising out of this Annexation Agreement shall be Pueblo County, Colorado.

(3) No Third Party Beneficiaries. Nothing in this Annexation Agreement expressed or implied is intended to or shall be construed to confer upon, or to give to, any person other than the City and the Petitioner any right, remedy or claim under or by reason of this Annexation Agreement or any covenant, condition or stipulation hereof; and all the covenants, agreements and stipulations in this Annexation Agreement contained by and on behalf of the City or the Petitioner shall be for the exclusive benefit of the City and the Petitioner.

(4) Singular, Plural. Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural. Words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting the other gender, if applicable.

(5) Entire Agreement. All prior discussions, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter of this Annexation Agreement are merged in this Annexation Agreement, which constitutes the entire agreement between the parties.

(6) Liability of City. This Agreement is not as and shall not be interpreted as a waiver of the rights and protections given to the City by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. In addition, in no event shall City, its officers, agents or employees be liable to Petitioner for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Petitioner hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Petitioner's obligations under this Agreement. In the event of a breach of this Agreement by the City, Petitioner's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Petitioner without the showing of any special damages or an inadequate remedy at law.

Executed at Pueblo, Colorado as of the day and year first above written.

CITY OF PUEBLO, a Municipal Corporation

[S E A L]

Attest: _____
City Clerk

By: _____
Heather Graham, Mayor

APPROVED AS TO FORM:

City Attorney

PETITIONER:

PUEBLO RECREATION INVESTORS, LLC,
A COLORADO LIMITED LIABILITY
COMPANY:

By: _____
Heath A. Herber
Manager

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by Heather Graham as Mayor of the City of Pueblo and Marisa Stoller as City Clerk of Pueblo,
a Municipal Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Heath A. Herber, _Pueblo Recreation Investors, LLC, a Colorado limited liability
company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

Exhibit A

PUEBLO RECREATION RESORT ANNEXATION NO. 1

1. AREAS TO BE ANNEXED:

NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.
CONTAINING 79.80 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1:

BEGINNING FROM THE WEST ONE-QUARTER CORNER OF SECTION 17; THENCE N. 89°29'49" E., A DISTANCE OF 2,641.73 FEET TO THE CENTER CORNER OF SECTION 17; THENCE S. 01°06'18" E., A DISTANCE OF 1,071.69 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 2:

BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 89°08'39" E., A DISTANCE OF 2,293.46 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 3:

COMMENCING FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE N. 05°05'06" W., A DISTANCE OF 1,327.20 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AND THE POINT OF BEGINNING; THENCE N. 89°08'39" E., A DISTANCE OF 92.12 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 01°06'18" W., A DISTANCE OF 75.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

AREA TO BE ANNEXED:

AND

PUEBLO RECREATION RESORT ANNEXATION NO. 2

1. AREAS TO BEANNEXED:

SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.
CONTAINING 72.88 ACRES, MORE OR LESS

AND

NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY AND LESS THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20 OWNED BY WESTERN POWER AND GAS COMPANY.
CONTAINING 146.88 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1:
BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°10'57" E., A DISTANCE OF 1,340.14 FEET TO THE SOUTHWEST CORNER OF SECTION 17/NORTHWEST CORNER OF SECTION 20; THENCE S. 01°20'09" E., A DISTANCE OF 325.60 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 2:
BEGINNING FROM THE EAST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°06'18" E., A DISTANCE OF 1,323.60 FEET TO THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE S. 01°10'33" E., A DISTANCE OF 2,529.83 FEET; THENCE S. 89°55'17" W., A DISTANCE OF 2,474.00 FEET; THENCE N. 09°05'15" W., A DISTANCE OF 1,167.84 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 20; THENCE N. 01°20'09" W., A DISTANCE OF 813.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

EXHIBIT B

“Petitioner owns Property in fee simple subject to encumbrances on title, as detailed in Schedule B, Parts I and II, of the Land Title Guarantee Company title commitment with an effective date of September 26, 2022, which was provided to the City by the Petitioner’s representative via email transmittal on August 1, 2024. All encumbrances on title are acceptable by the City for the purpose of annexation of the Property.”

EXHIBIT C

SPECIAL IMPROVEMENTS AND DEDICATIONS

PUEBLO RECREATION RESORT ANNEXATIONS (A-24-02 & A-24-03)

ANNEXATION AGREEMENT

1. Off-Site Roadways

In compliance with the latest version of the Pueblo Area Council of Governments Long Range Transportation Plan (Roadway Corridor Preservation Plan), the City of Pueblo will identify for the Petitioner the alignment of off-site freeways, expressways, arterials, and collectors, which provide connectivity to the Property. Petitioner will cause all local roadways within the Property to connect with all adjoining publicly dedicated local roadways.

2. Accesses to Property

The existing roadway access to the Property, shown on the attached Exhibit C-3, is from State Highway 78 and a future extension of Lake Avenue, both of which are described in paragraphs a and b below, along with provisions for secondary access to and from the Property described in paragraph c below.

a. State Highway 78. State Highway 78 (“SH78”), which is within Pueblo’s corporate city limits, extends in a southwesterly direction and diagonally intersects the Property, as described and shown on Exhibit C-3. The State of Colorado Department of Transportation (CDOT) controls access to State Highway 78 adjacent to the development. The Petitioner shall coordinate with the CDOT regarding all access permitting and construction to State Highway 78.

Petitioner shall, at its sole cost and expense, not later than one-hundred eighty (180) days after the issuance of the first building permit for construction within the first subdivision that includes any portion of the Property (a) obtain a permit from the Colorado Department of

Transportation (CDOT) that provides access to the Property from State Highway 78, and will bear all cost of obtaining the access permit, design, and construction of all improvements required by the permit, (b) dedicate to the public or deed to the City right-of-way based on the classification of the roadway within the Pueblo Roadway Development Plan in an alignment approved by the Director of Public Works between SH 78 and the Property, and (c) construct and install all improvements required by CDOT and the access permit. Unless otherwise authorized in the sole and absolute discretion of City, Petitioner shall be responsible and liable for any future modification of such permit based upon changes in land use and access use within the Property as may be required and granted by CDOT. All such costs and expenses incurred by Petitioner may be eligible for Cost Recovery from adjoining property owners as provided in Section 12-4-12 of the Pueblo Municipal Code.

b. Lake Avenue. Lake Avenue is a future planned roadway that will extend both to the north and south of SH 78 and extend through the Property to the southern boundary in an alignment approved by the Director of Public Works as generally described and shown on Exhibit C-3. The section of Lake Avenue south of SH 78 shall be designed as a Principal (Major Arterial) roadway with a one-hundred twenty (120) foot right-of-way. The one hundred twenty (120) foot right-of-way may be required to be expanded to no greater than a maximum of one hundred sixty-five (165) feet in specific roadway segments if the traffic study results warrant additional width to accommodate turn lanes or other improvements at full movement intersections. The classification of Lake Avenue north of SH 78 shall be determined at the time of approval of an Overall Development Plan as identified and described in Article II.

Provisions for the right-of-way dedication and phased roadway development plan for Lake Avenue shall also be included within any Subdivision Improvement Agreement pertaining to the future subdivisions within the Property. If not already constructed to the Interim Roadway Standard

approved by the Director of Public Works, Petitioner shall be required to construct the portion of Lake Avenue south of SH 78 to the Interim Roadway Standard as depicted in Exhibit C-4. Lake Avenue, upon the construction to the Interim Roadway Standard and acceptance by the City, shall be owned and maintained by the City except for any landscaped medians and landscaping at the outside edges of the right-of-way as depicted in Exhibit C-4. Landscaped medians and landscaping along the outside edges of the right-of-way shall be maintained by the Petitioner, a metropolitan district, or a development association. If Lake Avenue is already constructed to the Interim Roadway Standard, the Petitioner shall be required to construct the remaining build out of the roadway in compliance with the schedule of such traffic improvements included within the Transportation Plan approval by the Director of Public Works.

c. Secondary Access. The Petitioner shall provide secondary access to the Property in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900. The alignment, design, construction and installation of the secondary access shall be approved by the Director of Public Works.

Petitioner may be eligible for Cost Recovery from adjoining property owners for secondary fire apparatus access constructed outside the Property as provided in Section 12-4-12 of the Pueblo Municipal Code. City may refuse to approve any subsequent subdivision or issue building permits until such secondary access is provided.

3. Roadway Design and Alignment

All Road Improvements will be constructed in conjunction with the development of each area shown on attached Exhibit C-3 and as otherwise provided in the Annexation Agreement. All such roadways shall be designed and aligned in accordance with the Roadway Classification Design Standards and Policies and the City's Standard Construction and Standard Details (Revised: April 11, 2022) or as same may be hereafter amended and in accordance with construction plans. All

designs and plans shall be approved by the Director of Public Works.

Petitioner acknowledges and agrees that, if Petitioner fails to construct the Roadway Improvements as herein agreed or defaults on any other provision of this Exhibit C or the Annexation Agreement, the City shall have all legal remedies available at law or in equity to enforce Petitioner's construction obligation and any other obligations including but not limited to a legal action against Petitioner for breach of contract and/or default on an indebtedness. In addition, and as set forth elsewhere in the Annexation Agreement, the City may withhold building permits, occupancy permits, subdivision approvals, zoning approvals and all other governmental grants of authority until such time as Petitioner shall have cured any default in performance under Exhibit C or the Annexation Agreement as a whole.

If not previously done, the Petitioner, at its sole cost, shall dedicate or convey by general warranty deed the necessary right-of-way in an alignment that is acceptable to the Director of Public Works. Such dedication or conveyance shall be completed within one hundred (180) days after the adjacent portion of the Property is subdivided.

4. Sanitary Sewer

Prior to, or at the time of subdivision, Petitioner is responsible for completing a flow analysis report, Jackson Ranch Sanitary Sewer Master Plan, for the proposed sanitary sewer system and City's existing sanitary sewer system. The flow analysis report shall identify the location(s) of the connection(s) for the proposed subdivision to the existing sanitary sewer system. Based upon the flow analysis of both the proposed and the City's existing sanitary sewer system; if any portion of City's existing sanitary sewer, that would carry wastewater flows from Property is at capacity, Petitioner shall construct and install, at Petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the Property. The size, location and capacity of such sewer lines, mains, and pump stations will be

determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published February 22, 2010 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

In order to comply with the City of Pueblo's Discharger Specific Variance from the Colorado Water Quality Commission, as amended, the Petitioner shall be required to have all manholes epoxy coated to eliminate the infiltration of ground water into sanitary sewer lines, and any other additional regulations pertaining to Pueblo's Discharger Specific Variance for the sanitary sewer system within the Property.

Depending upon the point of connection to the sanitary sewer system and additional capacity resulting from the construction of the sewer mains, the Petitioner may incur and have to pay and/or be eligible for Cost Recovery per Section 16-5-5 of the Pueblo Municipal Code for all or a portion of the cost of the sewer main extension or improvements to the existing sanitary sewer system. In order to be eligible for cost recovery, Petitioner must comply with and meet the requirements and conditions of said section 16-5-5.

It shall be the Petitioner's responsibility, at its sole cost, to secure any permits that may be required by Pueblo County for the installation of the sanitary sewer lines outside of the city limits of Pueblo.

5. Stormwater

All stormwater flows from subdivisions within the Property must be detained as determined by the Director of Stormwater. All stormwater releases shall meet NPDES stormwater quality requirements. The Petitioner shall acquire and dedicate at its sole expense all easements for such purposes. The Petitioner also shall construct and install at its sole expense a stormwater drainage

system and detention facility in compliance with the City's Drainage Criteria Manual (April, 2023)) and the City's Standard Construction Specifications and Standard Details (April 11, 2022) or as same may be later amended and as shown on construction plans approved by the Director of Public Works.

To the maximum extent practicable as determined by the Director of Public Works, Petitioner must reduce the peak flows and run-off volumes from the Property through stormwater detention facilities to levels that existed before the Property was developed, or to levels that are capable of being handled by the downstream drainage facilities, whichever is less.

Prior to the approval of any subdivision of land within the Property, the subdivision drainage report and drainage facilities must be approved by the City's Director of Public Works.

6. Off-Site Roadway, Sanitary Sewer, and Stormwater Rights-of-Way Acquisition

If not already dedicated to the public or deeded to the City, it will be the Petitioner's responsibility, at its sole cost and expense, to acquire, dedicate and grant to the public or deed to the City, by warranty deed or other conveyance deemed acceptable by City, in widths and alignments according to the approved Sanitary Sewer, Transportation, and Drainage Master Plans, any off-site sanitary sewer rights-of-way to connect from a point on the City's existing sanitary sewer system, off-site roadway rights-of-way to comply with primary roadway and secondary access requirements in widths and alignments acceptable to the Director of Public Works and any required rights-of-way for stormwater flow and/or detention/retention facilities.

If Petitioner, after good faith efforts as determined in the sole and absolute discretion of City, is not able to acquire from the property owners off-site sanitary sewer, off-site roadway rights-of-way and/or stormwater rights-of-way in alignments acceptable to the City, the City will, to the extent legally authorized, exercise its power of eminent domain to acquire the off-site sanitary sewer and/or off-site roadway rights-of-way. Petitioner shall be responsible for and shall pay all compensation

for the land taken; damages, if any, to the residue of the owner's property, relocation assistance and costs, if any, and all other costs and expenses of condemnation, including, without limitation, appraisals, title insurance, engineering, expert witness, and attorney costs and fees ("Condemnation Costs"). Petitioner shall within ten (10) days, after request by the City, deposit with the City an estimate of Condemnation Costs as determined by the City Attorney before the City will commence condemnation proceedings. Petitioner shall pay the balance of the Condemnation Costs within ten (10) days after request therefor. If Petitioner fails to exercise good faith in acquiring the off-site sanitary sewer, or off-site roadway rights-of-way and/or off-site stormwater rights-of-way or fails to timely pay the estimate of Condemnation Costs or the balance of Condemnation Costs, City may refuse to approve the issuance of building permits to construct structures or buildings within the Property in addition to its authority not to exercise eminent domain.

7. Fire Protection Water Supply

The Petitioner, in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900, shall provide and maintain an approved water supply capable of supplying the required fire flow for fire protection to premises upon which facilities, buildings or portions of buildings are currently constructed, or hereafter constructed or moved into or within the jurisdiction. A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow. Reservoirs, pressure tanks, and elevated tanks shall only be considered as an acceptable water supply by the City's Fire Chief, for facilities or buildings that have been constructed on the premises prior to annexation. Fixed system water mains, including fire hydrants, that are public, private, or a combination of both, shall be required for facilities, buildings or portion of buildings that have been constructed on the premises after annexation. Fire flow requirements for buildings or portions of buildings and facilities shall be determined as outlined in Appendix B of the International Fire Code as amended and enacted.

8. Public Safety Fee

To fund the cost and expenses of providing funding for public safety for the police and fire departments related to the developing the Property, Petitioner and any subsequent owner of all or any part of the Property shall, as a condition of approval of the annexation, and as a condition of issuing a building permit for the construction within the Property, pay a Public Safety Fee calculated by the square foot of floor space for each new building to be constructed on the Property (“Fee”) based on the following fee schedule:

Residential Building Permits	55.3 cents per square foot of floor space
Commercial Building Permits	15.9 cents per square foot of floor space
Industrial Building Permits	1.5 cent per square foot of floor space

The Fee for existing buildings shall be paid to the City within ten days after the annexation ordinance is approved by City Council. The Fee for any new building construction shall be paid to the City when a building permit is issued for each new building. The Fee shall be deposited by the City in an interest bearing escrow account identified as the “Public Safety Account.” Funds deposited into the Public Safety Account shall be used solely to pay for the cost of operation, administration, maintenance, repair, improvement, renewal, replacement and construction of new public safety areas of the city and related costs.

An annual cumulative rate adjustment will be made based on the Consumer Price Index (CPI-U) for the Denver, Colorado MSA for the period of time between approval of the annexation and development. The adjustment shall be the percent change in the CPI for the calendar year ending December 31st of each year.

9. Telecommunications

As incorporated within a Phasing Plan approved as part of a Subdivision Improvement Agreement, Petitioner shall, at its sole expense, design and install a 4” underground fiber optic data

transmission conduit (“Fiber Conduit”) within the right-of-way of Lake Avenue from the northern to the southern boundary of the Property according to the phased development of Lake Avenue in a location, alignment and depth approved by the Director of Information Technology. The underground fiber optic data transmission conduit shall be owned and managed by the City. The Fiber Conduit can be installed in coordination with the sanitary sewer main installation within the right-of-way of Lake Avenue. The installation of the conduit shall contain tracer wire. The design and installation of the Fiber Conduit shall also include underground vaults (“handholds”) at both ends of the conduit and every one-thousand foot of conduit that provides access to the fiber optic cable for maintenance and repairs.

EXHIBIT C-1
Regional Comprehensive Plan Future Land Use Amendment

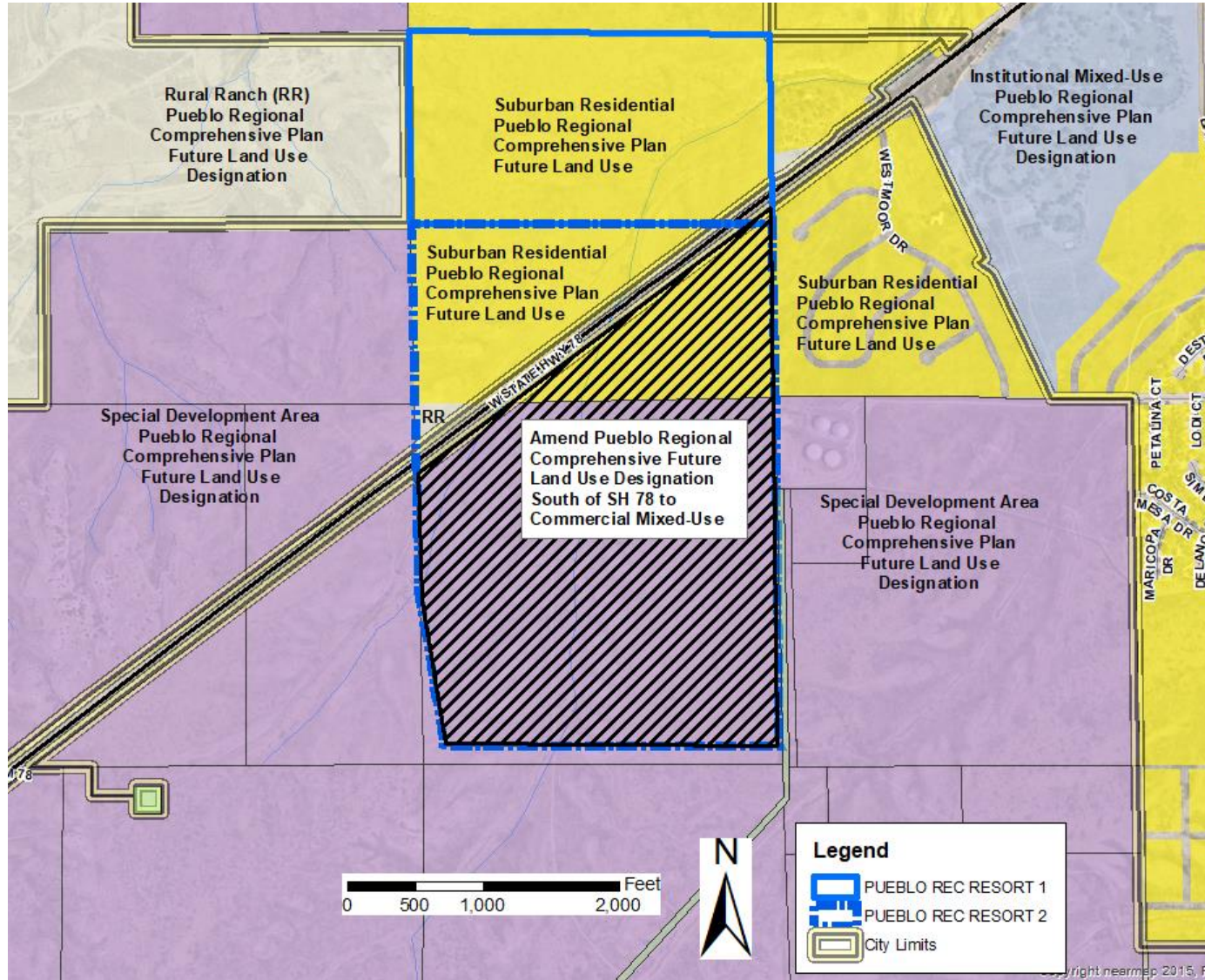


EXHIBIT C-2
Land Use & Future Zoning

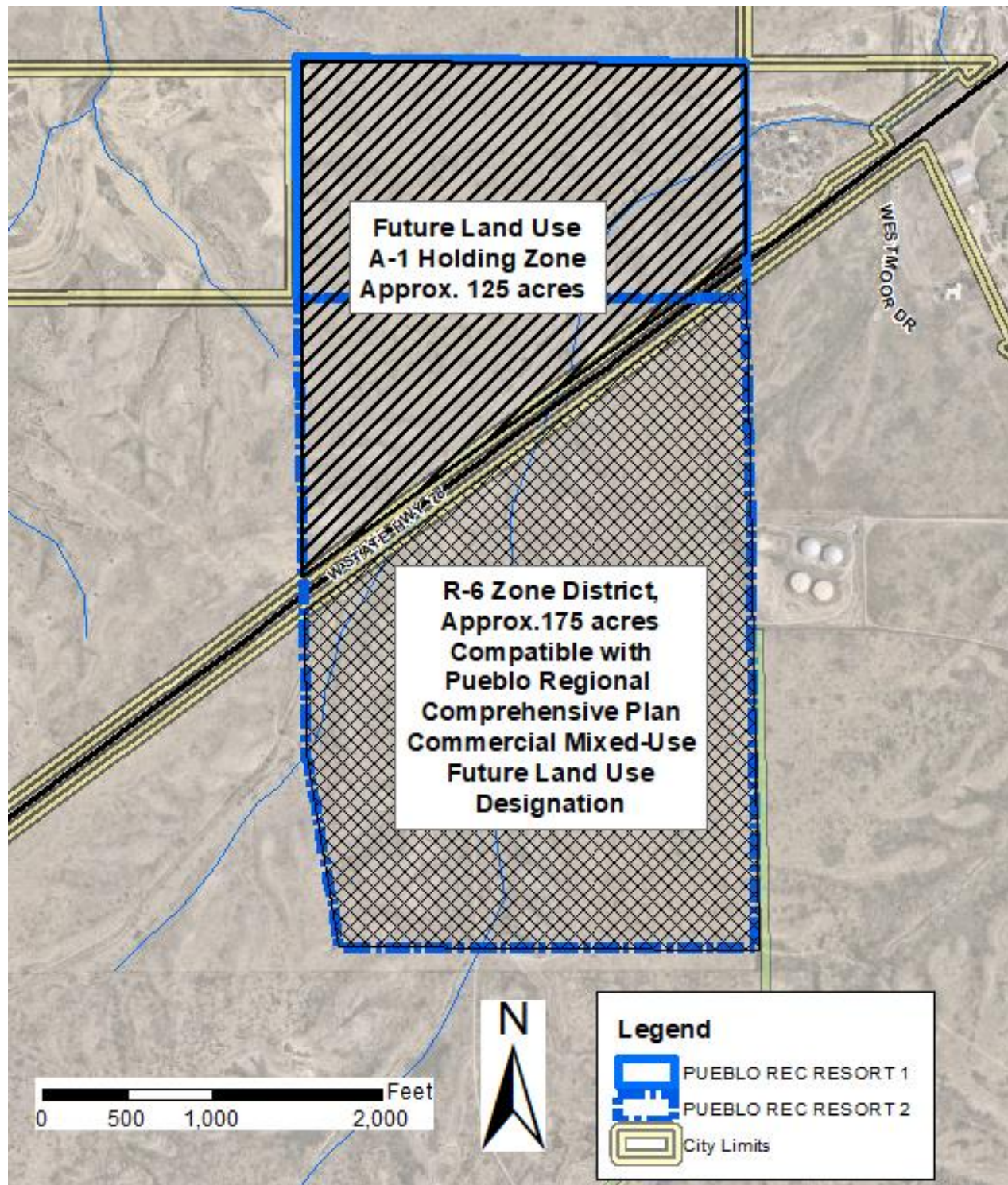


EXHIBIT C-3
Roadway Access

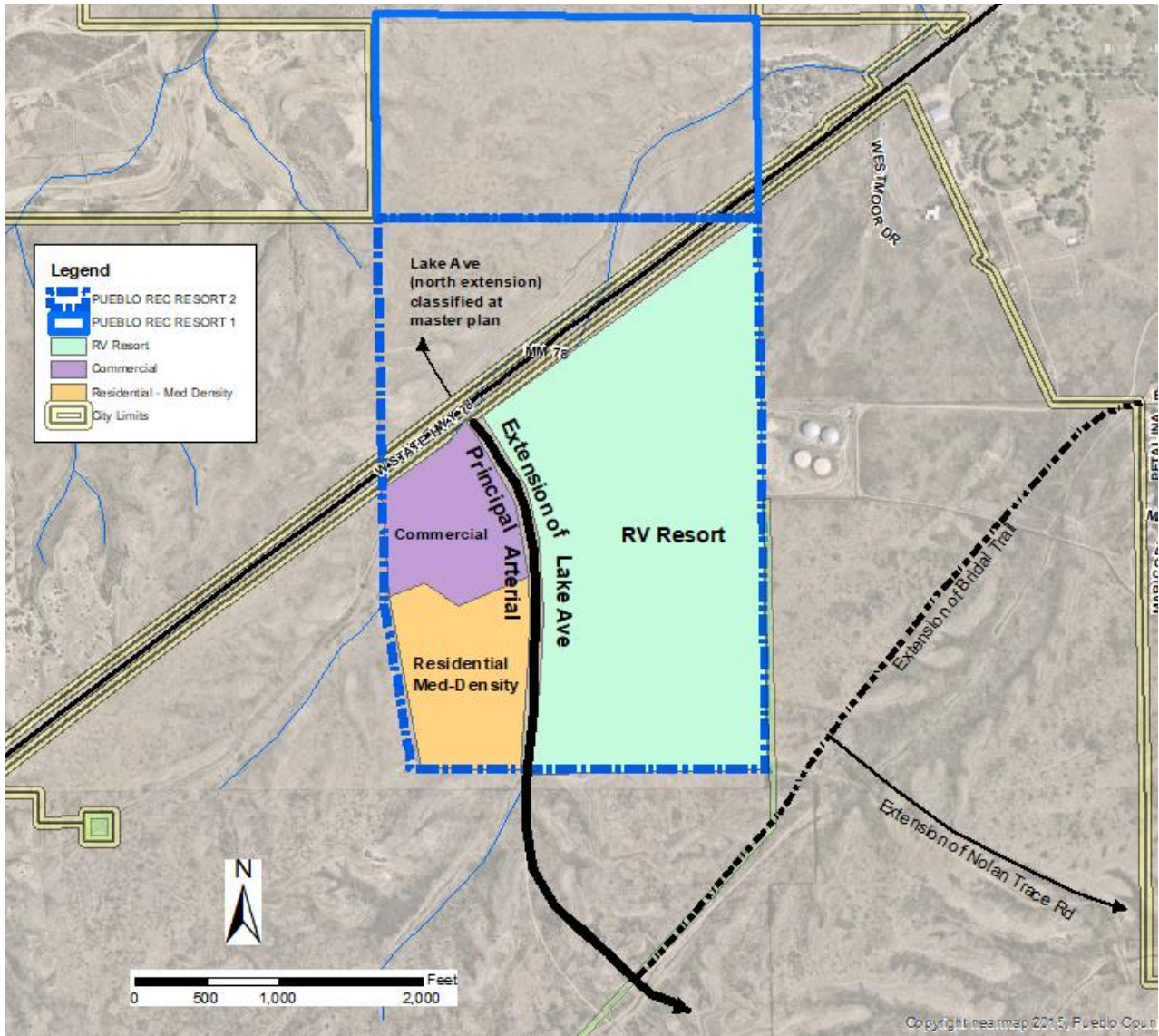
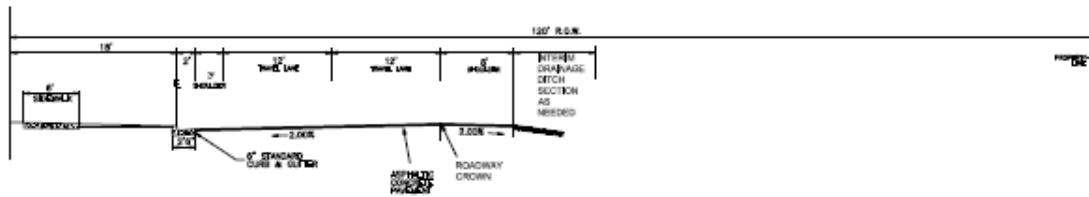


EXHIBIT C-4

Interim Principal (Major) Arterial Roadway Standard

Arterial – Major Arterial (INTERIM 2-LANE)	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80' (INTERIM 37")
ROW	120'
Median	All principal arterials are divided roadways (NO MEDIAN FOR 2-LANE INTERIM)
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



CROSS SECTION VARIATIONS:

w/RIGHT TURN LANES:

CROSS SECTION ON INTERSECTION APPROACHES WITH SOUTHBOUND RIGHT TURN DECELERATION LANES: 12' TURN LANE INSTEAD OF 3' OUTSIDE SHOULDER; SIDEWALK BUFFER REDUCES TO 2.75'

w/ SINGLE LEFT TURN LANES:

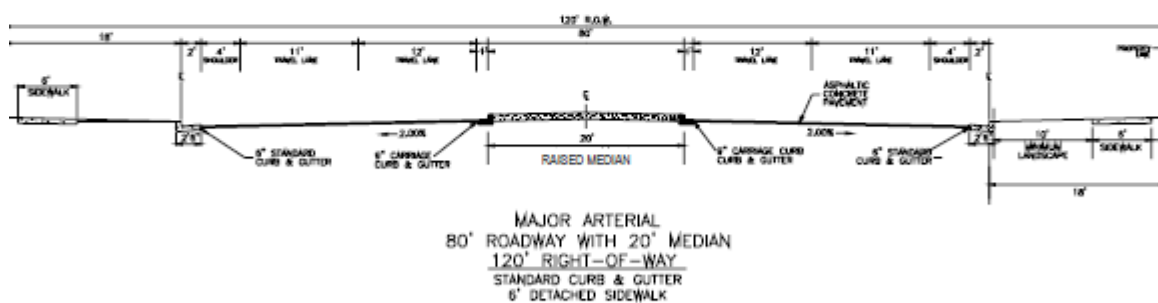
CROSS SECTION ON INTERSECTION APPROACHES WITH SINGLE NORTHBOUND OR SOUTHBOUND LEFT TURN LANES; EXPAND CROSS SECTION TO THE EAST 12' FROM THE CROWN; PROVIDE NECESSARY REDIRECT TAPERS FOR THE NORTHBOUND THROUGH LANES

w/DUAL LEFT TURN LANES:

CROSS SECTION ON INTERSECTION APPROACHES WITH DUAL NORTHBOUND LEFT TURN LANES; PROVIDE 6' ADDITIONAL RIGHT-OF-WAY EACH SIDE, SHIFT THIS CROSS SECTION 6' TO THE WEST AND EXPAND THE EAST SIDE PAVEMENT CROSS SECTION TO THE EAST 6'; PROVIDE NECESSARY REDIRECT TAPERS FOR THE NORTHBOUND AND SOUTHBOUND THROUGH LANES

General Roadway Sections and Design Criteria

Arterial – Major Arterial	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80'
ROW	120'
Median	All principal arterials are divided roadways
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



165' ROW (for dual left turn lanes and right turn lanes at Major Intersections and 135' where cross section includes single left turn lanes and separate right turn lanes

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

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; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting and approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Meeting:

2. A-24-03 Pueblo Recreation Resort 2

Commission Action: Bailey motioned to recommend the annexation application to City Council, seconded by Spinuzzi.

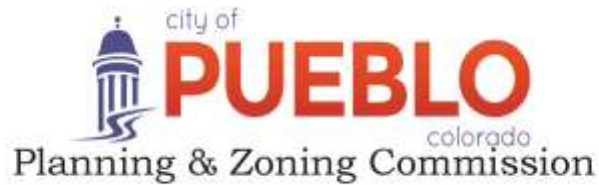
Applicants Craig Dossey and Heath Herber were sworn in and spoke in favor of the application.

Motion Passed: 5-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

A-24-03

TO: City of Pueblo, Planning and Zoning Commission

FROM: Scott Hobson, Acting Director of Planning and Community Development

DATE: December 11, 2024

SUBJECT: Pueblo Recreation Resort No. 2

APPLICANT: Nina Ruiz; Vertex Co.

PROPERTY OWNER: Pueblo Recreation Investors LLC

LOCATION: Generally located east and west of State Highway 78, southwest of Ventana Subdivision, Filing No. 1, and west of the Westmoor Subdivision in unincorporated Pueblo County – 219.76 acres

EXISTING ZONE: Pueblo County Agricultural Four (A-4)

CONCURRENT REQUEST(S): Pueblo Recreation Resort No. 1 (A-24-02)

REQUEST:

The Petitioner/Applicant is requesting to annex 219.76 acres into the City. This petition is part of a series of two annexations totaling 299.56-acres. The series annexations include: 79.80 acres in Annexation No. 1 and 219.76 acres in Annexation No. 2. The property within Annexation No. 2 will be master planned following annexation with a potential mixture of land uses including a recreational RV resort, commercial development, and residential development. The proposed developments will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended.

BACKGROUND:

The petitioner submitted an annexation petition for the Pueblo Recreation Resort No. 1 Annexation totaling 219.76-acres. The Petitioner/Applicant is requesting to annex 299.56-acres into the City through a series of two annexations with Phase 1 totaling 79.80 acres and Phase 2 totaling 219.76 acres. The annexation petition was filed on February 19, 2024 by Pueblo Recreation Investors, LLC, a Colorado Limited Liability Company, for the annexation of 219.76 acres located east and west of State Highway 78, southwest of Ventana Subdivision, Filing No. 1, and west of the Westmoor Subdivision in unincorporated Pueblo County. The purpose of the annexation is to provide a potential mixture of land uses including a recreational RV resort, commercial development, and residential development. The proposed developments will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within three separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories include Suburban Residential, Rural Ranch, and Special Development Area. Following approval of the annexation, the petitioner will file an application for a comprehensive plan future land use map amendment changing

the future land use area south of SH 78 to a Commercial Mixed Use designation. Under the provisions of the annexation agreement, the petitioner will submit an application to rezone the property north of State Highway 78 containing approximately 175 acres into a R-6 Multiple-Residential and Commercial District. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 219.76 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

ANALYSIS:

The proposed Pueblo Recreation Resort Annexation No. 1 conforms with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	Pueblo County Agricultural Four (A-4)
Existing Land Use	Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	Pueblo County Agricultural Four (A-4); Currently undeveloped
East	Pueblo County Agricultural Four (A-4) and Government Use (S-1); Currently undeveloped
South	Pueblo County Agricultural One (A-1); Currently undeveloped
West	Pueblo County Agricultural One (A-1); Currently undeveloped

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Suburban Neighborhood and Urban Reserve/Special Development Area, and Rural Ranch. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre. The Special Development Area identifies potentially serviceable areas that could be suitable for future annexations, so the land use opportunities can be determined in a master plan approved by the Planning & Zoning Commission prior to any zoning and subdivision of the property. Following the approval of the annexation, the petitioner intends to file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use designation.

Pueblo Regional Comprehensive Plan Goals and State of the County Report:

1. The property proposed to be annexed should promote the development goals provided in the Regional Comprehensive Plan.

Staff findings: The Regional Comprehensive Plan designates this area for suburban development, Special Development Area, and Rural Ranch to be redesignated prior to the approval of any master plan, rezoning or subdivision, and development.

2. Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.

Staff findings: The proposed annexation agreement requires the petitioner to prepare a Sanitary Sewer Plan certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. Associated impacts on City's existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the petitioner. The petitioner shall construct and install, at petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the property. The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published February 22, 2010 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Any extension of water service to the property shall be approved by Pueblo Water and no subdivision of the property shall be approved without the approval of Pueblo Water to provide service to the Property.

3. The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.

Staff findings: The proposed annexation agreement requires the Petitioner to dedicate land and right-of-way for public uses and facilities necessary and required to serve the Property in accordance with an approved Master Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

Field Observations of Site:

- The proposed annexation area is vacant, undeveloped land. There are no existing roadways off of State Highway 78 with access to the proposed annexation area.

Neighborhood Compatibility

- The proposed annexation site is surrounded currently by undeveloped land that is zoned either City of Pueblo or Pueblo County Agricultural, so non-agricultural development may not be compatible with the surrounding properties.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Approval of wording in annexation agreement
- City Transportation: Approval of wording in annexation agreement
- City Law Department: Approval of wording in annexation agreement
- Pueblo Regional Building Department: No comment
- City Fire Department: Approval of wording in annexation agreement
- Pueblo Board of Water Works: Approval of wording in annexation agreement
- City Wastewater: Approval of wording in annexation agreement
- City Stormwater: Approval of wording in annexation agreement
- City Parks and Recreation Department: Approval of wording in annexation agreement
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: No Comment

SPECIAL INFORMATION

STATUTORY REQUIREMENTS WHICH EXIST FOR ANNEXING PURPOSES (Colorado Revised Statutes)

1. **Section 31-12-104** – That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - The proposed annexation area will have at least one-sixth contiguous perimeter with existing City property once the Pueblo Recreation Resort Filing 1 annexation is completed.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
 - The City of Pueblo adopted the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2023” on February 13, 2023. All of the property is within three miles of the existing city limits.
 - A City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” is concurrently being reviewed by the Planning & Zoning Commission and will be recommended for approval by City Council prior to the approval of the proposed annexation.

3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
- An Annexation Impact Report for the Pueblo Recreation Resort Annexation No. 1 has been submitted to the City addressing future land uses, water and sanitary sewer extension, roadway extensions, and impacts to School District 60.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

- a) The proposed annexation must be a logical extension of the City's boundary and municipal services.

The proposed annexation is a logical extension of the City's boundary.

- b) The property shall be zoned and subdivided in conformity with the Code of Ordinances for the City of Pueblo.

Following the approval of the annexation, the petitioner intends to file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use designation. No later than ninety (90) days after the effective date of the ordinance annexing the Property, the petitioner shall cause the portion of the Property north of State Highway 78 containing approximately 175 acres to be zoned into a R-6 Multiple-Residential and Commercial District. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

- c) The petitioner shall dedicate land and rights of way for public uses and facilities required by the City.

The dedication of land and rights of way for roads and utility lines will be completed at the time of subdivision.

- d) The petitioner shall comply with all applicable requirements of the City of Pueblo's Public Works Department and other City utility companies for the installation of mains, lines, stations, or other utility facilities.

The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED MOTION: Staff recommends Planning and Zoning Commission recommend approval of the annexation to City Council.

CONCLUSION:

The City staff has reviewed the annexation request and recommends approval of the annexation.

ATTACHMENTS

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Future Land Use Map
- D. Site Photo
- E. Annexation Plat
- F. Impact Report
- G. Draft Annexation Agreement (Refer to A-24-02 Report)

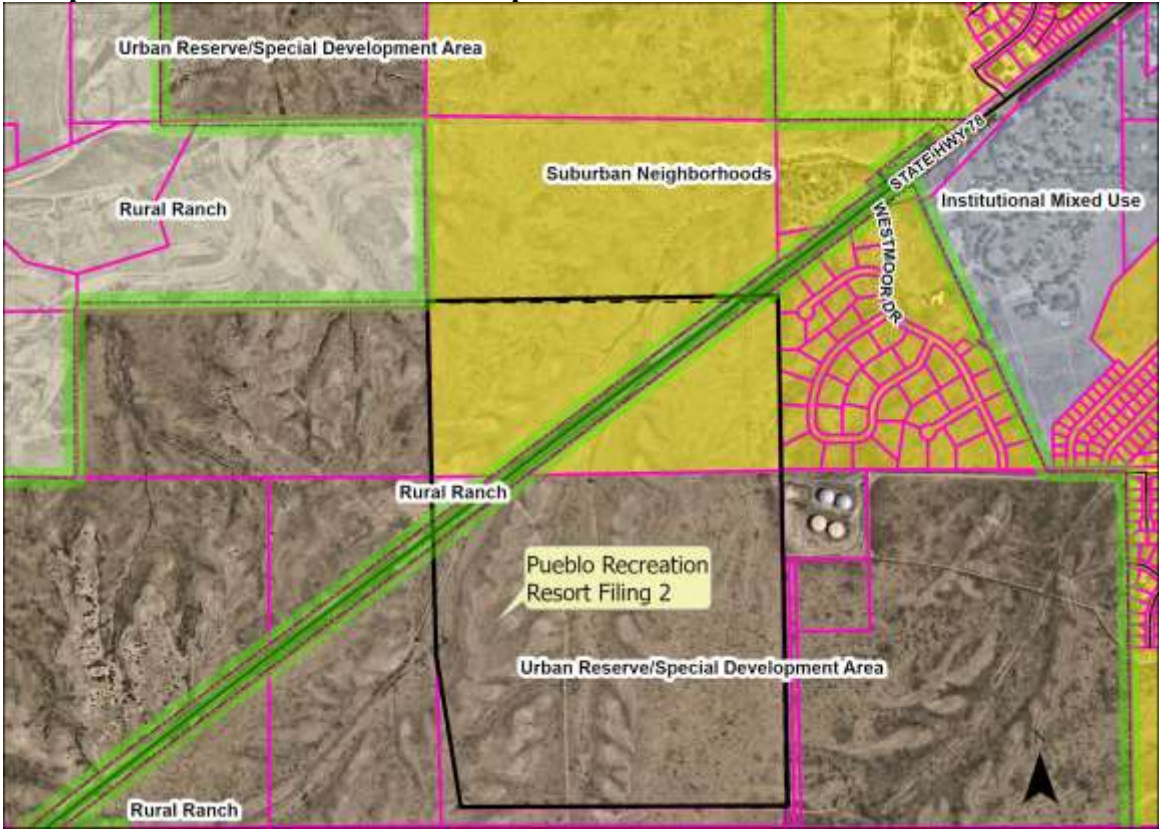
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Future Land Use Map

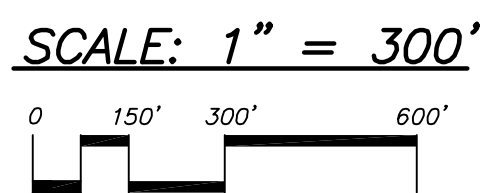


D. Site Photo



Draft Annexation Agreement not printed here; Refer to A-24-02 Report

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4" DIA. ALUMINUM CAP, P.L.S. No. 25948, AND ON THE EAST END WITH FOUND 3 1/4" DIA. ALUMINUM CAP, P.L.S. No. 12933, BEARS N. 89°29'49" E.

EXISTING CITY LIMITS LINE

PROPOSED CITY LIMITS LINE



SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS
COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.

CONTAINING 72.88 ACRES, MORE OR LESS
AND

NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH,
RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE
HIGHWAY NO. 78 RIGHT-OF-WAY AND LESS THAT PORTION OF
THE NORTHWEST ONE-QUARTER OF SECTION 20 OWNED BY
WESTERN POWER AND GAS COMPANY.

CONTAINING 146.88 ACRES, MORE OR LESS

DESCRIPTION NO. 1
BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF
THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE
S. 01°10'57" E., A DISTANCE OF 1,340.14 FEET TO THE
SOUTHWEST CORNER OF SECTION 17/NORTHWEST CORNER
OF SECTION 20; THENCE S. 01°20'09" E., A DISTANCE OF
325.60 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY
LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 2

BEGINNING FROM THE EAST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°06'18" E., A DISTANCE OF 1,323.60 FEET TO THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE S. 01°10'33" E., A DISTANCE OF 2,529.83 FEET; THENCE S. 89°55'17" W., A DISTANCE OF 2,474.00 FEET; THENCE N. 09°05'15" W., A DISTANCE OF 1,167.84 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 20; THENCE N. 01°20'09" W., A DISTANCE OF 813.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED
IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE.
THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT
CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By: _____
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.

		(719) 544-6823 (719) 544-6825 FAX	
111 E. 5TH ST. PUEBLO, CO 81003		INC.	
ANNEXATION PLAT			
TITLE:			
SCALE: 1" = 300'	DRAWN BY: DJA	FILE: 2203200_PUEBLO REC.DWG	
DATE: 01-29-2024	CHECKED BY: MLC	SHEET NO. 2203200 1 OF 1	